



# Optima Senior Health Division, LLC

Commissions For Sierra Health and Life Insurance Company, Inc.  
Medicare Advantage Plans

## Managing General Agent

2007  
All States - All Plans

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<u>Level</u>	<u>Year 1</u>	<u>Year 2+</u>
Managing General Agent	\$330.00	\$155.00
General Agent	\$300.00	\$150.00
Senior Agent	\$250.00	\$135.00
Sub - Agent	-	-

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### SierraRx Plus

<u>Level</u>	<u>Year 1</u>
Managing General Agent	\$35.00
General Agent	\$30.00
Senior Agent	\$25.00
Sub - Agent	\$0

#### TO BE COMPLETED BY MANAGING GENERAL AGENT

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

#### REQUEST FOR APPOINTMENT

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Agent # \_\_\_\_\_ Date: \_\_\_\_\_

**W-9****Request for Taxpayer  
Identification Number and Certification**Give form to the  
requester. Do not  
send to the IRS.Name: \_\_\_\_\_  
(as shown on your income tax return)Check appropriate box:  Individual/  
Sole Proprietor     Corporation     Partnership     OtherAddress: \_\_\_\_\_  
(number, street and apt. or suite no.)

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

**Part I Taxpayer Identification Number (TIN)**

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ or

Employer Identification Number: \_\_\_\_\_ - \_\_\_\_\_

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Sign  
Here****Signature of  
U.S. Person:****Date:**



# SIERRA HEALTH AND LIFE

INSURANCE COMPANY, INC.

## Prohibited Marketing And Sales Activities Statement

As a representative of Sierra Health & Life Insurance Co., Inc. (SHL), you may not engage in the activities listed below. Your signature is requested to verify that you have received and intend to abide by the content of this statement. Engagement in any of the listed activities will be subject to revocation of your appointment with Sierra Health & Life Insurance Co., Inc. The following are prohibited activities:

1. Activities which are discriminatory in nature intended to discourage beneficiary enrollment in Sierra Health & Life Insurance Co., Inc. on the basis of race, physical or mental ability, ethnicity, gender, sexual orientation, creed, age, religion or national origin, cultural educational background, economic or health status, English proficiency, reading skills, or source of payment of care.
2. Activities that mislead or confuse beneficiaries or which misrepresent Sierra Health & Life Insurance Co., Inc. Such activities may include, but are not limited to:
  - Claims of endorsement of SHL by \*CMS.
  - Claims that CMS recommends enrollment in SHL.
  - Erroneous written or verbal statements, including statements, claims or promises that conflict with or materially alter information contained in CMS approved materials.
3. Offers of gifts or payments to beneficiaries or any individual in a position to influence enrollment as an inducement to enroll in the organization.
4. Door-to-door solicitation of members.
5. Alter in any fashion CMS approved materials.
6. Use of non-approved CMS materials.
7. Engaging in health screenings of prospective members or in activities which could reasonably be construed to be health screening.
8. Submission of fraudulent enrollment forms. Forgery of any enrollment form or supporting documentation.
9. Solicitation of enrollment at any healthcare delivery site while care is being delivered.
10. Selling leads.
11. Collecting enrollment applications at health fairs and employer group fairs and other promotional sites.
12. Solicitation of endorsement, requests for patient lists and related activities from contracted and non-contracted providers.
13. Solicitation of enrollments from beneficiaries' incompetent to complete and understand the Statement of Understanding from the enrollment form. Individuals clearly incompetent shall only be enrolled when accompanied by appropriate representation.

Agent/ Broker/ Agency \_\_\_\_\_ Date \_\_\_\_\_

Note:

\*CMS (Centers for Medicare and Medicaid Services)

PD-1577 (07/01)



# SIERRA HEALTH AND LIFE

INSURANCE COMPANY, INC.

