# **United Health Care**

# NO RESIDENT APPOINTMENT FEE REQUIRED YOU MUST BE APPOINTED AND CERTIFIED PRIOR TO WRITING BUSINESS.

# THIS PAPERWORK COVERS MEDICARE ADVANTAGE, PART D AND AARP BRANDED PRODUCTS.

# PLEASE FOLLOW THE INSTRUCTIONS LISTED BELOW, SO WE CAN QUICKLY AND ACCURATELY PROCESS YOUR LICENSING PAPERWORK.

**1.** Complete Appointment Application. You will sign as the Applicant on Page 3.

2. Add your name on the top of the Agent Agreement (page 3).

3. Complete the left half of page 4, including your signature. United Healthcare will complete the right half.

- 4. Complete the Authorization for Automatic Deposits if you elect to have your commissions to be paid by EFT. You must attach a voided check.
- 5. Complete the W-9 form.
- 6. Return all of the above along with a current copy of your resident license. Include a copy of non-resident licenses (if any) and non-resident appointment fees.

YOU DO NOT NEED TO SEND BACK THE COMMISSION SCHEDULES.

COPY OF THE DECLARATION PAGE OF YOUR E& O IS REQUIRED.

FAX YOUR LICENSE TO: 866-900-0916 Questions please call 800-769-1847 Option 3 Agent Services

# **Appointment Application**

Field Marketing Organization (FMO) Channel United Healthcare Insurance Company and Affiliates



Medicare Solutions

Type of Request: New	Cha	nge Ple	ease Print or Ty	pe: All fields	must be cor	nplete and legible.
Individual Information (All	individual ii	nformation field	ds required for	all Appointm	ent Applicati	ions.)
Legal Name (As name appears on	Individual Re	sident State in in	surance License)			
First:		Middle:		Last:		
Alias/Other Names			Social Secur	ity Number	Birth Da	ate
Home Address						
City			State	County		Zip
Home Phone	and for a mail so all so can be for the second so and so that the	Business Phone	9		Fax	<u> </u>
E-mail Address (required)				l		
Appointment Type:	ial OR	Corporation	This must match	information pr	ovided on the A	Agreement and the W-9.
Mailing Preference: Home	OR	Business	lf applying as an business, fill in th			delivered to your below.
If applying as a Corporation	the following	information is als	so required. (You r	nust be a Princ	ipal of the Corr	ooration to apply.)
Corporation Name				Principal		
Corporate Tax ID				Business Pho	one	
Business Address						
City			State	County		Zip
Please list the states for which you are applying for appointment.* *Must be licensed in each state listed. *All states subject to individual review.						
Resident State		Non-Resider	nt States			
Errors and Omissions Covera	ige					
AN ACTIVE POLICY DECLA	RATION PAG	E WITH YOUR N	IAME LISTED AS	THE COVERE	D ENTITY MU	IST BE ATTACHED.
Name of Carrier				Ex	piration Date	
Policy #			\$1,000,000 per oc	currence and \$	1,000,000 annu	al aggregate required.

NOTE: Failure to accurately and honestly answer any of the following questions may result in a declination of your application and appointment with UnitedHealthcare.
If you answer "Yes" to any of these questions, please provide supporting documentation and a brief explanation on a separate sheet of paper.
Criminal Background Information
1. Have you ever been convicted of a felony?
2. Have you ever been convicted of a misdemeanor (other than traffic) including an alcohol or drug-related offense? Yes No
3. Have you had your driver's license revoked within the past three years?No
Department of Insurance and CMS
4. Have you ever had your insurance or securities license revoked and/or suspended by any department of insurance (even if later reinstated) for any reason?
5. Have you ever had a complaint reported against you (even if dismissed) by a consumer and/or insurance company for any reason with any department of insurance, NASD, or other regulatory reporting agency including CMS?
6. Have you ever paid a fine related to a consumer complaint, failure to renew your license or continuing education credit in excess of \$500?
7. Have you ever been excluded, or are you aware of actions that could result in an exclusion, by the Office of Inspector General from participation in a government health care program, including Medicare and Medicaid? Yes No
Credit History
8. Have you filed for bankruptcy and/or had a bankruptcy discharged within the last five years?
9. Are you, at the present time, or have you been within the past five years, involved in any civil litigation, judgments, liens or foreclosures?
10. Are you, at the present time, or have you been within the past five years, reported as delinquent on state or federal taxes?
Other Companies
11. Do you owe any insurance company, marketing organization or individual for any premiums collected or monies advanced?
12. Have you ever been denied an appointment with any insurance company?
13. Have you ever been terminated for cause by any insurance carrier?
14. Have you been denied a bond or application for errors and omissions (E&O) coverage with any company?
Other
15. Do you have other information related to criminal, insurance-related complaints, credit, etc., that was not covered by these questions that you wish to disclose?

# **Conditions and Agreements**

I have thoroughly reviewed this application and have answered all questions to the best of my knowledge. By signing below, I hereby attest to all matters set forth above and agree to all matters set forth below.

I hereby agree that if and when any or all of the companies issue to me any Agreement(s) for which I hereby apply, I will be bound by such Agreement(s). I understand that my supervising office has specimen forms of the Agreement(s) on file and I have had the opportunity to review such Agreement(s). Submitting to the Company any application for insurance products, including but not limited to Medicare Advantage and Prescription Drug Plan, shall constitute my agreement to such Agreement(s) and all the terms, conditions and provisions set forth therein.

I acknowledge that by signing this Appointment Application and submitting any such insurance application for Insured Product, I have so agreed to the Agreement(s) and no future signature by me shall be necessary.

# Disclosure

I have executed this Appointment Application as evidence of the understanding and acceptance of, and consent to its terms, and I agree that I will not solicit business until I receive notification from the Company that this acknowledgement has been approved and I have satisfied all of the certification requirements for the products I intend to sell.

I understand that as part of its approval process, the Company may obtain an investigative consumer report which will confirm information regarding my character, general reputation, credit history, personal characteristics and mode of living. I hereby authorize the Company to obtain such a report.

Applicant's Sig	nature	Date	SIGNATURE
	Field Marketing Orga	l documents to y anization (FMO) l to UnitedHealtho	Recruiter

# **Electronic Fund Transfer**



**Medicare Solutions** 

SecureHorizons will deposit your check directly to your bank account. We make the deposit according to the current Commission Deposit Schedule. Below is an authorization form so that you may sign up for this service. Just complete the form and mail it back with your appointment paperwork.

# **Fund Transfer Authorization**

I (We) do hereby authorize the deposit of all commission payments due me (us) to my (our) checking account indicated below and the Depository Financial Institution named below to credit the payment(s) to such account by SecureHorizons.

Account Number

Financial Institution Name

City

State

I (We) reserve the right to revoke and cancel this authorization. Such revocation and cancellation to take effect upon written notice received at the office of SecureHorizons with reasonable time to act on such notice.

Agent Signature

nber (if known)	Date	
John Doe 129 w. Main St. Anytown, USA 12345	DATE:	101
ATTACH A BL	ANK VOIDED CHECK HERE	
(Deposit	slips are NOT acceptable)	
(Deposit	slips are NOT acceptable)	

(Rev. December 2000)

Department of the Treasury Internal Revenue Service

Name (See Specific Instructions on page 2.)

or type	Business name, if different from above. (See Specific Inst	tructions on page 2.)		
print	Check appropriate box: Individual/Sole proprietor	Corporation Partnership	Other <b>•</b>	•
Please	Address (number, street, and apt. or suite no.)		Requester	's name and address (optional)
ш	City, state, and ZIP code			
Pa	Taxpayer Identification Number	(TIN)	List accou	nt number(s) here (optional)
indi (SS	er your TIN in the appropriate box. For viduals, this is your social security number N). <b>However, for a resident alien, sole</b>	Social security number		
<b>ins</b> em hav	prietor, or disregarded entity, see the Part I tructions on page 2. For other entities, it is your oloyer identification number (EIN). If you do not e a number, see How to get a TIN on page 2.	Or Employer identification number	Part II	For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)
the	te: If the account is in more than one name, see chart on page 2 for guidelines on whose number enter			
Pa	art III Certification			

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign	Signature of
Here	U.S. person 🕨

### Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

**1.** Certify the TIN you are giving is correct (or you are waiting for a number to be issued),

**2.** Certify you are not subject to backup withholding, or

**3.** Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive** will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part III instructions on page 2 for details), or

**3.** The IRS tells the requester that you furnished an incorrect TIN, or

**4.** The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

Date <

**5.** You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.** 

#### **Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

# UNITED HEALTHCARE INSURANCE COMPANY AGENT AGREEMENT

This AGENT AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between United HealthCare Insurance Company, ("United"), on behalf of itself and its Affiliates (collectively, the "Company") and \_\_\_\_\_ ("Agent").

A. United and certain of its Affiliates offer Medicare Advantage Plans ("MA Plans"), stand-alone prescription drug plans ("PDP Plans"), Medicare supplement insurance plans ("Med Supp Plans") and other health plans and products as may be designated by the Company (collectively, the "Products").

B. FMO or General Agent has recommended Agent for appointment by the Company to market and promote the Products.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, it is agreed as follows:

# ARTICLE ONE DEFINITIONS

1.1 **Affiliate** is any entity which directly or indirectly, through one or more intermediaries, owns or controls, is controlled or owned by or is under common ownership or control with United, and offers one or more of the Products. Affiliates offering the Products shall be specified in the Agent Compensation Schedule attached hereto and incorporated herein as **Exhibit A** to this Agreement.

1.2 **CMS** is the Centers for Medicare & Medicaid Services.

1.3 **CMS Contract** is the contract entered into by CMS and the Company pursuant to which the Company offers the MA Plans and PDP Plans in a specified service area or region.

1.4 **Field Marketing Organization (FMO)** is an independent contractor, who or which has entered into a contract with Company for the marketing and promotion of the Products and has directly or indirectly through a General Agent recommended Agent for appointment by the Company to market and promote the Products.

