

March 20, 2009

Re: Amendment to Agent Agreement

Dear Agent:

This “Letter Amendment” will amend your United Health Care Insurance Company Agent Agreement (the “Agreement”) as follows:

1. The Agreement is hereby amended to remove, in their entirety, the provisions and commission schedules under Article I, entitled “PDP Plan Compensation,” Article II, entitled “Local MA Plans and SNPs Compensation,” and Article III, entitled “PFFS Plans Compensation” of Exhibit A of the Agreement (Agent Compensation Schedule), and replace them with the new provisions and commission schedules attached hereto as Exhibit 1.
2. The definition of “Medicare Laws and Regulations” in Section 1.8 of the Agreement is hereby amended to specifically add and include the following: (i) The Medicare Improvements for Patients and Providers Act of 2008 (“MIPPA”); (ii) the revised regulations governing the Medicare Advantage (MA) program (Part C) and prescription drug benefit program (Part D) adopted by CMS effective September 18, 2008; (iii) the guidance regarding the foregoing issued by CMS on September 15, 2008, September 26, 2008, October 8, 2008, and November 10, 2008; and (iv) any subsequent guidance regarding the foregoing that may be issued by CMS.
3. Section 2.2 (f) (viii) is hereby added to the Agreement as follow: “Without limiting the above, Agent shall follow Medicare Laws and Regulations and Company policies and procedures regarding contacts with Medicare beneficiaries and use of the Company’s Sales Appointment Confirmation Form in connection with marketing appointments.”
4. The definition of “Marketing Guidelines” in Section 2.11 of the Agreement is hereby amended to specifically add and include the guidance issued by CMS on September 15, 2008, September 26, 2008, October 8, 2008 and November 10, 2008 which updates and supplements CMS’s Medicare Marketing Guidelines, as well as any subsequent guidance regarding the same that may be issued by CMS.
5. Section 3.1 (b) of the Agreement is hereby removed in its entirety, and replaced with the following:

“The Company shall establish the compensation payable as specified on the Agent Compensation Schedule, in accordance with the following:

- i. MA Plan and PPD Plan Compensation for New and Renewal Enrollments Effective On or After January 1, 2009. In accordance with Medicare Laws and Regulations, the Company shall establish one or more MA Plan compensation structures and one or more PDP Plan compensation structures for new and renewal enrollments effective for each plan year beginning with new and renewal enrollments effective on January 1, 2009 (the “Annual Commission Schedule”). The Annual Commission Schedule shall be in place by the beginning of the MA Plan and PDP Plan marketing period for each plan year or such other date as may be established by CMS. The Annual Commission Schedule shall be subject to review by CMS and subject to modification at any time based upon CMS’s review. The Company shall furnish Agent with written notice of the Annual Commission Schedule for each plan year in the form of an amendment to the Agent Compensation Schedule. The

Annual Commission Schedule shall become a part of this Agreement, and shall apply to all new enrollments and all renewal enrollments for the plan year.

1. New Enrollments. In accordance with Medicare Laws and Regulations, Agent shall be compensated for new enrollments during the plan year at the “Initial Year” rate specified in the Annual Commission Schedule for the plan year and thereafter at the “Renewal Year 1-5” rate specified in the Annual Commission Schedule for the plan year for a maximum of five renewal years, provided that the individual remains enrolled as a Member in a Company MA Plan or a Company PDP Plan, as applicable, throughout each renewal year.
 2. Renewal Enrollments. In accordance with Medicare Laws and Regulations, Agent shall be compensated for renewal enrollments during the plan year at the “Renewal Year 1-5” rate specified in the Annual Commission Schedule for the maximum number of renewal years specified by CMS, provided that the individual remains enrolled as a Member in a Company MA Plan or a Company PDP Plan, as applicable, throughout each renewal year.
 3. CMS Requirements for Plan Year 2009. Notwithstanding the above, in accordance with Medicare laws and Regulations, the Company shall initially compensate Agent for all enrollments during the 2009 plan year at the “Renewal Year 1-5” rate specified in the Annual Commission Schedule for 2009 (attached hereto as Exhibit 1). Thereafter, if the Company identifies that the individual is in an Initial Coverage Election Period (ICEP) for MA Plans or in an Initial Enrollment Period (IEP) for PDP Plans or if CMS identifies that the individual is in an ICEP or IEP, or is new to the MA Program or the PDP Program, as applicable, the Company will adjust the compensation paid for these individuals from the “Renewal Year 1-5” rate to the “Initial Year” rate specified in the Annual Commission Schedule for 2009.
- ii. MA Plan and PDP Plan Compensation for Members with Effective Dates before January 1, 2009. For each Member enrolled in a Company MA Plan or a Company PDP Plan with an effective date before January 1, 2009 (“Existing Member”), the Company shall pay Agent the “Renewal Year 1-5” rate specified on the Annual Commission Schedule for 2009 as the renewal fee due to Agent for such Existing Member under the Agreement for CMS Contract Year 2009. Thereafter, on an annual basis, the Company shall establish the renewal fee, if any, to be paid to Agent for each Existing Member who continues to be enrolled in a Company MA Plan or a Company PDP Plan.
 - iii. Changes to Other Product Compensation. For all Products subject to this Agreement other than MA Plans and PDP Plans, the Company may, at any time, increase or decrease the compensation payable as specified on the Agent Compensation Schedule, and may set the compensation payable on any or all additional products which are added to the Agent Compensation Schedule by furnishing to Agent written notice. Notwithstanding the foregoing, any change in the compensation payable for Products other than MA Plans and PDP Plans shall not be retroactive, and shall apply only to business solicited or arranged by Agent on or after the effective date specified in the written notice or revised compensation schedule, which effective date shall be at least thirty (30) days after the date on which such written notice or revised compensation schedule is furnished to Agent or such shorter period as may be required under applicable law.