## BENEFIT CONSULTANT ENROLLMENT CERTIFICATION

**Course Name:** "Medicare Part D Marketing Guidelines"  
"Specific Guidance Regarding the Use Of Persons Employed  
By An Organization To Market Or Contract With  
To Perform Marketing"

Initials

I have reviewed Sierra's "Medicare Advantage and Part D Marketing Guidelines" training presentation.

Initials

I have received a copy of the "Medicare Advantage and Part D Marketing Guidelines" that pertain to subcontracted sales agents.

Initials

I have read and understand the "Medicare Advantage and Part D Marketing Guidelines" that pertain to subcontracted sales agents.

Initials

I was give the opportunity to ask questions and I understand that I may direct further questions to my supervisor and/or the subcontractor's marketing contact.

Initials

I was given a handout that contained Sierra's marketing contact information.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**A COPY OF YOUR CURRENT STATE INSURANCE LICENSE  
MUST BE ATTACHED TO THIS FORM**



## AUTHORIZATION AGREEMENT FOR ACH CREDITS

(Allows For Electronic Funds Transfer Of Commissions To Your Bank Account)

Optima Senior Health Division, LLC

**Company/Individual Name:** \_\_\_\_\_

**ID Number:** (Company Tax ID or SSN) \_\_\_\_\_

I (WE) hereby authorize Optima Senior Health Division, LLC herein after called **OPTIMA**, to initiate, credit entries and/or correction entries to our [ ] Checking [ ] Savings account (select one) indicated below at the depository named below, herein called DEPOSITORY, to credit the same such account.

**DEPOSITORY NAME:** \_\_\_\_\_ **BRANCH:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_

**BANK TRANSIT/ABA NUMBER:** \_\_\_\_\_ **ACCOUNT NUMBER:** \_\_\_\_\_

This authorization is to remain in full force until OPTIMA has received written notification from me (or either of us) of its termination in such time and in such manner as to afford OPTIMA and DEPOSITORY reasonable opportunity to act upon it.

**NAME(S):** \_\_\_\_\_ **ID Number:** \_\_\_\_\_

(Company Tax ID or SSN)

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**A VOIDED CHECK MUST BE ATTACHED TO THIS FORM**



# MANAGING GENERAL AGENT AGREEMENT

Optima Senior Health Division, LLC

This MANAGING GENERAL AGENT AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_ ("Effective Date"), by and between Optima Senior Health Division, LLC, ("OSHD"), an independent Third Party Marketing Organization for Sierra Health and Life Insurance Company, Inc. ("Sierra") and \_\_\_\_\_ located at \_\_\_\_\_

(Managing General Agent Name)

(Street Address, City, State & Zip)

\_\_\_\_\_ herein after referred to as ("Agent").

## RECITALS

**WHEREAS**, Sierra and OSHD desire to market Sierra Medicare Advantage Plans, and

**WHEREAS**, Sierra has contracted with OSHD to provide a network of independent agents to provide beneficiary education, outreach and enrollment services to assist eligible Medicare beneficiaries applying for a Medicare Advantage Plan issued by Sierra

**NOW, THEREFORE**, in consideration of the covenants, promises, representations and warranties set forth herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by OSHD), intending to be legally bound hereby, OSHD agree as follows:

### I. APPOINTMENT AND RELATIONSHIP

- A. OSHD hereby appoints the Managing General Agent to act on its behalf and represent it only to the extent authorized herein.
- B. The Managing General Agent is an independent contractor with respect to OSHD, and nothing contained herein shall create or be construed to create the relationship of Employer/ Employee between OSHD and the Managing General Agent or between OSHD and any employee of the Managing General Agent.
- C. Nothing herein contained shall be deemed to create an agency, joint venture, partnership or franchise relationship between OSHD hereto. The Managing General Agent acknowledges that the Managing General Agent is NOT an employee of OSHD and is NOT entitled to OSHD employee rights and benefits; and agrees to waive any and all of his or her rights under the EEOC and ADA to the extent they exist if at all. Managing General Agent shall be free to exercise independent judgement as to the time and manner in which it may perform the services authorized by this Agreement.

