



**GREEN LEAF FINANCIAL AND INSURANCE SERVICES, INC.
PRODUCER AGREEMENT**

This Producer Agreement (this “Agreement”) is made and entered into this _____ day of _____, 20_____, by and between Green Leaf Financial and Insurance Services, Inc., hereinafter referred to as “Green Leaf”, a California corporation and _____, hereinafter referred to as “Producer”.

Article 1 Appointment

Subject to the terms and conditions of this Agreement, Green Leaf, hereby appoints Producer to solicit new business on behalf of Green Leaf. Producer hereby accepts such appointment.

Article 2 Definitions

Carrier(s) – Defined as any insurer or other entity offering services of any type to either individuals or groups through Green Leaf.

Premium – Defined as the payments due to a Carrier for coverage under any Product

Product (s) – Defined as any Medicare Advantage Plan, Prescription Drug Plan, or Medicare Supplement Plan, or any other plan offered by a Carrier made available to Producer through Green Leaf.

Prospect (s) – Defined as individuals and or groups to whom Products are offered.

Article 3 DUTIES OF PRODUCER

3.01 Sales Services

Producer will devote Producer’s time and efforts to solicit and procure applications for Products offered and underwritten by Carriers that Producer represents through Green Leaf’s relationship with Carrier. Producer will market Products offered by Carriers only with Carrier approved literature and marketing materials. Producer may only sell and/or present Products within the CMS approved service area for the respective Carrier as stated in the Product’s Summary of Benefits and Evidence of Coverage booklets for the current year of enrollment.

Producer must use its best efforts to offer Products, as represented by Carriers, to qualified individuals in a non-discriminating manner based on marketing guidelines promulgated by the Centers for Medicare and Medicaid Services (CMS).

Producer shall render services to client Prospects as required by Green Leaf to generally promote the interest of Green Leaf and the Carriers as contemplated by this Agreement. Producer shall conduct himself or herself so as not to adversely affect the business or reputation of the Producer, Green Leaf’s other Producers, Green Leaf, or the Carrier’s as represented by Green Leaf and Producer.

Give prompt and courteous service to the Carrier’s subscribers enrolled by Producer and assist them in realizing the benefits provided by their policies or contract and make every effort to keep such policies and contracts in force.

3.2 Certification

In order to represent Carrier products, Producer must attend any required Carrier certification training and must pass any required Carrier testing with a satisfactory score as determined by Carrier. It is understood that Carrier can decide not to allow Producer to represent its Products at its discretion. In the event Producer engages in behavior that is unethical, violates applicable regulations, or guidelines, Green Leaf may request in writing that Producer take appropriate corrective action. In the event Producer received this request from Green Leaf, Producer agrees to comply with the appropriate corrective action.

3.3 Licensure

Producer represents that it has all licenses (including certifications and registrations) required by applicable law to perform the services under this Agreement. Producer shall maintain any such required licensure at Producer's sole cost and expense and shall immediately notify Green Leaf of any termination, suspension or expiration of any license. In addition, Producer shall promptly notify Green Leaf of any complaint or regulatory investigation of or disciplinary proceedings against Producer relating to any license or any violation of insurance consumer protection or other laws or regulations. Producer shall provide Green Leaf with evidence of Producer's current licensure and appropriate errors and omissions insurance coverage upon initial contracting with Green Leaf and as requested by Green Leaf.

3.4 Errors and Omissions Insurance

Producer shall carry an Errors and Omissions Insurance Policy in the minimum amount of \$1,000,000, or the Carrier specified minimum, whichever is greater. Green Leaf does not provide Errors and Omissions coverage to its Producers. Failure to maintain an appropriate Errors and Omissions Insurance Policy will result in a commission freeze.

3.5 Regulatory Compliance

Producer agrees to abide by and comply with all applicable state and federal laws, regulations and guidelines in performing services hereunder. These include laws, regulations and guidelines promulgated by the California Department of Managed Health Care (DMHC), the California Department of Insurance (DOI) and CMS governing all aspects of the sales, marketing, service and enrollment activities of Medicare Advantage health plans, and all federal health care laws (including civil monetary penalty laws).

3.6 Scope of Appointment

Producer acknowledges that it understands that Medicare Advantage (MA) and Prescription Drug Plan (PDP) products are subject to CMS Scope of Appointment guidance, even if conducted during a sales appointment for a Medigap policy.

