



Quality Health Plans of New York

A Medicare Advantage Plan

Agent Contract

APPOINTMENT REQUIREMENTS

Please complete, sign and date these forms; submit the following items to your Managing General Agent:

1. QHP Producing Agent Contract
2. QHP Business Association Agreement
3. Personal Information Sheet
4. Absolute Assignment Form
5. Code of Ethics Form & Acknowledgement Form
6. Marketing Training Receipt Form
7. NYS Life, Accident & Health Insurance License
8. Proof of Errors & Omissions Insurance
9. AHIP Certificate

NOTE:

All documentation must be completed **and signed** in order to proceed with the appointment process. **Submit your signed paperwork and all additional requirements to your Managing General Agent. Not directly to the Company.**

You can mail your completed paperwork to:

Genesis Business Capital, Inc.

Agent Licensing

30 Undercliff Avenue

Elmsford, NY 10523

OR

Tel: (914) 909-2548

Fax: (866) 548-1152 or (914) 909-2548

agentmktg@genesisbusinesscapital.net



Producing Agent Contract

This Producing Agent Contract (“Agreement”) is made this ____ day of _____, 20__ (the “Effective Date”), by and between Quality Health Plans of New York, Inc. (hereinafter referred to as “QHPNY” or “Company” or “Health Plan”) and the undersigned Producing Agent (“PA” or “Producing Agent”).

RECITALS

Whereas Producing Agent has represented that he/she has experience and expertise related to the sales and marketing of Medicare Advantage (“MA”), Medicare Advantage Prescription Drug (“MAPD”) and Medicare Advantage Prescription Drug Special Needs Plans (“MAPD SNP or SNP”) products in New York State, and

Whereas, QHPNY is seeking Producing agents to provide beneficiary education, outreach, enrollment, sales services to assist eligible Medicare beneficiaries applying for a Medicare Advantage Plan sponsored by QHPNY; and

Whereas, QHPNY desires to engage Producing Agent to provide QHPNY with such beneficiary education, outreach and enrollment and sales services and Producing Agent desires to accept such engagement, all in accordance with the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of the mutual covenants, representations and promises contained herein, and other good and valuable consideration, the parties agree as follows;

- A. **Licensing:** The Producing Agent will be obligated to maintain a valid license as required and issued by the State of New York, which obligation is to include, but not be limited to, all subordinate agents. Upon execution of this Agreement the Producing Agent will be required to provide proof of licensure and renewals to the Company. If the Producing Agent is a corporation, then the principal(s) of such corporation must also be licensed individually. In the event a license expires or is revoked or is otherwise invalidated the Producing Agent must notify the Company, in writing, within forty-eight (48) hours, failure to properly notify the Company may result in non-payment of Producing Agent commissions.

- B. **Relationship:** This Agreement is not intended to nor may anything in this Agreement be construed to create an agency, partnership, joint venture, employer/employee relationship, fiduciary relationship, or any other legal relationship between the Parties

other than or in addition to that of independent contracting parties. Except as specified in this Agreement, Producer is not and shall not be deemed to be QHPNY's agent or employee, and QHPNY shall not be bound or liable for any actions taken or representation made beyond the scope of or in violation of this Agreement and that as such the Producing Agent agrees to be responsible for all taxes as a self-employed independent contractor. The Producing Agent shall exercise his or her discretion as to the persons or businesses to be solicited, and the time, place and manner of solicitation within the parameters as set forth in Section C of this Agreement. Furthermore the Producing Agent shall in no way market, sell, represent, carry or otherwise in any way deal in or with any product that may in any way construed to be in competition with the products offered by the Company.

- C. **Marketing Guidelines, Events and Oversight.** A PA shall promote and market QHPNY products which must be in compliance with CMS Medicare Marketing Guidelines including all Medicare laws and regulations and applicable local, state and federal laws. In addition, the PA shall provide QHPNY a list of all planned community marketing and sales events in which it will participate. The list of events shall be submitted in a QHPNY specified formatted document that includes details of each event and must be provided in a timeframe that allows QHPNY to notify CMS of the event at least ten (10) days before it is scheduled to occur. PA's shall notify QHPNY immediately of any changes to the list of events. QHPNY must submit any changes or cancellations to CMS at least 48 hours prior to the scheduled event. Cancellations made within 48 hours of the event must comply with CMS requirements and an agent must be present at the location of the event to insure beneficiaries are informed of the cancellation. The PA will provide QHPNY with a list of future marketing events by the 15th of each month for the following month's activities to allow QHPNY sufficient time to upload to the HPMS schedule.
- a. **Advertising:** The Producing Agent shall not create, make, publish, issue or cause to have created, made, published or issued any advertisement, letter, circular, pamphlet or other publication or statement, in writing or through electronic media ("advertisement"), referring to the Company or the insurance written under this Agreement without the express prior written consent of the Company. The consideration for and the giving of consent shall relate to only one specific request and shall not be construed to have applied to any subsequent material or program. The giving of consent shall not be construed as an Agreement by the Company to bear any part of the expense of the advertisement.

All requests for written consent shall contain direct reproductions of all material; i.e., art work, copy, script, photographs, videotape, magnetic recording tape, etc. to be used in the reproduction of the advertisement in the printed or electronic media. In addition, all requests shall include the schedule(s) for the start date and duration of the advertising campaign for which the subject material will be used.

The Producing Agent agrees not to engage in "cold-calling" prospective Medicare enrollees or in telemarketing of any kind to obtain prospect names for lead generation under this Agreement, nor may anyone else telemarketing or cold calling on the Producing Agent's behalf. The Producing Agent may not obtain prospects by door-to-door solicitation. Only names obtained through personal

referral, inbound inquiries and personal contacts adhering to the rules set forth by CMS Marketing Guidelines and memos and within the rules of the Scope of Enrollment may be used as Producing Agent leads.

The Company and the Producing Agent shall ensure that marketing be done in accordance with all applicable state and federal rules and regulations and CMS marketing guidelines and memos.

Furthermore, without limiting other provisions of this Agreement, in the event the Company shall be subjected to liability, loss, cost, expense, fine or penalty arising out of any unauthorized advertisement by the Producing Agent, the Producing Agent shall be liable to the Company for all direct, consequential, or other damages of any kind and for costs and expenses, including but not limited to attorney fees and costs, incurred by or awarded against the Company and for any other payments required to be made by the Company as a result of unauthorized advertising, by reason of settlement or otherwise.

- b. QHPNY leadership will monitor enrollment and disenrollment rates and reports to ensure that PA is abiding by the terms of this agreement and marketing and sales activities of QHPNY products must be in compliance with CMS Medicare Marketing Guidelines and memos including all Medicare laws and regulations and applicable local, state and federal laws.
- c. QHPNY reserves the right to revoke this Agreement at any time when CMS or QHPNY determines that Producing Agent is not abiding by the terms of this agreement.
- d. PA will be responsible to assist in gathering information and resolving any inquiries, complaints, grievances, etc. received by QHPNY from a prospective enrollee, QHPNY member, CMS, New York State Department of Health, New York State Department of Financial Services, any other state or federal agency or any consumer advocate group, etc.

D. Producing Agent Fee Terms:

1. PA Commission Schedule defines the parameters in which the PA markets and or sells QHPNY Medicare Advantage Products including prescription drug coverage plans.
2. PA's must submit to thorough background checks, GSA and Medicare eligibility. PA must comply with all applicable Medicare Advantage rules and regulations including (Medicare Part D rules and regulations), all New York State and Federal rules and regulations, and CMS policies, including CMS marketing guidelines, to ensure that beneficiaries receive truthful and accurate information. This also includes, without limitation, laws relating to confidentiality, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Violent Crime Control and Law Enforcement Act of 1994, as well as CMS rules relating to the marketing and/or sale of Medicare Advantage and Part D products.

3. Compliance and Monitoring. A PA is required to allow QHPNY to conduct auditing, monitoring and oversight activities to ensure compliance with all applicable MA and/or Part D laws, all other Federal health care laws, and CMS policies, including CMS marketing guidelines.
4. Training. The PA will receive appropriate training and education regarding compliance with all applicable New York State and Federal laws. Training includes taking the AHIP online certification and QHPNY specific product training. PA's that have a valid AHIP certification need only take the online QHPNY specific product certification. (All PA's must register online and undergo QHPNY's agent training module through the QHPNY website portal.) This training also applies to appropriate use of all promotional materials and applications including strict rules around altering, modifying or amending any promotional materials, plan applications, policy forms or rates provided by QHPNY. Any coordinated marketing must be done in accordance with all applicable CMS policies, including but not limited to CMS marketing guidelines, manuals and memos.
5. MAPD Certification. All PA's marketing and/or selling QHPNY Medicare Advantage Plans including prescription drug coverage must complete and pass AHIP online certification or QHPNY's training and testing module online in order to market and/or sell QHPNY Medicare Advantage Plans including prescription drug coverage. It is the responsibility of the PA's to complete training and certification on QHPNY Medicare marketing rules, regulations and information on plan products as well as pass the AHIP or QHPNY online test with a score of 90% or better. All such training must be completed annually prior to any policies being written and commissions being paid including but not limited to any Producing agent renewals. QHPNY will not pay commissions on any PA that has written enrollment but has not completed and passed MAPD Certification. It is the PA's responsibility to ensure that QHPNY has all PA information including but not limited to copy of AHIP certification, driver license, New York State Health and Life license, Errors and Omissions Policy etc. Furthermore, should the PA licensure or certification status change (including sanctions, penalties, terminations of any or all certification or licensure etc.), it is PA's responsibility to notify in writing or update QHPNY records within 48 hours.
6. PA Reporting. The PA is required by QHPNY to promptly prepare and transmit requested information or reports, in approved formats, of necessary information needed for QHPNY to comply with all QHPNY Policies and Procedures, all applicable laws, regulations, policies and guidelines or to manage its business including, without limitation, policies relating to electronic commerce, confidentiality and account reporting.
7. Enrollment Submission Guidelines. The PA will provide completed enrollment forms to QHPNY via facsimile, overnight delivery or through QHPNY designated process within 24 and no later than 48 hours of receipt of a signed application from the applicant. The frequency of the enrollment feed shall be completed such that both sending and receipt of data shall be within the designated timeframe that