1.5 **General Agent** is an appropriately licensed, independent contractor, appointed by the Company, free to exercise his or its own judgment as to the time and manner of performing services pursuant to an agreement between the General Agent and the Company and authorized to recommend another agent for appointment as a General Agent, Agent or Solicitor Agent. A General Agent can be categorized in any one of three levels, General Agent (GA), Super General Agent (SGA) or Master General Agent (MGA) as set forth in the Relationship Hierarchy attached hereto and incorporated herein as **Exhibit B**. For clarification, an SGA can recommend an MGA, GA, Agent and Solicitor Agent; and an MGA can recommend a GA, Agent, and Solicitor Agent.

1.6 **MA Plan** is any Medicare Advantage Plan that may now or in the future be offered to individual Medicare beneficiaries by the Company and subject to this Agreement, including, but not limited to, Local HMO and PPO Plans ("Local MA Plans"), Special Needs Plans ("SNPs"), Regional Preferred Provider Plans, and Private Fee for Service Plans ("PFFS Plans"). The definition of MA Plan includes MA Plans which include prescription drug plan benefits ("MA-PD Plans").

1.7 **Med Supp Plan** is a Medicare supplement insurance product authorized under applicable federal and state laws and regulations that may now or in the future be offered to individual beneficiaries by the Company.

The following exhibits and attachments are incorporated by reference into this Agreement:

- Exhibit A \_\_\_\_
- Agent Compensation Schedule Hierarchy Relationship Addendum Exhibit B
- Medicare Regulatory Addendum Exhibit C
- \_\_\_\_ HIPAA Business Associate Addendum Exhibit D
- Exhibit E Branded Products Addendum \_\_\_\_\_

Executed this day of	_, 20	
AGENT CONTRACTING AS		UNITED HEALTHCARE INSURANCE COMPANY, on behalf of itself and its Affiliates
(Check one) INDIVIDUAL PARTNERSHIP CORPORATION		
Print Name on License		
By:Authorized Signature		By: Company Officer
Title:		Title:
Address		
City     State     Zip C	ode	
Telephone Number:	_	
Fax Number:	_	
E-mail:	_	
Tax I.D. Number:	_	



#### August 31, 2010

#### Re: <u>Amendment to Agent Agreement</u>

Dear Agent:

This "Letter Amendment" will amend your United Health Care Insurance Company Agent Agreement (the "Agreement"), effective October 1, 2010, as follows:

- 1. The Agreement is hereby amended to include the 2011 MA and PDP Annual Commission Schedule attached hereto as Exhibit 1.
- 2. The Agreement is hereby amended to supplement the list of affiliates under Section VII of Exhibit A of the Agreement, entitled "List of Affiliates", to include Health Net of Connecticut, Inc.
- 3. Notwithstanding any language in the Agreement or any prior amendment to the Agreement regarding a five (5) year limitation on payment of renewal commissions for MA Plans and PDP Plans up to the number of renewal years as specified by CMS for an individual Member, for each Member who is enrolled in one of the Company's PDP Plans or one of the Company's MA Plans on or before December 31, 2010, the Company will continue to pay the "Renewal Year Commissions" applicable to the Member for up to ten (10) renewal years following the Member's initial enrollment into one of the Company's PDP Plans or MA Plans, as applicable, provided that the Member remains enrolled in a Company PDP Plan or MA Plan, as applicable, throughout the renewal year and all other requirements applicable to earning Renewal Year Commissions have been met.
- 4. The definition of "Medicare Laws and Regulations" in Section 1.9 of the Agreement and the definition of "Marketing Guidelines" in Section 2.4 of the Agreement are hereby amended to include the revised CMS "Medicare Marketing Guidelines for Medicare Advantage, Medicare Prescription Drug Plans, Prescription Drug Plans and 1876 Cost plans" effective June 4, 2010 and any subsequent revisions and guidance regarding the forgoing that may be issued by CMS.
- 5. In the event that Agent does not agree to the amendments set forth in this Letter Agreement, Agent must notify the Company that Agent is terminating the Agreement within thirty (30) days following the date of this Letter Amendment, in which case the Agreement shall be immediately terminated.
- 6. The terms and conditions set forth in the Agreement, as amended and modified by this Letter Agreement, shall continue in full force and effect. In the event there is any inconsistency or conflict between the provisions in this Letter Amendment and those in the Agreement, the provisions in this Letter Amendment will supersede and control. Unless otherwise defined in this Letter Amendment, all capitalized terms contained in this Letter Amendment shall be defined as set forth in the Agreement.

Sincerely,

Wark & Bluelin

Mark A. Phillips Senior Vice President, Chief Sales and Distribution Officer, Ovations

# <u>Exhibit 1</u>

#### UNITED HEALTHCARE INSURANCE COMPANY PDP AND MA PLANS ANNUAL COMMISSION SCHEDULE FOR 2011

### I. <u>PDP PLANS</u>

### "Initial Year" Commissions -- New Enrollments for CMS Contract Year 2011

In accordance with CMS instructions, the Company shall initially pay Agent the "Renewal Year" commission specified below for each individual properly enrolled in a Company PDP Plan which Agent is approved and authorized to market and promote for the 2011 CMS Contract Year, beginning with January 1, 2011 effective enrollments. If the individual enrollment is identified to the company by CMS as a new/initial enrollment, the Company shall adjust the compensation paid to Agent for the individual from the "Renewal Year" commission specified below to the "Initial Year" commission specified below. "Initial Year" commissions will not be paid if the individual was already enrolled in a PDP Plan at the time of enrollment. Payment of the "Renewal Year" commission will be made following the entry of a qualifying application into the Company's enrollment system and validation of the producer's credentials. Any required adjustment from the "Renewal Year" commission to the "Initial Year" commission will be made following CMS's identification that the individual is in an IEP or new to the PDP Program.

#### Initial Year Commission: \$53.00

<u>Note</u>: The above commission will be paid for electronic enrollments only. In the event that Agent submits paper based enrollments, the Company reserves the right to charge Agent an administrative fee which will be deducted from the Agent-level commission specified above. The amount of any administrative fee will be determined by the Company and made available to Agent upon request.

#### "<u>Renewal Year" Commissions – Renewal Enrollments for CMS Contract Year 2011; Subsequent CMS</u> Contract Years for New Enrollments and Renewal Enrollments for CMS Contract Year 2011

The Company shall pay Agent the following renewal commission for each individual properly enrolled in a Company PDP Plan which Agent is approved and authorized to market and promote for the 2011 CMS Contract Year beginning with January 1, 2011 effective enrollments and who remains in a Company PDP Plan in subsequent CMS Contract Years. If Agent receives the "Initial Year" commission for the 2011 CMS Contract Year, Agent shall be entitled to renewal commissions for up to ten (10) renewal years following the individual's initial enrollment year, provided that the individual remains enrolled in a Company PDP Plan throughout each renewal year and Agent meets all requirements for earning renewal commissions. If Agent receives the "Renewal Year" commission for an enrollment effective on or after January 1, 2011 for the 2011 CMS Contract Year, Agent shall be entitled to earn renewal commissions for up to a total of ten (10) renewal years beginning with the 2011 CMS Contract Year, provided that the individual remains enrolled in a Company PDP Plan throughout each renewal year and Agent renewal commissions for up to a total of ten (10) renewal years beginning with the 2011 CMS Contract Year, provided that the individual remains enrolled in a Company PDP Plan throughout each renewal year and Agent meets all requirements for earning renewal commissions.

#### **Renewal Year Commission: \$26.50**

<u>Note</u>: The above commission will be paid for electronic enrollments only. In the event that Agent submits paper based enrollments, the Company reserves the right to charge Agent an administrative fee which will be deducted from the Agent-level commission specified above. The amount of any administrative fee will be determined by the Company and made available to Agent upon request.

# II. <u>ALL MEDICARE ADVANTAGE PLANS</u>

# "Initial Year" Commissions -- New Enrollments for CMS Contract Year 2011

In accordance with CMS instructions, the Company shall initially pay Agent the "Renewal Year" commission specified below for each individual enrolled in one of the Company's MA Plans which Agent is approved and authorized to market and promote for the 2011 CMS Contract Year, beginning with January 1, 2011 effective enrollments. If the individual enrollment is identified to the company by CMS as a new/initial enrollment, the Company shall adjust the compensation paid to Agent for the individual from the "Renewal Year" commission specified below to the "Initial Year" commission specified below. "Initial Year" commissions will not be paid if the individual was already enrolled in an MA Plan at the time of enrollment. Payment of the "Renewal Year" commission will be made following the entry of a qualifying application into the Company's enrollment system and validation of the producer's credentials. Any required adjustment from the "Renewal Year" commission to the "Initial Year" commission will be made following CMS's identification that the individual is in an IEP or new to the MA Program.

# **Initial Year Commissions**

# CALIFORNIA/NEW JERSEY: \$504.00

# CONNECTICUT/PENNSYLVANIA/DISTRICT OF COLUMBIA: \$454.00

# ALL OTHER STATES: \$403.00

<u>Note</u>: The above commissions will be paid for electronic enrollments only. In the event that Agent submits paper based enrollments, the Company reserves the right to charge Agent an administrative fee which will be deducted from the Agent-level commission specified above. The amount of any administrative fee will be determined by the Company and made available to Agent upon request.

### "<u>Renewal Year" Commissions – Renewal Enrollments for CMS Contract Year 2011; Subsequent CMS</u> Contract Years for New Enrollments and Renewal Enrollments for CMS Contract Year 2011

The Company shall pay Agent the following renewal commissions for each individual properly enrolled in one of the Company's MA Plans which Agent is approved and authorized to market and promote for the 2011 CMS Contract Year beginning with January 1, 2011 effective enrollments and who remain in a Company MA Plan in subsequent CMS Contract Years. If Agent receives the "Initial Year" commission for the 2011 CMS Contract Year, Agent shall be entitled to earn renewal commissions for up to ten (10) renewal years following the individual's initial enrollment year, provided that the individual remains enrolled in a Company MA Plan throughout each renewal year and Agent meets all requirements for earning renewal commissions. If Agent receives the "Renewal Scontract Year, Agent shall be entitled to earn renewal commissions for up to a total of ten (10) renewal years beginning with the 2011 CMS Contract Year, Agent shall be entitled to earn renewal commissions for up to a total of ten (10) renewal years beginning with the 2011 CMS Contract Year, Agent shall be entitled to earn renewal commissions for up to a total of ten (10) renewal years beginning with the 2011 CMS Contract Year, provided that the individual remains enrolled in a Company MA Plan throughout each renewal year and Agent meets all requirements for up to a total of ten (10) renewal years beginning with the 2011 CMS Contract Year, provided that the individual remains enrolled in a Company MA Plan throughout each renewal year and Agent meets all requirements for earning renewal commissions.