The Scope of Appointment clearly identifies the types of product(s) that are to be discussed at the time of the sales appointment. Both the beneficiary and the Producer must fill out these forms completely and accurately. The Producer is required to obtain a completed Scope of Appointment form prior to any presentation given to a potential beneficiary in accordance with current CMS Chapter 3 Marketing Guidelines. If it is not feasible for the scope of appointment form to be executed prior to the appointment, the agent may have the beneficiary sign the form at the beginning of the marketing appointment. However, the Producer must record and maintain documentation as to why it was not feasible to obtain the Scope of Appointment form prior to the appointment and this should be the exception rather than the norm.

The Scope of Appointment form presented to beneficiary for signature must be approved by CMS and be appropriate for the Carrier being presented to beneficiary.

At no time shall Producer perform an unsolicited contact of a Medicare beneficiary. The Producer may not make an unsolicited contact to a Medicare beneficiary for non-MA and non-PDP products (for example, a “benefits compare” meeting, long term care insurance, Medigap insurance policy, etc) and ultimately use as an MA or PDP sales appointment.

Furthermore, third parties **may not** make unsolicited MA or PDP marketing calls to beneficiaries (other than to current past clients of Producer) to set up appointments with potential enrollees (for example, a “benefits compare” meeting, long term care insurance, Medigap insurance policy, etc) and provide those contacts to Producer for ultimate use as an MA or PDP sales appointment. If producer acquires leads from a third party the Producer must verify that the third party acquired the lead in an appropriate manner according to the then current CMS Marketing guidelines.

3.7 Application Submission

Producer must send completed enrollment applications to Green Leaf via facsimile. It is the responsibility of the Producer to secure a confirmation page in order to verify a successful facsimile transmission. Producer shall not email applications to Green Leaf. Producer must submit application within twenty four hours (24 hours) of receipt and in a manner that is in accordance with Carrier application submission guidelines, which will be provided to Producer by Green Leaf.

3.8 Records

Producer agrees to maintain complete records (1) of all transactions pertaining to this Agreement, (2) as may be required by the California Department of Insurance, the Department of Managed Health Care (DMHC) or California Department of Corporations or any other governmental entity, (3) in connection with Producer’s relationship with Green Leaf. Producer shall make all records described above available to Green Leaf, the Carrier, the California Department of Insurance, or the Department of Managed Health Care upon 7 days prior notice by any of these four entities.

3.9 Sales Events and Sales Event Reporting

Sales Events are specifically conducted for the purpose of steering, or attempting to steer, potential beneficiaries towards a specific health plan. Producer may not allow prospective beneficiaries to be provided meals, or have meals subsidized, at any event or meeting which Medicare Advantage and/or Medicare Prescription Drug Plan benefits are being discussed and/or Medicare Advantage and/or Medicare Prescription Drug Plan materials are being distributed. Producer must be knowledgeable of CMS rules and regulations regarding a CMS compliant execution of a Sales Event.

Producer shall report any sales events pertaining to Carriers Producer represent through Green Leaf utilizing the industry standard spreadsheet template by the 15th of the month preceding the date of the sales event that is being reported. Green Leaf will provide this spreadsheet template to Producer upon Producer’s request.

3.10 Education Events

Educational events conducted by Producer may not include sales activities such as the distribution of marketing materials or the distribution or collection of plan applications nor may Producer discuss any Medicare Advantage or Prescription Drug Plan benefits. Producer agrees to use only CMS approved materials when handing out information pertaining to Medicare plan benefits (Original Medicare plan benefits). Producer understands that the purpose of education events is to provide objective information about the Medicare program and/or health improvement and wellness. As such, education events should not be used to steer a Beneficiary toward a Carrier’s Medicare Advantage product offerings. Producer agrees strictly adhere to the CMS rules and regulations regarding the execution of an education event. If Producer chooses to participate in or host an education event, the following disclaimer must be included on

event advertising materials: (That the event is...) “Educational only and information regarding any Medicare Advantage or Medicare Prescription Drug Plans will not be available.”

3.11 Regulatory Oversight and Disclosure

Producer must remain compliant with all applicable laws, regulations and guidelines set forth by the Department of Managed Health Care (DMHC) and CMS governing all aspects of the sales, marketing, service and enrollment activities of Medicare Advantage health plans, and all federal health care laws.