6. Section 3.1 (e) (iii), (iv) and (v) are hereby added to the Agreement, as follows:
- iii. Deductions for Disenrollment after “Rapid Disenrollment” Period. Agent acknowledges and agrees that compensation for each year of enrollment in an MA Plan or PDP Plan is earned in the fourth (4th) through twelfth (12th) calendar months of such year. If a Member disenrolls from an MA Plan or PDP Plan during the fourth (4th) through twelfth (12th) calendar months of such year, and the Company has paid any compensation to Agent for such Member, Agent shall refund the portion of such compensation which has not been earned by Agent. The Company may deduct the portion of such compensation which has not been earned by Agent from amounts otherwise owed by the Company to Agent and shall provide Agent with information supporting the amount of any such deductions taken pursuant to this provision. In calculating the amount of such refunds or deductions, the Company shall follow CMS requirements and guidance relating to charge backs for disenrollment of Members during the plan year. This provision shall survive termination of the Agreement.
 - iv. Deductions for Fines and Penalties. Agent acknowledges and agrees that Agent is responsible for any and all regulatory fines or penalties that may be imposed upon the Company as a result of the actions of Agent, and if any such fines or penalties are imposed upon the Company, Agent shall reimburse the Company for the full amount of such fines and penalties immediately upon notice from the Company. The Company may deduct the full amount of such fines and penalties from amounts otherwise owed by the Company to Agent and shall provide Agent with information supporting the amount of any such deductions taken pursuant to this provision. This provision shall survive termination of the Agreement.
 - v. Deductions for Non-Compliant Marketing Practices. Agent acknowledges and agrees that Agent is responsible for Agent’s compliance with all Medicare Laws and Regulations relating to marketing of MA Plans and PDP Plans (including the Marketing Guidelines), and if the Company determines, in its sole discretion, that Agent did not comply with such Medicare Laws and Regulations in connection with the sale of an MA Plan or PDP Plan to an individual Member, the Company may, in its sole discretion, take any and all measures permitted by laws and regulations including termination of this Agreement. This provision shall survive termination of the Agreement.
7. The Agreement is hereby amended to remove, in its entirety, the list of affiliates under Section VII of Exhibit A of the Agreement, entitled “List of Affiliates”, and replace it with the new list of affiliates attached hereto as Exhibit 2.
8. The amendments set forth in this Letter Amendment are for compliance with Medicare Laws and Regulations and are effective October 1, 2008. 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. Notwithstanding such termination, Agent shall be responsible for compliance with all Medicare Laws and Regulations while this Agreement remains in effect.

9. 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,

Mark A. Phillips
Chief Sales and Distribution Officer, Ovations

Exhibit 1

**UNITED HEALTHCARE INSURANCE COMPANY
PDP AND MA PLANS
ANNUAL COMMISSION SCHEDULE FOR 2009**

I. PDP PLANS

“Initial Year” Commissions -- New and Renewal Enrollments for CMS Contract Year 2009

In accordance with CMS instructions, the Company shall initially pay Agent the “Renewal Year 1-5” commission specified below for each individual with an application signed on or after November 15, 2008 and 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 01/01/09 effective enrollments. If the Company identifies that the individual is in an Initial Enrollment Period (IEP) or if CMS identifies that the individual is in an IEP or is new to the PDP Program, the Company shall adjust the compensation paid to Agent for the individual from the “Renewal Year 1-5” 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 1-5” commission will be made in the next commission payment cycle following the entry of a qualifying application into the Company’s enrollment system. Any required adjustment from the “Renewal Year 1-5” commission to the “Initial Year” commission will be made following the Company’s or CMS’s identification that the individual is in an IEP or new to the PDP Program.

Initial Year Commission: \$40.00

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.

**“Renewal Year” Commissions – New and Renewal Enrollments for CMS Contract Year 2009
(Commission Payments for Subsequent CMS Contract Years)**

The Company shall pay Agent the following renewal commissions for each individual with an application signed on or after November 15, 2008 and properly enrolled in a Company PDP Plan which Agent is approved and authorized to market and promote for the 2009 CMS Contract Year 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 earn renewal commissions for up to five renewal years. If Agent receives the “Renewal Year 1-5” 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. Payment will be made following the Company’s receipt and processing of CMS confirmation that the renewing PDP Plan Member has continued his or her enrollment in a Company PDP Plan following the close of the annual open enrollment period.