CMS allows for processing and applicant notification. All enrollment forms must include an executed Scope of Appointment Form (SOA) with the corresponding Event Lead Code (ELC) where the enrollment took place. Furthermore, all enrollment forms must include all applicable additional forms when applicable such as Special Needs Plans related forms, Continuity of care form, Receipt of Enrollment Material form, Translator Form, etc. QHPNY reserves the right to change the Enrollment Submission Guidelines at any time and will provide PA with updated or revised Enrollment Submission Guidelines. PA will be responsible for adhering to the updated or revised process. In such case that PA has not provided or submitted complete enrollment information to QHPNY in order to process the application, PA will be responsible to immediately obtain and submit the information required to QHPNY in order to complete the enrollment application process.

8. PA is responsible to ensure that the PA is registered with QHPNY and comply with all the terms of the Producing Agent Fee Schedule Agreement with QHPNY.

E. General:

1. The PA understands and agrees that PA fees received by them are based upon established rates as submitted to and approved by CMS and set forth in Attachment A of this agreement. In addition, the PA understands and agrees that payments made includes pecuniary or non-pecuniary remuneration of any kind relating to the sale or renewal of policies, including but not limited to, commissions, bonuses, gifts, prizes, awards and finder's fees.
2. Chargebacks. The PA's will earn commission for all twelve months of the enrollment year so long as the Member remains active with the plan. Member disenrollment within the first three months of initial enrollment will result in full chargeback of commissions and PA fees paid. Member disenrollment after the third month of initial enrollment will result in a pro-rated chargeback to date of disenrollment.
3. Indebtedness. Any indebtedness (including commissions, monies, cost of materials and hardware or software) incurred by PA to QHPNY is payable or returnable within fourteen (14) days of receipt of a written notice from QHPNY. QHPNY may at any time offset against any Commission, or other remuneration due, or to become due PA, any debt or debts due by PA to QHPNY. Upon the termination of this Agreement, any and all monies owed or materials etc. belonging to QHPNY in the possession of PA shall immediately become due and/or payable to QHPNY; but, QHPNY may, in its sole discretion and without waiving its rights, deduct such indebtedness from any payment provided herein until repaid. If no subsequent payment is owed to PA or PA carries a negative balance due from QHPNY, then PA shall pay QHPNY the total negative balance within fourteen (14) days.
4. Reporting Legal Actions. PA shall deliver to QHPNY notice of any suits or claims filed against PA that may affect its obligations to QHPNY under this Agreement within five

(5) business days of PA's receipt of notice of such claim. PA shall additionally deliver to QHPNY any information regarding such suits or claims as QHPNY reasonably requests, subject to applicable confidentiality requirements, and not including any information which would otherwise be privileged under law, within five (5) business days of request.

5. **Beneficial Property.** The PA, and each of the Principals, on behalf of him/her/itself, understands that the health plan has developed, at a substantial investment, an ongoing concern that has among its assets the marketing leads and members of QHPNY, the Physician network, and other beneficial property. The PA, and each of the Principals, on behalf of him/her/itself, acknowledges QHPNY's property interests and agree that during the term of the PA, and each of the Principals, on behalf of him/her/itself, Agreement and for two (2) years after expiration or termination of such Agreement, they shall not, for any reason, directly or indirectly; (a) encourage, solicit, force or otherwise influence QHPNY's Members or Leads to disenroll from QHPNY or enroll in any competing health plan; (b) disclose the names, addresses, or phone or identification numbers of any Member or Leads to any third party, except as required by process of law or regulation; or (c) use any of QHPNY's materials, including, but not limited to, Member's lists, directly or indirectly, to further the business purposes of the PA, and each of the Principals. The parties hereto agree that this agreement shall survive expiration or termination of this Agreement for any reason, with or without cause. The parties agree that any violation of this section by the PA, and each of the Principals, shall result in irreparable injury to QHPNY and therefore, in addition to the immediate termination of their appointment with QHPNY it will also result in the forfeiture of any pending commissions due from QHPNY and the remedies otherwise available to the QHPNY, QHPNY shall be entitled to injunctive or other equitable relief to enjoin or restrain the PA, and each of the Principals, or any related individual from violating the terms of this Agreement.
6. **Members.** QHPNY shall be entitled to retain its contractual relationship with existing Members. The PA, and each of the Principals, on behalf of him/her/itself, will not, in any way, interfere with this relationship. The PA, and each of the Principals, on behalf of him/her/itself, shall not attempt to contact, communicate, solicit or in any other manner suggest, recommend or advise a Member to change membership to another health plan or to modify his or her contract within Health Plan. Under no circumstances shall the PA and each of the Principals, on behalf of him/her/itself recruit QHPNY's Members in any fashion, or for any purpose, without the express, written consent of QHPNY. In such an event, The PA, and each of the Principals, on behalf of him/her/itself, agrees that Health Plan has been presumptively and materially damaged and shall, upon request by QHPNY, pay QHPNY such reasonable fees as QHPNY can prove it was damaged by such an act.
7. The PA understands all sales materials as well as remains informed on all rules and regulations provided to them by QHPNY in regards to the Medicare Advantage Plans including prescription drug coverage.
8. The PA agrees to additionally meet any and all CMS regulations and/or guidance and with any other laws relating to the marketing and/or sale of Medicare Advantage Plans including prescription drug coverage.

9. Administrative Records. PA understands that QHPNY may require certain administrative records to resolve regulatory or other matters. Accordingly, PA agrees to (a) maintain such records for a period of ten (10) years following the date of termination or expiration of this Agreement, and to maintain HIPAA records for ten (10) years from the date the document was last in effect, and if such records are under review or audit until the review or audit is complete, and (b) deliver to QHPNY such records within fourteen (14) days of a request by QHPNY.
10. Agreement Non-assignable. PA may not assign its rights or delegate its duties under this Agreement without the prior written consent of QHPNY hereto, and any other assignment shall be null and void; provided, however, QHPNY may assign this contract to any affiliate, parent, subsidiary or holding company of QHPNY.
11. Legal Actions. PA shall not institute legal proceedings against any beneficiary for any cause arising out of the business transacted under this Agreement. Should QHPNY be sued because of any alleged act by PA, QHPNY shall, upon receipt of notification of such suit, immediately notify PA in writing in order that PA and QHPNY may mutually agree upon the appropriate defense, the employment of counsel and a determination as to which party shall be liable for the cost of such defense. If no mutual agreement can be reached, QHPNY may require PA to defend any act or alleged act of the PA at PA's expense. QHPNY, at its sole discretion, may settle any claim or claims of applicants for insurance, policyholders, or other against QHPNY arising out of the business transacted under this Agreement, upon receipt of proof satisfactory to QHPNY of the adjudication of such claim or claims.
12. Disputes. The Parties agree to act in respect of all matters related to this Agreement in the highest good faith. If QHPNY and PA cannot mutually resolve a dispute which arises out of or relates to this Agreement, the dispute shall be decided through arbitration. The arbitrators shall reach their decision from the standpoint of equity and the customs and practices of the insurance industry, as opposed to being in strict conformity with applicable law. To initiate arbitration, either QHPNY or PA shall notify the other Party in writing of its desire to arbitrate, stating the nature of its dispute and the remedy sought. The Party to which the notice is sent shall respond thereto in writing within twenty (20) days of its receipt of such notice. In such response, the Party shall also assert any claim, defense and other dispute it may have which arises out of or relates to this Agreement. Failure to respond shall render this Section ineffective and will entitle, but not obligate the Party seeking resolution of the dispute to seek redress in civil litigation.
 - a. The arbitration hearing shall be held before a panel of three arbitrators. QHPNY and PA shall each appoint one arbitrator by written notification to the other Party within thirty (30) days of the date of the mailing of the notification initiating the arbitration. These two arbitrators shall then select the third arbitrator. Should the two arbitrators be unable to agree upon the choice of a third arbitrator, each Party to this Agreement will appoint another arbitrator and the process shall be repeated until a third arbitrator is appointed. Once the entire panel is chosen, the arbitrators are empowered to decide all substantive and procedural issues by majority vote. The arbitration hearing shall be held in Suffolk County, NY unless otherwise agreed.

