

# **Universal American** **Pyramid Today's Options**

Life and Health Insurance Company

## **Contracting Checklist**

Complete and sign the following items.

- ❑ Completed & Signed Agent Application & Agreement (3 pgs)
- ❑ Completed W-9 Form (1 pg)
- ❑ Copy of a Voided Check (there are NO paper checks) (1 pg)
- ❑ Copy of Your Insurance License (or)
- ❑ Copy of Your Insurance Agency License
- ❑ Copy of Your Errors & Omissions

**Fax Completed Signature Pages to: (417) 877-1336**

**Any Questions? Please call us at... (800) 647-0724**

**Osborn & Associates**  
3444G S. Campbell Avenue  
Springfield MO 65807-5102

*Please read and fill out the entire contract and make personal copies.  
Thank You for your business!*

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**Health | Life | Group | Medicare | Long Term Care | Annuities**

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**CMS-Approved Medicare Advantage and Prescription Drug Plans  
(State Appointment Fee Required)**

**I. APPLICATION**

**Section 1: AGENT INFORMATION**

First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_ Last Name \_\_\_\_\_

Res. Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone (\_\_\_\_) \_\_\_\_\_ Work Phone (\_\_\_\_) \_\_\_\_\_

E-mail Address \_\_\_\_\_ Social Security Number \_\_\_\_\_

Fax Number (\_\_\_\_) \_\_\_\_\_ Birth Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

1. Are you currently appointed with any of the following subsidiaries of Universal American Financial Corp.? Each entity listed below is an "Affiliate Company." (Check all that apply.)

- American Exchange     American Pioneer     American Progressive     Constitution Life  
 Marquette National     Pennsylvania Life     Pyramid Life     Union Bankers

a. If yes, provide your current Agent Number: \_\_\_\_\_

b. What other company(s) are you currently appointed with: \_\_\_\_\_

2. I am contracting as a(n):     Individual (Sole Proprietor)     Corporation     Partnership

a. Please identify each ("Company") listed below that you wish to contract with to sell Medicare Advantage ("MA or MA-PD") or Prescription Drug Plans ("PDP"). Each entity listed below, with the exception of ABRI Health Plan, Inc., is an "Affiliate Company." (Check all that apply.)

- |   |   |
|---|---|
| <input type="checkbox"/> ABRI Health Plan, Inc.* (Today's Health <sup>3</sup> )   | <input type="checkbox"/> Global Health, Inc. (Generations Healthcare <sup>3</sup> )         |
| <input type="checkbox"/> American Progressive Life & Health Insurance Company of New York (Today's Options <sup>1</sup> ) | <input type="checkbox"/> Pennsylvania Life Insurance Company (Prescriba Rx <sup>2</sup> )   |
| <input type="checkbox"/> American Progressive Life & Health Insurance Company of New York (Prescriba Rx <sup>2</sup> )    | <input type="checkbox"/> Pennsylvania Life Insurance Company (Community CCRx <sup>2</sup> ) |
| <input type="checkbox"/> American Progressive Life & Health Insurance Company of New York (Community CCRx <sup>2</sup> )  | <input type="checkbox"/> The Pyramid Life Insurance Company (Today's Options <sup>1</sup> ) |
|   | <input type="checkbox"/> Select Care Health Plans, Inc. (Texas First <sup>3</sup> )         |
|   | <input type="checkbox"/> Select Care of Texas, L.L.C. (Texan Plus <sup>3</sup> )            |

\*ABRI Health Plan, Inc. is not a subsidiary of, nor affiliated with, Universal American Financial Corp.