Renewal Year 1-5 Commission: \$20.00

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.

Renewal Commissions for Members with Effective Dates Before January 1, 2009.

For each Member enrolled in a Company PDP Plan with an effective date before January 1, 2009 (an “Existing PDP Plan Member”), the Company shall pay Agent the above renewal commissions as the renewal fee due to Agent for such Existing PDP Plan Member under the Agreement for CMS Contract Year 2009.

II.A. MEDICARE ADVANTAGE PLANS: HMO, PPO, AmeriChoice/Evercare Dual SNP and Evercare Institutional SNP Plans

“Initial Year” Commissions -- New and Renewal Enrollments for CMS Contract Year 2009

In accordance with CMS instructions, the Company shall initially pay Agent the “Renewal Year 1-5” commission specified below for each individual with an application signed on or after November 15, 2008 and properly enrolled in one of the Company’s HMO, PPO, AmeriChoice/Evercare Dual SNP or Evercare Institutional SNP Plans (not including the Company’s Unison Advantage Plans, as defined in Section II. C below) which Agent is approved and authorized to market and promote for the 2009 CMS Contract Year, beginning with 01/01/09 effective enrollments. If the Company identifies that the individual is in an Initial Coverage Election Period (ICEP) or CMS identifies that the individual is in an ICEP or is new to the MA Program, the Company shall adjust the compensation paid to Agent for the individual from the “Renewal Year 1-5” 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 1-5” commission will be made in the next commission payment cycle following the entry of a qualifying application into the Company’s enrollment system. Any required adjustment from the “Renewal Year 1-5” commission to the “Initial Year” commission will be made following the Company’s or CMS’s identification that the individual is in an ICEP or new to the MA Program.

Initial Year Commissions

CALIFORNIA: \$500.00

CONNECTICUT & PENNSYLVANIA: \$450.00

ALL OTHER STATES: \$400.00

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.

“Renewal Year” Commissions – New and Renewal Enrollments for CMS Contract Year 2009 (Commission Payments for Subsequent CMS Contract Years)

The Company shall pay Agent the following renewal commissions for each individual with an application signed on or after November 15, 2008 and properly enrolled in one of the Company’s HMO, PPO, AmeriChoice/Evercare Dual SNP or Evercare Institutional SNP Plans (not including the Company’s Unison Advantage Plans, as defined in Section II. C below) which Agent is approved and authorized to market and promote for the 2009 CMS Contract Year and who remain in a Company HMO, PPO, AmeriChoice/Evercare Dual SNP or Evercare Institutional SNP 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 five renewal years. If Agent receives the “Renewal Year 1-5” commission for the 2009 CMS Contract Year, Agent shall be entitled to earn renewal commissions for up to the number of renewal years or as specified by CMS for the individual Member. Payment will be made following the Company’s receipt and processing of CMS confirmation that the renewing Member has continued his or her enrollment in a Company HMO, PPO, AmeriChoice/Evercare Dual SNP or Evercare Institutional SNP Plan following the close of the annual open enrollment period.

Renewal Year 1-5 Commissions

CALIFORNIA: \$250.00

CONNECTICUT & PENNSYLVANIA: \$225.00

ALL OTHER STATES: \$200.00

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.

Renewal Commissions for Members with Effective Dates Before January 1, 2009.

For each Member enrolled in a Company HMO, PPO, AmeriChoice/Evercare Dual SNP or Evercare Institutional SNP Plan with an effective date before January 1, 2009 (an “Existing MA Plan Member”), the Company shall pay Agent the above renewal commissions as the renewal fee due to Agent for such Existing MA Plan Member under the Agreement for CMS Contract Year 2009.

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

Product	Counties
SecureHorizons MedicareComplete Choice (R5342-001 & -002), Evercare Plan for People with Chronic Illness (R5342-004), Evercare Plan for People with Limited Income (R5342-003)	New York: Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk and Westchester
AARP MedicareComplete Choice Plan 2 (5287 001), AARP MedicareComplete Choice Plan 3 (R5287 002), Evercare Plan RDP (5287 003)	Florida: Miami-Dade, Broward, Palm Beach
Massachusetts Evercare Plan DP (228 004)	Massachusetts: All counties where the product is sold
Massachusetts AARP® MedicareComplete® Choice Regional Preferred Provider Organization (RPPO)	Massachusetts: Barnstable, Dukes, Essex, Franklin, Middlesex, Norfolk, Suffolk, Nantucket, Plymouth

II.B. MEDICARE ADVANTAGE PLANS: CHRONIC CARE SNP PLANS

“Initial Year” Commissions -- New and Renewal Enrollments for CMS Contract Year 2009

In accordance with CMS instructions, the Company shall initially pay Agent the “Renewal Year 1-5” commission specified below for each individual with an application signed on or after November 15, 2008 and properly enrolled in one of the Company’s Chronic Care SNP Plans which Agent is approved and authorized to market and promote for the 2009 CMS Contract Year, beginning with 01/01/09 effective enrollments. If the Company identifies that the individual is in an Initial Coverage Election Period (ICEP) or CMS identifies that the individual is in an ICEP or is new to the MA Program, the Company shall adjust the compensation paid to Agent for the individual from the “Renewal Year 1-5” 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 1-5” commission will be made in the next commission payment cycle following the entry of a qualifying application into the Company’s enrollment system. Any required adjustment from the “Renewal Year 1-5” commission to the “Initial Year” commission will be made following the Company’s or CMS’s identification that the individual is in an ICEP or new to the MA Program.

