

Mutual MA & Omaha Health PDP

Contracting Checklist

Please submit the following information to **SMS** when licensing with MOO MA/PDP:

- Completed and Signed Contract Information and Signature Forms
- Voided Check
- Copy of Agent/Agency license (s)
- E&O Certificate (*required*)

Please return all contracting to Senior Marketing Specialist via:

Mail:
801 Gray Oak Dr
Columbia, MO 65201

Email: contracting@smsteam.net
Fax: 800-878-2025

The licensing process cannot begin until all of the above items have been received! If you have any questions, please call us at:
1- 800-689-2800.

Contracting Information Form

Please complete the below and return it with your contracting paperwork:

Agent Name: _____

Carrier Name: _____

1. Have you or your agency (if applicable) ever been contracted previously? (Y/N)

If you answered 'yes' to the question above, please complete the below:

2. What date did you contract?

3. How were you contracted (indv. or corp.)?

4. Do you have any downline agents?

5. When was the last time you or your downline (if applicable) wrote a piece of business?



If contracting as a:

Producer only - complete sections 1, 3 & Individual FCRA Authorization Form

Business Entity only - complete sections 2 & 3

Section 1

Business Entity & Principal- complete sections 1, 2, 3 (both signature blocks) & Individual FCRA Authorization Form

Producer Information

(Required)

Name: _____ SSN: _____ - _____ - _____ DOB: _____ - _____ - _____

Home Address: _____
Not a P.O. Box City State Zip Code

Business Address: _____
P.O. Box Accepted City State Zip Code

Primary Phone Number: _____ - _____ - _____ Business Phone: _____ - _____ - _____ Email Address: _____

Managing General Agent (if applicable) _____

Compliance Contact: _____ Phone: _____ - _____ - _____ Email Address: _____

Errors & Omission Insurance (As Required): _____ \$ _____
Carrier Name Minimum \$1M Per Claim

Background Information

(Required - Must be answered)

Yes	No	Has any regulatory authority, such as an insurance department, FINRA, CMS, OIG or the SEC ever fined or suspended you, placed you on probation, assessed you any administrative costs, entered into a consent order with you, issued you a restricted license, or otherwise disciplined you? Are you currently under investigation by any regulatory authority, such as an insurance department, FINRA, CMS, OIG or the SEC? Are you or have you ever been excluded from participation in Medicare or any other federal program or ever appeared on the OIG or SAM exclusion list?
Yes	No	Other than minor traffic offenses that did not result in harm to a person or property, have you ever been (1) convicted of any offense, (2) pled guilty or nolo contendere (no contest) to any offense?

NOTE: Answering "YES" to the above questions does not automatically preclude you from being contracted.

If Yes, please include county _____

Directions: PLEASE PROVIDE A WRITTEN EXPLANATION for any "YES" answer including the disposition and applicable supporting documentation (court documents, insurance department documents etc.). Failure to answer "YES", when appropriate, may result in denial of your request to be contracted.

Contracting Selection

(Required) [Please review our Online Privacy Policy at www.mutualofomaha.com/privacy](http://www.mutualofomaha.com/privacy)

<input type="checkbox"/>	I have received, reviewed and agree to be bound by the Terms & Conditions of the General Agent Agreement with MOMAC, OHIC, and MAICO companies (BMO171.003) Please retain a copy of the agreement for your files. A copy will not be returned to you.
<input type="checkbox"/>	I have received, reviewed and agree to be bound by the Terms & Conditions of the Special Agent Agreement with MOMAC, OHIC, and MAICO companies (BMO172.003) Please retain a copy of the agreement for your files. A copy will not be returned to you.

Direct Deposit Information

(Required for General Agents)

Financial Institution: _____

Routing Number: _____ Account Number: _____ Account Type Checking Savings

This is not an assignment of commissions. Form 1099 will be issued to the commission owner.

Designation of Beneficiary (if applicable)

Name: _____

First Name, Middle Initial, Last Name or Business Name

Home Address: _____
Not a P.O. Box City State Zip Code

SSN: _____ - _____ - _____ or TIN: _____ - _____ DOB: _____ - _____ - _____ Phone Number: _____ - _____ - _____

W-9 Information

Taxpayer Identification Number (SSN)

Enter your TIN in the appropriate box. For individuals, this is your social security number. For other entities, it is your employer identification number.

Social Security Number _____ - _____ - _____

Certification

Under penalties of perjury, I certify that:

- The number provided is my correct taxpayer identification number, and
- 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
- I am a U.S. person (a U.S. citizen or U.S. resident alien or a partnership, corporation, company or association created or organized in the U.S. or under the laws of the U.S. or an estate (other than a foreign estate) or a domestic trust (as defined in Regulations section 301.7701-7)).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the above-referenced certifications required to avoid backup withholding.

Sign Here

Signature of
U.S. Person →

SIGN HERE

Date →

Contract Information and Signature Form

Section 2

Business Information *(Only complete this section if contracting as an Incorporated Entity, Partnership or LLC)*

Name: _____ TIN: _____

Doing Business As: _____

Address: _____
P.O. Box Accepted City State Zip Code

Phone: _____ - _____ - _____ Email Address: _____

Principal Officer: _____

Contracting Selection *(Required for Corporation)*

☐ I have received, reviewed and agree to be bound by the Terms & Conditions of the **General Agent Agreement** with MOMAC/OHIC/MAICO companies **(BMO171.003)**

Please retain a copy of the agreement for your files. A copy will not be returned to you.

Direct Deposit Information *(Required for Corporation)*

Financial Institution: _____

Routing Number: _____ Account Number: _____ Account Type _____ Checking _____ Savings _____

This is not an assignment of commissions. Form 1099 will be issued to the commission owner.

W-9 Information

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number. For other entities, it is your employer identification number.

Employer Identification Number _____

Certification

Under penalties of perjury, I certify that:

1. The number provided is my correct taxpayer identification number, 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 (a U.S. citizen or U.S. resident alien or a partnership, corporation, company or association created or organized in the U.S. or under the laws of the U.S. or an estate (other than a foreign estate) or a domestic trust (as defined in Regulations section 301.7701-7).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the above-referenced certifications required to avoid backup withholding.