### II. SCOPE OF SERVICES, AUTHORITY AND RESPONSIBILITY OF MANAGING GENERAL AGENT

- A. The Managing General Agent is hereby authorized on behalf of OSHD, but only in those States and Counties where OSHD are authorized to do business and provided that the Managing General Agent is in compliance with all applicable regulatory licensing requirements at the time of solicitation, to solicit applications for the approved products offered by OSHD authorized for marketing by OSHD and which are listed in written documents provided to the Managing General Agent by OSHD which are made a part of this Contract. Managing General Agent shall have no protected territories or regions.
- B. The Managing General Agent shall pay to OSHD all expenses including but not limited to state insurance appointment costs incurred by him/her or his/her Sub-Agents in the performance of this Contract. Any such expenses not paid by the Managing General Agent may be offset by OSHD against any commissions or service fees payable to the Managing General Agent or Sub-Agents.

C. The Managing General Agent shall be available, during the term of this Agreement, to attend and participate in all required training, monitoring and supervision activities and or seminars as required and or requested by OSHD.

D. The Managing General Agent may not use OSHD name or logo; the plan name or logo; or any proprietary information on any printed materials, or electronic advertising, or internet site without prior written approval of OSHD. The Managing General Agent may create an electronic link from the Managing General Agent's Internet site to OSHD internet site, but the Managing General Agent may not reproduce any of OSHD Internet content or programs on the Managing General Agent's internet site. The Managing General Agent may not re-create or alter any material considered proprietary by OSHD in electronic, printed, or any other form.

E. The Managing General Agent is required to protect the privacy and confidentiality of personal and financial information regarding OSHD plan applicants, current and former members, employer groups, and providers. The Managing General Agent will not disclose personal or financial information to anyone other than OSHD, as is applicable for the purpose stated herein. The Managing General Agent agrees to comply with all Federal, State, and Local laws regarding the privacy and confidentiality of information regarding applicants, current and former members, employer groups and providers. The Managing General Agent agrees to comply with all OSHD privacy and confidentiality requirements and the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Gramm-Leach-Bliley Act (1999) including any regulations or amendments. The OSHD, and the Managing General Agent all agree they will not disclose or use the non-public personal information provided to them under this joint marketing Agreement to any person or entity except as necessary to carry out the joint marketing of any of the products offered by OSHD, under this Agreement, or under another expressly recognized exception to the Gramm-Leach-Bliley Act's opt-out requirement, in the ordinary course of business to carry out such joint marketing, unless and until the individual about whom the non-public personal information is shared becomes a customer of OSHD and the Managing General Agent.

F. The Violent Crime Control and Law Enforcement Act (18 U.S.C. 1033 et seq.) makes it a crime for individuals convicted of certain felonies to willfully engage in the business of insurance. By entering into this contract the Managing General Agent represents that he/she is not prevented from engaging in insurance business under this act or any other applicable law. The Managing General Agent agrees to accurately and fully complete the Background Information forms provided and required by OSHD, and to advise OSHD in writing within 30 days if they have been convicted of a felony while this contract is in effect. The OSHD recommends that any Managing General Agent who has concerns about their ability to act as a Managing General Agent to contact the appropriate regulatory agency.

G. The Managing General Agent understands and agrees that OSHD and the Managing General Agent through the established business relationship by this Agreement, may choose to communicate with each other through the use of telephone, mail, email or facsimile to the mailing address(es), phone numbers, or email address(es) provided herein. The Managing General Agent agrees to notify OSHD immediately of any change of any of the Managing General Agent's contact information.

H. The Managing General Agent agrees that while this Agreement is in force, and following its termination for any reason, the Managing General Agent shall not directly or indirectly contact, solicit, communicate or meet with any of OSHD Medicare Advantage enrollees for the purpose of modifying, rewriting,

canceling, lapsing or replacing OSHD Medicare Advantage Plans. Failure to comply with the provisions of this Section will result in termination of this Agreement for cause and termination and forfeiture of any and all commissions or Vested Commissions (if any).