Initial Year Commissions

CALIFORNIA: \$500.00

CONNECTICUT & PENNSYLVANIA: \$400.00

ALL OTHER STATES: \$400.00

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.

“Renewal Year” Commissions – New and Renewal Enrollments for CMS Contract Year 2009 (Commission Payments for Subsequent CMS Contract Years)

The Company shall pay Agent the following renewal commissions for each individual with an application signed on or after November 15, 2008 and properly enrolled in one of the Company’s Chronic Care SNP Plans which Agent is approved and authorized to market and promote for the 2009 CMS Contract Year and who remain in a Company Chronic Care SNP 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 five renewal years. If Agent receives the “Renewal Year 1-5” 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. Payment will be made following the Company’s receipt and processing of CMS confirmation that the renewing Member has continued his or her enrollment in a Company Chronic Care SNP Plan following the close of the annual open enrollment period.

Renewal Year 1-5 Commissions

CALIFORNIA: \$250.00

CONNECTICUT & PENNSYLVANIA: \$200.00

ALL OTHER STATES: \$200.00

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.

Renewal Commissions for Members with Effective Dates Before January 1, 2009.

For each Member enrolled in a Company Chronic Care SNP Plan with an effective date before January 1, 2009 (“Existing Chronic Care SNP Member”), the Company shall pay Agent the above renewal commissions as the renewal fee due to Agent for such Existing Chronic Care SNP Member under the Agreement for CMS Contract Year 2009.

Non-Commissionable Counties for Specified Chronic Care SNP Plans

Product	Counties
SecureHorizons MedicareComplete Choice (R5342-001 & -002), Evercare Plan for People with Chronic Illness (R5342-004), Evercare Plan for People with Limited Income (R5342-003)	New York: Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk and Westchester
AARP MedicareComplete Choice Plan 2 (5287 001), AARP MedicareComplete Choice Plan 3 (R5287 002), Evercare Plan RDP (5287 003)	Florida: Miami-Dade, Broward, Palm Beach

II.C. UNISON ADVANTAGE PLANS: DUAL SNP AND MAPD PLANS

“Initial Year” Commissions -- New and Renewal Enrollments for CMS Contract Year 2009

In accordance with CMS instructions, the Company shall initially pay Agent the “Renewal Year 1-5” commission specified below for each individual with an application signed on or after November 15, 2008 and properly enrolled in one of the Company’s Unison Advantage Plans (that is, Dual SNP Plans and MAPD Plans offered by Unison Health Plan of Tennessee, Inc., Unison Health Plan of Ohio, Inc., or Unison Health Plan of Pennsylvania, Inc.) which Agent is approved and authorized to market and promote for the 2009 CMS Contract Year, beginning with 01/01/09 effective enrollments. If the Company identifies that the individual is in an Initial Coverage Election Period (ICEP) or CMS identifies that the individual is in an ICEP or is new to the MA Program, the Company shall adjust the compensation paid to Agent for the individual from the “Renewal Year 1-5” 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 1-5” commission will be made in the next commission payment cycle following the entry of a qualifying application into the Company’s enrollment system. Any required adjustment from the “Renewal Year 1-5” commission to the “Initial Year” commission will be made following the Company’s or CMS’s identification that the individual is in an ICEP or new to the MA Program.

Initial Year Commissions

PENNSYLVANIA: \$450.00

ARKANSAS, MISSISSIPPI, OHIO, TENNESSEE: \$400.00

“Renewal Year” Commissions – New and Renewal Enrollments for CMS Contract Year 2009 (Commission Payments for Subsequent CMS Contract Years)

The Company shall pay Agent the following renewal commissions for each individual with an application signed on or after November 15, 2008 and properly enrolled in one of the Company’s Unison Advantage Plans which Agent is approved and authorized to market and promote for the 2009 CMS Contract Year and who remain in a Unison Advantage 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 five renewal years. If Agent receives the “Renewal Year 1-5” 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. Payment will be made following the Company’s receipt and processing of CMS confirmation that the renewing Member has continued his or her enrollment in a Unison Advantage Plan following the close of the annual open enrollment period.