Producer shall notify Green Leaf immediately upon becoming aware that it has received a sales allegation while marketing a health plan, even if it’s a health plan that Producer does not represent through a relationship with Green Leaf.

Article 4 Limitations on Producer’s Authority

The Producer has no authority, nor shall Producer represent Producer as having authority, to do any of the following:

- A. Hold Producer as an agent of the Carriers as represented by Green Leaf in any other manner or for any other purpose than as specifically prescribed in this Agreement.
- B. Alter, modify, waive, or change, any of the terms, rates or conditions of any policies or contracts or advertisements or other promotional literature of the Carriers as represented by Green Leaf or the Carriers in any respect.
- C. Distribute any circular or promotional literature without the prior written authorization of Green Leaf and/or the Carriers. Nor shall Producer write any letters or any publications concerning Green Leaf or the Carriers without first obtaining written approval from Green Leaf and the Carriers.
- D. Collect or authorize any other person to collect any monies on behalf of Green Leaf or the Carriers except initial Premiums when applicable, and then only upon strict compliance with the terms and conditions of the receipts, policies, or contracts issued by the Carriers as represented by Green Leaf and in accordance with the rules and regulations of same.
- E. Make any misrepresentations or incomplete comparison for the purpose of inducing a policyholder of any company to convert, lapse, forfeit, or surrender such policyholder’s insurance therein.

Article 5 Responsibilities of Green Leaf

Green Leaf pledges to make available to Producer an opportunity to represent various Carriers through Green Leaf’s Carrier affiliation. The Carrier’s will decide whether to or whether not to certify and allow Producer to represent its Product.

Green Leaf has a duty to promptly process enrollments applications that are “clean” according to CMS guidelines and regulations as well as report any inconsistencies to Producer in a prompt manner so Producer can cure inconsistencies and re submit application.

To train or arrange training for Producer as needed for new and continuing Products.

To pay commissions to Producer according to Commission Addendum

At its discretion, Green Leaf may choose to provide Producer with client leads but Green Leaf shall have no obligation or duty to do so.

Article 6 Indemnification

Green Leaf shall indemnify and hold Producer free and harmless from and against all demands, debts, or claims, of any kind of nature, arising directly or indirectly from negligent acts, errors and omissions by Green Leaf in connection with its performance of any duties under this agreement.

Producer shall indemnify and hold Green Leaf free and harmless from and against all demands, debts, or claims, of any kind of nature, arising directly or indirectly from negligent acts, errors and omissions by Producer in connection with its performance of any duties under this agreement.

Article 7 Independent Contractor Agreement

In performance of the work, duties and obligations under this Agreement, it is mutually agreed that the Producer shall act at all time as an independent contractor. The Producer is not an employee of Green Leaf and as such, does not have any claim under this agreement to receive employee benefits of any kind including wages, salary, Workers Compensation benefits, disability, mileage, expenses or unemployment insurance benefits. Green Leaf reserves the right to reimburse agent expenses relating to the marketing of Products at its own discretion.

Producer agrees to provide workers compensation insurance for Producer's employees and agents and agrees to hold harmless and indemnify Green Leaf from any and all claims arising out of an injury, disability, or death of any of Producer's employees or agents.

Article 8 Indebtedness

Producer and Green Leaf shall be responsible for its own indebtedness unless otherwise agreed to in writing. Producer and Green Leaf shall not incur any indebtedness in the name of, or on behalf of, the other party for advertising, office rent, clerical help, or any other purpose whatsoever.

Article 9 Compensation

Producer, as an independent contractor, receives no salary or employee benefits. Producer's sole source of compensation shall be commissions earned by Producer for the successful enrollment of a member onto a Carriers Product that Producer represents through Green Leaf's relationship with Carrier.

- A. The schedule of commissions may be changed at any time with respect to business written thereafter upon written notice from Green Leaf to Producer
- B. The Producer shall have no claim for commissions on any business unless the Producer actually solicited and procured the enrollment applications and the Producer's name appears thereon.
- C. The Carrier ultimately determines if Producer earns a commission for enrolling a client prospect. Green Leaf shall not be liable to Producer in the event Producer challenges the Carriers determination of commissions earned by Producer.
- D. It is the intent of this Agreement that the Carriers as represented by Green Leaf will pay commissions directly to Green Leaf. Green Leaf shall be responsible for paying commissions to Producer when it receives payment from Carrier, which it shares with Producer. If such payments are not received, Green Leaf has no obligation to pay Producer from its own funds.