### III. LIMITATIONS OF AUTHORITY

- A. The Managing General Agent shall have no authority to make, alter, modify or discharge any evidence of coverage, policy, rider, or contract; extend any Provision thereof; waive any forfeiture; incur any debts or expenses for which OSHD may be liable; receive any money for OSHD, except as may herein or elsewhere specifically in writing be authorized by OSHD; withhold or convert to their own use or for the benefit of others any monies, securities, policies or receipts belonging to OSHD or fail to submit promptly to OSHD any applications for coverage; or accept payments of any kind for OSHD Plan.
- B. The Managing General Agent shall have no authority to endorse or present for collection any check, draft or other instrument made payable to OSHD.
- C. The Managing General Agent shall have no authority to conduct telemarketing, "cold calling", door-to-door solicitation or any other form of "direct" solicitation.

### IV. PAYMENT

- A. In consideration for the provision of the Services by the Managing General Agent, the Managing General Agent shall be compensated by commission, as follows: OSHD shall pay a Commission on approved and accepted new enrollments, based upon the current Managing General Agent Schedule of Commission then in effect (see Attachment "Managing General Agents Commission Schedule"). No additional compensation, bonuses, remuneration or reimbursement will be due and payable to the Managing General Agent. During the term of, and subject to the provisions of this Contract, and subject to the rules and regulations of OSHD, the Managing General Agent shall be entitled, as full compensation for all of its services and expenses hereunder, commissions and service fees, as set forth in the Schedule of Commissions and Fees attached hereto and incorporated herein by reference on all business produced by it personally or by Agents in the Managing General Agent's hierarchy ("Sub-Agents"). Sub-Agents, less Commissions or service fees due to its Sub-Agents by reason of any contract which any Sub-Agents hold with OSHD. Any officer of OSHD may amend the Managing General Agent's Commission Schedule at any time. All expenses incurred in the marketing or enrollment of plans offered by OSHD are the sole responsibility of Managing General Agent. OSHD's liability is limited to the payment of commissions as delineated in the Managing General Agent's Commission Schedule, as amended from time to time.
- B. No commissions shall be payable on any application not accepted by CMS or OSHD. In the event that the Managing General Agent or Sub-Agents incur indebtedness to OSHD, or any assignee of OSHD may offset against, and deduct from, any compensation due the Managing General Agent. Managing General Agent agrees such indebtedness shall be a first lien against all such compensation. The OSHD, or any assignee may offset any indebtedness created by Managing General Agent or any Agents in the Managing General Agent's hierarchy including the repayment of advance commissions with OSHD against commission or overrides due Managing General Agent. Collection fees on unpaid debits to OSHD shall be at Managing General Agent's cost.

Managing General Agent acknowledges and agrees that all payments to Managing General Agent and Agents in the Managing General Agent's hierarchy upon the enrollment of members in the Medicare Advantage Plans shall be deemed an advance of compensation to Managing General Agent. The OSHD, or any assignee may set off any advances or other amounts owed by Managing General Agent or its Agents to OSHD against the amount of any commissions owed by OSHD to Managing General Agent.

C. The OSHD will furnish the Managing General Agent with a periodic statement of the Managing General Agent's Account and will pay any amount due Managing General Agent hereunder. Upon receipt of such statement the Managing General Agent shall immediately examine it, and if not satisfied as to its accuracy, Managing General Agent shall return such statement and the payment to OSHD with full particulars of any discrepancy therein within sixty (60) days of the date of the statement; otherwise the statement shall be deemed accepted by Managing General Agent as true and correct. The Account on the books of OSHD shall be competent evidence of such Account for all purposes.

D. If this Contract is terminated by OSHD or the Managing General Agent or should the Managing General Agent die or become totally disabled while this Contract is in force or in the case of his/her death, his/her heirs or legal representatives shall, except as hereinafter provided in this Contract, receive commissions that accrue under the provisions of this Contract, if any. Such renewal commissions shall terminate when the total renewal commissions so payable are less than \$600.00 annually.