# CALIFORNIA/NEW JERSEY: \$252

## CONNECTICUT/PENNSYLVANIA/DISTRICT OF COLUMBIA: \$227.00

### ALL OTHER STATES: \$201.50

<u>Note</u>: The above commissions will be paid for electronic enrollments only. In the event that Agent submits paper based enrollments, the Company reserves the right to charge Agent an administrative fee which will be deducted from the Agent-level commission specified above. The amount of any administrative fee will be determined by the Company and made available to Agent upon request.

# <u>Non-Commissionable Counties for Specified HMO, PPO, AmeriChoice/Evercare Dual SNP and Evercare</u> <u>Institutional SNP Plans Effective January 1, 2011</u>

Product	Counties
SecureHorizons MedicareComplete Choice (R5342-	New York: Bronx, Dutchess, Kings, Nassau, New
001 & -002), Evercare Plan RDP (R5342-003)	York, Orange, Putnam, Queens, Richmond, Rockland,
	Suffolk and Westchester
AARP MedicareComplete Choice Plan 2 (R5287-	Florida: Miami-Dade, Broward, Palm Beach, St.
001), AARP MedicareComplete Choice Plan 3	Lucie
(R5287-002)	
	Magaashugatta, Damatahla Dukas Essay Franklin
AARP MedicareComplete Choice Regional Preferred Provider Organization (R7444-001)	Massachusetts: Barnstable, Dukes, Essex, Franklin, Hampshire, Middlesex, Norfolk, Suffolk, Nantucket,
riovider Organization (K/444-001)	1
	Plymouth, Worcester
Evercare Plan DH (H0303-034)	Arizona: Maricopa, Pima, Pinal
Evercare Plan DP (H0710-002)	Connecticut: Fairfield, Hartford, Litchfield, New
	Haven, Tolland, Windham
Evercare Plan RDP (R3175-003)	Hawaii: Honolulu
Evercare Plan DH (H5440-001)	Florida: Hillsborough, Pasco, Pinellas, Polk
Evercare Plan RDP (R5287-003)	Florida: Statewide (Regional PPO)
Evercare Plan DH (H1080-036)	Florida: Charlotte, Hernando, Hillsborough, Lee,
	Manatee, Pasco, Pinellas, Polk, Sarasota
All Evercare Institutional SNP Plans	All Counties in All States

#### <u>Exhibit 1</u>

#### UNITED HEALTHCARE INSURANCE COMPANY PDP AND MA PLANS REVISED ANNUAL COMMISSION SCHEDULE FOR 2009 ENROLLMENTS EFFECTIVE ON AND AFTER SEPTEMBER 1, 2009 FOR CMS CONTRACT YEAR 2009

#### I. <u>PDP PLANS</u>

## "Initial Year" Commission -- New and Renewal Enrollments for CMS Contract Year 2009 Beginning with September 1, 2009 Effective Enrollments for All States

In accordance with CMS instructions, the Company shall initially pay Agent the "Renewal Year" commission specified below for each individual properly enrolled in a Company PDP Plan which Agent is approved and authorized to market and promote for the 2009 CMS Contract Year, beginning with September 1, 2009 effective enrollments for all states. If the individual enrollment is identified to the Company by CMS as a new/initial enrollment, the Company shall adjust the compensation paid to Agent for the individual from the "Renewal Year" commission specified below to the "Initial Year" commission specified below. **"Initial Year" commission will not be paid if the individual was already enrolled in a PDP Plan at the time of enrollment.** Payment of the "Renewal Year" commission will be made following the entry of a qualifying application into the Company's enrollment system and validation of the producer's credentials. Any required adjustment from the "Renewal Year" commission to the "Initial Year" commission will be made following CMS's identification that the individual is in an IEP or new to the PDP Program.

#### Initial Year Commission: \$50.00

<u>Note</u>: The above amount will be paid for electronic enrollments only. In the event that Agent submits paper based enrollments, the Company reserves the right to charge Agent an administrative fee which will be deducted from the amount specified above. The amount of any administrative fee will be determined by the Company and made available to Agent upon request.

### "<u>Renewal Year" Commission – New and Renewal Enrollments for CMS Contract Year 2009 Beginning</u> with September 1, 2009 Effective Enrollments for All States; Commission Payments for Subsequent CMS <u>Contract Years</u>

The Company shall pay Agent the following renewal commission for each individual properly enrolled in a Company PDP Plan which Agent is approved and authorized to market and promote for the 2009 CMS Contract Year beginning with September 1, 2009 effective enrollments for all states and who remains in a Company PDP Plan in subsequent CMS Contract Years. If Agent receives the "Initial Year" commission for the 2009 CMS Contract Year, Agent shall be entitled to renewal commissions for up to the number of renewal years as specified by CMS for the individual Member. If Agent receives the "Renewal Year" commission for the 2009 CMS Contract Year, Agent shall be entitled to earn renewal commissions for up to the number of renewal years specified by CMS for the individual Member.

#### Renewal Year Commission: \$25.00

**Note**: The above amount will be paid for electronic enrollments only. In the event that Agent submits paper based enrollments, the Company reserves the right to charge Agent an administrative fee which will be deducted from the amount specified above. The amount of any administrative fee will be determined by the Company and made available to Agent upon request.

# II. <u>ALL MEDICARE ADVANTAGE PLANS</u>

# "Initial Year" Commission -- New and Renewal Enrollments for CMS Contract Year 2009 Beginning with September 1, 2009 Effective Enrollments for All States Other than New Jersey (and Beginning with January 1, 2009 Effective Enrollments for New Jersey)

In accordance with CMS instructions, the Company shall initially pay Agent the "Renewal Year" commission specified below for each individual enrolled in one of the Company's MA Plans which Agent is approved and authorized to market and promote for the 2009 CMS Contract Year, beginning with September 1, 2009 effective enrollments for all states other than New Jersey (and beginning with January 1, 2009 effective enrollments for New Jersey). If the individual enrollment is identified to the Company by CMS as a new/initial enrollment, the Company shall adjust the compensation paid to Agent for the individual from the "Renewal Year" commission specified below to the "Initial Year" commission specified below. **"Initial Year" commission will not be paid if the individual was already enrolled in an MA Plan at the time of enrollment.** Payment of the "Renewal Year" commission will be made following the entry of a qualifying application into the Company's enrollment system and validation of the producer's credentials. Any required adjustment from the "Renewal Year" commission to the "Initial Year" commission will be made following CMS's identification that the individual is in an IEP or new to the MA Program.

# **Initial Year Commission**

# CALIFORNIA/NEW JERSEY: \$500

# CONNECTICUT/PENNSYLVANIA/DISTRICT OF COLUMBIA: \$450.00

### ALL OTHER STATES: \$400.00

<u>Note</u>: The above amount will be paid for electronic enrollments only. In the event that Agent submits paper based enrollments, the Company reserves the right to charge Agent an administrative fee which will be deducted from the amount specified above. The amount of any administrative fee will be determined by the Company and made available to Agent upon request.

## "<u>Renewal Year</u>" Commission – Renewal Enrollments for CMS Contract Year 2009 Beginning with September 1, 2009 Effective Enrollments for All States Other than New Jersey (and Beginning with January 1, 2009 Effective Enrollments for New Jersey); Commission Payments for Subsequent CMS Contract Years

The Company shall pay Agent the following renewal commission for each individual properly enrolled in one of the Company's MA Plans which Agent is approved and authorized to market and promote for the 2009 CMS Contract Year beginning with September 1, 2009 effective enrollments for all states other than New Jersey (and beginning with January 1, 2009 effective enrollments for New Jersey) and who remain in a Company MA Plan in subsequent CMS Contract Years. If Agent receives the "Initial Year" commission for the 2009 CMS Contract Year, Agent shall be entitled to earn renewal commissions for up to the number of renewal years as specified by CMS for the individual Member. If Agent receives the "Renewal Year" commission for the 2009 CMS Contract Year, Agent shall be entitled to earn renewal commissions for up to the number of renewal years as specified by CMS for the individual Member.

### **Renewal Year Commission**

# CALIFORNIA/NEW JERSEY: \$250.00

# CONNECTICUT/PENNSYLVANIA/DISTRICT OF COLUMBIA: \$225.00

# ALL OTHER STATES: \$200.00

<u>Note</u>: The above amount will be paid for electronic enrollments only. In the event that Agent submits paper based enrollments, the Company reserves the right to charge Agent an administrative fee which will be deducted from the amount specified above. The amount of any administrative fee will be determined by the Company and made available to Agent upon request.