- b. Except as otherwise provided in this Agreement, the arbitration proceeding shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The Parties shall be entitled to take discovery during a period fixed by the arbitrators after the final arbitrator is appointed, and the arbitrators shall have the power to issue subpoenas, compel discovery, and award sanctions. All discoveries, offers of judgment and proposals for settlement shall be available pursuant to the NY Rules of Civil Procedure or equivalent, as amended. The arbitrators shall establish procedures warranted by the facts and issues of the particular case and the parties agree to abide by such procedures. The decision of the arbitrators shall be final and binding upon the Parties without appeal. Cost and fees of the arbitrators shall be borne equally by the Parties, unless otherwise awarded by the arbitrators to the prevailing Party. The arbitrators may also award legal fees and expenses of the prevailing Party as part of any award. Notwithstanding any other provision of this Agreement, neither Party is required to arbitrate any issue for which injunctive relief is sought, and neither Party shall be required to arbitrate any issue whatsoever in the event that the other Party becomes subject to the appointment of a receiver, liquidator, conservator or trustee or a state insurance regulatory authority in such capacity.

13. Notice. Whenever notice is to be given by either Party to the other, it must be done in writing by certified, return receipt mail addressed to the following parties:

To PA:

Name:

Attention:

Address:

To QHPNY:

Quality Health Plans of NY

Attn: Compliance Department

2805 Veterans Memorial Highway, Suite 17

Ronkonkoma, NY 11779

14. In the event of any default hereunder by PA, QHPNY shall give PA notice, as specified above, setting forth, with specificity, the details of the alleged default. If PA acknowledges the alleged default, submits a written plan of corrective action within ten (10) business days and remedies the default within thirty (30) business days, QHPNY shall not terminate this Agreement, or invoke any other sanctions against PA, unless specified otherwise in this Agreement. Provided further, in the event that the PA has made a bona fide effort to cure or remedy the breach within thirty (30) business days, and PA confirms such efforts and progress to QHPNY in writing, together with an explanation of PA's good faith belief that PA can cure or remedy such breach within a reasonable time thereafter, then PA shall have a reasonable extension of time to cure or remedy said breach. When the alleged breach is by PA's actions, recommendation of termination of the PA or obtaining a signed Cease and Desist Agreement from said PA as to the future activities shall be deemed to have cured such breach.

15. Governing Law and Venue. Venue for any non-arbitration proceeding shall be Suffolk County, NY. This Agreement, and the rights and obligations of the parties hereunder, shall be construed, interpreted and enforced in accordance with, and governed by, the laws of the State of NY. PA, its affiliates, and QHPNY will each maintain, without material restriction, all applicable Federal, state and local licenses, certifications and permits which are required to fulfill their obligations under this Agreement. PA and its affiliates shall comply with all applicable Medicare laws, regulations and CMS instructions and all applicable Federal, state and local laws, rules and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and The Americans with Disabilities Act. PA Providers shall also cooperate with QHPNY in its efforts to comply with the laws, regulations and other requirements of applicable regulatory authorities.
16. Term and Termination. This Agreement shall be effective on the date of its execution and shall continue until December 31, 2015 as the initial term. Thereafter, this contract shall automatically be renewed for successive one (1) year term. Either party may terminate this agreement with 30 days' notice.
- QHPNY may terminate this Agreement immediately for cause. For purposes of this Agreement, "for cause" shall mean (a) PA's insolvency, bankruptcy, or reorganization, or the institution of such or similar proceedings by or against PA; (b) PA's criminal conduct; (c) PA's sanction by Medicare; or (d) PA's breach of any material term of this Agreement; (e) member or QHPNY complaints against PA; (f) if QHPNY determines potential patient harm or patient harm due to actions or potential actions by agent; or (g) if PA violates NY State or Federal rules or regulations or terms of this agreement.
17. The PA must submit at least six (6) qualified enrollments per quarter to be maintained and considered as an active agent who is actively contracted with QHPNY. PA's that do not meet the above minimums will forfeit any future commissions earned or pending.
18. Business Associate Agreement. All PA's authorized to sell QHPNY products must execute and deliver a signed copy of QHPNY's Business Associate Agreement. QHPNY will not certify or pay commissions on any Producing Agent that has not executed this Agreement and Business Associate Agreement prior to selling QHPNY Medicare Advantage Plans including prescription drug coverage (*See Attachment B*).
19. PA shall immediately notify QHPNY of any (i) complaint by or dispute involving a Member or Potential Member or (ii) inquiry, investigation or legal or administrative action by a Governmental Authority involving a Member, a Potential Member, PA, a Representative, QHPNY or a QHPNY Affiliate. PA shall cooperate with QHPNY to resolve any such complaints, disputes, inquiries, investigations or actions, including by providing records and other information requested by QHPNY in a timely manner. In addition, any PA that receives a CMS CTM complaint is responsible to deliver a comprehensive, detailed response and description of the CTM enrollment encounter with the Beneficiary. The CTM response letter must be signed and submitted within five (5) business days of notification to PA. Failure to comply with this requirement will subject the PA to possible forfeiture of any and all PA fees as set forth in this agreement.

20. QHPNY has a zero tolerance for Fraud, Waste and Abuse. In the event of any fraudulent activity on behalf of the PA has been established by QHPNY, CMS or any Federal, State or Governmental Agency, the PA will be placed on a commission hold and "NO" PA fees shall be paid pending the outcome of the investigation. If it is determined that sufficient Fraudulent Activity has been determined by QHPNY, all pending and future PA fees along with this agreement will be immediately terminated with or without cause.
21. It is the responsibility of the PA to service PA members enrolled into QHPNY plans and to respond to member phone calls. If the member complains to QHPNY that the PA is non-responsive to the member's attempt to contact the PA, QHPNY will deem the member as forfeited and all future PA fees will not be paid.
22. PA's are responsible for maintaining current active health licenses in the states that QHPNY operates. In the event that PA fails to maintain adequate continuing education credits and valid and current health licenses, PA will forfeit any future PA fees.
23. It is the responsibility of the PA to report any adverse change in status that may affect the PA's ability to comply with any of the terms of this agreement. Failure to do so may result in the suspension of current or future PA fees at the discretion of QHPNY up to and including termination of this agreement.
24. PA's may be permitted to market at approved QHPNY sites, RV'S, events and provider offices upon the express written consent of QHPNY. PA's are expected to comply with all site requirements including but not limited to: Punctuality, Dress Code, Preparedness with Adequate Supplies and a Positive Collaborative Professional Attitude. PA's that do not comply may be denied access to future QHPNY sites as determined by QHPNY.
25. Errors and Omissions. The PA, and all subordinate agents, shall at all times carry adequate Errors and Omissions insurance, and shall furnish proof of such coverage upon the execution of this Agreement.
26. Attorney's Costs and Fees. In the event of any action or proceeding arising out of or relating to this Agreement or the breach, termination, validity, interpretation, or enforcement of this Agreement, the prevailing party shall be entitled to recover all costs and reasonable attorneys' fee incurred, including, without limitation, costs and attorneys' fees incurred in any investigations, trials, bankruptcy or insolvency proceedings, and appeals.
27. Confidentiality of this Agreement. The parties hereto agree that each shall hold the information contained in this Agreement as confidential and shall not disclose the information contained in this Agreement to any third party, except as necessary to carry out the terms herein or as required by state or Federal law.
28. Hold Harmless. The PA shall be responsible to the Company and shall indemnify, save, defend and hold the Company harmless against any and all claims, suits, hearings, actions, damages of any kind, liability, fines, penalties, costs, losses or expenses, including attorney's fees, caused by or resulting from any allegation of or any misconduct, error, negligent act or omission, or other unauthorized act by the PA or any

of the PA's subordinate agents, directors, officers, employees, representatives or other agents.

Producing Agent "PA"
Name:

Quality Health Plans of New York, Inc.
Title:

_____ / /20__ _____ / /20__

"PA" State & License #

"PA" License Expiration Date

ATTACHMENT A:

**Producing Agent Fee Schedule Agreement
Non-Captive**

Producing Agent Fee Schedule for Medicare Advantage Plans including prescription drug coverage underwritten by select counties/states (see each plan's Summary of Benefits for complete list).

Medicare Advantage including Prescription Drug Coverage, Chronic Care Plans & Dual Eligible Plans:

1. This PA fee schedule applies to MAPD & MAPD-SNP CMS paid enrollment.
2. PA is required to complete the certification course for this product offered by QHPNY prior to any enrollments being conducted. During the course of this agreement, PA must complete any additional certification and/or educational requirement of QHPNY and/or CMS for the sale of Medicare Advantage and Medicare Advantage SNP Products.
3. Commission Fee Schedule

Product (where available)	New Policy Fee Initial Year 1	(Renewal) Fee – Yr 2 Through Yr 6
HMO (MAPD)	\$408	\$204
HMO (MAPD-SNP)	\$408	\$204

Initial Enrollment Commission:

An Initial commission payment will be made to Producing Agent for each Medicare Beneficiary properly enrolled by the certified and QHPNY approved Producing agent in a QHPNY MA Plan/SNP, in which Agent is approved and authorized to market and promote for the CMS Contract Year. Such Initial commission payments will not be made if individual is already enrolled in any QHPNY MA Plan/SNP at the time of enrollment. Payment will be made in the first QHPNY commission payment cycle following the payment received from CMS for the enrollment in the QHPNY's enrollment system. QHPNY will release 50% of the commission 45 days after the payment for enrollment is received by QHPNY from CMS and the remaining 50% of the commission will be paid in equal payments spread out over the remaining calendar year. 100% payment charge back applies for any Medicare Beneficiary that disenrolls within 91 days of enrollments or for reasons such as marketing misrepresentations of any kind.