Sign Here	Signature of U.S. Person →	SIGN HERE	Date →
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****Please proceed to Section 3****

Section 3 - Contract Signature, Certification and Direct Deposit Authorization

By signing below:

- (a) you agree to be bound by the terms and conditions of the Agreement(s) selected,
- (b) you certify that the information that you have provided is true and correct and you agree that you will report immediately any event that would change any of the information, in any manner, which you have provided,
- (c) you agree to maintain your state insurance license in good standing, stay current with required continuing education, and obtain and maintain E&O coverage as required, and
- (d) **if you have completed the Direct Deposit section(s)** you authorize Mutual of Omaha Medicare Advantage Company ("MOMAC"), Omaha Health Insurance Company ("OHIC"), and Medicare Advantage Insurance Company of Omaha ("MAICO") (collectively "MOMAC/OHIC/MAICO") to electronically credit the bank account and, if necessary, to electronically debit the account to correct erroneous credits. You understand that this authorization will remain in full force and effect until you notify Company that you wish to revoke this authorization.

Producer Signature

Name: _____
(Signature Required)

Date: _____

Business Signature *(If Signing on the behalf of the Business)*

Name: _____

Title: _____
(Required)

*****Please proceed to the FCRA Authorization Form*****

Date: _____

State Appointment Requests- To add the appointment the producer must have an active state license

Please mark the state appointments to be added for this producer: Please include license copies, grid or NIPR report.

If no copies, grid or NIPR report are received only the resident state will be added

Producer Name _____ SSN/Producer Number _____

All States Licensed

Alabama	Kentucky	North Carolina
Alaska	Louisiana	North Dakota
Arizona	Maine	Ohio
Arkansas	Maryland	*Oklahoma
California	*Massachusetts	Oregon
Colorado	Michigan	*Pennsylvania
Connecticut	Minnesota	Rhode Island
Delaware	Mississippi	South Carolina
Florida	Missouri	South Dakota
*Georgia	*Montana	Tennessee
Hawaii	Nebraska	Texas
Idaho	Nevada	Utah
Illinois	New Hampshire	Vermont
Indiana	New Jersey	*Virginia
Iowa	*New Mexico	Washington
Kansas	New York	West Virginia
		Wisconsin
		Wyoming

***IMPORTANT NOTICE REGARDING COMPENSATION:**

Entity Type	State
<ul style="list-style-type: none">Licenses and Appointment required for both Individuals and Corporations.License must be effective prior to the policy application sign date	Montana Virginia
<ul style="list-style-type: none">Licenses and Appointment required for both Individuals and Corporations	Georgia Massachusetts New Mexico Pennsylvania

***If individuals and corporations do not follow the above guidelines for the states referenced, compensation will be held on anyone in the hierarchy who does not hold the license and appointment.**

***States listed in either red or half red & blue are pre-appointment states and require the producer to be appointed prior to soliciting business**

FAIR CREDIT REPORTING ACT DISCLOSURE

Disclosure Regarding Consumer Reports

Mutual of Omaha Medicare Advantage Company ("MOMAC"), Omaha Health Insurance Company ("OHIC"), and Medicare Advantage Insurance Company of Omaha ("MAICO") (collectively "MOMAC/OHIC/MAICO") may obtain and use consumer reports about you in order to evaluate your eligibility to contract with MOMAC/OHIC/MAICO as an insurance producer or to remain contracted as an insurance producer for MOMAC/OHIC/MAICO.

Your Authorization

By signing below, I authorize MOMAC/OHIC/MAICO to obtain and use consumer reports about me in order to evaluate my eligibility to contract with MOMAC/OHIC/MAICO as an insurance producer. If I do contract with MOMAC/OHIC/MAICO as an insurance producer, by signing below, I also authorize MOMAC/OHIC/MAICO to obtain and use consumer reports about me while my contract is in effect in order to evaluate my continued eligibility to remain an insurance producer for MOMAC/OHIC/MAICO.

SIGN HERE

Candidate Signature

Date

Print Name

Additional Information About Consumer Reports

Consumer reports may include, among other things, information about your credit history, criminal record and history, and insurance department regulatory actions.

We will obtain a copy of your consumer report from:

Name/Address/Phone

For California, Minnesota and Oklahoma: You have a right to request a copy of the consumer report which will disclose the nature and scope of the report.

Yes, please provide me a copy of the consumer report

For New York: You have a right, upon written request, to be informed of whether or not a consumer report was requested. If a consumer report is requested, you will be provided with the name and address of the consumer reporting agency furnishing the report.

Medicare Advantage and Prescription Drug Plan

Doing Business/Next Steps

- Email will be sent advising that your status is pending until required training has been completed. Training must be completed for:
 - America's Health Insurance Plans (AHIP)

AND

- Product Training (Two modules: Medicare Advantage and Prescription Drug Plan)

The email will provide instructions to access training via our producer portal Sales Professional Access.

NOTE: Log on with your individual producer number to take the required training not your corporation production number. If you have taken AHIP with another carrier, you can transmit the results to us by accessing our AHIP link or email your certificate to contractsandappointments@mutualofomaha.com

- If not registered already for Sales Professional Access, you will need to register first.
 - Have your 7-digit Mutual of Omaha production number available (this was provided in the training email.) Note: If you have both an entity and your own personal production number to register, register the number of the entity first. You will then register your own personal production number.
 - Fill in your date of birth, read and accept the Terms and Conditions, then select the "Continue" button
 - Create your user name and password,
 - Answer three security questions, select a security image and create a security phrase, and Select "Sign Up".
- Once training has been completed and processing of the contract is completed, you will receive an email to access your Welcome Packet. Note: If contracting for upcoming plan year, Welcome Packets will not be sent until September timeframe.

GENERAL AGENT MEDICARE ADVANTAGE/PART D PLAN SALES AGREEMENT

This Agreement ("Agreement") is between the General Agent ("GA") listed on the Contract Information and Signature Form and Mutual of Omaha Medicare Advantage Company ("MOMAC"), Omaha Health Insurance Company ("OHIC"), and Medicare Advantage Insurance Company of Omaha ("MAICO") (together MOMAC, OHIC, and MAICO are referred to as "Company") and is effective on date this Agreement is executed by Company as indicated on the execution page (the "Effective Date").