# <u>Non-Commissionable Counties for Specified HMO, PPO, AmeriChoice/Evercare Dual SNP and Evercare</u> <u>Institutional SNP Plans</u>

Product	Counties
SecureHorizons MedicareComplete Choice (R5342- 001 & -002), Evercare Plan for People with Chronic	New York: Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland,
Illness (R5342-004), Evercare Plan for People with Limited Income (R5342-003)	Suffolk and Westchester
· · · ·	Elanida, Miami Dada Draward Dalm Daash
AARP MedicareComplete Choice Plan 2 (R5287- 001), AARP MedicareComplete Choice Plan 3	Florida: Miami-Dade, Broward, Palm Beach
(R5287-002), Evercare Plan RDP (R5287 003)	
Massachusetts Evercare Plan DP (H2228 004)	Massachusetts: All counties where the product is sold
Massachusetts AARP® MedicareComplete® Choice	Massachusetts: Barnstable, Dukes, Essex, Franklin,
Regional Preferred Provider Organization (R7444-001)	Middlesex, Norfolk, Suffolk, Nantucket, Plymouth

WISCONSIN\*\*

#### Non-Commissionable Counties for PFFS Plans MINNESOTA

BECKER BLUE EARTH BROWN CARLTON CHIPPEWA CLAY CLEARWATER COTTONWOOD DOUGLAS FARIBAULT FILLMORE	NICOLLET NOBLES OTTER TAIL PENNINGTON POPE RED LAKE REDWOOD RICE ROCK ROSEAU SHERBURNE	ASHLAND BAYFIELD BURNETT CHIPPEWA DOUGLAS DUNN EAU CLAIRE PIERCE POLK SAINT CROIX SAWYER
FREEBORN	STEARNS	WASHBURN
GRANT	STEELE	
HOUSTON	SWIFT	
JACKSON	TODD	
KANDIYOHI	TRAVERSE	
KITTSON	WABASHA	
LE SUEUR	WADENA	
LINCOLN	WASECA	
LYON	WASHINGTON	
MARTIN	WATONWAN	
MEEKER	WILKIN	
MORRISON	WINONA	

\*\*In addition, for applications written after January 16, 2009, no commissions will be paid for SecureHorizons<sup>®</sup> MedicareDirect Plan 150 (H5435-027) or Rx Plan 100 (H5435-020) in all counties in Wisconsin where the products are sold

# Exhibit 2

# UNITED HEALTHCARE INSURANCE COMPANY PDP AND MA PLANS ANNUAL COMMISSION SCHEDULE FOR 2010

#### I. <u>PDP PLANS</u>

#### "Initial Year" Commission -- New Enrollments for CMS Contract Year 2010

In accordance with CMS instructions, the Company shall initially pay Agent the "Renewal Year" commission specified below for each individual properly enrolled in a Company PDP Plan which Agent is approved and authorized to market and promote for the 2010 CMS Contract Year, beginning with January 1, 2010 effective enrollments. If the individual enrollment is identified to the Company by CMS as a new/initial enrollment, the Company shall adjust the compensation paid to Agent for the individual from the "Renewal Year" commission specified below to the "Initial Year" commission specified below. "Initial Year" commission will not be paid if the individual was already enrolled in a PDP Plan at the time of enrollment. Payment of the "Renewal Year" commission will be made following the entry of a qualifying application into the Company's enrollment system and validation of the producer's credentials. Any required adjustment from the "Renewal Year" commission to the "Initial Year" commission will be made following CMS's identification that the individual is in an IEP or new to the PDP Program.

#### Initial Year Commission: \$53.00

<u>Note</u>: The above amount will be paid for electronic enrollments only. In the event that Agent submits paper based enrollments, the Company reserves the right to charge Agent an administrative fee which will be deducted from the amount specified above. The amount of any administrative fee will be determined by the Company and made available to Agent upon request.

#### "<u>Renewal Year" Commission – Renewal Enrollments for CMS Contract Year 2010; Subsequent CMS</u> Contract Years for New Enrollments and Renewal Enrollments for CMS Contract Year 2010

The Company shall pay Agent the following renewal commission for each individual properly enrolled in a Company PDP Plan which Agent is approved and authorized to market and promote for the 2010 CMS Contract Year beginning with January 1, 2010 effective enrollments and who remains in a Company PDP Plan in subsequent CMS Contract Years. If Agent receives the "Initial Year" commission for the 2010 CMS Contract Year, Agent shall be entitled to renewal commissions for up to the number of renewal years as specified by CMS for the individual Member. If Agent receives the "Renewal Year" commission for the 2010 CMS Contract Year, Agent shall be entitled to earn renewal commissions for up to the number of renewal years specified by CMS for the individual Member.

#### Renewal Year Commission: \$26.50

<u>Note</u>: The above amount will be paid for electronic enrollments only. In the event that Agent submits paper based enrollments, the Company reserves the right to charge Agent an administrative fee which will be deducted from the amount specified above. The amount of any administrative fee will be determined by the Company and made available to Agent upon request.

# II. <u>ALL MEDICARE ADVANTAGE PLANS</u>

## "Initial Year" Commission -- New Enrollments for CMS Contract Year 2010

In accordance with CMS instructions, the Company shall initially pay Agent the "Renewal Year" commission specified below for each individual enrolled in one of the Company's MA Plans which Agent is approved and authorized to market and promote for the 2010 CMS Contract Year, beginning with January 1, 2010 effective enrollments. If the individual enrollment is identified to the Company by CMS as a new/initial enrollment, the Company shall adjust the compensation paid to Agent for the individual from the "Renewal Year" commission specified below to the "Initial Year" commission specified below. **"Initial Year" commission will not be paid if the individual was already enrolled in an MA Plan at the time of enrollment**. Payment of the "Renewal Year" commission will be made following the entry of a qualifying application into the Company's enrollment system and validation of the producer's credentials. Any required adjustment from the "Renewal Year" commission to the "Initial Year" commission will be made following CMS's identification that the individual is in an IEP or new to the MA Program.

# **Initial Year Commission**

# CALIFORNIA/NEW JERSEY: \$504.00

# CONNECTICUT/PENNSYLVANIA/DISTRICT OF COLUMBIA: \$454.00

### ALL OTHER STATES: \$403.00

<u>Note</u>: The above amount will be paid for electronic enrollments only. In the event that Agent submits paper based enrollments, the Company reserves the right to charge Agent an administrative fee which will be deducted from the amount specified above. The amount of any administrative fee will be determined by the Company and made available to Agent upon request.

### "<u>Renewal Year</u>" Commission – Renewal Enrollments for CMS Contract Year 2010; Subsequent CMS Contract Years for New Enrollments and Renewal Enrollments for CMS Contract Year 2010

The Company shall pay Agent the following renewal commission for each individual properly enrolled in one of the Company's MA Plans which Agent is approved and authorized to market and promote for the 2010 CMS Contract Year beginning with January 1, 2010 effective enrollments and who remain in a Company MA Plan in subsequent CMS Contract Years. If Agent receives the "Initial Year" commission for the 2010 CMS Contract Year, Agent shall be entitled to earn renewal commissions for up to the number of renewal years as specified by CMS for the individual Member. If Agent receives the "Renewal Year" commission for the 2010 CMS Contract Year, Agent shall be entitled to earn renewal commissions for up to the number of renewal years as specified by CMS for the individual Member.

### **Renewal Year Commission**

### CALIFORNIA/NEW JERSEY: \$252.00

# CONNECTICUT/PENNSYLVANIA/DISTRICT OF COLUMBIA: \$227.00

### ALL OTHER STATES: \$201.50

**Note**: The above amount will be paid for electronic enrollments only. In the event that Agent submits paper based enrollments, the Company reserves the right to charge Agent an administrative fee which will be deducted from the amount specified above. The amount of any administrative fee will be determined by the Company and made available to Agent upon request.

# <u>Non-Commissionable Counties for Specified HMO, PPO, AmeriChoice/Evercare Dual SNP and Evercare</u> <u>Institutional SNP Plans</u>

Product	Counties
SecureHorizons MedicareComplete Choice (R5342-	New York: Bronx, Dutchess, Kings, Nassau, New
001 & -002), Evercare Plan for People with Chronic	York, Orange, Putnam, Queens, Richmond, Rockland,
Illness (R5342-004), Evercare Plan for People with	Suffolk and Westchester
Limited Income (R5342-003)	
AARP MedicareComplete Choice Plan 2 (R5287- 001), AARP MedicareComplete Choice Plan 3	Florida: Miami-Dade, Broward, St. Lucie
(R5287-002), Evercare Plan RDP (H5287 003)	
Evercare Plan DH (H3379 036)	New York: Bronx, Kings, New York, Queens,
	Richmond
Massachusetts AARP® MedicareComplete® Choice	Massachusetts: Barnstable, Bristol, Dukes, Essex,
Regional Preferred Provider Organization (R7444-	Franklin, Hampshire, Middlesex, Norfolk, Suffolk,
001)	Nantucket, Plymouth, Worcester
Evercare Plan DH (H0303-034)	Arizona: Maricopa, Pima, Pinal
Evercare Plan DP (H0710 002)	Connecticut: Fairfield, Hartford, Litchfield, New
	Haven, Tolland, Windham
Evercare Plan RDP (R3175 003)	Hawaii: Honolulu

### Non-Commissionable Counties for PFFS Plans

### **MINNESOTA**

BECKER	NICOLLET
BIG STONE	
BLUE EARTH	NOBLES
BROWN	OTTER TAIL
CARLTON	PENNINGTON
CHIPPEWA	POPE
CLAY	RED LAKE
CLEARWATER	REDWOOD
COTTONWOOD	RICE
DOUGLAS	ROCK
FARIBAULT	ROSEAU
FILLMORE	SHERBURNE
FREEBORN	STEARNS
GRANT	STEELE
HOUSTON	SWIFT
JACKSON	TODD
KANDIYOHI	TRAVERSE
KITTSON	WABASHA
LE SUEUR	WADENA
LINCOLN	WASECA
LYON	WASHINGTON
MARTIN	WATONWAN
MEEKER	WILKIN
MORRISON	WINONA

#### **WISCONSIN**

ASHLAND BARRON BAYFIELD BURNETT CHIPPEWA DOUGLAS DUNN EAU CLAIRE PIERCE POLK SAINT CROIX SAWYER WASHBURN BARNES CASS DICKEY LAMOURE RANSOM RICHLAND SARGENT STUTSMAN TRAIL

**NORTH DAKOTA** 



Date: January 7, 2010

#### Re: Amendment to Agent Agreement Compensation Schedule

Dear Agent:

This "Letter Amendment" will amend your United Healthcare Insurance Company Agent Agreement (the "Agreement") as follows:

The Agreement is hereby amended to supplement the commission schedule under Article V of Exhibit A of the Agreement, entitled "Medicare Supplement Insurance Plans – AARP Branded", with the commission schedule attached hereto as Exhibit 1.