E. OSHD may at any time offset any debt or debts due from the Managing General Agent to OSHD arising from his/her transactions under this or any previous or subsequent contract against any commission, service fees, or other compensation due or to become due him/her from OSHD and any and all affiliates of OSHD. Unless otherwise specifically provided, all debts due OSHD, including advances to the Managing General Agent or his/her Sub-Agents against commissions or other compensation, are payable upon demand and are not recoverable solely from commissions or other compensation. Should OSHD for any reason refund any premium on any policy secured hereunder, then the Managing General Agent shall repay, on demand, any Commissions received on that premium. A failure to repay these Commissions is agreed to constitute authorization for OSHD to offset such amounts against any Commissions or service fees due the Managing General Agent on any policy secured hereunder.

F. The Managing General Agent shall be jointly and severally liable, with each Agent in their hierarchy, to OSHD for the payment of all monies due from the Managing General Agent or his/her Agents in his/her hierarchy, or debit balances on the account of the Managing General Agent or his/her Agents or debit balances resulting from loans to the Managing General Agent or Agents from OSHD. OSHD books and records shall be prima facie evidence of such debit balances or loans due.

The Managing General Agent hereby assigns to OSHD, with recourse, as collateral for all such monies due, debit balance or loans, all amounts due and to become due to the Managing General Agent from each Agent or from OSHD and all notes, of Agents in favor of the Managing General Agent. The Managing General Agent agrees to execute all other documents required of him/her by OSHD in order to properly evidence and effectuate such assignments, and to guarantee the legal enforceability thereof.

### V. TERM.

This Agreement shall commence on the date hereof and continue in effect, unless terminated earlier in accordance with Section VII hereof. The term of this Agreement shall be ongoing, unless either party notifies the other in writing, not less than ten business days prior to the end of the then current enrollment period.

### VI. RETURN OF PROPERTY.

Upon the termination of this Agreement for any reason whatsoever, the Managing General Agent agrees to end all further use and utilization of, and to immediately return to OSHD, in good condition, all property of OSHD including, without limitation, any property or equipment furnished by OSHD or created or prepared by the Managing General Agent, either alone or jointly with others, pursuant to the provisions or requirements of this Agreement. Without limiting the generality of the foregoing, all correspondence, reports, records, charts, advertising materials and other similar data pertaining to the

business, activities, research and development, Intellectual Property or future plans of OSHD and/ that are collected by the Managing General Agent, including any and all copies or reproductions thereof, as well as any computer equipment, passwords and access cards provided to the Managing General Agent by OSHD, shall be delivered promptly to OSHD without request by it upon termination of this Agreement.

## VII. TERMINATION.

A. Regardless of anything to the contrary contained in this Agreement, (a) OSHD may terminate this Agreement immediately for any reason or for no reason and, in such event, the Managing General Agent shall immediately stop performing all services (unless otherwise directed by OSHD in writing). The Managing General Agent may terminate this Agreement at any time upon not less than 10 business days' prior written notice to OSHD. Upon the effective date of the termination of this Agreement, OSHD shall have no further obligation or liability to the Managing General Agent other than to make any payments of commissions due for business written and submitted while this Agreement is in force, less applicable chargebacks of this Agreement. Commissions due and payable, following termination without breach or cause, for business written while this Agreement is in effect will be paid at the rate of 100%, less applicable chargebacks, on the first pay period following the third full month of membership. However, in the event that OSHD terminates this Agreement for cause, as a result of a breach of this Agreement, due to violation of Section VIII of this Agreement or unpaid indebtedness, by the Managing General Agent, OSHD shall not be obligated to pay any further commissions or renewals. Managing General Agent understands and accepts that this Agreement may be terminated for cause if Managing General Agent does not pay to OSHD or assignee any and all amounts due for chargebacks, advance repayments, cancellations or rescissions within 30 days of notification by OSHD or assignee that monies are due.