- E. Green Leaf shall pay commissions accruing under this Agreement by the 20th day of the month following the effective date provided Green Leaf has received commission payment from Carriers in time to accomplish this. If the 20th day of the month falls on a weekend, commissions will be paid by the following Monday.
- F. The Producer shall not be entitled to any commission upon any enrollment application rejected by the Carriers or CMS. Green Leaf reserves the right to recapture any applicable commission payments made to if the enrollment is a rejection by the Carrier, or CMS within 13 months after the effective date.
- A. In order for Producer to be compensated earned commission paid to Green Leaf by a Carrier, Producer must be properly licensed as described in section 3.3 of this Agreement and must also carry a proper Errors and Omissions Policy as described in section 3.4. Producer must be properly certified by Carrier to market its Products in order to receive commissions. Commissions will not be paid to a Producer who does not meet these certification, licensing and insurance requirements.
- H. Green Leaf reserves the right at its sole discretion to collect any money's owed to it by Producer from Producer by offsetting Producer's future commissions and residual commission. Producer agrees to reimburse any commissions paid by mistake to Producer by Green Leaf or any Carrier for any reason, including but not limited to, clerical error or back charge. Furthermore, if Green Leaf receives a back charge from a Carrier, regardless of the validity of that back charge, Green Leaf will back charge Producer. In the event that the Carrier later determines the back charge to be invalid, Producer will be repaid its commission once Carrier repays Green Leaf.
- A. Green Leaf is fully entitled to recover moneys due to Green Leaf by Producer by suit, in which case attorney fees and costs of collection and costs related to collection shall become the full responsibility of Producer.
- B. See Exhibit B for Commission amounts per enrollment listed by Carrier

10 Term and Termination

10.1 Term

This Agreement shall commence on the Effective Date and shall continue in full force and affect for (1) year. Thereafter, this Agreement shall automatically renew for successive terms of one year each, unless either party terminated the Agreement in accordance with this Section.

10.2 Termination without Cause

Either party may terminate this Agreement at any time with or without cause upon thirty (30) days prior written notice to the other party.

10.3 Immediate Termination

1. Termination for loss of State License or not certifying as required by a Carrier represented by Producer through this Agreement and CMS
2. Any Beneficiary wrongdoing or fraud
3. Proven violations of CMS regulations and guidelines

Nothing herein will be construed as limiting the right of Green Leaf to terminate this Agreement immediately upon verbal or written notice.

10.4 Communications Following Termination

In the event of termination or notice of termination of this Agreement, the parties agree that they will not thereafter make any written or oral statements or communications to agents or insurance carriers in the Medicare industry that disparage or criticize the other party or the quality of services provided thereby.

10.5 Effects of Termination of Agreement on Producer's Commission

If Green Leaf terminates this Agreement for cause, no further commission shall be payable to Producer after such termination except commissions which have accrued and were payable prior to such termination less any outstanding indebtedness to Green Leaf. "Renewal" commissions will continue to be paid to Producer less any outstanding indebtedness to Green Leaf provided Producer meets Carrier and CMS Producer compensation rules and regulations for receiving "renewal" commissions.

Upon termination of this agreement by either party, any commission due to Producer may be subject to a 90 day hold at Green Leaf's discretion in order to reconcile any possible back charges for commissions earned, or back charges against commission advances. In the event that back charges are greater than the remaining commission due to Producer, Producer agrees to immediately repay Green Leaf the amount owed.

Article 11 No waiver

The forbearance or neglect of Green Leaf to insist upon strict compliance by the Producer with any of the provisions of this Agreement whether continuing or not, shall not be construed as a waiver of any of Green Leaf's rights or privileges herein. No waiver of any right or privilege of Green Leaf arising from any default of failure of performance by the Producer shall affect Green Leaf's rights or privileges in the event of a further default or failure of performance.

Article 12 Assignment

Neither this agreement nor any of the commissions, reimbursement or benefits under this Agreement may be pledged, assigned, or transferred by Producer either in whole or in part or in any manner without the prior written consent of Green Leaf.

Article 13 Dispute Resolution and Arbitration

Controversies between Producer and Green Leaf shall be resolved, to the extent possible, by informal meetings and/or good faith discussions.