A. Definitions.

For purposes of this Agreement, the following definitions will apply:

1. **Authorized Representative:** means the Chief Executive Officers or Presidents of MOMAC, OHIC, or MAICO or an individual authorized in writing by the Chief Executive Officers or Presidents of MOMAC, OHIC, or MAICO.
2. **Centers for Medicare and Medicaid Services ("CMS"):** means the Federal agency responsible for the oversight of the Medicare Advantage and Medicare Prescription Drug programs.
3. **Enrollee:** means an eligible Medicare beneficiary who has enrolled in a Company Product as confirmed by CMS through the efforts of a General Agent.
4. **General Agent:** means any individual or organization that (a) is duly licensed and appointed, (b) has successfully completed Company's training and testing; (c) has entered into a general agent, special agent or other marketing agreement with Company for the sale of Products, and (d) submits Product applications that designate GA.
5. **Medicare Advantage Plan(s):** means those Medicare Advantage Part C Plans offered by MOMAC or MAICO, which are approved by CMS, and sold to eligible Medicare beneficiaries by General Agents.
6. **Medicare Prescription Drug Plan(s):** means those stand-alone Medicare Part D Prescription Drug Plans offered by OHIC, which are approved by CMS, and sold to eligible Medicare beneficiaries by General Agents.
7. **Premium:** means any and all monies due Company from Enrollees which monies are designated as premiums by Company for a Product; provided however, that Premium does not include payments by or due from CMS to Company pursuant to one or more contracts with CMS including subsidies for low-income Enrollees.
8. **Products.** The Medicare Advantage Plans (including Medicare Advantage with Medicare Part D coverage) and standalone Medicare Prescription Drug Plans offered by Company pursuant to contracts with CMS.

B. Authorization.

Authorization of GA. Subject to the terms and conditions set forth herein and applicable state and federal laws, Company authorizes GA by itself or through General Agents, to solicit, procure and promptly transmit enrollment applications to Company for Products. Company agrees to appoint GA, as eligible and required, with the appropriate state insurance departments for the sale of Products. This appointment is not exclusive. Company has the right to reject any enrollment application.

C. Obligations of GA.

1. **Licensure.** Prior to presenting any Product, GA will, and GA will ensure that its General Agents will, be licensed as a health insurance producer in all states in which GA and its General Agents intend to solicit enrollment applications for Products. GA will, and GA will ensure that its General Agents, at all times, maintain appropriate state licensure. No compensation will be paid to GA for the sale of a Product if GA or the writing General Agent does not have the applicable license at the time the enrollment application is taken.

2. **Compliance with Laws and Policies and Procedures.** GA will, and GA will ensure that its General Agents, at all times comply with all applicable federal and state laws and regulations related to producers, as well as the federal laws, regulations and CMS guidance applicable to the Products including the Medicare Marketing Guidelines. GA will, and GA will ensure that its General Agents, comply with the requirements stated in Exhibit A, Medicare Requirements, attached hereto and incorporated herein. Company may unilaterally amend Exhibit A from time to time upon issuance of a replacement Exhibit A to GA. GA will, and GA will ensure that its General Agents will, act in an ethical, professional manner in connection with this Agreement. GA will, and GA will ensure that its General Agents at all times, comply with Company's policies and procedures related to the sale of the Products.

3. **GA Annual Training and Certification.** Prior to presenting any Product, GA will, and GA will ensure that its General Agents will, at his/ her/its own expense (unless otherwise agreed to by the parties), complete a CMS endorsed or approved training curriculum and testing for the solicitation of Medicare Advantage and Medicare Prescription Drug Plans. GA will, and GA will ensure that its General Agents will, execute, attest to and agree to the applicable "Certification of Marketing Practices". GA will repeat the training curriculum and re-execute the applicable "Certification of Marketing Practices" on an annual basis prior to commencement of sales or marketing activities by the GA or each of its General Agents for the subsequent plan year. No compensation will be paid to GA for the sale of a Product if GA or the writing General Agent have not completed the applicable training curriculum and testing and executed a current Certification of Marketing Practices.

4. **Applications.** GA will forward all applications for Products to Company within two (2) business days of the taking of the application. GA will ensure that each such application is fully and accurately completed prior to submission to Company.

5. **Premiums.** Neither GA nor any General Agent will collect any Premiums for Products. In the event that GA or a General Agent receives any Premiums, GA will, within two (2) business days, forward the Premiums to Company.

6. **Complaint Handling.** GA will, and GA will ensure that its General Agents will, forward all complaints from Enrollees or potential Enrollees related to GA, its General Agents, Company or the Products within two (2) business days of GA's receipt or learning of the complaint, as applicable. GA will cooperate and work in good faith with Company to resolve any such complaint.

7. **Company Communications.** Company will periodically make changes in the training curriculum, the Products, Company policies and procedures regarding the sale of Products, program guidelines and requirements, and modifications to the terms of this Agreement. GA will regularly review such changes and modifications, and GA will, and GA will ensure that its General Agents will, adhere to all such changes, requirements and modifications.

8. **Advertising Materials.** GA will obtain, and will ensure that its General Agents will, obtain Company's written approval prior to using any advertising material or script identifying Company or Products, except such material provided by Company and used pursuant to Company's instructions.

9. **Notice of Litigation or Regulatory Proceeding.** GA will, and will ensure that its General Agents will notify Company within two (2) business days upon receiving notice of potential, threatened or actual litigation or any regulatory inquiry or complaint with respect to this Agreement or any Product. Company shall have the final decision making authority to assume the administration and defense of any such action. A copy of the correspondence or document received shall accompany each notice.

10. **Insurance.** GA will have and maintain Errors and Omissions liability insurance covering GA and GA's employees during the term of this Agreement in an amount and nature, and with such carrier(s) satisfactory to Company and provide evidence of such insurance to Company upon request.