<sup>1</sup> PFFS/PPO    <sup>2</sup> PDP    <sup>3</sup> HMO

b. I am requesting authorization to sell Medicare Advantage Plans ("MA or MA-PD") and Prescription Drug Plans ("PDP") for the Company(ies) in the state(s) of:

***(Attach copies of your Accident & Health license(s) for the applicable state(s) listed above.)***

c. Commissions will be payable to me by (check only one):

- Company or     My Sales Manager (if you choose this box, please refer to item 12 in Section II)

d. Commissions will be payable to the contracted individual/entity:

- Individual Social Security Number: \_\_\_\_\_  
 Corporation/Partnership Tax ID Number: \_\_\_\_\_

3. I hereby request, subject to final approval of the Company, advances of first year commissions as follows:

- 3-months     6-months     9-months     12-months

*I understand if no election is made, commissions will be paid as earned.*

4. I understand that all advances and commissions due to me will be deposited by the Company directly into my bank account. I understand that the company may discontinue commission advances at any time. I hereby authorize the Company to deposit all commissions due me to my bank account identified below:

Account Number: \_\_\_\_\_

Financial Institution Name: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

***(Attach voided check in the space provided at the end of the Agreement.)***

**Section 2: BACKGROUND INFORMATION**

- 1. Have you ever had your insurance license suspended or revoked? .....  Yes  No
- 2. Is your insurance license currently restricted or under investigation?.....  Yes  No
- 3. Have you ever been refused a surety bond or had a claim paid for you? .....  Yes  No
- 4. Have you ever filed for bankruptcy? .....  Yes  No
- 5. Have you ever been convicted of a felony or misdemeanor, excluding traffic violations? .....  Yes  No
- 6. Are you at present involved in any litigation or administrative proceeding related to the insurance business or are there unsatisfied judgments against you? .....  Yes  No
- 7. Have you ever been listed as debarred, excluded or otherwise ineligible for participation in federal health care programs? .....  Yes  No

*(Please explain any "yes" answers on a separate sheet, inclusive of dates and attach to this Application.)*

**II. AGREEMENT**

I request approval to contract with the Company as an agent ("Agent") to market and solicit sales of Medicare Advantage Plans ("MA or MA-PD") and/or Prescription Drug Plans ("PDP") on behalf of the Company. Upon the Company's approval of this Agreement, by signature of a duly authorized officer of the Company below, this will become a binding contract between the Company and Agent and Agent shall be authorized by the Company to act on behalf of the Company in accordance with the terms and conditions set forth below. Agent agrees as follows:

- 1. Agent's authority hereunder shall be limited to marketing, soliciting, and selling memberships for the Company's Medicare MA, MA-PD and PDP.
- 2. Agent hereby represents and warrants that Agent has all required licenses, certifications, and/or registrations to perform the services contemplated by this Agreement, including but not limited to current insurance license, which is in good standing in the state(s) in which the agent intends to market, solicit and sell memberships.