The effective date of Exhibit 1 set forth in this Letter Amendment shall be March 1, 2010 and only applies to applications with effective dates on or after June 1, 2010.

The terms and conditions of this Letter Amendment are in addition to the terms and conditions set forth in the Agreement. The terms and conditions set forth in the Agreement shall continue in full force and effect. Unless otherwise defined in this Letter Amendment, all capitalized terms contained in this Letter Amendment shall be defined as set forth in the Agreement.

Per the terms and conditions of the Agreement, you must continue to be appropriately licensed and appointed, and fully trained and certified to sell any of the Products set forth in the Agreement, including the Medicare Insurance Supplement Plans which carry the AARP name. Further pursuant to the terms and conditions of the Agreement, to the extent that you may engage or employ any Solicitor Agents, you are required to ensure that the terms and conditions of this Letter Amendment are communicated to and held enforceable against such Solicitor Agents.

Sincerely,

Marl 1 Shelly

Mark A. Phillips Senior Vice President, Chief Sales and Distribution Officer, Ovations

#### Exhibit 1

# V. <u>MEDICARE SUPPLEMENT INSURANCE PLANS WHICH CARRY THE AARP NAME</u> - FOR APPLICATIONS WITH EFFECTIVE DATES ON OR AFTER JUNE 1, 2010

The Company will compensate Agent as follows for each individual properly enrolled in a Medicare Supplement insurance plan which carries the AARP name ("AARP Med Supp Plan") which Agent is approved and authorized to market and promote.

The following compensation schedules have been filed for approval with the applicable state regulatory agencies and are subject to state approval. The Company may modify the compensation rates as required for state approval.

The commission payments listed below at each level are net of compensation payable to all lower sales levels. To the extent any sales level is not involved in the sale of the AARP Med Supp Plan, the compensation payable to such sales level shall roll-up and be payable to the next higher sales level. Payment will be made in the first commission payment cycle following the entry of a qualifying application into the Company's enrollment system.

**AARP Medicare Supplement Insurance Plans** 

	Commission Schee	lule Ages 65+		
States: Plans:	AR, MI, NJ All available plans except A, K, and L	Plan	s A, K, L	
	Years 1-6		Years 1-6	
Agent	\$230.00	Agen	t \$115.00	
States: Plans:	AL, NM, UT All available plans except A, K, and L	Plan	s A, K, L	
	Years 1-6 \$190.00		Years 1-6 t \$95.00	
Agent		Agen		
	CA, NY All available plans except A, K, and L	Plan	SA, K, L	
Plans:	All available plans except A, K, and L Years 1-6		Years 1-6	
States: Plans: Agent	All available plans except A, K, and L	Plans	Years 1-6	
Plans:	All available plans except A, K, and L Years 1-6	Agen ME, MO, NC, NE,	Years 1-6 t \$150.00	
Plans: Agent States:	All available plans except A, K, and L Years 1-6 \$300.00 AZ, CT, DE, FL, GA, ID, IL, KS, KY, LA, MA, MD, All available plans except A, K, L, and MA Core	Agen ME, MO, NC, NE,	Years 1-6 t \$150.00 NH, NV, OH, PA, SC, TN, TX*	

\*TX Commission paid for Years 1 to 7

States: DC, IA, MS, MT, ND, OK, RI, VA, VT, Plans: All available plans except A, K, and L	
Years 1-6	
Agent \$170.00	

AK, HI, OR, SD

Years 1-6		
Agent	\$85.00	

Plans A, K, L

Years 1-6		
Agent	\$75.00	

States: CO, IN

States:

Plans:

Agent

Plans: All available plans

Years 1-6		
Agent	\$150.00	

All available plans except A, K, and L

\$150.00

Years 1-6

States: GU, PR, VI Plans: All available

All available plans except A, K, and L

Years 1-6	
Agent	\$110.00

 States:
 MN\*, WI\*

 Plans:
 All available plans except K, L, MN Basic Plan, and WI Basic Plan

Years 1-6		
Agent	\$230.00	

\*Commissions not payable for riders in MN and WI

States: Plans:

All available plans except A, K, and L

Years 1-5	
Agent	\$230.00

\* WV Commission paid for Years 1 to 5

WV\*

States: Plans:

WA All available plans

All Years	
Agent	8.00%

Plans A, K, L

Years 1-6	
Agent	\$55.00

#### Plans K, L, MN Basic Plan, WI Basic Plan

Years 1-6	
Agent	\$150.00

Plans A, K, L

Years 1-5	
Agent	\$115.00

Payment of the above commissions shall be made in compliance with applicable state laws and regulations and subject to the provisions of the Agreement, including the following terms and conditions:

- a. Commissions due to Agent are based on the collected premium amount (except in Washington, where it shall be based on the current premium amount) received by Company.
- b. Commissions are payable only when premium payments are current and no late premium payments are due. Agent shall not be entitled to commissions (including over-riding commissions) on premiums which would be owed for any AARP Med Supp Plan but which have been waived by the Company.
- c. A nine-month commission advance is paid on all AARP Med Supp Plan sales once the first month premium has been paid (except in (i) the state of South Dakota, or (ii) other limited circumstances as may be determined by the Company).
- d. No commission will be paid for any plan change from an existing AARP Med Supp Plan to another AARP Med Supp Plan.
- e. Commissions are not payable for any individual/applicant who is under the age of 65 as of their plan effective date except in the following states where required: CA (during the first six months of Part B enrollment for a beneficiary entitled to Medicare due to disability), CO, FL, IL, KS, ME (open enrollment only), MO, OR, PA and WI. In these states, the age 65+ commission applies.
- f. If any AARP Med Supp Plan lapses for a period exceeding three (3) months and is not subsequently reinstated, there shall be no further obligation upon the Company to pay compensation hereunder for such AARP Med Supp Plan unless said plan is reinstated through the direct efforts of FMO or its Representatives, as determined by the Company.
- g. Notwithstanding for commissions payable in the state of Washington, the Company shall have the right to cumulate any commissions due to Agent until such commissions equal at least twenty dollars (\$20.00).
- h. If the Company refunds any premium for any reason, Agent is indebted to the Company for any Agent commissions paid on that premium. Agent shall reimburse the Company for the premiums and commissions within thirty (30) days of the Company's written request. The Company may recover commissions in any lawful way.
- i. Any unearned commissions will be recovered on lapses (terminations of coverage). In the event of death, the Agent is paid commission through the end of the month in which the member died.
- j. Any unearned commissions paid on an AARP Med Supp Plan that is terminated or surrendered will be charged back in full to all levels that were paid for that plan.
  - > Charge-backs will be recovered from the next available commission check.
  - If there is not enough new business to offset this charge-back, the balance of the charge-back is rolled to the next commission statement. This continues until the charge-back is repaid in full.

k. Commissions are not payable for any sale of an AARP Med Supp Plan to an individual who may be eligible for AARP branded coverage through intermediary organizations such as employers, unions or other groups.



Date: January 7, 2010

## Re: Amendment to Agent Agreement Business Associate Addendum

Dear Agent:

As you may be aware, on February 17, 2009, Congress enacted the American Recovery and Reinvestment Act of 2009 ("ARRA" or the "Act"). ARRA and its implementing regulations impose substantial new obligations on business associates and entities covered under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). ARRA further requires that these new business associate obligations be incorporated into all business associate agreements. These new legal obligations include security breach reporting requirements that already are in effect ("Breach Regulations"). Compliance with most of the other ARRA business associate agreement provisions is required by February 17, 2010.

In order to fulfill our compliance obligations under ARRA, and in consideration for the continuation of our business relationship, this "Letter Amendment" will amend your United Healthcare Insurance Company Agent Agreement (the "Agreement") as follows:

The Agreement is hereby amended to remove, in its entirety, Exhibit C of the Agreement, entitled "HIPAA Business Associate Addendum," and replace it with the new Business Associate Addendum attached hereto as Exhibit 1.

The effective date of Exhibit 1 set forth in this Letter Amendment shall be February 17, 2010.

The terms and conditions of this Letter Amendment are in addition to the terms and conditions set forth in the Agreement. The terms and conditions set forth in the Agreement shall continue in full force and effect. Unless otherwise defined in this Letter Amendment, all capitalized terms contained in this Letter Amendment shall be defined as set forth in the Agreement.

Per the terms and conditions of the Agreement, you must continue to be appropriately licensed and appointed, and fully trained and certified to sell any of the Products set forth in the Agreement, including the Medicare Insurance Supplement Plans which carry the AARP name. Further pursuant to the terms and conditions of the Agreement, to the extent that you may engage or employ any Solicitor Agents, you are required to ensure that the terms and conditions of this Letter Amendment are communicated to and held enforceable against such Solicitor Agents.

Sincerely,

Wal & Shelly

Mark A. Phillips Senior Vice President, Chief Sales and Distribution Officer, Ovations

# <u>Exhibit 1</u>

#### **Business Associate Addendum**

This Business Associate Addendum (this "Addendum") also is intended to comply with applicable obligations under Title V of the Gramm-Leach-Bliley Act (15 U.S.C. sec. 6801 et seq.) and insurance commissioner regulations implementing Title V ("GLBA") that are applicable to Covered Entity's relationship with "nonaffiliated third party service providers" to ensure the integrity and confidentiality of nonpublic personal information that Business Associate may create or receive for or from Covered Entity ("NPI").

The Parties hereby agree as follows:

# 1. **DEFINITIONS**

1.1 Unless otherwise specified in this Addendum, all capitalized terms used in this Addendum not otherwise defined in this Addendum or otherwise in the Agreement have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "HIPAA") and ARRA, as each is amended from time to time. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum and that are defined in the Agreement shall have the respective meanings assigned to them in the Agreement. To the extent a term is defined in both the Agreement and in this Addendum, HIPAA or ARRA, the definition in this Addendum, HIPAA or ARRA shall govern.