D. **Limitations of GA.** GA will not, and will ensure that its General Agents will not:

1. **Expense or Liability.** Incur any expense or liability on account of, or otherwise bind Company without specific prior written approval from an Authorized Representative of Company.

2. **Alteration.** Alter any advertising materials or make, alter, waive or discharge any contracts or Products on behalf of Company.

3. **Premium Payments and Reinstatement.** Extend the time for payment of any Premium or waive any Premium, or bind Company to reinstate any terminated enrollment.

4. **Respond in Connection with a Proceeding.** Institute or file a response to any legal or regulatory proceeding on behalf of Company in connection with any legal matter pertaining to this Agreement or any Product, without Company's prior written consent.

5. **Misrepresentation.** Make any representation with respect to a Product except as may be explicitly set forth in materials prepared and provided to GA or General Agents by Company.

6. **Products.** Present Products to persons that GA or the General Agent knows, or should know by reasonable investigation, are not eligible for enrollment, e.g., individuals who do not reside in the Medicare Advantage Plan's service area.

7. **Relationship.** Hold himself/herself, itself out as an (i) employee, partner, joint venturer or associate of Company; or (ii) as an agent of Company in any manner or for any purpose.

E. Compensation.

1. **Compensation.** Company will pay GA for each Enrollee in the applicable Product in accordance with the Company's Terms and Conditions for Payment and Compensation Schedule, incorporated by reference herein. Compensation will only be paid for Enrollees enrolled by GA or General Agents in a Product as confirmed by CMS to Company. Company's Terms and Conditions for Payment and Compensation Schedule may be unilaterally changed by Company upon prior written notice to GA. If GA objects to any such changes, GA may terminate this Agreement in accordance with Section F(2).

2. **Contingencies** In addition to any conditions imposed in Company's Terms and Conditions for Payment and Compensation Schedule and any Addendums hereto, no compensation is earned until:

(a) GA and General Agents, as applicable, are licensed and appointed in accordance with laws and Company procedures;

(b) GA and General Agents, as applicable, have successfully completed applicable training and testing, and been certified;

(c) CMS has confirmed the Enrollee's enrollment in a Product; and

(d) Company has confirmed that GA and the selling General Agent are not excluded by the Department of Health and Human Services Office of the Inspector General ("OIG") or appear on the System for Award Management ("SAM") as excluded at the time of sale or payment of compensation.

3. **Compensation After Termination.** GA acknowledges and agrees that no compensation shall be due under this Agreement in the event this Agreement or the selling General Agent's agreement is terminated by Company with cause.

4. **Limitation on Actions.** Any claim by GA regarding compensation must be brought within one year from the date the compensation was reported on an accounting issued from Company to GA. Any claim regarding compensation must be brought against the corporation which issued the compensation or Product to which the claim relates.

F. Term and Termination.

1. **Term.** This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of one (1) year. Thereafter, this Agreement shall automatically renew for successive terms of one (1) year each. Notwithstanding the foregoing, this Agreement may be terminated as provided below.

2. **Termination without Cause.** GA or Company shall have the right at any time to terminate this Agreement upon thirty (30) days prior written notice to the other party.

3. **Termination with Cause.** Company may terminate this Agreement upon written notice to GA in the event that: (a) GA breaches the Agreement; (b) GA is no longer licensed and appointed in accordance with applicable law; (c) GA is excluded from the Medicare program as confirmed by the OIG or SAM; or (d) GA makes a general assignment for the benefit of creditors or files a petition in bankruptcy.

4. **Other.** This Agreement may be terminated in accordance with the provisions set forth in the Confidentiality and Privacy Addendum set forth at Exhibit B attached hereto and incorporated herein.

G. Miscellaneous.

1. **Confidential Information.** GA certifies that they will comply with the terms and conditions of the "Confidentiality and Privacy Addendum" attached hereto and incorporated into this Agreement as Exhibit B. Company may unilaterally revise the Confidentiality and Privacy Addendum upon written notice to GA.

2. **Independent Contractor.** GA is an independent contractor and not an employee of Company.

3. **Indemnification.** GA agrees to indemnify, defend and hold Company harmless from and against any and all liability, loss, costs, expenses, including but not limited to reasonable attorney fees and costs of settlement and defense arising out of or relating to the actual or alleged misconduct or negligence of GA or any of GA's employees or downstream entities or General Agents with respect to the obligations under this Agreement or relating to the sale of any Product.

4. **Products.** Company may discontinue or change a Product at any time, subject to CMS approval.

5. **Notice.** Unless otherwise instructed by Company, any notice required or permitted to be sent to Company under this Agreement shall be delivered personally or sent by U.S. Mail with all postage prepaid or by express mail to:

Producer Services
MOMAC/OHIC/MAICO
Mutual of Omaha Plaza
Omaha, NE 68175-0001

6. **Entire Agreement.** This Agreement, the exhibits hereto and any documents incorporated by reference herein, constitute the entire agreement between the parties regarding the Products sold under this Agreement. Company may unilaterally revise any exhibit or document incorporated by reference herein, upon written notice to GA. If GA objects to any such revision, GA may terminate this Agreement in accordance with Section F(2). All other changes to the Agreement will be effective when agreed to by each party in writing.

7. **Governing Law.** Except to the extent preempted by federal law, this Agreement will be governed by the laws of the State of Nebraska, without giving effect to that State's principles of law.

8. **Severability.** In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect.

9. **Trademarks/Tradenames.** GA shall comply, and shall instruct all its General Agents to comply with all Company instructions, policies, procedures, rules, and guidelines regarding use of any and all Company and Product trademarks and/or tradenames.

10. **No Waiver.** Failure of Company to enforce any provision of this Agreement shall not operate to waive or modify such provision or render such provision unenforceable.

11. **Survival.** GA's appointment pursuant to Section B shall immediately terminate upon the effective date of termination of this Agreement. All other provisions of this Agreement shall survive its termination.

12. **Headings.** Any section or other heading contained in this Agreement are for reference purposes and convenience only and shall not affect, in any way, the meaning and interpretation of this Agreement.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and same instrument.