Mid-year enrollments are prorated based on the number of months remaining for the Calendar year. 100% Initial commission payment charge back applies for any Medicare Beneficiary that disenrolls within 91 days of enrollments or for reasons such as marketing misrepresentations of any kind. Should a Medicare Beneficiary disenroll at any time payments will be prorated for the period that the Medicare Beneficiary is enrolled in QHPNY. QHPNY commission payments will be terminated immediately at the time of disenrollment of the Medicare Beneficiary. Mid-year charge backs are prorated after 92 days of enrollment.

Renewal Commission:

Renewal Commission payments will be made to Producing Agent for each Medicare Beneficiary properly enrolled by the certified and QHPNY approved Producing agent in a QHPNY MA Plan/SNP, in which Agent is approved and authorized to market and promote for the CMS Contract Year. Renewal Commission applies for renewal years 2-5 of a Medicare Beneficiary's 6 years cycle as defined by CMS. Such Renewal Commission payments will not be made if individual is already enrolled in any QHPNY MA Plan/SNP at the time of enrollment. Payment will be made in the first QHPNY commission payment cycle following the payment received from CMS for the enrollment in the QHPNY's enrollment system. QHPNY will release 50% of the fee 45 days after the payment for enrollment is received by QHPNY from CMS and the remaining 50% fee will be paid in equal payments spread out over the remaining calendar year. 100% payment charge back applies for any Medicare Beneficiary that disenrolls within 91 days of enrollments or for reasons such as marketing misrepresentations of any kind.

Mid-year enrollment Renewal Commission's are prorated based on the number of months remaining for the Calendar year. 100% Renewal Commission payment charge back applies for any Medicare Beneficiary that disenrolls within 91 days of enrollments or for reasons such as

marketing misrepresentations of any kind. Should a Medicare Beneficiary disenroll at any time payments will be prorated for the period that the Medicare Beneficiary is enrolled in QHPNY. QHPNY Renewal Commission payments will be terminated immediately at the time of disenrollment of the Medicare Beneficiary. Mid-year Renewal Commission charge backs are prorated after 92 days of enrollment.

4. Eligibility for Initial or Renewal commission payment is determined by CMS approved and CMS paid enrollments to QHPNY and is further determined by CMS and QHPNY certification requirement.
5. Any and all commissions, fees, payments or terms regarding commission, fees or payments to Producing Agent or FMO are subject to State and Federal Rules and Regulations. Commission, fees, payments or terms regarding fees or payments are subject to immediate change due to any changes or updates to State and Federal Rules and Regulations.

Producing Agent "PA"
Name:

Quality Health Plans of New York, Inc.
Title:

_____ / /20__

_____ / /20__

"PA" State & License #

"PA" License Expiration Date

ATTACHMENT B:

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is entered into and effective as of the ____ day of _____, 20__, by and between Quality Health Plans, of New York Inc., (QHPNY) a New York corporation (“Covered Entity”) and _____, (“Business Associate”) (collectively, the “Parties”).

RECITALS

WHEREAS, the Parties have executed an agreement or otherwise have an arrangement under which Business Associate provides certain products or services to Covered Entity, and Business Associate receives, has access to or creates Protected Health Information in order to provide those services; and

WHEREAS, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and the regulations promulgated there under, including the Standards for Privacy of Individually Identifiable Health Information (“Privacy Rule”) and the Security Standards for the Protection of Electronic Protected Health Information (“Security Rule”), all found at 45 CFR Parts 160 and 164, requires certain entities covered by the rules to place certain provisions in their agreements with third parties who come into contact with certain patient health information; and

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of HIPAA; and

WHEREAS, the Privacy Rule requires Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and the Rule prohibits the Disclosure to or Use of Protected Health Information by Business Associate if such a contract is not in place; and

WHEREAS, Business Associate may have access to Protected Health Information in fulfilling its responsibilities under such arrangement;

NOW, THEREFORE, in consideration of the foregoing and the Parties compliance with the HIPAA Privacy Rule and Security Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and Security Rule, and to protect the interests of both Parties.

SECTION 1. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in the HIPAA Privacy Rule and Security Rule.

1.1 The definitions below which set forth a reference to the Code of Federal Regulations are defined HIPAA terms, and such definitions are incorporated herein as though set forth in full. A change to the HIPAA Regulations which modifies any defined HIPAA term, or which alters the regulatory citation for the definition shall be deemed incorporated into this Agreement.

1.2 “Authorization” shall have the meaning given to the term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.508.

1.3 “Business Associate” shall mean _____. Where the term “business associate” appears without an initial capital letter, it shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

b) 1.4 “Covered Entity” shall mean Quality Health Plans of New York, Inc. It shall also have the meaning given to the term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

1.5 “Data Aggregation” shall have the meaning given to the term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.

1.6 “Designated Record Set” shall have the meaning given to the term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.

1.7 “Disclose” and “Disclosure” mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate’s internal operations or to other than its employees.

1.8 “Electronic Health Information” means protected health information as transmitted by electronic media or maintained in electronic media”.

1.9 “Health Care Operations” shall have the meaning given to the term under the Privacy Rule, including, but not limited to, 45 Section 164.501.

c) 1.10 “Individual” shall have the meaning given to the term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501. It shall also include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).

1.11 “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information that is codified at 45 CFR parts 160 and 164, Subparts A and E.

1.12 “Protected Health Information (“PHI”)” shall have the same meaning as the term “protected health information” in 45 CFR 164.501 and means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the individual.

1.13 “Protected Information” shall mean PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity.

1.14 “Required By Law” shall have the meaning given to the term under the HIPAA Privacy Rule and Security Rule, including but not limited to, 45 CFR Section 164.501.

1.15 “Secretary” means the Secretary of the Department of Health and Human Services or his/her designee.

1.16 “Security Incident” means *the* attempted or successful unauthorized access, use, disclosure, modification or destruction of *information* or interference with system operations in an information system.

III. Obligations and Activities of Business Associate Regarding Protected Health Information.

a) Business Associate agrees to fully comply with the requirements under the Privacy Rule and the American Recovery and Reinvestment Act applicable to “business associates,” as that term is define in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this Agreement, Service Contracts, or as Required By Law. In

case of any conflict between this Agreement and Service Contracts, this Agreement shall govern.

- b) Business Associate will not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- c) Business Associate agrees to use appropriate procedural, physical, technical, electronic and administrative safeguards in order to comply with sections 164.308, 164.310, 164.312, and 164.316 of title 45 CFR to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement or Required by Law. Said safeguards shall include, but are not limited to, requiring employees to agree to use or disclosed Protected Health Information only has permitted, or required by this Agreement and taking relating disciplinary actions for inappropriate. These safeguards shall include, but not be limited to, policies and procedures (i) for reasonably limiting Business Associate's request, use and disclosure of Protected Health Information to the minimum amount necessary to achieve a particular purpose and (ii) for reasonably and appropriately protecting the confidentiality, integrity and availability of the electronic Protected Health Information that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity as required by 45 CFR Part 164, Subpart C. At Covered Entity's request, Business Associate shall furnish Covered Entity a description of its safeguards and notice of any material revision thereto. To the extent Business Associate furnishes professional services with respect to the Covered Entity, Business Associate represents that it shall not request or access more than the minimum amount of Protected Health Information necessary for the performance of its professional services.
- d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or its agents or subcontractors in violation of the requirements of this Agreement.
- e) Business Associate agrees to report promptly and in writing to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement and any security incidents within the meaning of 45 CFR § 164.304 of which it becomes aware. In addition, Business Associate agrees to comply with any other federal and state requirements, including but not limited to the American Recovery and Reinvestment Act regarding notification in the case of breach.
- f) Business Associate agrees to ensure, through written agreement that any agent, including a subcontractor, to whom it provides Protected Health Information agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- g) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of protected

Health Information by Business Associate in violation of the requirements of this Agreement.

- h) Business Associate agrees to require its employees, agents, and subcontractors to immediately report to Business Associate, any use or disclosure of Protected Health Information in violation of this Agreement and to report to Cover Entity any use or disclosure of the Protected Health Information not provided for by this Agreement. The Business Associate shall notify any Privacy and/or Security incident to the Client's Security and Privacy Officer no later than eight (8) hours after the Business Associate management learns of the incident. The contact persons shall be the following in the established order:

Ejaz Mazhar, Security Officer – 877-233-7058 ext. 125 ,
Email: emazhar@qualityhealthplansny.com

Compliance Department – email – compliancemail@qualityhealthplansny.com

- i) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- j) 3.8 Access to Protected Health Information. Business Associate agrees to make available to the individual(s) their Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule.

3.9 Amendment of Protected Health Information. Within ten (10) Days after receipt of a request from Covered Entity for an amendment of PHI or a record about an Individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and shall incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.524. If an Individual requests an amendment of PHI directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) Days after the request. Any denial of amendment of PHI maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity. Upon Covered Entity's approval, Business Associate shall appropriately amend the Protected Information maintained by it, or its agents or subcontractors.

3.10 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining Business Associate's compliance with the Privacy Rule. Business Associate shall notify Covered Entity regarding any Protected Information that Business Associate provides to the Secretary concurrently with

providing such Protected Information to the Secretary, and upon Covered Entity's request, shall provide Covered Entity with a duplicate copy of such Protected Information.