1.2 "Affiliate" for purposes of this Addendum, shall mean any entity that is a subsidiary of UnitedHealth Group.

1.3 "ARRA" shall mean Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§17921-17954, and any and all references in this Addendum to sections of ARRA shall be deemed to include all associated existing and future implementing regulations, when and as each is effective.

1.4 "Breach" shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exceptions set forth, in 45 C.F.R. 164.402.

1.5 "Compliance Date" shall mean, in each case, the date by which compliance is required under the referenced provision of ARRA and/or its implementing regulations, as applicable; <u>provided that</u>, in any case for which that date occurs prior to the effective date of this Addendum, the Compliance Date shall mean that effective date of this Addendum.

1.6 "Electronic Protected Health Information" ("ePHI") shall mean PHI as defined in Section 1.7 that is transmitted or maintained in electronic media.

1.7 "PHI" shall mean Protected Health Information, as defined in 45 C.F.R. § 160.103, and is limited to the Protected Health Information received from, or received or created on behalf of, Covered Entity by Business Associate pursuant to performance of the Services.

1.8 "Privacy Rule" shall mean the federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E). 1.9 "Security Rule" shall mean the federal security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).

1.10 "Services" shall mean, to the extent and only to the extent they involve the creation, use or disclosure of PHI, the services provided by Business Associate to Covered Entity under the Agreement, as amended by written agreement of the Parties from time to time.

# 2. <u>RESPONSIBILITIES OF BUSINESS ASSOCIATE</u>

With regard to its use and/or disclosure of PHI, Business Associate agrees to:

2.1 use and/or disclose PHI only as necessary to provide the Services, as permitted or required by this Addendum, and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e) or as otherwise Required by Law.

2.2 implement and use appropriate administrative, physical and technical safeguards to (i) prevent use or disclosure of PHI other than as permitted or required by this Addendum; (ii) reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity; and (iii) as of the Compliance Date of 42 U.S.C. § 17931, comply with the Security Rule requirements set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316.

2.3 without unreasonable delay, and in any event on or before the next business day after the date of its discovery by Business Associate, report to Covered Entity: (i) any use or disclosure of PHI not provided for by this Addendum of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(C).

2.4 without unreasonable delay, and in any event on or before the next business day after the date of its discovery by Business Associate, notify Covered Entity of any incident that involves an unauthorized acquisition, access, use, or disclosure of PHI, even if Business Associate believes the incident will not rise to the level of a Breach. The notification shall include, to the extent possible, and shall be supplemented on an ongoing basis with: (i) the identification of all individuals whose Unsecured PHI was or is believed to have been involved, (ii) all other information reasonably requested by Covered Entity to enable Covered Entity to perform and document a risk assessment in accordance with 45 C.F.R. Part 164 subpart D with respect to the incident to determine whether a Breach of Unsecured PHI occurred, and (iii) all other information reasonably necessary to provide notice to individuals, HHS and/or the media, all in accordance with the data breach notification requirements set forth in 42 U.S.C. § 17932 and 45 C.F.R. Parts 160 & 164 subparts A, D, & E as of their respective Compliance Dates. Notwithstanding the foregoing, in Covered Entity's sole discretion and in accordance with its directions, Business Associate shall conduct, or pay the costs of conducting, an investigation of any incident required to be reported under this Section 2.4 and shall pay the costs of providing, the required notices as set forth in this Section 2.4 or as may be required by state law and/or state and federal regulatory agencies.

2.5 require all of its subcontractors and agents that create, receive, maintain, or transmit PHI to agree, in writing, to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate; including but not limited to the extent that Business Associate provides ePHI to a subcontractor or agent, it shall require the subcontractor or agent to implement reasonable and appropriate safeguards to protect the ePHI consistent with the requirements of this Addendum and including, at a minimum, compliance with the requirements of Section 2.4.

2.6 make available its internal practices, books, and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.

2.7 document, and within thirty (30) days after receiving a written request from Covered Entity, make available to Covered Entity information necessary for Covered Entity to make an accounting of disclosures of PHI about an Individual or, when and as directed by Covered Entity, make that information available directly to an Individual, all in accordance with 45 C.F.R. § 164.528 and, as of its Compliance Date, in accordance with the requirements for accounting for disclosures made through an Electronic Health Record in 42 U.S.C. 17935(c).

2.8 provide access to Covered Entity, within thirty (30) days after receiving a written request from Covered Entity, to PHI in a Designated Record Set about an Individual, or when and as directed by Covered Entity, provide that access directly to an Individual, all in accordance with the requirements of 45 C.F.R. § 164.524.

2.9 notwithstanding Section 2.8, in the event that Business Associate in connection with the Services uses or maintains an Electronic Health Record of PHI of or about an Individual, then Business Associate shall provide an electronic copy (at the request of Covered Entity, and in the reasonable time and manner requested by Covered Entity) of the PHI, to Covered Entity or, when and as directed by Covered Entity, directly to an Individual or a third party designated by the Individual, all in accordance with 42 U.S.C. § 17935(e) as of its Compliance Date.

2.10 to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within thirty (30) days after a written request by Covered Entity, PHI for amendment and incorporate any amendments to the PHI as directed by Covered Entity, all in accordance with 45 C.F.R. § 164.526.

2.11 accommodate reasonable requests for confidential communications in accordance with 45 C.F.R. § 164.522(b), as directed by Covered Entity.

2.12 notify Covered Entity in writing within three (3) days after its receipt directly from an Individual of any request for an accounting of disclosures, access to, or amendment of PHI or for confidential communications as contemplated in Sections 2.7-2.11.

2.13 request, use and/or disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; <u>provided</u>, <u>that</u> Business Associate shall comply with 42 U.S.C. § 17935(b) as of its Compliance Date.

2.14 not directly or indirectly receive remuneration in exchange for any PHI as prohibited by 42 U.S.C. § 17935(d) as of its Compliance Date.

2.15 not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. § 17936(a) as of its Compliance Date.

2.16 not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. § 17936(b) as of its Compliance Date.

2.17 mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate that is not permitted by the requirements of this Addendum.

2.18 comply with all applicable federal, state and local laws and regulations.

2.19 not use, transfer, transmit, or otherwise send or make available, any PHI outside of the geographic confines of the United States of America without Covered Entity's advance written consent.

2.20 <u>Government Program Requirements</u>. To the extent that Business Associate receives, uses or discloses PHI pertaining to individuals enrolled in managed care plans through which Covered Entity or one or more of its affiliates participate in government funded health care programs, receipt use and disclosure of the PHI pertaining to those individuals shall comply with the applicable program requirements.

2.21 <u>Privacy and Safeguards for Financial Data</u>. Business Associate understands and acknowledges that to the extent it is a nonaffiliated third party service provider under the GLBA and that, in the performance of the Services, Business Associate creates or receives NPI, Business Associate (i) shall not use or disclose NPI for any purpose other than to perform the Services, (ii) shall implement proper administrative, technical, and physical safeguards designed to ensure the security and confidentiality of the NPI, protect against any anticipated threats or hazards to the security or integrity of the NPI and protect against unauthorized access to or use of the NPI that could result in substantial harm or inconvenience to any Individual; and (iii) shall, for as long as Business Associate has NPI, provide and maintain proper safeguards for the NPI in compliance with this Addendum and the GLBA.

# 3. OTHER PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited in this Addendum, in addition to any other uses and/or disclosures permitted or required by this Addendum, Business Associate may:

3.1 use and disclose to subcontractors and agents the PHI in its possession for its proper management and administration or to carry out the legal responsibilities of Business Associate, provided that any third party to which Business Associates discloses PHI for those purposes provides written assurances in advance that: (i) the information will be held confidentially and used or further disclosed only as Required by Law; (ii) the information will be used only for the purpose for which it was disclosed to the third party; and (iii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.

3.2 <u>Agent Liaison Function</u>. If a Member requests Business Associate's assistance, Business Associate may request and receive from the Company information related to Member inquiries, including issues relating to: enrollment and disenrollment; premium payment; network and non-network providers (including availability and access issues); and other questions or issued posed by the Member regarding the administration of their plan. Business Associate shall promptly transmit all relevant information provided by the Company to Member. Business Associate acknowledges that, as a business associate of the Company, Business Associate is prohibited by law and this Agreement from

disclosing Protected Health Information to any plan sponsor (such as an employer, labor union, trust, organization or association) or any other third party unless the Member has executed a valid, written authorization, permitting the Company and Business Associate to disclose the information to that party.

# 4. <u>TERMINATION AND COOPERATION</u>

4.1 <u>Termination</u>. If either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of this Addendum then the non-breaching Party shall provide written notice of the breach or violation to the other Party that specifies the nature of the breach or violation. The breaching Party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the non-breaching Party within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the non-breaching Party may do the following:

(i) if feasible, terminate the Agreement, including this Addendum; or

(ii) if termination of the Agreement is infeasible, report the issue to HHS.

4.2 <u>Effect of Termination or Expiration</u>. Within thirty (30) days after the expiration or termination for any reason of the Agreement and/or this Addendum, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's agents or subcontractors. To the extent return or destruction of the PHI is not feasible, Business Associate shall notify Covered Entity in writing of the reasons return or destruction is not feasible and, if Covered Entity agrees, may retain the PHI subject to this Section 4.2. Under any circumstances, Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this Addendum, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

4.3 <u>Cooperation</u>. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

# 5. <u>MISCELLANEOUS</u>

5.1 <u>Contradictory Terms; Construction of Terms</u>. Any other provision of the Agreement that is directly contradictory to one or more terms of this Addendum ("Contradictory Term") shall be superseded by the terms of this Addendum to the extent and only to the extent of the contradiction, only for the purpose of Covered Entity's compliance with HIPAA and ARRA, and only to the extent reasonably impossible to comply with both the Contradictory Term and the terms of this Addendum. The terms of this Addendum to the extent they are unclear shall be construed to allow for compliance by Covered Entity with HIPAA and ARRA.

5.2 <u>Survival</u>. Sections 4.2, 4.3, 5.1, and 5.2 and shall survive the expiration or termination for any reason of the Agreement and/or of this Addendum.