- 3. Except as disclosed in the Application hereto, Agent represents and warrants that Agent has neither been, nor will be during the term of this Agreement: (i) listed as debarred, excluded or otherwise ineligible for participation in federal health care programs; or (ii) convicted of a felony or misdemeanor, excluding traffic violations. If at any time Agent becomes aware of any violation of this representation and warranty, Agent agrees to notify the Company in writing immediately.
- 4. Agent represents and warrants that all information provided in the Application hereto is true, accurate and complete to the best of Agent's knowledge.
- 5. Agent agrees that all services performed by Agent pursuant to this Agreement shall be consistent with and shall comply with the contractual provisions imposed upon the Company under the contract between the Company and the Centers for Medicare and Medicaid Services ("CMS") whereby the Company offers one or more MA, MA-PD and PDP plans in a specified service area or region. Agent will at all times furnish the services required of Agent by this Agreement in a manner that permits the Company to comply with such contract with CMS.
- 6. Agent hereby agrees to become completely familiar with and to comply fully with:
  - a. the rules, guidelines, regulations, policies and procedures of the Company;
  - b. Part D of Title XVIII of the Social Security Act and all rules and regulations related to Part D that are from time to time adopted by CMS (collectively, "Part D");
  - c. all other federal health care laws (including civil monetary penalty laws);
  - d. applicable state laws, including the insurance laws of each state in which Agent markets, solicits, and sells on behalf of the Company;
  - e. CMS policies, including CMS' marketing guidelines, as may be amended from time to time; and
  - f. all other applicable laws, regulations, guidelines, or policies.
- 7. Agent understands that in marketing, soliciting, and selling enrollments for MA, MA-PD and PDP membership, Agent is not permitted to, and will not:
  - a. engage in any marketing and solicitation of enrollments or distribution of any marketing materials prior to such date(s) as may be specified by CMS;
  - b. engage in door-to-door canvassing or cold calling, visiting prospects only when invited to do so;
  - c. engage in telephone solicitation except in strict compliance with federal and state "do not call" regulations and other applicable federal and state laws. In addition, Agent will utilize only telephone scripts approved in writing by the Company prior to the utilization of any such script;
  - d. make any inquiry as to the health of the prospective member (except to assist the prospective member to understand whether PDP membership would be advantageous for him or her) unless inquiring if MA, MA-PD enrollee has end-stage renal disease - ESRD;
  - e. in any way seek to limit the MA, MA-PD membership Agent sells by reason of the health condition or health history of the prospective member, except as noted in 7(d);
  - f. use any marketing material -- including brochures; illustrations; examples; flip charts; handouts; scripts; radio, television and print ads; internet advertising; and any other material primarily intended to attract or appeal to prospective members for MA, MA-PD or PDP membership -- other than marketing material supplied by, or approved in writing by the Company for use in