Renewal Year 1-5 Commissions

PENNSYLVANIA: \$225.00

ARKANSAS, MISSISSIPPI, OHIO, TENNESSEE: \$200.00

Agreement Controls for Members with Applications Signed on or after November 15, 2008 and Enrolled in a Unison Advantage Plan on or after January 1, 2009

The terms and conditions of the Agreement, as modified by this Letter Agreement, supersede any agreement or agreements in effect between Unison Health Plan of Tennessee, Inc., Unison Health Plan of Ohio, Inc., or Unison Health Plan of Pennsylvania, Inc., as applicable, and Agent, with respect to Members with applications signed on or after November 15, 2008 and enrolled in a Unison Advantage Plan on or after January 1, 2009.

Renewal Commission for Members Effective Before January 1, 2009

Renewal commissions, if any, for individuals enrolled in a Unison Advantage Plan with an effective date before January 1, 2009 shall be governed by the agreement or agreements then in effect between Unison Health Plan of Tennessee, Inc., Unison Health Plan of Ohio, Inc., or Unison Health Plan of Pennsylvania, Inc., as applicable, and Agent, and shall not be governed by this Letter Amendment or the Agreement.

Additional Operational Requirements for Unison Advantage Plans

For payment to occur with respect to enrollment in a Unison Advantage Plan, Agent shall meet and comply with the Unison's Medicare CRM system requirements.

III. MEDICARE ADVANTAGE PLANS -- PRIVATE FEE FOR SERVICE PLANS

“Initial Year” Commissions -- New and Renewal Enrollments for CMS Contract Year 2009

In accordance with CMS instructions, the Company shall initially pay Agent the “Renewal Year 1-5” commission specified below for each individual with an application signed on or after November 15, 2008 and properly enrolled in one of the Company’s PFFS Plans which Agent is approved and authorized to market and promote for the 2009 CMS Contract Year, beginning with 01/01/09 effective enrollments. If the Company identifies that the individual is in an Initial Coverage Election Period (ICEP) or CMS identifies that the individual is in an ICEP or is new to the MA Program, the Company shall adjust the compensation paid to Agent for the individual from the “Renewal Year 1-5” 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 1-5” commission will be made in the next commission payment cycle following the entry of a qualifying application into the Company’s enrollment system. Any required adjustment from the “Renewal Year 1-5” commission to the “Initial Year” commission will be made following the Company’s or CMS’s identification that the individual is in an ICEP or new to the MA Program.

Initial Year Commissions

CALIFORNIA: \$500.00

CONNECTICUT & PENNSYLVANIA: \$400.00

ALL OTHER STATES: \$400.00

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.

“Renewal Year” Commissions – New and Renewal Enrollments for CMS Contract Year 2009 (Commission Payments for Subsequent CMS Contract Years)

The Company shall pay Agent the following renewal commissions for each individual with an application signed on or after November 15, 2008 and properly enrolled in one of the Company’s PFFS Plans which Agent is approved and authorized to market and promote for the 2009 CMS Contract Year and who remain in a Company PFFS 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 five renewal years. If Agent receives the “Renewal Year 1-5” 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. Payment will be made following the Company’s receipt and processing of CMS confirmation that the renewing Member has continued his or her enrollment in a Company PFFS Plan following the close of the annual open enrollment period.

Renewal Year 1-5 Commissions

CALIFORNIA: \$250.00

CONNECTICUT & PENNSYLVANIA: \$200.00

ALL OTHER STATES: \$200.00

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.

Renewal Commissions for Members with Effective Dates Before January 1, 2009.

For each Member enrolled in a Company PFFS Plan with an effective date before January 1, 2009 (“Existing PFFS Member”), the Company shall pay Agent the above renewal commissions as the renewal fee due to Agent for the Existing PFFS Member under the Agreement for CMS Contract Year 2009.

Non-Commissionable Counties for PFFS Plans

MINNESOTA

BECKER
BLUE EARTH
BROWN
CARLTON
CHIPPEWA
CLAY
CLEARWATER
COTTONWOOD
DOUGLAS
FARIBAULT
FILLMORE
FREEBORN
GRANT
HOUSTON
JACKSON
KANDIYOHI
KITTSOON
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

WISCONSIN*

ASHLAND
BAYFIELD
BURNETT
CHIPPEWA
DOUGLAS
DUNN
EAU CLAIRE
PIERCE
POLK
SAINT CROIX
SAWYER
WASHBURN

*In addition, for applications written after January 16, 2009, no commissions will be paid for SecureHorizons[®] MedicareDirect Plan 100 (H2408-017, H5435-027) or Rx Plan 150 (H2408/024, H2408-020, H5435-020) in all counties in Wisconsin where the products are sold.