3.11 Accounting of Disclosures. Within ten (10) Days after notice by Covered Entity of a request for an accounting of disclosures of PHI, Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528. Such accounting shall be provided to Covered Entity at the address, and to the attention of, the department specified by Covered Entity at the time that such request for accounting is made by Covered Entity. Business Associate need not provide an accounting of disclosures made (i) to carry out treatment, payment or Health Care Operations; (ii) to Individuals of their own PHI; (iii) to persons involved in the Individual's care (iv) for national security or intelligence purposes as set forth in 45 CFR 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 CFR Section 164.512(k)(5); or (vii) prior to the compliance date. Business Associate will implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years. At a minimum, Business Associate shall record (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose for the disclosure that reasonably informs the Individual of the basis for the disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) business days after a request notify Covered Entity about such request. Covered Entity shall either inform Business Associate to provide such information directly to the Individual, or it shall request the information to be immediately forwarded to Covered Entity for compilation and distribution to such Individual. Business Associate shall not disclose any PHI except as set forth in Section 3.1(b) of this Agreement.

3.12. Access. Within ten (10) business days after a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether Business Associate has complied with this Agreement; provided, however, that (i) Business Associate and Covered Entity mutually agree in advance upon the scope, location and timing of such an inspection; and (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibilities to comply with this Agreement, nor does Covered Entity's (i) failure to detect or (ii) failure to notify Business Associate or to require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement

SECTION 4. OBLIGATIONS OF COVERED ENTITY

- (a) 4.1 Changes in Individual Permission. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by

individual to Use or Disclose Protected Health Information, if such changes affect Business Associate's permitted or required Use or Disclosure of Protected Health Information.

4.2 Restrictions. Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522 if such restriction(s) affect Business Associate's Use or Disclosure of Protected Health Information.

SECTION 5. TERM AND TERMINATION

a. 5.1 Term. The term of this Agreement shall be effective as of the date first written above, and shall terminate concurrent with the termination of the underlying agreement or arrangement between the Parties. Notwithstanding the foregoing, Business Associate's obligations under Section 3 herein shall survive the termination of this Agreement.

5.2 Termination Without Cause. Either party may terminate this Agreement at any time without cause upon thirty (30) days written notice to the other.

5.3 Termination for Cause.

(a) Upon Covered Entity's knowledge of a material breach by Business Associate or its agents or subcontractors, Covered Entity shall have the right to immediately terminate this Agreement and the agreement or arrangement between the Parties, notwithstanding any provision to the contrary set forth in such agreement or arrangement.

(b) If Covered Entity learns of a pattern of activity or practice of Business Associate or its subcontractors or agents that constitutes a material breach or violation of the Business Associate's obligations under the provisions of this Agreement and does not immediately terminate this Agreement pursuant to Section 5.2 of Business Associate Agreement or Section 16 of Agent Producing Contract, then Covered Entity may insist that Business Associate cure such breach or end to such violation, as applicable. If Business Associate does not cure or cease the violation, Covered Entity shall either (i) terminate this Agreement if, in Covered Entity's sole discretion, it is feasible or (ii) report Business Associate's breach or violation to the Secretary if such termination is not feasible.

(c) Covered Entity may terminate this Agreement effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) there is a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws in any administrative or civil proceeding in which Business Associate has been joined.

5.4 Effect of Termination.

(a) Except as provided in paragraph (b) of this subsection, upon termination of this Agreement, or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Information.

(b) In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such Protected Health Information.

SECTION 6. INDEMNIFICATION

Business Associate shall indemnify, hold harmless and defend Covered Party from and against any and all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in connection with any violations of the responsibilities imposed by this Agreement or by the HIPAA Regulations in regard to Protected Information that are caused by the fault, inattention, inadvertence or neglect of Business Associate or its subcontractors and agents. Business Associate will be responsible for any claims, demands, judgments, actions and proceedings made by any person or organization arising out of or in any way connected with Business Associate's or its subcontractors' or agents' performance under this Agreement. This indemnification shall include reasonable expenses including attorneys' fees incurred by defending such claims and damages incurred by reason of the Business Associate's failure to comply with applicable laws, ordinances and regulations or for damages caused by Business Associate.

Business Associate shall make itself and any employees, subcontractors, or agents assisting Business Associate in the performance of its obligations under this Agreement, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or provide requested information, or to serve any other appropriate role, in the event of litigation or administrative proceedings which commence against Covered Entity, its directors, officers, or employees, based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

Covered Entity shall indemnify, hold harmless and defend Business Associate from and against any and all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in connection with any violations of the responsibilities imposed by this Agreement or by the HIPAA Regulations in regard to Protected Information that are caused by the fault, inattention, inadvertence or neglect of Business Associate or its subcontractors and agents.

SECTION 7. MISCELLANEOUS

7.1 No Rights in Third Parties. Except as expressly stated herein or the HIPAA Privacy Rule or Security Rule, the Parties to this Agreement do not intend to create any rights in any third parties.

7.2 Survival. The obligation of Business Associate under this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the agreement, arrangement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

7.3 Amendment. This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agrees that this Agreement will be automatically amended to conform to any changes in the Privacy Rule as is necessary for a Covered Entity to comply with the current requirements of the Privacy Rule, the Security Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

7.4 Assignment. Business Associate may not assign or delegate its respective rights and obligations under this Agreement without the prior written consent of Covered Entity.

7.5 Independent Contractor. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship.

7.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

7.7 No Waiver. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasion shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

- a) 7.8 Interpretation. Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and the Security Rule.

7.9 Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

7.10 Notice. Any notification required in this Agreement shall be made in writing to the representatives of the other Party who signed this Agreement or the person currently serving in that representative's position with the other Party.

7.11 Subcontractors. Business Associate may not subcontract performance obligations under this Agreement without the express written consent of Covered Party.

7.12 Changes in Laws. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule and other applicable laws relating to the security or confidentiality of Protected Information. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Protected Information. Covered Entity may terminate this Agreement upon thirty (30) Days written notice in the event that Business Associate either (i) fails to promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to this Section, or (ii) Business Associate does not enter into an appropriate amendment to this Agreement which provides assurances that Protected Information will be safeguarded in a manner which Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

7.13. Sole Responsibility. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of Protected Information.

7.14 Compliance with Laws. Business Associate will comply with all appropriate state security and privacy laws, to the extent that such laws are more protective of Individual privacy than are the HIPAA laws.

7.15 Authority. The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding agreement.

7.16 Counterparts. This Agreement may be executed in multiple counterpart copies all of which shall constitute one and the same Agreement and each of which shall constitute an original, and shall become effective when each party, or its duly authorized representative, has executed it.

SIGNATURES ON FOLLOWING PAGE

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

QHPNY

By: _____

Print Name: _____

Title: _____

Contact Tel. # _____

Address: _____

BUSINESS ASSOCIATE

By: _____

Print Name: _____

Title: _____

Contact Tel. # _____

Address: _____



Agent/Broker Contact Sheet Quality Health Plans of New York

Please take the time to give us some valuable information about you that will assist in our administrative duties.

Name: _____

Address: _____

City: _____ Zip: _____

Email Address: _____

Phone: (Home): _____

Phone: (Cell): _____

Fax: _____

Insurance License #: _____

Social Security #: _____

E & O Insurance Policy #: _____ (if Independent)

E & O Company: _____ (if Independent)

Driver's License #: _____ (if Captive Agent)

Auto Insurance Policy #: _____ (if Captive Agent)

*****Please be sure a copy of your Driver's License, Auto Insurance Card, NY Health License and W9 form are included so your commission is not delayed.*****



QUALITY HEALTH PLANS of NEW YORK
ABSOLUTE ASSIGNMENT FORM

To Whom It May Concern:

I wish for my commissions to be paid to Genesis Business Capital, Inc. (Agency or General Agent)

The tax identification number is

My Social Security number is

Agent Name Print

Agent Signature

Date

Genesis Business Capital, Inc.

General Agent Name

General Agent Signature

Date



Quality Health Plans of New York
A Medicare Advantage Plan

Marketing Code of Ethics

Marketing Representatives of Quality Health Plans of New York (QHPNY), associates are required to adhere to the guidelines set forth by the Medicare Managed Care Manual, Chapter 3 Section 70; QHP, and the State of New York. Marketing Representatives are expected to act in a professional manner at all times, and to stay in compliance. Violations of the regulations governing Medicare Advantage Marketing are considered serious, and will result in disciplinary action, up to and including contract termination, and/or notification provided to the New York State Department of Health.

- I treat all prospects and members with dignity and respect and provide courteous and outstanding service.
- I do not discriminate on the basis of race, creed, color, sex, age, or national origin, or health status.
- I provide my name and the Company name and reason for my visit during my introduction, and do not mislead prospects as to any association with Medicare or any other State or Federal entity.
- I do not use high pressure tactics, solicit business door-to-door, or use gifts as inducements to enroll.
- I ensure that all applications are complete and do not alter them in any way.
- I fully explain the application and instruct prospects to use only true statements.
- I do not mislead prospects or make false statements in an attempt to induce enrollment. I only use company approved claims.
- I obey all federal and state rules, regulations and laws regarding QHP Medicare Advantage plans.
- I do not disparage QHPNY's competition in any way.
- I understand that a violation of the Marketing Code of Ethics could result in disciplinary action, up to and including termination of my contract and possible legal action based upon CMS guidelines and state legal statutes.
- I fully explain the Lock-in Provision of the Medicare Advantage application to all potential members.
- I abide by the CMS nominal gift rule which limits give-a-ways at educational and marketing events to a retail value of \$15.00 or less.
- I always follow all company, state, and federal rules, policies, procedures and acceptable practices.

I, _____, have read and understand the above and agree to abide by it.