MUTUAL OF OMAHA MEDICARE ADVANTAGE COMPANY (“MOMAC”), OMAHA HEALTH INSURANCE COMPANY (“OHIC”), AND MEDICARE ADVANTAGE INSURANCE COMPANY OF OMAHA (“MAICO”)

**TO BE COMPLETED BY GENERAL AGENT
FOR ALL STATES**



GENERAL AGENT

By: **See signature on Contract Information and
Signature Form**

(Signature always required)

GENERAL AGENT AGREEMENT

**MUTUAL OF OMAHA MEDICARE ADVANTAGE COMPANY (“MOMAC”), OMAHA
HEALTH INSURANCE COMPANY (“OHIC”), AND MEDICARE ADVANTAGE
INSURANCE COMPANY OF OMAHA (“MAICO”)**

By: _____

Name: _____

Title: _____

Date: _____

Please do not complete this page. If approved, you will receive an executed copy of this contract page.

EXHIBIT A

Medicare Requirements

This Exhibit A sets forth terms and conditions required by Company's contract with CMS. In the event of a conflict between the terms and conditions set forth in this Exhibit A and the terms of the Agreement, this Exhibit A shall control.

Definitions:

Completion of Audit: completion of audit by the Department of Health and Human Services ("HHS"), the Government Accountability Office, or their designees of the Company or a Company First Tier, Downstream or Related Entity.

Downstream Entity: any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the Medicare Advantage or Medicare Prescription Drug benefit, below the level of the arrangement between Company and a First Tier Entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

Final Contract Period: the final term of the contract between CMS and Company.

First Tier Entity: any party that enters into a written arrangement, acceptable to CMS, with the Company to provide administrative services or health care services for a Medicare eligible individual under the Medicare Advantage or Medicare Prescription Drug program.

Related Entity: any entity that is related to the Company by common ownership or control and (1) performs some of the Company's management functions under contract or delegation; (2) furnishes services to Enrollees under an oral or written agreement; or (3) leases real property or sells materials to the Company at a cost of more than \$2,500 during a contract period.

Required Provisions:

GA agrees to the following:

1. HHS, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of the First Tier, Downstream, and Related Entities related to CMS' contract with Company, through ten (10) years from the final date of the Final Contract Period of the contract entered into between CMS and Company or from the date of Completion of Audit, whichever is later.

2. GA will comply with the confidentiality and enrollee record accuracy requirements, including: (a) abiding by all federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (b) ensuring that medical information is released only in accordance with applicable federal or state law, or pursuant to court orders or subpoenas, (c) maintaining the records and information in an accurate and timely manner, and (d) ensuring timely access by Enrollees to the records and information that pertain to them.
3. Enrollees will not be held liable for payment of any fees that are the legal obligation of the Company.
4. Any services or other activity performed in accordance with a contract or written agreement by GA or General Agents are consistent and comply with Company's contractual obligations.
5. GA and General Agents will comply with all applicable Medicare laws, regulations, and CMS instructions.
6. GA acknowledges and agrees that Company may revoke its delegation of activities and/or reporting requirements to GA or terminate the Agreement in accordance with Section F(3) in instances where CMS or Company determines that GA has not performed satisfactorily.
7. GA acknowledges and agrees the performance of the parties is monitored by Company on an ongoing basis.
8. GA acknowledges and agrees that, unless with the prior written approval of Company, it is prohibited from performing any service pursuant to this Agreement or using any person (individual or entity) to perform services in connection with this Agreement if such services involve the receipt, processing, transfer, handling, storage, or accessing Medicare beneficiary protected health information in oral, written, or electronic form and such services will be performed or the person is located offshore. "Offshore" refers to any country that is not one of the fifty United States or one of the United States Territories (American Samoa, Guam, Northern Marianas, Puerto Rico, and Virgin Islands).
9. GA represents and warrants that neither GA nor any entity with which GA is associated with nor any person GA employs, is excluded from participation in Medicare under Section 1128 or 1128A of the Social Security Act, or listed on the SAM or OIG exclusion lists. GA further represents and warrants that neither GA, nor any entity with which GA is associated with, will employ or contract with an excluded or barred person (individual or entity). GA will review the OIG and SAM exclusion lists prior to hiring or contracting of any new employee or independent contractor, and monthly thereafter, to ensure that none of these persons or

entities is excluded or become excluded from participation in federal programs. GA will immediately notify Company if GA or any entity with which GA is associated with or any of GA's employees or independent contractors is threatened with or determined to be ineligible to participate under Medicare or any other federal health care program or to be placed on a SAM or OIG exclusion list.

10. GA shall ensure that its employees and General Agents complete fraud, waste and abuse training within ninety (90) days of hire or contracting, as applicable. The form and content of such training shall be acceptable to Company. GA shall provide evidence of successful completion of such training upon Company's request.
11. GA will not discriminate based on race, ethnicity, national origin, religion, gender, sex, age, mental or physical disability, health status, claims experience, medical history, genetic information, evidence of insurability, geographic location or on any other basis prohibited by law, including Section 1557 of the Affordable Care Act. GA may not target beneficiaries from higher income areas or state/ imply that Products are only available to seniors rather than to all Medicare beneficiaries. GA acknowledges and agrees that basic services and information must be made available to individuals with disabilities, upon request. GA must comply with its obligations under applicable anti-discrimination rules and requirements.
12. GA acknowledges and agrees that the compensation paid by Company pursuant to the Agreement is, in whole or in part, from federal funds and, as a result, GA is subject to certain laws that are applicable to individuals and entities receiving federal funds. GA shall comply with federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse including, but not limited to: applicable provisions of federal criminal law; the False Claims Act (31 U.S.C. 3729 et seq.); the Anti-kickback statute (42 U.S.C. § 1320a-7b(b)); the Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a) and HIPAA administrative simplification rules at 45 CFR Part 160, 162, and 164.
13. GA will ensure that all of the requirements set forth in this Exhibit A will be applicable and enforceable against any Downstream Entity with which GA contracts.