May 25, 2010

#### Re: <u>Amendment to Agent Agreement</u>

Dear Agent:

This "Letter Amendment" will amend your UnitedHealthcare Insurance Company Agent Agreement (the "Agreement") effective July 1, 2010.

In Florida, Evercare offers dual-SNP products for people who are both Medicare and Medicaid beneficiaries: Evercare Plan Dual HMO (DH) (H5440-001 and H1080-036) and Evercare Plan Regional Dual PPO (RDP) (R5287-003). The plans were designed to allow for the maximum coordination between our plan and Medicaid. Currently, the State of Florida does not pay cost-share for our members. This has unfortunately resulted in member and provider confusion regarding cost-share obligations. The State has engaged the dual-SNP plans in a cost sharing arrangement that, when complete, would improve the member experience with this product. In the meantime, to reduce confusion in the Florida market, we are adjusting our efforts.

This letter serves as notice that effective for applications written on or after July 1, 2010, we will no longer pay commissions on any new applications for the Evercare Plan DH (**H5440-001 and H1080-036**) and Evercare Plan RDP (**R5287-003**). This will only affect new applications, and will not affect renewals for existing business. It does not affect our HMO plan in Miami- Dade County (**H9011-011**).

We are not closing the plan to new enrollments of individuals who are both Medicare and Medicaid eligible. Prospective members in Florida who choose to enroll in the Evercare Plan DH or Evercare Plan RDP will be allowed to join. No commissions will be paid, however, on these enrollments.

The terms and conditions of this Letter Amendment are in addition to the terms and conditions set forth in the Agreement. The terms and conditions set forth in the Agreement shall continue in full force and effect. Unless otherwise defined in this Letter Amendment, all capitalized terms contained in this Letter Amendment shall be defined as set forth in the Agreement.

Per the terms and conditions of the Agreement, you must continue to be appropriately licensed and appointed, and certified to sell any of the Products set forth in the Agreement.

If you have any questions, please call the Producer Help Desk at 888.381.8581

Sincerely,

Wark & Ohilly

Mark A. Phillips Senior Vice President, Chief Sales and Distribution Officer, Ovations



July 28, 2010

#### Re: <u>Amendment to Agent Agreement</u>

Dear Agent:

This "Letter Amendment" will amend your UnitedHealthcare Insurance Company Agent Agreement, as previously modified and amended (the "Agreement"), effective September 1, 2010, as follows:

- The list of <u>Non-Commissionable Counties for Specified HMO, PPO, AmeriChoice/Evercare Dual SNP</u> and Evercare Institutional SNP Plans set forth in the 2010 MA and PDP Annual Commission Schedule is hereby deleted and replaced in its entirety with the list of <u>Non-Commissionable Counties for Specified</u> <u>HMO, PPO, AmeriChoice/Evercare Dual SNP and Evercare Institutional SNP Plans Effective September</u> <u>1, 2010</u> attached to this Letter Amendment. For clarification, the Company's AARP® MedicareComplete® Choice Regional Preferred Provider Organization (R7444-001) in Bristol County, Massachusetts, is commissionable effective September 1, 2010.
- 2. The list of <u>Non-Commissionable Counties for PFFS Plans</u> set forth in the 2010 MA and PDP Annual Commission Schedule is hereby deleted and replaced in its entirety with the list of <u>Non-Commissionable Counties for PFFS Plans Effective September 1, 2010</u> attached to this Letter Amendment. For clarification, the Company will not pay commissions on any new applications for PFFS Plans written on and after September 1, 2010 in the non-commissionable counties on the list attached to this Letter Amendment.
- 3. The following language is added to the terms and conditions set forth in the commission schedule for the Company's Medicare Supplement Insurance Plans Which Carry the AARP Name attached to the Agreement:

"1. Commissions are not payable for any sale of an AARP Med Supp Plan where the applicant's premium will be paid (in whole or in part) by a third-party payer. Note that third-party payer does not include a family member or personal guardian of the applicant."

4. The terms and conditions set forth in the Agreement, as amended and modified by this Letter Agreement, shall continue in full force and effect. In the event there is any inconsistency or conflict between the provisions in this Letter Amendment and those in the Agreement, the provisions in this Letter Amendment and control. Unless otherwise defined in this Letter Amendment, all capitalized terms contained in this Letter Amendment shall be defined as set forth in the Agreement.

Sincerely,

Wark & Phillips

Mark A. Phillips Senior Vice President, Chief Sales and Distribution Officer, Ovations

# <u>Non-Commissionable Counties for Specified HMO, PPO, AmeriChoice/Evercare Dual SNP and Evercare</u> <u>Institutional SNP Plans Effective September 1, 2010</u>

Product	Counties	
SecureHorizons MedicareComplete Choice (R5342-	New York: Bronx, Dutchess, Kings, Nassau, New	
001 & -002), Evercare Plan RMP (R5342-004),	York, Orange, Putnam, Queens, Richmond, Rockland,	
Evercare Plan RDP (R5342-003)	Suffolk and Westchester	
AARP MedicareComplete Choice Plan 2 (R5287-	Florida: Miami-Dade, Broward, St. Lucie	
001), AARP MedicareComplete Choice Plan 3		
(R5287-002)		
Evercare Plan DH (H3379-036)	New York: Bronx, Kings, New York, Queens,	
	Richmond	
AARP® MedicareComplete® Choice Regional	Massachusetts: Barnstable, Dukes, Essex, Franklin,	
Preferred Provider Organization (R7444-001)	Hampshire, Middlesex, Norfolk, Suffolk, Nantucket,	
	Plymouth, Worcester	
Evercare Plan DH (H0303-034)	Arizona: Maricopa, Pima, Pinal	
Evercare Plan DP (H0710-002)	Connecticut: Fairfield, Hartford, Litchfield, New	
	Haven, Tolland, Windham	
Evercare Plan RDP (R3175-003)	Hawaii: Honolulu	
Evercare Plan DH (H5440-001)	Florida: Hillsborough, Pasco, Pinellas, Polk, Brevard,	
	Orange, Osceola, Seminole, Broward	
Evercare Plan RDP (R5287-003)	Florida: Statewide (Regional PPO)	
Evercare Plan DH (H1080-036)	Florida: Charlotte, Hernando, Hillsborough, Lee,	
	Manatee, Pasco, Pinellas, Polk, Sarasota	
AARP MedicareComplete (H0543-046)	California: Santa Cruz	
Evercare Plan MP (H1108-006)	Georgia: Baldwin, Bibb, Coweta, Gwinnett, Laurens	
Evercare Plan MP (H5417-005)	Florida: Brevard, Charlotte, Citrus, Duval, Escambia,	
	Hernando, Hillsborough, Lee, Manatee, Orange,	
	Osceola, Pasco, Pinellas, Polk, Santa Rosa, Sarasota,	
	Seminole	
All Evercare Institutional SNP Plans	All Counties in all States	

Ν	on-Commissionable Counties	for PFFS Plans Effective Sep	otember 1, 2010
ALABAMA	ARIZONA	ARKANSAS	COLORADO
BARBOUR	GREENLEE	ARKANSAS	ALAMOSA
BULLOCK		BAXTER	ARCHULETA
CALHOUN		BOONE	BACA
CHEROKEE		CLARK	BENT
CHOCTAW		CONWAY	CHAFFEE
FAYETTE		CRITTENDEN	CLEAR CREEK
FRANKLIN		FAULKNER	CONEJOS
HENRY		FRANKLIN	COSTILLA
HOUSTON		FULTON	CROWLEY
LEE		JEFFERSON	CUSTER
LIMESTONE		JOHNSON	DELTA
MADISON		LAWRENCE	EAGLE
MARENGO		LOGAN	ELBERT
RANDOLPH		MADISON	GARFIELD
SUMTER		MARION	GILPIN
TALLADEGA		MILLER	HUERFANO
TUSCALOOSA		MONROE	JACKSON
WILCOX		MONTGOMERY	KIOWA
		NEWTON	LAS ANIMAS
		OUACHITA	LINCOLN
		PERRY	LOGAN
		PIKE	MESA
		POLK	MONTEZUMA
		POPE	MONTROSE
		RANDOLPH	OTERO
		SCOTT	PARK
		SEARCY	PROWERS
		SHARP	<b>RIO GRANDE</b>
		WOODRUFF	ROUTT
		YELL	SEDGWICK
			SUMMIT
			WELD

**GEORGIA** BARROW BARTOW BIBB BROOKS CANDLER COOK COWETA CRAWFORD DAWSON DOUGLAS EARLY **ECHOLS** EFFINGHAM EMANUEL **EVANS** FAYETTE FRANKLIN **GWINNETT** HALL HENRY **JASPER JENKINS JOHNSON** JONES LAURENS LIBERTY LINCOLN LOWNDES MADISON MITCHELL NEWTON PAULDING PUTNAM ROCKDALE SPALDING **STEPHENS** TALBOT **TALIAFERRO** TAYLOR TWIGGS UPSON WALTON WHITFIELD WILKINSON

**IDAHO** ADAMS BANNOCK BEAR LAKE BINGHAM BOISE BONNER BOUNDARY CARIBOU CASSIA CLARK FREMONT GEM **KOOTENAI** LATAH LEWIS MADISON MINIDOKA **ONEIDA OWYHEE** PAYETTE POWER TWIN FALLS WASHINGTON

**ILLINOIS** ADAMS ALEXANDER BOND BOONE BROWN CALHOUN CASS CHAMPAIGN CLARK CLINTON COLES CRAWFORD **CUMBERLAND** DE KALB DOUGLAS EDGAR **EDWARDS** EFFINGHAM FAYETTE FORD **FULTON** GALLATIN GREENE HANCOCK HARDIN **JASPER JOHNSON KENDALL** LEE LOGAN **MCDONOUGH MCLEAN** MACON MACOUPIN MASON MENARD MONTGOMERY MORGAN MOULTRIE OGLE PIATT PIKE POPE PULASKI RICHLAND SALINE SANGAMON **SCHUYLER** SCOTT **STEPHENSON** UNION WHITE **WINNEBAGO** 