Upon termination of this Agreement for whatever reason, the Managing General Agent has sixty (60) days after termination of this Agreement to notify OSHD in writing of any complaints or issues he/she may have against OSHD or the Managing General Agent will waive all rights to any claims against OSHD. Such must be sent by certified mail to OSHD to the attention of:

Optima Senior Health Division, LLC  
4910 Savarese Circle  
Tampa, Florida 33634  
Atten: General Counsel

If the Managing General Agent does not repay any indebtedness to OSHD after termination of this Agreement, for whatever reason, the Managing General Agent agrees to the entry of a judgement against Managing General Agent equal to the amount of the indebtedness.

## VIII. COMPLIANCE WITH APPLICABLE LAWS.

- A. The Managing General Agent warrants that the services performed under this Agreement shall comply with all applicable federal, state and local laws and regulations.
- B. The Managing General Agent's performance under this Agreement shall be conducted with due diligence and in full compliance with the highest professional standards in the industry. The Managing General Agent shall comply with all OSHD policies and procedures, applicable laws, rules and regulations in the course of performing the Services.

## IX. MANAGING GENERAL AGENT REPRESENTATION.

Managing General Agent is authorized by this Agreement to act on behalf of OSHD solely to conduct approved and regulatory compliant marketing and sales activities for membership into Sierra Health and Life Insurance Company's Medicare Advantage Plans. Managing General Agent and OSHD understand and agree that this contract is sufficient evidence of Managing General Agent's assignment to the hierarchy of Optima Senior Health Division, LLC.

## X. REMEDIES IN THE EVENT OF BREACH

In the event of a breach by the Managing General Agent of any of the covenants of this Agreement, OSHD shall be entitled to:

- (1) Obtain an injunction enjoining any violation or threatened violation of the covenants herein for the benefit and protection of OSHD;
- (2) Obtain an injunction compelling the performance by Managing General Agent of all obligations and covenants owed to OSHD under this Agreement;
- (3) Withhold from Managing General Agent and not pay to Managing General Agent any sum otherwise payable by OSHD to Managing General Agent, including without limitation, any such sum attributable to commissions or renewals.

## XI. GENERAL.

A. Notices. All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally against written receipt, or by facsimile transmission against facsimile confirmation, or by email against confirmation of receipt (but only if a copy if also sent by first class United States mail (postage prepaid) on the same day or on the next business day), or mailed by internationally recognized overnight courier prepaid, to OSHD at the following addresses or facsimile numbers:

If to OSHD to:  
Optima Senior Health Division, LLC  
4910 Savarese Circle  
Tampa, Florida 33634  
Fax: 800-491-8071

If to the Managing General Agent:  
Information provided on Agent data sheet.

All such notices, requests and other communications will (i) if delivered personally to the address as provided in this Section XI(A), be deemed given upon delivery, (ii) if delivered by facsimile transmission to the facsimile number as provided for in this Section XI(A), be deemed given upon facsimile confirmation, (iii) if delivered by email to the email address as provided for in this Section XI(A), be deemed given upon confirmation of receipt (provided that a copy is also sent by first class United States mail as provided for in this Section XI(A), and (iv) if delivered by overnight courier to the address as provided in this Section XI(A), be deemed given on the earlier of the first business day following the date sent by such overnight courier or upon receipt. Any party from time to time may change its address, facsimile number or other information for the purpose of notices to that party by giving notice specifying such change to the other party hereto.

B. Entire Agreement; Modification. This Agreement and Attached exhibits, constitutes the entire Agreement among OSHD with respect to the Services. This Agreement supersedes all prior Agreements and understandings, both written and oral, among OSHD with respect to the subject matter hereof. This Agreement may be amended or modified only by an instrument in writing duly executed by OSHD to this Agreement. Whenever possible, OSHD will provide written notification of amendments or modifications 30 days prior to effective date of amendment or modification, however, reserves the right to amend or modify immediately as is required or directed to maintain regulatory compliance. This Contract cannot be changed by any oral promise or statement by whomsoever made, and no written modification or change will bind OSHD unless it is signed by the President, a Vice President, or the Secretary of OSHD, and expresses and intention to modify or change this Contract.

C. Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or

condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.

- D. No Assignment; Binding Effect. Neither this Agreement nor any right, interest or obligation hereunder may be assigned (by operation of law or otherwise) by Managing General Agent without the prior written consent of OSHD and any attempt to do so will be void. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by OSHD hereto and their respective successors and assigns.
- E. Survival. Notwithstanding anything to the contrary contained in this Agreement, the provisions of Sections II G and IV hereof shall survive the termination or expiration, for any reason, of this Agreement.
- F. Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.
- G. Severability. Any term or provision of this Agreement that is invalid, illegal or unenforceable in any situation in any jurisdiction shall not affect the validity, legality or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If such invalidity, illegality or unenforceability is caused by length of time or size of area, or both, the otherwise invalid provision shall be, without further action by OSHD, automatically amended to such reduced period or area as would cure such invalidity, illegality or unenforceability; provided, however, that such amendment shall apply only with respect to the operation of such provision in the particular jurisdiction in which such determinations is made.
- H. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.
- I. Jurisdiction; Venue. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined in any Nevada state court in Clark County, Nevada or federal court sitting in the city of Carson City, Nevada, and each party hereby irrevocably accepts and consents to the exclusive personal jurisdiction of those courts for such purpose. In addition, each party hereby irrevocably waives, to the fullest extent permitted

by law, any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any judgment entered by any court in respect thereof brought in any state or federal court sitting in the county of Carson City, Nevada, and further irrevocably waives any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

- J. Waiver of Trial by Jury. In any action or proceeding arising herefrom, OSHD hereto consent to trial without a jury in any action, proceeding, or counterclaim brought by any party hereto against the other or their successors in respect of any matter arising out of or in connection with this Agreement, regardless of the form of action or proceeding.
- K. Counterparts; Facsimile Execution. This Agreement may be executed and delivered (i) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument, and/or (ii) by facsimile, in which case the instruments so executed and delivered shall be binding and effective for all purposes.
- L. Indemnification. The Managing General Agent agrees to indemnify, defend, and hold OSHD harmless from and against any and all claims, damages, costs, losses, and expenses, including, without limitation, reasonable attorney's fees and costs of settlement or defenses, for all acts or for those arising out of or relating to the actual or alleged negligent or actual or alleged willful misconduct of the Managing General Agent and employees or agents of the Managing General Agent with respect to their obligations under this Agreement.
- M. Accounting. OSHD shall have the right to inspect and copy (at its own expense), and the Managing General Agent shall make available at its primary offices for such purposes, all records reflecting business placed with OSHD of the Managing General Agent, or its Agents, including the hierarchy of Agents and the policies written by such hierarchy, which arose, directly or indirectly, from the efforts of the Managing General Agent. Such inspection shall be granted within thirty (30) days of written request by OSHD for same and shall be conducted during normal business hours. The above shall not be requested for frequently than once a year.

**The Managing General Agent hereby acknowledges they have read and understood all parts of this Agreement including all relevant attachments. The Managing General Agent also acknowledges and understands OSHD may add to, remove from or amend any section of this Agreement or attachments. The Managing General Agent will be held accountable for all new information, rules or regulations.**

I, \_\_\_\_\_, have had the opportunity to thoroughly read and analyze this contract. I fully understand all the terms and conditions and agree to them without reservation. I have been afforded an opportunity to discuss this contract with my attorney and have declined to do so.

IN WITNESS WHEREOF, COMPANY and the Managing General Agent have executed this Agreement as of the date first written above.