**MUTUAL OF OMAHA MEDICARE ADVANTAGE COMPANY ("MOMAC"), OMAHA
HEALTH INSURANCE COMPANY ("OHIC"), AND MEDICARE ADVANTAGE
INSURANCE COMPANY OF OMAHA ("MAICO")**

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

CONFIDENTIALITY AND PRIVACY ADDENDUM

1. **Definitions.** The following terms will have the following meanings:

- (a) ***“Business Information”*** means information, oral, electronic, or in writing, that is either of such a nature that a party should reasonably believe it to be confidential or is designated as confidential by either party, including, without limitation, any information or other materials that either party exchanges with the other party or its Representatives in any form and in any media now or hereafter developed, or other information, the tampering with which, or unauthorized Use of which, would cause a material adverse impact to the business operations or security of a party. If information is designated as confidential, such designation will be in any written form which clearly communicates that the nonpublic business or financial information is confidential. The term “Business Information” will not include any information that: (i) is or becomes part of the public domain or is publicly available through no act or omission or through no breach of any contracts; (ii) is known at the time of disclosure without an obligation to keep it confidential, as evidenced by documentation in possession at the time of such disclosure; (iii) becomes rightfully known from another source without restriction on Use; or (iv) has been independently developed without the use of or any reference to Business Information.
- (b) ***“Confidential Information”*** means Business Information and Personal Information, both electronic or otherwise, that a party creates, accesses, uses, or receives from the other party or a third party, on behalf of a party.
- (c) ***“HIPAA Privacy and Security Rules”*** means the Privacy, Security and Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as may be amended from time to time.
- (d) ***“Information Security Breach”*** means the unauthorized Use of Confidential Information which is not permitted by law or by the terms of this Addendum including, but not limited to, a Security Incident.
- (e) ***“Personal Information”*** means a first name or initial, and last name, in combination with any: (i) demographic, medical or financial information such as age, gender, address, Social Security number, driver’s license or non-driver identification card number, account number, credit or debit card number, or biometric records; (ii) any security code, access code or password that would permit access to an individual’s financial account; (iii) past, present or future physical or mental health condition or treatment; (iv) debt status or history; and (v) income and other similar individually identifiable personal information that is not publicly available or that has been designated as such by law or regulation.

The term “Personal Information” includes, but is not limited to, Protected Health Information.

- (f) “**Protected Health Information**” will have the same meaning as that assigned in the HIPAA Privacy and Security Rules limited to the information acquired, accessed, used, created, received, stored, or transported from or on behalf of Company.
- (g) “**Representatives**” means all directors, officers, employees, agents, consultants, Subcontractors, professional advisors and affiliates of a party.
- (h) “**Security Incident**” means the attempted or successful unauthorized Use, modification or destruction of information, or interference with system operation, in an electronic information system containing Confidential Information.
- (i) “**Subcontractors**” means all persons to whom GA delegates a function, activity or service under the Agreement, other than in the capacity of a member of the workforce of GA.
- (j) “**Unsuccessful Security Incident**” means an attempted but unsuccessful Security Incident, and includes, without limitation, pings and other broadcast attacks on GA’s firewall, port scans, unsuccessful log-on attempts, denials of service attacks, malware such as worms or viruses, and any combination of the above, so long as no such Security Incident results in, or is reasonably anticipated by GA to result in, unauthorized Use, modification, or destruction of Confidential Information or interference with system operations in an information system within GA’s control.
- (k) “**Use**” means acquisition, access, use, sale, disclosure, transmittal, storage, or transportation.

2. **Obligations Regarding Confidential Information.** The performance of the duties and obligations required under the Agreement may require either party to disclose to the other certain Confidential Information.

- (a) **Confidentiality.** Each party agrees to retain all Confidential Information in confidence, and will not Use the other party’s Confidential Information except as allowed under this Addendum, and for purposes related to the performance of obligations under the Agreement. Each party will be responsible to the other party for a breach of the terms of this Addendum and for any Information Security Breach by itself or its Representatives.
- (b) **Reporting an Information Security Breach or Security Incident.** GA agrees to report to Company any Information Security Breach and any successful Security Incident of which it becomes aware. Any report made pursuant to this Section 2(b) will be made as soon as possible, but in no event later than five (5) business days or such shorter period of time imposed on either party by federal or state

law or regulation following the date that GA becomes aware of the Information Security Breach or successful Security Incident. GA will take action(s) requested by Company to document and mitigate the Information Security Breach or successful Security Incident. GA will cooperate in evaluating the necessity of providing any and all notices of an Information Security Breach or successful Security Incident as deemed advisable or as otherwise required under applicable laws or regulations.

- (c) ***Return of Confidential Information.*** During the term of the Agreement, GA will only retain Confidential Information which is necessary to continue proper management and administration of the services under the Agreement, or to carry out its legal responsibilities. Upon termination of the Agreement, GA will return, or if agreed to by Company, securely destroy all Confidential Information that GA maintains in any form. Should Confidential Information be maintained beyond the termination of the Agreement for legitimate business purposes or as may be required by law, then GA will limit the Use of Confidential Information to the specific reason requiring retention of Confidential Information, and the protections of the Agreement and this Addendum will be extended for so long as Confidential Information is maintained. Once the reason for retention of Confidential Information has expired, Confidential Information will be returned or, if agreed to by Company, securely destroyed. The obligation to return or securely destroy such Confidential Information will not apply to electronic copies stored solely for back-up and archival purposes (“Backup Copies”) that are not readily accessible by GA. GA will not be required to erase electronically stored Confidential Information that has been saved to Backup Copies in accordance with its standard electronic back-up practices, on the condition that, except as otherwise required by applicable law: (i) its personnel whose functions are not primarily information technology do not access such Backup Copies; and (ii) its personnel whose functions are primarily information technology in nature access such Backup Copies only as reasonably necessary for the performance of their information technology duties (e.g., for purposes of system recovery). The Backup Copies will continue to be subject to the remaining terms of this Addendum.
- (d) ***Disposal of Confidential Information.*** GA agrees to maintain a security policy for the secure disposal of paper and any other media that contains Confidential Information that includes a technology or methodology that will render Confidential Information unusable, unreadable or indecipherable.
- (e) ***Cost of an Information Security Breach.*** GA will pay Company all costs or expenses that result from GA’s acts or failure to act that result in an Information Security Breach.