#### **IOWA**

ADAMS ALLAMAKEE AUDUBON CASS FRANKLIN FREMONT HARRISON MILLS MONONA MONTGOMERY PLYMOUTH TAYLOR WINNESHIEK WOODBURY WRIGHT **KANSAS** BARBER BROWN BUTLER CLARK COMANCHE DOUGLAS **EDWARDS** ELLSWORTH FINNEY FORD GRANT GRAY GREELEY HAMILTON HARVEY HASKELL HODGEMAN **JEWELL KEARNY** KIOWA LEAVENWORTH LINN MEADE MIAMI MITCHELL MORTON **OSBORNE** PAWNEE PRATT SEWARD **SHAWNEE** SMITH STAFFORD **STEVENS** WALLACE **WICHITA WYANDOTTE** 

**KENTUCKY** BRECKINRIDGE BUTLER CLARK ELLIOTT FAYETTE GRAYSON JACKSON **JESSAMINE** KNOX LINCOLN MC LEAN MADISON MASON MEADE **MENIFEE** MORGAN OHIO **OLDHAM** ROCKCASTLE SHELBY SPENCER TRIMBLE WARREN WOODFORD

## **LOUISIANA**

ASCENSION BIENVILLE CALDWELL CATAHOULA EAST BATON ROUGE EAST CARROLL EAST FELICIANA FRANKLIN GRANT **IBERVILLE** LAFAYETTE LA SALLE LIVINGSTON MADISON MOREHOUSE **PLAQUEMINES** POINTE COUPEE RAPIDES ST CHARLES ST JAMES ST JOHN BAPTIST WEST BATON ROUGE WEST FELICIANA WINN

#### MAINE

ANDROSCOGGIN AROOSTOOK FRANKLIN KNOX LINCOLN OXFORD PENOBSCOT WALDO

**MINNESOTA** BECKER **BIG STONE** BLUE EARTH BROWN CARLTON **CHIPPEWA** CLAY **CLEARWATER** COTTONWOOD DOUGLAS FARIBAULT FILLMORE FREEBORN GRANT HOUSTON **JACKSON KANDIYOHI KITTSON** LE SUEUR LINCOLN LYON MARTIN MEEKER MORRISON NICOLLET NOBLES OTTER TAIL PENNINGTON POPE RED LAKE REDWOOD RICE ROCK ROSEAU SHERBURNE **STEARNS** STEELE SWIFT TODD TRAVERSE WABASHA WADENA WASECA WASHINGTON WATONWAN WILKIN WINONA

MISSISSIPPI AMITE ATTALA BENTON CHICKASAW CHOCTAW **CLAIBORNE** CLAY COPIAH FRANKLIN HINDS HOLMES HUMPHREYS **ISSAOUENA** ITAWAMBA LAFAYETTE LEAKE LOWNDES MADISON MARSHALL MONROE MONTGOMERY **NESHOBA** NOXUBEE PANOLA PONTOTOC PRENTISS **OUITMAN** RANKIN SCOTT SHARKEY TATE TIPPAH UNION WEBSTER WILKINSON WINSTON YAZOO

#### **MISSOURI** ANDREW ATCHISON BARTON BOONE BUTLER CALLAWAY CAMDEN CARTER CEDAR **CHARITON** CLAY DE KALB DENT DUNKLIN GENTRY HARRISON HENRY HICKORY HOLT **JOHNSON** LINN MACON MILLER MISSISSIPPI MONITEAU MONTGOMERY NEWTON NODAWAY OSAGE PERRY PHELPS PLATTE PULASKI RAY REYNOLDS RIPLEY ST FRANCOIS STE GENEVIEVE SALINE TANEY

WORTH

#### **MONTANA**

BEAVERHEAD **BIG HORN** BROADWATER CARBON CASCADE FERGUS FLATHEAD GALLATIN **GLACIER** GRANITE **JEFFERSON** LAKE LEWIS AND CLARK MEAGHER **MINERAL** MISSOULA PARK POWELL RAVALLI SANDERS **STILLWATER** SWEET GRASS YELLOWSTONE

**NEBRAKSA** BOYD BUTLER CHASE CLAY COLFAX CUSTER DODGE DUNDY FILLMORE FRANKLIN FRONTIER GREELEY HARLAN HAYES HITCHCOCK HOWARD **JOHNSON KIMBALL** LANCASTER NEMAHA PAWNEE PIERCE POLK REDWILLOW RICHARDSON ROCK SALINE **SAUNDERS** SEWARD THAYER VALLEY YORK

#### NEW MEXICO

BERNALILLO CATRON CHAVES CIBOLA COLFAX CURRY DE BACA **GUADALUPE** HARDING LINCOLN LOS ALAMOS MC KINLEY MORA OTERO QUAY **RIO ARRIBA** ROOSEVELT SANDOVAL SAN JUAN SAN MIGUEL SANTA FE SOCORRO TAOS TORRANCE UNION VALENCIA

#### **NORTH DAKOTA**

BARNES CASS DICKEY GRAND FORKS GRIGGS LA MOURE RANSOM RICHLAND SARGENT STEELE STUTSMAN TRAILL

#### **OKLAHOMA**

DELAWARE LOGAN MC CLAIN MUSKOGEE OKMULGEE SEMINOLE SEQUOYAH WASHINGTON

#### OREGON

BAKER COLUMBIA DESCHUTES DOUGLAS JEFFERSON KLAMATH MALHEUR

## PENNSYLVANIA

BRADFORD CENTRE CLINTON COLUMBIA CRAWFORD LEBANON LYCOMING POTTER SULLIVAN SUSQUEHANNA TIOGA WARREN WYOMING

### SOUTH CAROLINA

AIKEN ANDERSON CHEROKEE EDGEFIELD LAURENS NEWBERRY PICKENS SALUDA SPARTANBURG

#### SOUTH DAKOTA BROOKINGS BROWN DAY DEUEL GRANT HAMLIN LINCOLN MARSHALL MINNEHAHA MOODY

ROBERTS

**TENNESSEE** BEDFORD BLEDSOE CANNON CARROLL CHEATHAM CHESTER CROCKETT DECATUR GIBSON GILES HARDIN HAYWOOD HOUSTON HUMPHREYS LAKE LEWIS MC NAIRY MARION MARSHALL MAURY MONTGOMERY MOORE **OVERTON** PICKETT POLK PUTNAM **SEQUATCHIE** STEWART TROUSDALE VAN BUREN WARREN WHITE WILLIAMSON WILSON

TEXAS ARANSAS BASTROP BELL BOSOUE BOWIE BRAZOS BURLESON BURNET CASS **CHAMBERS** COLEMAN CORYELL GALVESTON HAMILTON HAYS HILL HOOD **JASPER KINNEY KLEBERG** LAMPASAS LEE LLANO MC CULLOCH MC LENNAN MEDINA MILLS MORRIS NAVARRO NEWTON ORANGE PARKER POLK **RED RIVER** SAN JACINTO SAN SABA TITUS TRAVIS TYLER VAL VERDE VAN ZANDT WALLER WASHINGTON WILLIAMSON WOOD

UTAH

BEAVER DAGGETT DUCHESNE EMERY GARFIELD GRAND IRON KANE MILLARD PIUTE RICH SAN JUAN SEVIER UINTAH WAYNE

VIRGINIA ALBEMARLE ALLEGHANY AMELIA **APPOMATTOX** BATH BUCKINGHAM CAROLINE CHARLES CITY CHARLOTTE CHARLOTTESVILLE CITY CHESAPEAKE **CLARKE** COLONIAL HEIGHTS **CUMBERLAND** DINNIDDIE ESSEX **FLUVANNA** FRANKLIN CITY FREDERICK FREDERICKSBURG CITY **GLOUCESTER** GREENE HAMPTON CITY HIGHLAND HOPEWELL CITY ISLE OF WIGHT JAMES CITY CO KING AND QUEEN KING GEORGE KING WILLIAM LANCASTER LOUISA LUNENBURG MADISON MATHEWS MIDDLESEX NELSON NEW KENT NORTHUMBERLAND NOTTOWAY ORANGE PAGE PETERSBURG CITY POOUOSON CITY POWHATAN PRINCE EDWARD PRINCE GEORGE RAPPAHANNOCK RICHMOND SHENANDOAH **SOUTHAMPTON STAFFORD** SUFFOLK CITY SURRY SUSSEX

#### VIRGINIA (CONT)

VIRGINIA BEACH CITY WARREN WESTMORELAND WILLIAMSBURG CITY WINCHESTER CITY YORK

#### WASHINGTON

ADAMS ASOTIN BENTON CHELAN CLALLAM COLUMBIA DOUGLAS FERRY FRANKLIN GARFIELD GRANT **JEFFERSON** KITSAP **KITTITAS KLICKITAT** MASON **OKANOGAN** PEND OREILLE SAN JUAN **SKAMANIA STEVENS** WAHKIAKUM WALLA WALLA YAKIMA

# WEST VIRGINIA

BERKELEY BOONE BRAXTON CABELL CALHOUN CLAY DODDRIDGE GILMER GRANT HAMPSHIRE HARDY HARRISON **JEFFERSON** KANAWHA LEWIS LINCOLN MONROE MORGAN NICHOLAS OHIO PENDLETON PUTNAM RITCHIE ROANE TUCKER **TYLER** UPSHUR WAYNE WETZEL WIRT

<b>WISCONSIN</b>	WYOMING
ASHLAND	BIG HORN
BARRON	CARBON
BAYFIELD	CONVERSE
BUFFALO	GOSHEN
BURNETT	HOT SPRINGS
CHIPPEWA	LINCOLN
COLUMBIA	NIOBRARA
CRAWFORD	PARK
DOUGLAS	PLATTE
DUNN	SUBLETTE
EAU CLAIRE	SWEETWATER
JACKSON	UINTA
JEFFERSON	WASHAKIE
PIERCE	
POLK	
SAINT CROIX	
SAWYER	
WASHBURN	