**GUARANTEE BY OFFICERS OR PARTNERS**

If the Managing General Agent is a corporation or partnership, each of the undersigned, in consideration of the company executing this Agreement, represents to the Company that the principal stockholders or partners of the Agency, with the percentages of interest in the total ownership of the Agency, are as follows, and does hereby personally and severally guarantee the performance of all terms, liability and responsibility for any default in such terms, conditions, covenant, and/or amendments.

X _____	_____	_____	_____
Signature	Print Name	Title	% Interest
X _____	_____	_____	_____
Signature	Print Name	Title	% Interest

**OPTIMA SENIOR HEALTH DIVISION, LLC**  
 X \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Managing General Agent**  
 X \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_



# COMMISSION AGREEMENT

- A. The attached commissions are stated in whole dollars (not percentages). Actual payment will be rounded to be divisible by 12.
- B. First year commissions are advanced on fully completed applications after OPTIMA receives notification from the Center For Medicare and Medicaid Services that the applicant is eligible for coverage.
- C. Full charge back of all first year commissions if CMS rejects the application and/or OPTIMA does not retain at least three months of premium from the policyholder and/or CMS. If OPTIMA receives and retains at least three months of premium, there is no charge back of any of the first year commissions advanced. All commission charge backs may be charged against the next commission advance, earned commission or otherwise offset by OPTIMA against other compensation due or to become due to you.
- D. Renewal year commissions beginning in year 2 and after are all paid on an as-earned basis (1/12th of the above amounts) as OPTIMA receives the premium from the policyholder and/or CMS on a monthly basis. If these premiums are refunded for any reason, the renewal commissions previously paid on such premiums are automatically immediately due OPTIMA and OPTIMA may charge same against the next commission advance and/or earned commissions or offset against any other compensation due or to become due to you.
- E. A Paid and Issued Enrollment means each new Company MEDICARE ADVANTAGE PLAN enrollment issued with a 2007 effective date to a person who was not enrolled in an existing Company MEDICARE ADVANTAGE PLAN and with respect to which OPTIMA retains at least three months of premium from the policyholder and/or CMS.
- F. OPTIMA has the right, at any time, to increase or decrease the commissions payable on any policy to be issued by OPTIMA by delivering to you thirty (30) days advanced written notice of the increase or decrease. Any such commission increase or decrease shall not be retroactive, but apply only to policies issued by OPTIMA on or after the effective date specified in the written notice. Nothing shall prohibit you from passing on such commission increases or decreases to your agents.

## COMMISSION ADVANCE REQUEST

Optima Senior Health Division, LLC. ("OSHD") at its discretion, may advance commissions earned on products sold in accordance with the terms below.

100% first year commissions will be advanced on enrollments approved by CMS and OSHD.

Commission advance means that the percentage shown above of the first year commissions is paid in a lump sum within 15 days after the policy is approved.

In the event that a policy on which advanced commissions were paid is cancelled, terminates for any reason, disenrolls or is rescinded during the first 3 months after the effective date of the enrollment, OSHD will immediately charge back the entire advance. OSHD reserves the right to cancel modify or remove any agent from commission advancement for any reason at any time.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Your Personal Information:

Confidential

Form for personal information including fields for First Name, MI, Last, M, F, D.O.B., SS#, EMAIL, RESIDENCE STREET, CITY, STATE, ZIP, FAX, HOME PHONE, CELL PHONE, License Number, and Driver's License Number.

Corporate Information:

Form for corporate information including fields for Corporation Name, Tax ID #, Address, City, State, Zip, and checkboxes for Corporate Address and Personal Address.

Licenses Held/Permission to Appoint:

Form for licenses and permission to appoint, including a statement of license type and a permission statement for Sierra Health and Life Insurance Company, Inc.

Assignment of Commissions:

Form for assignment of commissions, including a request statement and a signature line with Corporate ID#.

Compliance History: Please read and answer each question. Attach detailed explanation in writing for any answer of YES.

Compliance history questionnaire with 9 numbered questions regarding convictions, complaints, lawsuits, and resignations. Includes a table for Yes/No answers and a certification statement.