- 3. **Permitted Uses and Disclosures by GA.** Unless otherwise prohibited by the Agreement, this Addendum or applicable federal and state laws and regulations, including the HIPAA Privacy and Security Rules, GA may access, use, disclose, transmit, store and transport Confidential Information:

- (a) for the proper management and administration of GA's business, provided that the access, use, disclosure, transmittal, storage and transportation are required by law, or GA obtains reasonable assurances from the entity or person to whom Confidential Information is disclosed that it will remain confidential and be accessed, used, disclosed, transmitted, stored, or transported only as required by law or for the purpose for which it was disclosed to the entity or person;
- (b) to carry out the legal responsibilities of GA;
- (c) to its Representatives if the Representatives are first informed of the confidential nature of such information and the obligations set forth herein, and agree to be bound thereby; and
- (d) to its Subcontractors if Subcontractors have entered into a written agreement with GA under which Subcontractors agree to be bound by the obligations in this Addendum.

4. **GA's Additional Obligations Regarding Protected Health Information.**

- (a) GA acknowledges that it is subject to the following requirements to the same extent as applicable to Company:
 - (i) to comply with subpart C of 45 CFR part 164 of the HIPAA Privacy and Security Rules, requiring development, implementation, maintenance and use of administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information, that it accesses, uses, creates, receives, maintains, transmits, or transports on behalf of Company;
 - (ii) at the request of and in the time, manner and means, electronic or otherwise, as specified by Company, to provide access to Protected Health Information to Company, or to an individual as directed by Company, in order to meet the requirements of the HIPAA Privacy and Security Rules;
 - (iii) to make any amendment(s) to Protected Health Information that Company directs or agrees to pursuant to HIPAA Privacy and Security Rules in the time and manner designated by Company;
 - (iv) to document and maintain information on any disclosure of Protected Health Information for at least six (6) years, and upon request, in the time, manner and means designated by Company, make any information about the disclosure of Protected Health Information available to Company or to an individual as directed by Company, in order for Company to meet the accounting requirements of the HIPAA Privacy and Security Rules; and
 - (v) to make Protected Health Information and its internal practices, books and records, including policies and procedures, relating to the use and disclosure of Protected Health Information, available to the Secretary of

Health and Human Services or to a state Attorney General for purposes of determining GA's or Company's compliance with the HIPAA Privacy and Security Rules.

- (b) The parties acknowledge that this Section 4(b) constitutes notice by GA to Company of the ongoing existence and occurrence of Unsuccessful Security Incidents for which no additional notice to Company will be required.

5. General Security Requirements.

- (a) GA will maintain a written, information security program designed to protect the confidentiality, integrity and availability of Confidential Information in paper or other records and within its information system, including computers, devices, applications, and any wireless systems, and designed to perform the following core information security functions:
 - (i) identify and assess both internal and external information security risks ("Risk Assessment");
 - (ii) utilize a defensive infrastructure;
 - (iii) implement policies and procedures that protect Confidential Information from unauthorized Use;
 - (iv) detect, respond to, and mitigate, Information Security Breaches and Security Incidents, restoring normal operations and services; and
 - (v) fulfill regulatory reporting obligations.
- (b) The Risk Assessment performed by GA will be:
 - (i) sufficient to inform the design of the information security program;
 - (ii) updated as reasonably necessary to address changes to GA's information systems, records, Confidential Information, and business operations; and
 - (iii) documented and carried out in accordance with written policies and procedures.
- (c) GA will designate a qualified individual responsible for overseeing and implementing its information security program and enforcing its information security policy initiatives.
- (d) GA will assess the effectiveness of its information security program through continuous monitoring, periodic penetration testing and vulnerability assessments, or similar actions, all as dictated by its Risk Assessment.
- (e) GA, or GA's designated third party, will:

- (i) utilize qualified information security personnel to manage its information security risks and perform or oversee the performance of GA's core information security functions; and
 - (ii) provide or verify that such personnel have obtained periodic information security training to maintain up-to-date knowledge of changing information security threats and countermeasures.
- (f) GA will provide regular information security awareness training for all personnel.
- (g) GA will have written policies, implemented and approved by senior management for the protection of its information systems and Confidential Information, addressing the following:
 - (i) data governance and classification;
 - (ii) asset inventory and device management;
 - (iii) access controls and identity management;
 - (iv) business continuity and disaster recovery planning;
 - (v) system security and monitoring;
 - (vi) network security and monitoring;
 - (vii) physical security and environmental controls;
 - (viii) customer data privacy; and
 - (ix) vendor and third-party service provider ("TPSP") management, to include the following topics:
 - (A) identification and risk assessment of TPSPs;
 - (B) minimum information security practices required of TPSPs;
 - (C) due diligence processes for assessing the information security practices of TPSPs; and
 - (D) periodic assessment of TPSPs, based on the risk and the continued adequacy of the TPSPs' information security practices.
- (h) The following information systems' controls will be utilized by GA, to the extent prescribed by its written information security program:

- (i) limited user access privileges to information systems providing access to Confidential Information and periodical review of such access privileges, as dictated by GA's Risk Assessment;
 - (ii) multi-factor authentication for any individual accessing GA's internal networks from an external network, and for all privileged access to GA's cloud-based systems;
 - (iii) implementation of risk-based policies, procedures and controls designed to monitor the activity of authorized users and detect unauthorized Use or tampering with Confidential Information; and
 - (iv) implementation of encryption to protect Confidential Information, both in transit over external networks, and at rest.
- (i) To the extent dictated by GA's Risk Assessment, and for a duration specified by its records retention standards, GA will maintain audit trails:
 - (i) for material financial transactions; and
 - (ii) sufficient to recreate Security Incidents.
- (j) GA will have written procedures, guidelines and standards for the secure development of applications created in-house, and procedures for evaluating and testing the security of externally-developed applications used on GA's information systems.
- (k) GA will have a written Security Incident response plan designed to promptly respond to, and recover from, any Information Security Breach or successful Security Incident materially affecting the confidentiality, integrity or availability of the Confidential Information or the continuing functionality of any aspect of Company's business or operations. The plan will address the following areas:
 - (i) internal processes for responding to an Information Security Breach or successful Security Incident;
 - (ii) goals of the plan;
 - (iii) definition and clear roles, responsibilities and levels of decision-making authority;
 - (iv) external and internal communications and information sharing;
 - (v) identification or requirements for the remediation of any identified weaknesses in information systems and associated controls;
 - (vi) documentation and reporting regarding Information Security Breaches or successful Security Incidents and related incident response activities; and