Please print full name

Associate's Signature

Date

QUALITY HEALTH PLANS OF NEW YORK, INC.

CODE OF BUSINESS CONDUCT AND ETHICS

**Adopted as of August 8, 2011
Revised October 13, 2014**

INTRODUCTION

About Quality Health Plans of New York, Inc.

Quality Health Plans of New York, Inc. (“QHP” or the “Company”) is a Medicare Advantage Plan dedicated to providing high quality standards, and the most effective, innovative, and optimum care programs in the healthcare industry.

QHP strives to be recognized as the highest quality, most innovative, cost-efficient, and effective delivery system for healthcare services in the State of New York.

QHP is dedicated to providing quality care and services for all members. QHP fulfills its responsibilities to members, practitioners, providers and the community through continuous and systematic measurement, assessment and improvement of its systems and processes.

Values QHP shares as a Company:

- Teamwork;
- Fair & Ethical Conduct;
- Commitment to Quality; and
- Consumer Focus.

About the Code of Business Conduct and Ethics

The Board of Directors for QHP established this Code of Business Conduct and Ethics (“Code”) to aid the Company’s directors, officers and employees in making ethical and legal decisions when conducting the Company’s business and performing their day-to-day duties.

QHP’s Board of Directors or a committee of the Board is responsible for administering this Code. The Board of Directors has delegated day-to-day responsibility for administering and interpreting the Code to a Compliance Officer. Monique Slater has been appointed the Company’s Compliance Officer under this Code.

QHP expects its directors, officers and employees to exercise reasonable judgment when conducting the Company’s business. The Company encourages its directors, officer and employees to review this Code and to refer back to it frequently to ensure that they are acting within both the letter and the spirit of this Code. QHP also understands that this Code will not contain the answer to every situation you may encounter or every concern you may have about conducting the Company’s business ethically and legally. In these situations, or if you otherwise have questions or concerns about this Code, QHP encourages each officer and employee to speak with his or her supervisor, or if you are uncomfortable doing that, with the Compliance Officer appointed for this Code.

Training

The Company, under the guidance of its Compliance Officer, will maintain and update training and monitoring programs to educate its directors and employees on the legal and regulatory requirements of their respective duties and positions, and to detect possible violations. These

programs may include additional written policies, informational handouts and memoranda or, when appropriate, training seminars in selected areas. The Company will continue to monitor and promote compliance with existing and new federal and state laws and regulations.

Each of us is responsible for knowing and understanding the policies and guidelines contained in the following pages. If you have questions, ask them; if you have ethical concerns, raise them.

The Compliance Officer, who is responsible for overseeing and monitoring compliance with the Code and the other resources set forth in the Code, is available to answer your questions and provide guidance and for you to report suspected misconduct. Our conduct should reflect QHP's values, demonstrate ethical leadership, and promote a work environment that upholds the Company's reputation for integrity, ethical conduct and trust.

OUR COMPANY

QHP employees are expected to dedicate their best efforts to conduct QHP business in compliance with all applicable laws, rules and regulations and avoid any actual or apparent conflicts with the interests of the Company.

Compliance with Governmental Laws, Rules and Regulations

We each have a duty to conduct the Company's business in compliance with all applicable governmental laws, rules and regulations.

Conflicts of Interest

In order to maintain the highest degree of integrity in the conduct of QHP's business and to maintain your independent judgment, you must avoid any activity or personal interest that creates or appears to create a conflict between your interests and the interests of the Company. A conflict of interest occurs when your private interests interfere in any way, or even appear to interfere, with the interests of the Company as a whole. A conflict situation can arise when you take actions or have interests that make it difficult for you to perform your company work objectively and effectively.

You should never act in a manner that could cause you to lose your independence and objectivity or that could adversely affect the confidence of our members, customers, providers, vendors and business partners or your fellow employees in the integrity of the Company or its procedures.

Although we cannot list every conceivable conflict, following are some common examples that illustrate actual or apparent conflicts of interest that should be avoided:

Improper Personal Benefits from the Company

Conflicts of interest arise when an employee, officer or director, or a member of his or her family, receives improper personal benefits as a result of his or her position in the Company. You may not accept any benefits from the Company that have not been duly authorized and approved pursuant to QHP policy and procedure, including any QHP loans or guarantees of your personal obligations.

Financial Interests in Other Businesses

QHP employees and their immediate families may not have an ownership interest in any other enterprise if that interest compromises or appears to compromise the employee's loyalty to the Company. For example, you may not own an interest in a company that competes with QHP. Executive officers and members of the Board of Directors must obtain the written approval of the Audit Committee of the Board of Directors before making any such investment.

Business Arrangements with the Company

Without prior written approval from the Company's Compliance Officer, you may not participate in a joint venture, partnership or other business arrangement with the Company or any of its affiliates. (Executive officers and members of the Board of Directors must obtain the prior written approval of the Audit Committee of the Board of Directors before participating in such an arrangement.)

Outside Employment or Activities With a Competitor

Simultaneous employment with, or serving as a director, or other representative of a competitor of QHP is strictly prohibited, as is any activity that is intended to or that you should reasonably expect to advance a competitor's interests. You may not market products or services in competition with the Company's current or potential business activities. It is your responsibility to consult with the Company's Compliance Officer to determine whether a planned activity will compete with any of the Company's business activities before you pursue the activity in question.

Compliance with this standard requires full disclosure on the part of all Company personnel. Accordingly, you must disclose all actual or potential conflicts of interest, and any material transaction or relationship that reasonably could be expected to give rise to such a conflict, to your supervisor, the Company's Compliance Officer or a member of the Board of Directors, so that the Company can determine whether a conflict exists and if so, what actions should be taken to eliminate or avoid the conflict.

Corporate Opportunities

As employees, officers and directors of the Company, we owe a duty to the Company to advance its legitimate interests when the opportunity to do so arises. You may not take for yourself personally opportunities that are discovered through the use of corporate property, information or position or use corporate property, information or position for personal gain, nor may you compete with the Company.

Entertainment, Gifts and Gratuities

When you are involved in making business decisions on behalf of the Company, your decisions must be based on uncompromised and objective judgment. Employees interacting with any person who has business dealings with the Company (including providers, customers, competitors, or consultants) must conduct such activities in the best interest of QHP, using consistent and unbiased standards. Employees must not accept any gifts, entertainment or gratuities that could influence or be perceived to influence our decisions, or be in a position to

derive any direct or indirect benefit or interest from a party having business dealings with the Company. You must never request or ask for gifts, entertainment or any other business courtesies from people doing business with the Company.

Unsolicited gifts and business courtesies, including meals and entertainment, are permissible if they are customary and commonly accepted business courtesies; not excessive in value; and given and accepted without an express or implied understanding that you are in any way obligated by your acceptance of the gift. Gifts that are extravagant in value or unusual in nature should not be accepted without the prior written approval QHP's Compliance Officer.

Gifts of cash or cash equivalents (including gift certificates, securities, below-market rate loans, *etc.*) in any amount are prohibited and must be returned promptly to the donor.

Offering Gifts and Entertainment

When you are providing a gift, entertainment or other accommodation in connection with QHP business, you must do so in a manner that is in good taste and without excessive expense. You may not give or offer to give any gift that is of more than token value or that goes beyond the common courtesies associated with accepted business practices.

Our providers and customers likely have gift and entertainment policies of their own. You must be careful never to provide a gift or entertainment that violates the other company's gift and entertainment policy.

What is acceptable in the commercial business environment may be entirely unacceptable in dealings with the government. There are strict laws in the United States that govern providing gifts, including meals, entertainment, transportation and lodging, to government officials and employees. You are prohibited from providing gifts or anything of value to government officials or employees or members of their families in connection with Company business without prior written approval from the Company's Compliance Officer. For more information, see the section of the Code regarding "Interacting with Government."

Giving or receiving *any* payment or gift in the nature of a bribe or kickback is absolutely prohibited.

If you encounter an actual or potential conflict of interest, face a situation where declining the acceptance of a gift may jeopardize a Company relationship, are requested to pay a bribe or provide a kickback, or encounter a suspected violation of this policy, you must report the situation to the Company's Compliance Officer immediately.

Protection and Proper Use of Company Assets

We each have a duty to protect the Company's assets and ensure their efficient use. Theft, carelessness and waste have a direct impact on the Company's profitability. We should take measures to prevent damage to and theft or misuse of Company property. When you leave the Company, all the Company property must be returned to the Company. Except as specifically authorized by the Company, Company assets, including Company time, equipment, materials, resources and proprietary information, must be used for legitimate business purposes only.

Company Books and Records

The Company's books, records and accounts must accurately and fairly reflect the business transactions and assets of the Company. You must complete all Company documents accurately, truthfully, and in a timely manner. When applicable, documents must be properly authorized. You must record the Company's financial activities in compliance with all applicable laws and accounting practices. The making of false or misleading entries, records or documentation is strictly prohibited. You must never create a false or misleading report or make a payment or establish an account on behalf of the Company with the understanding that any part of the payment or account is to be used for a purpose other than as described by the supporting documents.

If you are not sure about the accuracy or completeness of the information, do not guess. Do what you can find to correct the information or discuss the situation with your supervisor.

Accurate Medical Records and Information

The Company's medical records and information must be complete and accurate in all respects and maintained in material conformity with practice standards and applicable requirements of any government authority having regulatory jurisdiction over QHP. You must ensure at all times that all billing policies, arrangements, medical records, protocols and instructions comply with reimbursement requirements under Medicare, Medicaid and other applicable medical reimbursement programs.