- marketing, soliciting, and selling enrollments for MA, MA-PD or PDP membership;
- g. alter, modify, waive or change any of the terms, rates or conditions of any advertisement, marketing materials, scripts (including, but not limited to, telephone scripts and other sales scripts), receipts, policies or contracts of the Company, in any respect;
  - h. discriminate based on race, ethnicity, religion, gender, sexual orientation, health status or geographic location;
  - i. offer or give to any prospective member any gift or premium except in compliance with the rules, guidelines and regulations of CMS and other applicable health care laws; or
  - j. market, solicit, or sell for the Company in any state: 1) where Agent is not duly authorized by the Company; 2) where Agent does not have the required licenses; or, 3) until Agent's authority to represent the Company is confirmed by the Company.
8. No oral promises or representations shall be binding nor shall this Agreement be modified except in writing, executed on behalf of the Company by a duly authorized officer of the Company and accepted by Agent, either by Agent's signature, or by placing business with the Company following the effective date of such amendment. The failure of the Company to insist on compliance by Agent with any of the obligations imposed by this Agreement shall not affect any other obligations of Agent contained herein or constitute a waiver of the rights of the Company.
  9. Agent understands that Agent must comply with all applicable laws and all CMS policies to ensure that Medicare beneficiaries receive truthful, accurate and complete information.
  10. Agent shall permit the Company to monitor the performance of Agent on an on-going basis, in any manner that the Company reasonably deems appropriate for compliance with the Company's obligations to CMS. The rights reserved for the Company pursuant to this provision shall not relieve Agent of obligations under this Agreement.
  11. Agent must attend a training program (or the training programs) and/or review in detail training material established by the Company regarding the MA, MA-PD or Part D marketing guidelines and other applicable laws.
  12. As compensation for Agent's services, Agent shall be entitled to the commission set forth on the Commission Schedule attached to this Agreement, less any commission payable to agents contracted under Agent with the Company, if the commissions are paid to the agent by the Company .
  13. During the MA and PDP Open Enrollment periods, Agent or its sub-agents authorized to represent the Company with a retail pharmacy assignment shall adhere to the Code of Conduct established and published by the Company, which will be reviewed with authorized Agent or sub-agent through Company sponsored training. Agents who are awarded a retail pharmacy assignment shall:
    - a. Commit to an arranged schedule for pharmacy in store shifts, in the event an Agent or its sub-agents cannot be in attendance for a scheduled shift, the Agent must find an approved replacement for that shift.
    - b. Check in with the pharmacy Store Manager at the beginning and end of a scheduled shift.
    - c. Follow-up to ensure that the Agent or its sub-agents fulfill their commitments to retail pharmacies and clients.
    - d. Not solicit any pharmacy customer in the store at any time other than their scheduled event times.
    - e. At no time offer, solicit, sell or discuss any products or services with a pharmacy customer other than the Company approved MA and PDP products, it being expressly understood and agreed that during the term of this Agreement that no other MA or PDP plan may be offered to any eligible Medicare beneficiary in the pharmacy setting at any time without the written permission and consent of Company.
    - f. Be provided permission-to-contact forms by the Company to facilitate the later cross-selling of other products in the agents' line of business.
    - g. Defend, indemnify and hold the pharmacy harmless in the event of a claim, loss or expense arising out of the Agent or sub-agent's acts or omissions.
    - h. Adhere to CMS standards; standards set forth by the Company; and observe and protect patient information under HIPAA.
  14. If awarded a retail pharmacy assignment, Agent acknowledges that in the event that: a) the pharmacy becomes aware of any violation of the Code of Conduct or receives complaints or other information that raises a concern for the pharmacy under the Code of Conduct, the pharmacy shall, at its sole discretion, determine appropriate action steps for response to the violation(s) and shall communicate those actions through a designated contact for the Company; and, b) an Agent or its sub-agents fail or are unable (for any reason whatsoever) to perform in a satisfactory manner any services, activities, or other obligations which are required with a retail pharmacy assignment, the Company shall have the right to suspend, revoke, or terminate the store assignment and, if deemed applicable, the Agent or sub-agents Agreement with the Company effective upon the date set forth in a written notice furnished to the Agent or sub-agent.
  15. Commissions advanced to Agent by the Company, if approved, are considered loans and are provided only when a membership is deemed eligible by CMS. The Company will charge interest on all outstanding loans and such interest rates may be adjusted from time to time by the Company.
  16. If at any time Agent is indebted to the Company or to an Affiliate Company, Agent authorizes and directs the Company to pay commissions due to Agent hereunder to the Company or to the Affiliate Company to which Agent owes such debt (whichever is applicable). Agent also hereby authorizes any Affiliate Company to pay any commissions to which Agent is entitled to the Company to satisfy any debt Agent owes the Company hereunder. All debts due the Company, including advances to the Agent or sub-agents, are payable upon demand and are not recoverable solely from commissions or other compensation.
  17. In accordance with the requirements of CMS for disenrollment and/or Company-applied guidelines, if a MA, MA-PD member disenrolls after the effective date of the enrollment, all commissions paid, credited, or advanced for such membership shall be charged back.
  18. Agents representing the Company who replace any inforce coverage issued by the Company or another Affiliate Company will receive no commission on the replaced coverage.
  19. Agent shall not, in any event (including, without limitation, nonpayment of any compensation provided for by this Agreement)