Exhibit 2

VII. LIST OF AFFILIATES

Affiliates offering PDP Plans in filed and approved areas

UnitedHealthcare Insurance Company
UnitedHealthcare Insurance Company of New York (New York residents)

Affiliates offering MA Plans including Local HMO, PPO and Special Needs Plans

UnitedHealthcare of the River Valley, Inc.	UnitedHealthcare Insurance Company
Oxford Health Plans (CT), Inc.	UnitedHealthcare of Alabama, Inc.
Oxford Health Plans (NJ), Inc	UnitedHealthcare of Arizona, Inc.
Oxford Health Plans (NY), Inc	UnitedHealthcare of Arkansas, Inc.
Evercare of Texas, LLC .	UnitedHealthcare of Florida, Inc.
PacifiCare of Arizona, Inc.	UnitedHealth care of Georgia, Inc.
PacifiCare of California	UnitedHealthcare of Midlands, Inc.
PacifiCare of Colorado, Inc.	UnitedHealthcare of the Midwest, Inc.
PacifiCare of Nevada, Inc.	UnitedHealthcare of New England, Inc.
PacifiCare of Oklahoma, Inc.	UnitedHealthcare of New York, Inc.
PacifiCare of Oregon, Inc.	UnitedHealthcare of North Carolina, Inc.
PacifiCare of Texas, Inc.	UnitedHealthcare of Ohio, Inc
PacifiCare of Utah, Inc.	UnitedHealthcare of Tennessee, Inc.
PacifiCare of Washington, Inc.	UnitedHealthcare of Utah, Inc.
	UnitedHealthcare of Wisconsin, Inc.
	UnitedHealthcare Insurance Company of New York
Unison Health Plan of Tennessee, Inc.	
Unison Health Plan of Ohio, Inc	
Unison Health Plan of Pennsylvania, Inc	
AmeriChoice of New Jersey, Inc.	
Arizona Physicians IPA, Inc.	
Great Lakes Health Plan, Inc.	

Affiliates offering Medicare Advantage Private Fee for Service Plans

UnitedHealthcare Insurance Company
UnitedHealthcare Insurance Company of New York (New York residents)

Affiliates offering Non-AARP Branded Med Supp Plans in filed and approved areas

PacifiCare Life and Health Insurance Company
PacifiCare Life Assurance Company
UnitedHealthcare Insurance Company
UnitedHealthcare Insurance Company of New York (New York residents)

Affiliates offering AARP Branded Med Supp Plans in filed and approved areas

UnitedHealthcare Insurance Company

UnitedHealthcare Insurance Company of New York (New York residents)

Affiliates offering AARP Branded 50-64 Indemnity Products in filed and approved areas

UnitedHealthcare Insurance Company

UnitedHealthcare Insurance Company of New York (New York residents)



October 15, 2009

Re: Amendment to Agent Agreement

Dear Agent:

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

1. The Agreement is hereby amended to include both the (i) Revised 2009 MA and PDP Annual Commission Schedule attached hereto as Exhibit 1 and (ii) 2010 MA and PDP Annual Commission Schedule attached hereto as Exhibit 2. The Revised 2009 MA Annual Commission Schedule shall apply to all new and renewal enrollments for CMS Contract Year 2009 effective on or after September 1, 2009 in all states other than New Jersey, and for New Jersey, the Revised 2009 MA Annual Commission Schedule shall apply to all new and renewal enrollments for CMS Contract Year 2009 effective on or after January 1, 2009. The Revised 2009 PDP Annual Commission Schedule shall apply to all new and renewal enrollments for CMS Contract Year 2009 effective on or after September 1, 2009 in all states. The 2010 MA and PDP Annual Commission Schedule shall apply to all new and renewal enrollments for CMS Contract Year 2010 effective on or after January 1, 2010. Notwithstanding any other provisions of the Agreement, the Company may, at any time, elect to terminate or suspend sales of any Product or Products in any or all service areas or regions. In such event, the Company shall provide written notice to Agent specifying the effective date of such termination or suspension, which effective date shall be at least thirty (30) days after the date on which such written notice is furnished to Agent or such shorter period as may be required under applicable law.
2. The definition of "Medicare Laws and Regulations" in Section 1.9 of the Agreement is hereby amended to include the revised CMS "Medicare Marketing Guidelines" effective August 7, 2009 and any subsequent revisions and guidance regarding the foregoing that may be issued by CMS.
3. Section 2.2(g) of the Agreement is hereby amended by adding the following language: "Without limiting the foregoing, Agent agrees that it shall not intentionally disparage the Company or any of the Products, nor shall it act, nor neglect to act, in a manner that would injure or harm the reputation of the Company or the Products or the goodwill associated with the Company or the Products."
4. Section 2.4 of the Agreement is hereby amended by adding the following language: "The Company may from time to time contact Members and/or leads for the purpose of setting up an appointment between the Member and/or lead and Agent to discuss and market the Company's Plans. In such event, the Company authorizes Agent to act on behalf of the Company for the sole and limited purpose of meeting with the Member or lead, as applicable, during the scheduled appointment, to discuss and market the Company's Plans and for no other purpose. Agent shall discontinue all discussions and marketing of the Company's Plans and end the scheduled appointment if Agent determines that the Company's Plans are not the best Plans to meet the Member's or lead's needs. Agent shall comply with the provisions of this Agreement and Medicare Laws and Regulations and any additional directions or guidance issued by the Company when meeting with any Member or lead identified by the Company and discussing or marketing the Company's Plans to any Member or lead identified by the Company. All information regarding Members or Leads furnished by the Company to Agent shall be subject to the confidentiality provisions of the Agreement, including but not limited to the provisions of the Business Associate Addendum, and all

Medicare Laws and Regulations, and Agent shall treat all such information in compliance with such confidentiality provisions and Medicare Laws and Regulations.”