If any dispute, controversy, or misunderstanding arises between the parties to this Agreement which exceeds the jurisdiction of Small Claims Court, which was not resolved in the Dispute Resolution procedure set forth above, and which may directly or indirectly concern or involve any term, covenant, or condition hereof, the parties shall settle the dispute by final and binding arbitration in Orange County, CA. Arbitration shall be conducted under the existing Rules and Practice and Procedures of the Judicial Arbitration and Medication Services, Inc ("JAMS") and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties shall be entitled to discovery in accordance with the provisions of the CA Code of Civil Procedure Section 1283.05. The arbitrator shall have no authority to award damages or provide a remedy that would not be available to such prevailing party in a court of law. The Producer and Green Leaf shall share the cost of the arbitration equally. Each party shall be responsible for its own attorneys' fees. Unless the parties can agree on a single neutral arbitrator, each shall select an arbitrator and the two arbitrators shall within thirty (30) days of their selection meet and select a third arbitrator. The 3 arbitrators shall hear the matter at a reasonable time thereafter.

Each party is responsible for its own legal fees and other expenses incident to the preparation of its case. The losing party shall be responsible for the costs of the arbitration proceedings. If a decision by the arbitrator recognizes equities on behalf of both parties, the costs of the arbitration proceedings as it relates to both parties, shall be assessed by the arbitrator.

The California Rules of Civil Discovery will apply to all arbitration proceedings.

Article 14 Confidentiality Provisions

Producer agrees to maintain the confidentiality of information contained in the records of any beneficiaries in accordance with applicable state and federal laws. Beneficiary records may be disseminated to authorized Green Leaf representatives or as otherwise required by law. Producer shall comply with applicable Federal, State, and HIPAA laws regarding confidentiality and disclosure of mental health records, medical records, other health and beneficiary information.

Producer shall keep in strictest confidence information relating to this Agreement and all other information that may be acquired in connection with or as a result of this Agreement.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall terminate the terms of this Section 13 Confidentiality Provisions.

Article 15 Entire Agreement

This Agreement constitutes the entire agreement between the parties. Any prior representation, statements, or agreements between the parties are merged in this Agreement. Any representation, warranty, promise, or condition not expressly incorporated shall not be binding upon either party to this Agreement.

Article 16 Best Efforts

This Agreement is made between honorable persons experienced in the solicitation and sale of insurance and health plan products. All parties pledge their best efforts to honor both the technical requirements and the intent of this Agreement and agree that any disputes which may arise shall be resolved in consideration of the purpose of this Agreement as well as the technical language and shall take into account the custom and practice of the industry with respect to such matters.

Article 17 Counterparts

This Agreement may be executed in two or more counterparts each of which shall be deemed a duplicate original but all of, which together constitute one and the same.

Article 18 Terms are Covenants and Conditions

The terms of this Agreement are contractual and are not mere recitals.

Article 19 Successors

This Agreement shall be binding upon and for the benefit of the parties and their respective heirs, executors, administrators, successors, devisees, and assignees.

Article 20 Notices

Any notices to be given hereunder by either party to the other may be effected by personal delivery in writing, by facsimile, or by mail, registered or certified, postage prepaid, with return receipt requested. Notices delivered personally or by facsimile will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of actual receipt, mailed notices will be deemed communicated as of two (2) business days after mailing.

For Notices Given to Green Leaf:

Green Leaf Financial and Insurance Services, Inc.
Attn: Christopher Mulder
1 Ridgegate Dr. Suite 120
Temecula, CA 92590
Fax: 888-322-8868
Phone: 951-515-2120

For Notices Given to Producer:

Name: Title:
Address: Fax:
Telephone

Article 21 General Provisions

This Agreement shall be governed and construed according to the laws of the State of California and in compliance with The Centers for Medicare and Medicaid Services Chapter 3 guidelines of the Medicare Managed Care Manual as well as The Medicare Prescription Drug, Improvement, and Modernization Act of 2003, Medicare Improvements for Patients and Providers Act (MIPPA) and CMS policies including CMS Medicare Marketing Guidelines and CMS Marketing Activities as defined in the CMS Medicare Marketing Guidelines.

If a court of competent jurisdiction of California or federal law finds any part of this Agreement as invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

Producer agrees to comply with CMS accountability provisions, including but not limited to the requirement to comply with Medicare laws, regulations, and CMS instructions.