Record Retention

In the course of its business, QHP produces and receives large numbers of documents. Numerous laws require the retention of certain Company documents for various periods of time. The Company is committed to compliance with all applicable laws and regulations relating to the preservation of records. The Company's policy is to identify, maintain, safeguard and destroy or retain all records in the Company's possession on a systematic and regular basis. Under no circumstances are Company records to be destroyed selectively or to be maintained outside Company premises or designated storage facilities.

If you become aware of a subpoena or other order for the production of documents or a pending, imminent or contemplated litigation or government or regulatory investigation, you should immediately contact the Company's Compliance Officer.

You must retain and preserve all records that may be responsive to the subpoena/document production order or relevant to the litigation or that may pertain to the investigation until you are advised by the Company's Compliance Officer as to how to proceed. You must not destroy any such records in your possession or control. You must also affirmatively preserve from destruction all relevant records that without intervention would automatically be destroyed or erased (such as e-mails and voicemail messages).

Destruction of such records, even if inadvertent, could seriously harm the Company. Any questions regarding whether a particular record pertains to a pending, imminent or contemplated investigation or litigation or may be responsive to a subpoena/document production order or

regarding how to preserve particular types of records should be directed to the to the Company's Compliance Officer.

Confidential Information

All employees may learn, to a greater or lesser degree, facts about the Company's business, plans, finances, strategies, operations that are not known to the general public or to competitors. Sensitive information such as member data, the terms offered or prices charged to particular customers, marketing or strategic plans, product specifications and production techniques are examples of the Company's confidential information or trade secrets.

Confidential information includes all non-public information that might be of use to competitors, or harmful to the Company or its members, customers, providers, vendors and business partners, if disclosed. During the course of performing your responsibilities, you may obtain information concerning possible transactions with other companies or receive confidential information concerning other companies, such as our customers, which the Company may be under an obligation to maintain as confidential.

You must maintain the confidentiality of information entrusted to you by the Company or its customers, except when disclosure is authorized or legally mandated. Employees who possess or have access to confidential information or trade secrets must:

- Not use the information for their own benefit or the benefit of persons inside or outside of the Company;
- Guard carefully against disclosure of that information to people outside the Company. For example, you should not discuss such matters with family members or business or social acquaintances or in places where the information may be overheard, such as taxis, public transportation, elevators or restaurants;
- Not disclose confidential information to another Company employee unless the employee requires the information to carry out business responsibilities; and

Confidentiality agreements are used commonly when the Company needs to disclose confidential information to providers, consultants, or others. A confidentiality agreement puts the person receiving confidential information on notice that he or she must maintain the secrecy of such information. If, in doing business with persons not employed by the Company, you foresee that you may need to disclose confidential information, you should contact the Compliance Officer and discuss the utility of entering into a confidentiality agreement.

Your obligation to treat information as confidential does not end when you leave the Company. Upon the termination of your employment, you must return everything that belongs to the Company, including all documents and other materials containing Company and customer confidential information. You must not disclose confidential information to a new employer or to others after you are no longer a QHP employee.

You may not disclose your previous employer's confidential information to the Company. Of course, you may use general skills and knowledge acquired during your previous employment.

Confidential Member Information

As part of its business, QHP receives medical information and other personal information from health care providers and members, including information related to members' medical conditions and health status. You must respect and preserve the confidentiality of all member health information, and other personal, confidential, or non-public information of our member. All QHP employees, providers and vendors are required to abide by the rules and regulations of the Health Insurance Portability and Accountability Act ("HIPAA"), as well as any applicable state law, concerning the privacy of customer health information and must do their part to protect it. You may make use of such information only for purposes of carrying out your job responsibilities, and must comply with all safeguards established by QHP for this purpose. Except as expressly permitted by the customer and by an federal and state law, you must not disclose such information to any third party.

Trademarks, Copyrights and Other Intellectual Property

Trademarks

Our logos and the names "Quality Health Plans of New York, Inc.," and "Quality Health Plans" are examples of Company trademarks. You must always properly use our trademarks and advise the Company's Compliance Officer of infringements by others. Similarly, the trademarks of third parties must be used properly.

Copyright Compliance

Works of authorship such as books, articles, drawings, computer software and other such materials may be covered by copyright laws. It is a violation of those laws and of QHP's policies to make unauthorized copies of or derivative works based upon copyrighted materials. The absence of a copyright notice does not necessarily mean that the materials are not copyrighted.

QHP licenses the use of much of its computer software from outside companies. In most instances, this computer software is protected by copyright. You may not make, acquire or use unauthorized copies of computer software. Any questions concerning copyright laws should be directed to the Compliance Officer.

Intellectual Property Rights of Others

It is Company policy not to infringe upon the intellectual property rights of others. When using the name, trademarks, logos or printed materials of another company, including any such uses on QHP's website, you must do so properly and in accordance with applicable law. If you have questions, please contact the Compliance Officer.

Computer and Communication Resources

QHP's computer and communication resources, including computers, voicemail and e-mail, provide substantial benefits, but they also present significant risks to you and the Company. It is extremely important that you take all necessary measures to secure your computer and any computer or voicemail passwords. All sensitive, confidential or restricted electronic information

must be password protected, and, if sent across the Internet, must be protected by Company-approved encryption software. If you have any reason to believe that your password or the security of a QHP computer or communication resource has in any manner been compromised, you must change your password immediately and report the incident to the Compliance Officer.

When you are using Company resources to send e-mail or voicemail or to access Internet services, you are acting as a representative of QHP. Any improper use of these resources may reflect poorly on the Company, damage its reputation, and expose you and QHP to legal liability.

All of the computing resources used to provide computing and network connections throughout the organization are the property of QHP and are intended for use by QHP employees to conduct the Company's business. All e-mail, voicemail and personal files stored on QHP computers are the Company property.

You should therefore have no expectation of personal privacy in connection with these resources.

You may use the Company's computers and communication resources for minor personal use. This must never compromise the security of the Company's information. Remember, also, that QHP may access, review, and disclose any information contained on its systems (including information and computer systems) or other property, unless restricted by federal, state or local law. QHP may also request that its property be returned at any time.

You should not use Company resources in a way that may be disruptive or offensive to others or unlawful. At all times when sending e-mail or transmitting any other message or file, you should not transmit comments, language, images or other files that you would be embarrassed to have read by any person. Remember that your "private" e-mail messages are easily forwarded to a wide audience. In addition, do not use these resources in a wasteful manner.

Use of computer and communication resources must be consistent with all other Company policies, including those relating to harassment, privacy, copyright, trademark, trade secret and other intellectual property considerations.

Responding to Inquiries from the Press and Others

Information disseminated about QHP must be full, fair, accurate, consistent and understandable. For this reason, only Company employees who are not official Company spokespersons may not grant interviews, make public appearances, post comments on internet blogs, write "letters to the editor" or speak with the media, the press, other groups or organizations or the public as a Company representative unless specifically authorized to do so by the Compliance Officer.

FAIR DEALING

Antitrust (Competition) Laws

While the Company competes vigorously in all of its business activities, its efforts in the marketplace must be conducted in accordance with the letter and spirit of applicable antitrust and competition laws. While it is impossible to describe antitrust and competition laws fully in any

code of business conduct, the Code will give you an overview of the types of conduct that are particularly likely to raise antitrust concerns. If you are or become engaged in activities similar to those identified in the Code, you should consult the Compliance Officer for further guidance.

QHP complies with all applicable antitrust laws. Anticompetitive behavior in violation of antitrust laws can result in criminal penalties, both for you and for the Company. The following conduct could raise issues under the antitrust laws. Do not engage in this conduct, and if you are asked to do so by a competitor, consult with your supervisor on how to proceed:

- Entering into any agreement, understanding, or even discussion with a competitor regarding which providers the Company will contract with and any terms of those provider contracts.
- Entering into any agreement, understanding, or even discussion with a competitor regarding which health plan offerings or other products or services the Company will sell, and the terms of such offerings, products or services.

In addition, certain contract terms can raise antitrust issues, and should be reviewed by counsel. These include terms that involve exclusivity, make the agreement to provide one product or service conditioned on an agreement to provide another, or “most-favored nation” provisions.

QHP prohibits taking unfair advantage of others through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair dealings.

OUR WORKPLACE

Respecting One Another

The way we treat each other and our work environment affects the way we do our jobs. All employees want and deserve a work place where they are respected and appreciated. Everyone who works for the Company must contribute to the creation and maintenance of such an environment, and supervisors and managers have a special responsibility to foster a workplace that supports honesty, integrity, respect and trust.

Employee Privacy

We respect the privacy and dignity of all individuals. QHP collects and maintains personal information that relates to your employment, including medical and benefit information. Special care is taken to limit access to personal information to Company personnel with a need to know such information for a legitimate purpose. Employees who are responsible for maintaining personal information and those who are provided access to such information must not disclose private information in violation of applicable law or in violation of the Company's policies.

Personal items, messages, or information that you consider to be private should not be placed or kept in telephone systems, computer or electronic mail systems, office systems, offices, work spaces, desks, or file cabinets. QHP reserves all rights, to the fullest extent permitted by law, to

inspect such systems and areas and to retrieve information or property from them when deemed appropriate in the judgment of management.