5. Section 5.3(b) of the Agreement is hereby amended to read in full as follows: “5.3 This Agreement will terminate automatically upon the occurrence of any of the following events: (b) If Agent is a partnership, upon the death of any partner or any change in the partners composing the partnership, or dissolution of the partnership for any reason; provided, however, this Agreement shall continue in full force and effect if (i) the partnership and partners continuing the business of Agent (the “Continuing Partners”) immediately provide written notification to the Company of such death, change or dissolution, which notification specifies the Continuing Partners and documents that the Continuing Partners meet all requirements of Agent under this Agreement, and (ii) the Company consents to the Continuing Partners, which consent shall not be unreasonably withheld, and (iii) the Continuing Partners execute a new agreement or other documentation reasonably required by the Company to continue this Agreement in full force and effect.
6. Section 5.5 of the Agreement is hereby by amended to delete and replace the second sentence of the section with the following language: “During the time such suspension is in effect, Agent may not market or promote the Products on behalf of the Company; provided, however, that the Company shall pay compensation on a quarterly basis and in accordance with the terms and conditions of this Agreement on Agent’s existing business submitted prior to the date of the suspension.”
7. 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.
8. 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,

A handwritten signature in black ink, appearing to read "Mark A. Phillips", with a long horizontal flourish extending to the right.

Mark A. Phillips

Senior Vice President, Chief Sales and Distribution Officer, Ovations



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,

A handwritten signature in black ink, appearing to read "Mark A. Phillips". The signature is written in a cursive style with a horizontal line at the end.

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

Exhibit 1

V. MEDICARE SUPPLEMENT INSURANCE PLANS WHICH CARRY THE AARP NAME - 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 Schedule Ages 65+**

States: AR, MI, NJ
Plans: All available plans except A, K, and L

Years 1-6	
Agent	\$230.00

Plans A, K, L

Years 1-6	
Agent	\$115.00

States: AL, NM, UT
Plans: All available plans except A, K, and L

Years 1-6	
Agent	\$190.00

Plans A, K, L

Years 1-6	
Agent	\$95.00

States: CA, NY
Plans: All available plans except A, K, and L

Years 1-6	
Agent	\$300.00

Plans A, K, L

Years 1-6	
Agent	\$150.00

States: AZ, CT, DE, FL, GA, ID, IL, KS, KY, LA, MA, MD, ME, MO, NC, NE, NH, NV, OH, PA, SC, TN, TX*
Plans: All available plans except A, K, L, and MA Core Plan

Years 1-6	
Agent	\$210.00

Plans A, K, L, MA Core Plan

Years 1-6	
Agent	\$105.00

*TX Commission paid for Years 1 to 7

States: DC, IA, MS, MT, ND, OK, RI, VA, VT, WY
Plans: All available plans except A, K, and L

Years 1-6	
Agent	\$170.00

Plans A, K, L

Years 1-6	
Agent	\$85.00

States: AK, HI, OR, SD
Plans: All available plans except A, K, and L

Years 1-6	
Agent	\$150.00

Plans A, K, L

Years 1-6	
Agent	\$75.00

States: CO, IN
Plans: All available plans

Years 1-6	
Agent	\$150.00

States: GU, PR, VI
Plans: All available plans except A, K, and L

Years 1-6	
Agent	\$110.00

Plans A, K, L

Years 1-6	
Agent	\$55.00

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

Years 1-6	
Agent	\$230.00

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

Years 1-6	
Agent	\$150.00

*Commissions not payable for riders in MN and WI

States: WV*
Plans: All available plans except A, K, and L

Years 1-5	
Agent	\$230.00

Plans A, K, L

Years 1-5	
Agent	\$115.00

* WV Commission paid for Years 1 to 5

States: WA
Plans: All available plans

All Years	
Agent	8.00%

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,

A handwritten signature in black ink, appearing to read "Mark A. Phillips".

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

Exhibit 1

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; provided that, 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. RESPONSIBILITIES OF BUSINESS ASSOCIATE

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; provided, that 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 Government Program Requirements. 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 Privacy and Safeguards for Financial Data. 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 Agent Liaison Function. 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. TERMINATION AND COOPERATION

4.1 Termination. 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 Effect of Termination or Expiration. 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 shall extend any and all protections, limitations and restrictions contained in this Addendum to 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 Cooperation. 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. MISCELLANEOUS

5.1 Contradictory Terms; Construction of Terms. 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 Survival. Sections 4.2, 4.3, 5.1, and 5.2 shall survive the expiration or termination for any reason of the Agreement and/or of this Addendum.



May 25, 2010

Re: Amendment to Agent Agreement

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,

A handwritten signature in black ink, appearing to read "Mark A. Phillips". The signature is written in a cursive style.