The headings or captions of this Agreement shall have no effect on its interpretation.

This Agreement shall be amended, modified, revised or supplemented only by a dated written instrument executed by Green Leaf and the Producer. No waiver of any provision of this Agreement shall be effective unless evidenced by a dated, written instrument executed by the party against whom enforcement is sought. No waiver of any provision hereof shall be construed as a further or continuing waver of such provision or of any other provision hereof. Additionally any provision related to regulatory requirements or CMS' instructions may be unilaterally amended provided that there is no resultant financial or operational impact that places undue burden on Producer. The parties by their properly authorized signatories have caused this Agreement to be made effective as of the Effective Date shown on page 1 of this Agreement.

Producer Signature

Green Leaf Financial and Insurance Services, Inc.

Title

Title

Date

Date

Exhibit A: Protected Health Information

Definitions Pertaining to Exhibit A:

1. Electronic Media shall mean (1) electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before transmission.

2. Electronic Protected Health Information shall mean Protected Health Information that is transmitted by or maintained in Electronic Media

3. Person shall mean and refer to any individual, trustee, corporation, general or limited partnership, limited liability company or partnership, joint venture, joint stock company, bank, firm, government authority, trust, association, organization, or unincorporated entity of any kind.

4. Protected Health Information shall mean individually identifiable health information transmitted or maintained in any form or medium that Producer creates or receives from or on behalf of Green Leaf in the course of fulfilling its obligations under this Agreement.

5. Security Incident shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

6. Security Standards shall mean the Security Standards, 45 C.F.R. Parts 160 and 164, subpart C.

7. Third Party shall mean and refer to any Person other than the Producer

A. Use and Disclosure of Protected Health Information

Producer may use and disclose Protected Health Information only to carry out the obligations of Producer as set forth in this Agreement, or as required by law subject to the provisions set forth in this Agreement. Producer shall neither use nor disclose Protected Health information for the purpose of creating de-identified information that will be used for any purpose other than to carry out the obligations of Producer set forth in this Agreement, or as required by law.

B. Safeguards Against Misuse of Information

Producer agrees that it will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information in any manner other than pursuant to the terms and conditions of this Agreement. Producer shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health information that it creates, receives, maintains, or transmits as require by the Security Standards.

C. Reporting of Disclosures of Protected Health information: Reporting of Security Incidents

Upon becoming aware of a use or disclosure of Protected Health Information in violation of this Agreement or upon becoming aware of any Security Incident, Producer shall promptly report such use or disclosure of Security Incident to Green Leaf.

D. Agreements with Third Parties

Producer shall ensure that any agent or subcontractor of Producer to whom Producer provides Protected Health Information that is received from Green Leaf, or created or received by Producer on behalf of Green Leaf or Carriers, agrees to be bound by the same restrictions and conditions that apply to Producer pursuant to this Agreement with respect to such Protected Health Information. Producer warrants and represents that in the event of a disclosure of Protected Health Information to any Third Party, Producer will make reasonable efforts to limit the information disclosed to the minimum that is necessary to accomplish the intended purpose of the disclosure. Producer shall ensure that any agent or subcontractor of Producer to whom Producer provides Electronic Protected Health Information agrees to implement reasonable safeguards to protect such information.

EXHIBIT B: COMMISSION AMOUNTS BY CARRIER PAID THROUGH GREEN LEAF TO AGENT

Based on 2016 Effective Dates and Fair Market Value as Determined by CMS

Alignment Health Plan (AHP)	New to MAPD - \$536	Residual - \$268
Blue Shield (Southern California)	New to MAPD - \$536	Residual - \$268
Blue Shield (Central and N CA)	New to MAPD - \$510	Residual - \$255
Brand New Day	New to MAPD - \$536	Residual - \$268
Care 1 st Health Plan	New to MAPD - \$536	Residual - \$268
CareMore Health Plan	New to MAPD - \$536	Residual - \$268
Inter Valley Health Plan (IVHP)	New to MAPD - \$536	Residual - \$268
WellCare	New to MAPD - \$536	Residual - \$268

Residuals are paid per member per month except Blue Shield and Inter Valley Health Plan. These two are paid lump sum. Subject to Change.

The following Carriers pay agents directly:

- Aetna
- Humana
- Scan
- UnitedHealthCare