Equal Employment Opportunity and Nondiscrimination

The Company is an equal opportunity employer in hiring and promoting practices, benefits and wages. We will not tolerate discrimination against any person on the basis of race, religion, color, gender, age, marital status, national origin, sexual orientation, citizenship, Vietnam-era or disabled veteran status or disability (where the applicant or employee is qualified to perform the essential functions of the job with or without reasonable accommodation), or any other basis prohibited by law in recruiting, hiring, placement, promotion, or any other condition of employment.

You must treat all Company employees, customers, suppliers and others with respect and dignity.

Sexual and Other Forms of Harassment

QHP policy strictly prohibits any form of harassment in the workplace, including sexual harassment. The Company will take prompt and appropriate action to prevent and, where necessary, discipline behavior that violates this policy.

Sexual Harassment

Sexual harassment includes unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- submission to such conduct is made a term or condition of employment;
- submission to or rejection of such conduct is used as a basis for employment decisions; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, offensive, hostile or humiliating work environment.

Forms of sexual harassment include, but are not limited to, the following:

- verbal harassment, such as unwelcome comments, jokes, or slurs of a sexual nature;
- physical harassment, such as unnecessary or offensive touching, or impeding or blocking movement; and
- visual harassment, such as derogatory or offensive posters, cards, cartoons, graffiti, drawings or gestures.

Other Forms of Harassment

Harassment on the basis of other characteristics is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that degrades or shows hostility or hatred toward an individual because of his or her race, color, national origin, citizenship, religion, sexual orientation, marital status, age, mental or physical handicap or disability, veteran status or any other characteristic protected by law, which

- has the purpose or effect of creating an intimidating, hostile, or offensive work environment;
- has the purpose or effect of unreasonably interfering with an individual's work performance; or
- otherwise adversely affects an individual's employment.

Harassing conduct includes, but is not limited to, the following: nicknames; slurs; negative stereotyping; threatening, intimidating or hostile acts; and written or graphic material that ridicules or shows hostility or aversion to an individual or group and that is posted on QHP premises or circulated in the workplace.

Reporting Responsibilities and Procedures

If you believe that you have been subjected to harassment of any kind, you should promptly report the incident to your supervisor, the harasser's supervisor, the Compliance Officer or the Human Resources Department. If you feel comfortable doing so, you may also wish to confront the offender and state that the conduct is unacceptable and must stop. Complaints of harassment, abuse or discrimination will be investigated promptly and thoroughly and will be kept confidential to the extent possible. QHP will not in any way retaliate against any employee for making a good faith complaint or report of harassment or participating in the investigation of such a complaint or report.

QHP encourages the prompt reporting of all incidents of harassment, regardless of who the offender may be, or the offender's relationship to the Company. This procedure should also be followed if you believe that a non-employee with whom you are required or expected to work has engaged in prohibited conduct. Supervisors must promptly report all complaints of harassment to the Human Resources Department and the Compliance Officer.

Any employee who is found to be responsible for harassment, or for retaliating against any individual for reporting a claim of harassment or cooperating in an investigation, will be subject to disciplinary action, up to and including termination.

Remember that, regardless of legal definitions, QHP expects employees to interact with each other in a professional and respectful manner.

Safety in the Workplace

The safety and security of employees is of primary importance. You are responsible for maintaining our facilities free from recognized hazards and obeying all Company safety rules. Working conditions should be maintained in a clean and orderly state to encourage efficient operations and promote good safety practices.

Drugs and Alcohol

QHP intends to maintain a drug-free work environment. You may not use, possess or be under the influence of alcohol on QHP premises.

You cannot use, sell, attempt to use or sell, purchase, possess or be under the influence of any illegal drug on QHP premises or while performing the Company business on or off the premises.

INTERACTING WITH THE GOVERNMENT

Prohibition on Gifts to Government Officials and Employees

The various branches and levels of government in the United States have different laws restricting gifts, including meals, entertainment, transportation and lodging, that may be provided to government officials and government employees. You are prohibited from providing gifts, meals or anything of value to government officials or employees or members of their families without prior written approval from the Compliance Officer.

Political Contributions and Activities

Laws of certain jurisdictions prohibit the use of Company funds, assets, services, or facilities on behalf of a political party or candidate. Payments of corporate funds to any political party, candidate or campaign may be made only if permitted under applicable law and approved in writing in advance by the Compliance Officer.

Your work time may be considered the equivalent of a contribution by the Company. Therefore, you will not be paid by QHP for any time spent running for public office, serving as an elected official, or campaigning for a political candidate. Nor will QHP compensate or reimburse you, in any form, for a political contribution that you intend to make or have made.

Lobbying Activities

Laws of some jurisdictions require registration and reporting by anyone who engages in a lobbying activity. Generally, lobbying includes: (1) communicating with any member or employee of a legislative branch of government for the purpose of influencing legislation; (2) communicating with certain government officials for the purpose of influencing government action; or (3) engaging in research or other activities to support or prepare for such communication.

So that QHP may comply with lobbying laws, you must notify the Compliance Officer before engaging in any activity on behalf of the Company that might be considered "lobbying" as described above.

AUDITS AND INVESTIGATIONS

All employees have a duty to cooperate fully in all audits, inquiries, investigations, or other reviews conducted by the Compliance Department, Finance Department, Human Resources, Board of Directors or any Committee thereof, and any of these entities' outside advisors consultants and/or counsel.

Full cooperation includes promptly, completely and truthfully complying with all requests for

documents, information and interviews, including, but not limited to:

- retaining and producing, as requested, all potentially relevant corporate data, documents, files and records;
- attending interviews and responding completely and truthfully to any and all interview questions; and
- where an audit, inquiry, investigation or other review is being conducted by an outside advisor, consultant or counsel, complying with that outside entity's requests under the direction of the Legal Department.

Failure to comply with this provision of the Code will lead to disciplinary action, up to and including termination.

IMPLEMENTATION OF THE CODE

Responsibilities

While each of us is individually responsible for putting the Code to work, we need not go it alone. QHP has a number of resources, people and processes in place to answer our questions and guide us through difficult decisions.

Copies of the Code are available from the Compliance Officer and on the Compliance Portal. A statement of compliance with the Code must be signed by all directors, officers and employees on an annual basis.

Seeking Guidance

The Code cannot provide definitive answers to all questions. If you have questions regarding any of the policies discussed in the Code or if you are in doubt about the best course of action in a particular situation, you should seek guidance from your supervisor, the Compliance Officer or the other resources identified in the Code.

Non-Retaliation

The Company prohibits retaliation against any employee for reporting in good faith a possible violation of this Code or of a law, rule or regulation. Retaliation for reporting a federal offense is illegal under federal law.

In no event will the Company take or threaten any action against you as a reprisal or retaliation for making a complaint or disclosing or reporting information in good faith. However, if a reporting individual was involved in any improper activity, the individual may be disciplined appropriately, even if he or she was the one to disclose the information to the Company. In these circumstances, we may consider the decision to report the matter, and any subsequent cooperation, as mitigating factors in any disciplinary decision.

Reporting Violations

If you know of or suspect a violation of applicable laws, rules or regulations, the Code, or the Company's related policies, you must immediately report that information to your supervisor, the Compliance Officer or a member of the Board of Directors. Failure to report a suspected violation of the Code is itself a violation of the Code and could subject you to disciplinary action, up to and including suspension or termination in each case, in accordance with applicable laws.

Investigations of Suspected Violations

All reported violations will be promptly investigated and treated confidentially to the greatest extent possible. It is imperative that reporting persons not conduct their own preliminary investigations. Investigations of alleged violations may involve complex legal and other issues, and acting on your own may compromise the integrity of an investigation and adversely affect both you and the Company.

Discipline for Violations

QHP intends to use every reasonable effort to prevent the occurrence of conduct not in compliance with its Code and to halt any such conduct that may occur as soon as reasonably possible after its discovery. QHP personnel who violate the Code and/or other Company policies and procedures may be subject to disciplinary actions, up to and including suspension or discharge. In addition, disciplinary measures, up to and including suspension or termination, may be taken against anyone who directs or approves infractions or has knowledge of them and does not promptly report and correct them in accordance with Company policies.

Waivers of the Code

The Company will waive application of the policies set forth in the Code only where circumstances warrant granting a waiver, and then only in conjunction with any appropriate monitoring of the particular situation. Waivers of the Code for directors and executive officers may be made only by the Board of Directors.

No Rights Created

The Code is a statement of the fundamental principles and key policies and procedures that govern the conduct of the Company's business. It is not intended to and does not create any rights in any employee, customer, supplier, competitor or any other person or entity.

Remember

Ultimate responsibility to assure that we as a Company comply with the many laws, regulations and ethical standards affecting our business rests with each of us. You must become familiar with and conduct yourself strictly in compliance with those laws, regulations and standards and the Company's policies and guidelines pertaining to them.



Quality Health Plans of New York
A Medicare Advantage Plan

Marketing Training Acknowledgement

I, _____, hereby certify that I attended the Quality Health Plans of New York, Inc. On-line Marketing training session on _____ 2014

During the training, I received information that enabled me to:

- ❖ Understand Medicare Basics
- ❖ Understand the Different types of Medicare Health Plans
- ❖ Understand Medicare Drug Coverage
- ❖ Differentiate Between Educational and Sales Events
- ❖ Explain Medicare Plan Enrollment and Disenrollment
- ❖ Understand Medicare Beneficiaries' Rights
- ❖ Ethically Represent QHPNY in the Medicare Marketplace

Signature

Date