- bill, charge, seek compensation or remuneration or reimbursement from, hold responsible, or otherwise have any recourse against any Medicare beneficiary (whether an actual or prospective enrollee) for any amounts otherwise payable by the Company.
20. Agent must make the following disclosure, prior to enrollment or at the time of enrollment, in writing, to a potential enrollee: "The person that is discussing plan options with you is contracted with the Company. The person may be compensated based on your enrollment in a plan."
  21. The only relationship between Agent and the Company shall be as an independent contractor representing the Company. Nothing contained herein shall be construed to create an employer/employee relationship.
  22. In accordance with prudent business practices, Agent shall keep and maintain, or arrange for the maintenance of, accurate, complete, and timely books, records and accounts of all transactions occurring as part of the furnishing of marketing and promotional services to the Company pursuant to this Agreement. Agent agrees that, in accordance with Part D, the U.S. Department of Health and Human Services ("HHS"), the Comptroller General, or their designees have the right to inspect, evaluate, and audit any of Agent's pertinent contracts, books, documents, papers, and records involving transactions related to CMS' contract with the Company. In addition HHS', the Comptroller General's, or their designee's right to inspect, evaluate, and audit any pertinent information for any particular contract period exists through ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later. As such, Agent agrees to make its books and other records available in accordance with CMS and Part D requirements. Further, Agent agrees that to the extent other records are necessary to assist the Company in complying with its obligations under law, Agent shall retain, or arrange for the retention of, such records and/or make such records available to the Company.
  23. Agent shall be responsible for complying with all applicable state and federal privacy and security requirements. Accordingly, Agent shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") relating to the privacy and security of individually identifiable health information and all regulations adopted in connection therewith. Consistent with these obligations, the parties consistent with these obligations and as evidenced by Agent's signature to this Agreement, Agent hereby agrees to comply with the terms and conditions set forth in the HIPAA Business Associate Contract Privacy Addendum attached hereto as an Addendum and incorporated herein by reference. I have entered into a HIPAA-compliant business associate agreement, attached as Exhibit A and incorporated by reference into this Agreement, to address the handling of protected health information.
  24. The Company may cancel this Agreement and your authority to represent the Company at any time, subject to 30 days written notice to Agent, unless the termination is "for cause" (as defined below), in which case the termination may be immediate upon notice to Agent. If terminated for cause, no further commissions are payable and all unearned commissions, advances and other debts are immediately due and payable to the Company.
  25. The Company may terminate this Agreement for cause if Agent:
    - a. Breaches this Agreement and/or if any of the representations or warranties made by Agent in the Agreement are deemed false when made or become false during the term of this Agreement;
    - b. Has Agent's insurance license, or any other required license, suspended or revoked in any state;
    - c. Systematically replaces or attempts to replace by inducing any member/policyholder of the Company or an Affiliate Company to lapse, replace or otherwise terminate any membership/policy issued by the Company or an Affiliate Company;
    - d. Discloses any list, file, card or record containing the name of any member of the Company or an Affiliate Company without the prior written consent of the Company or the applicable Affiliate Company;
    - e. Does not perform satisfactorily in accordance with this Agreement, as determined solely by CMS or the Company. Alternatively, the Company or CMS shall have the right to institute corrective action plans or seek other remedies or curative measures with respect to Agent's services and duties under this Agreement;
    - f. Fails to pay on demand any monies due the Company or an Affiliate Company or otherwise withholds funds due to the Company;
    - g. Becomes debarred, excluded or otherwise ineligible for participation in federal health care programs;
    - h. Engages in fraudulent activity; or
    - i. Is convicted of any crime.
  26. In the events of a breach by Agent of any of the covenants or obligations of this Agreement, the Company shall be entitled to:
    - a. Obtain an injunction enjoining any violation or threatened violation of the covenants and obligations herein for the benefit and protection of the company; and
    - b. Obtain an injunction compelling the performance by Agent of all obligations and covenants owed to the company under this Agreement; and
    - c. Withhold from Agent and not pay Agent any sum otherwise payable by the Company or its assignees to Agent, including without limitation, any such sum attributable to commissions or renewals.
  27. This Agreement and any amendments hereto shall be governed and construed in accordance with the laws of the State of Florida. Any dispute, controversy or claim between the parties relating to this Agreement or an alleged breach of these sections which the parties are unable to resolve amicably shall be submitted to and settled by arbitration pursuant to the Commercial Rules of the American Arbitration Association (AAA). The Arbitration shall be held in Lake Mary, Florida or such location to be selected by mutual agreement of both parties and shall be conducted by a panel of three arbitrators who are knowledgeable of the accident and health insurance industry. The arbitrators shall be selected from a random list of nine arbitrators provided by the AAA, from AAA's certified arbitrator list. Each party shall select one arbitrator from the AAA list. These arbitrators shall select a third arbitrator from the list. Each of the parties shall bear its own costs and expenses of the arbitration and shall share equally the fees and expenses of the arbitrators; provided, however, that the arbitrators shall have the authority, in their sole discretion,