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

July 28, 2010

Re: Amendment to Agent Agreement

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:

1. The list of Non-Commissionable Counties for Specified HMO, PPO, AmeriChoice/Evercare Dual SNP 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 Non-Commissionable Counties for Specified HMO, PPO, AmeriChoice/Evercare Dual SNP and Evercare Institutional SNP Plans Effective September 1, 2010 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 Non-Commissionable Counties for PFFS Plans set forth in the 2010 MA and PDP Annual Commission Schedule is hereby deleted and replaced in its entirety with the list of Non-Commissionable Counties for PFFS Plans Effective September 1, 2010 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 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,



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

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

Product	Counties
SecureHorizons MedicareComplete Choice (R5342-001 & -002), Evercare Plan RMP (R5342-004), Evercare Plan RDP (R5342-003)	New York: Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk and Westchester
AARP MedicareComplete Choice Plan 2 (R5287-001), AARP MedicareComplete Choice Plan 3 (R5287-002)	Florida: Miami-Dade, Broward, St. Lucie
Evercare Plan DH (H3379-036)	New York: Bronx, Kings, New York, Queens, Richmond
AARP® MedicareComplete® Choice Regional Preferred Provider Organization (R7444-001)	Massachusetts: Barnstable, Dukes, Essex, Franklin, 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

Non-Commissionable Counties for PFFS Plans Effective September 1, 2010

ALABAMA

BARBOUR
BULLOCK
CALHOUN
CHEROKEE
CHOCTAW
FAYETTE
FRANKLIN
HENRY
HOUSTON
LEE
LIMESTONE
MADISON
MARENGO
RANDOLPH
SUMTER
TALLADEGA
TUSCALOOSA
WILCOX

ARIZONA

GREENLEE

ARKANSAS

ARKANSAS
BAXTER
BOONE
CLARK
CONWAY
CRITTENDEN
FAULKNER
FRANKLIN
FULTON
JEFFERSON
JOHNSON
LAWRENCE
LOGAN
MADISON
MARION
MILLER
MONROE
MONTGOMERY
NEWTON
OUACHITA
PERRY
PIKE
POLK
POPE
RANDOLPH
SCOTT
SEARCY
SHARP
WOODRUFF
YELL

COLORADO

ALAMOSA
ARCHULETA
BACA
BENT
CHAFFEE
CLEAR CREEK
CONEJOS
COSTILLA
CROWLEY
CUSTER
DELTA
EAGLE
ELBERT
GARFIELD
GILPIN
HUERFANO
JACKSON
KIOWA
LAS ANIMAS
LINCOLN
LOGAN
MESA
MONTEZUMA
MONTROSE
OTERO
PARK
PROWERS
RIO GRANDE
ROUTT
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
KITTSOON
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
ISSAQUENA
ITAWAMBA
LAFAYETTE
LEAKE
LOWNDES
MADISON
MARSHALL
MONROE
MONTGOMERY
NESHABA
NOXUBEE
PANOLA
PONTOTOC
PRENTISS
QUITMAN
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

NEBRASKA

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
BOSQUE
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
POQUOSON 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
WAHIAKUM
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

WISCONSIN

ASHLAND
BARRON
BAYFIELD
BUFFALO
BURNETT
CHIPPEWA
COLUMBIA
CRAWFORD
DOUGLAS
DUNN
EAU CLAIRE
JACKSON
JEFFERSON
PIERCE
POLK
SAINT CROIX
SAWYER
WASHBURN

WYOMING

BIG HORN
CARBON
CONVERSE
GOSHEN
HOT SPRINGS
LINCOLN
NIOBRARA
PARK
PLATTE
SUBLETTE
SWEETWATER
UINTA
WASHAKIE

August 31, 2010

Re: Amendment to Agent Agreement

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,



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

Exhibit 1

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

I. PDP PLANS

“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

Note: 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.

“Renewal Year” Commissions – Renewal Enrollments for CMS Contract Year 2011; Subsequent CMS 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 meets all requirements for earning renewal commissions.

Renewal Year Commission: \$26.50

Note: 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. ALL MEDICARE ADVANTAGE PLANS

“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

Note: 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.

“Renewal Year” Commissions – Renewal Enrollments for CMS Contract Year 2011; Subsequent CMS 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 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 MA Plan throughout each renewal year and Agent meets all requirements for earning renewal commissions.

Renewal Year Commissions

CALIFORNIA/NEW JERSEY: \$252

CONNECTICUT/PENNSYLVANIA/DISTRICT OF COLUMBIA: \$227.00

ALL OTHER STATES: \$201.50

Note: 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.

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

Product	Counties
SecureHorizons MedicareComplete Choice (R5342-001 & -002), Evercare Plan RDP (R5342-003)	New York: Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk and Westchester
AARP MedicareComplete Choice Plan 2 (R5287-001), AARP MedicareComplete Choice Plan 3 (R5287-002)	Florida: Miami-Dade, Broward, Palm Beach, St. Lucie
AARP MedicareComplete Choice Regional Preferred Provider Organization (R7444-001)	Massachusetts: Barnstable, Dukes, Essex, Franklin, 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
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