- (vii) evaluation and revision as necessary of the plan following an Information Security Breach or successful Security Incident.
 - (l) No transfer of Confidential Information may be made by GA outside of the United States without the prior, express written authorization of Company.
 - (m) Company may require GA to have an annual review and/or an annual technical audit of its security policies and practices by Company, or, at GA's option and expense, an independent auditor, to ensure compliance with this Addendum. The third-party audit report, including recommendations for remedying deficiencies where appropriate, will be provided to Company within seven (7) business days of receipt of the report by GA. GA will have thirty (30) calendar days to implement remedies to any identified deficiencies and notify Company that such deficiencies have been addressed. GA's failure to remedy the identified deficiencies will be considered in breach of this Section 5.
6. **PCI-DSS Requirements for GA.** If GA stores or transmits credit or debit card data on behalf of Company, or could impact the security of Company's cardholder data environment, GA will employ safeguards that comply with the Payment Card Industry Data Standard (PCI-DSS), as may be amended from time to time. Depending on services being provided pursuant to the Agreement, and upon request, GA will provide Company a PCI-DSS Attestation of Compliance.
7. **General Provisions.**
- (a) ***Compliance with Laws.*** Each party will promptly: (i) comply with its obligations under this Addendum and with any federal and state laws and regulations as may now be in effect or as may hereafter be enacted, adopted or determined that apply to the confidentiality, security, or Use of Confidential Information; and (ii) cooperate with and assist the other party in fulfilling its federal and state legal and regulatory obligations with respect to Confidential Information a party holds on behalf of the other. Such obligations include any: (viii) rights of or obligations to customers or consumers whose information is included in the Confidential Information; (ix) inventory and location of Confidential Information; and (x) performance of due diligence to ensure Representatives used in connection with performance of Services under the Agreement comply with the provisions of this Addendum.
 - (b) ***Amendment.*** This Addendum will be amended to conform to any new or different legal requirements that result from any changes, revisions or replacements of any federal or state laws and regulations as may now be in effect or as may hereafter be enacted, adopted or determined that apply to the security, confidentiality, or Use of Confidential Information, including, without limitation, the HIPAA Privacy and Security Rules, on or before the effective compliance date thereof. Any such amendment will automatically be effective upon the effective compliance date of such laws and regulations and will become effective without the signature of either party.

- (c) ***Termination for Cause.*** In addition to any other termination provisions contained in the Agreement, a party may terminate the Agreement upon written notice to the other party that they have breached a term of this Addendum.
- (d) ***Disclosures Required By Law or a Governmental Authority.*** If either party is required to disclose the other party's Confidential Information in response to legal process or a governmental authority, such party will immediately notify the other party and, upon request, cooperate with the other party in connection with obtaining a protective order. The disclosing party will furnish only that portion of Confidential Information which it is legally required to disclose and will use commercially reasonable efforts to ensure that Confidential Information is treated confidentially.
- (e) ***Indemnification.*** Notwithstanding any other provisions of the Agreement, each party will indemnify, defend and hold the other party and its affiliates, and their directors, officers and employees, harmless for any liabilities, claims, demands, suits, losses, damages, costs, obligations and expenses, including without limitation attorneys' fees, court costs and punitive or similar damages, incurred by a party which result from any breach of this Addendum by the other party.
- (f) ***Equitable Relief.*** Both parties acknowledge that Confidential Information it receives is confidential and/or proprietary to the other party, that disclosure thereof could be seriously harmful to the business prospects of the other party, that the other party may not have adequate remedies at law for a breach of the confidentiality obligations hereunder and that money damages may be difficult or impossible to determine. Accordingly, each party agrees, in addition to all other remedies available at law, that, in the event of a breach or threatened breach of this Addendum, an aggrieved party will be entitled to: (i) seek equitable relief, including injunctive relief; and (ii) reimbursement of all attorneys' fees and court costs arising in connection with seeking and obtaining such equitable relief.
- (g) ***Material Obligation/Survival.*** Each obligation contained in this Addendum is deemed to be a material obligation of the parties hereunder and will survive the termination of the Agreement.
- (h) ***Interpretation.*** In the event of an inconsistency or conflict between the terms of the Agreement and the terms of this Addendum, this Addendum will control. Any such inconsistency or conflict will be resolved in favor of a meaning that permits the parties to comply with the HIPAA Privacy and Security Rules or any other federal and state laws and regulations that apply to the confidentiality of Confidential Information. This provision will supersede any similar provision in the Agreement. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules or any other federal and state laws and regulations that apply to the confidentiality of Confidential Information, as may be amended from time to time, the HIPAA Privacy and Security Rules or any other federal and state laws

and regulations that apply to the confidentiality of Confidential Information, including, without limitation, any definitions in any such federal and state laws and regulations, will control. Where provisions of this Addendum are different than those mandated in the HIPAA Privacy and Security Rules or any other federal and state laws and regulations that apply to the confidentiality of Confidential Information but are nonetheless permitted by such federal and state laws and regulations, the provisions of this Addendum will control.

**MUTUAL OF OMAHA MEDICARE ADVANTAGE COMPANY (“MOMAC”), OMAHA
HEALTH INSURANCE COMPANY (“OHIC”), AND MEDICARE ADVANTAGE
INSURANCE COMPANY OF OMAHA (“MAICO”)**

By: _____
Name: _____
Title: _____
Date: _____

SPECIAL AGENT MEDICARE ADVANTAGE/PART D PLAN SALES AGREEMENT

This Agreement ("Agreement") is between the Special Agent ("Special Agent") listed on the Contract Information and Signature Form and Mutual of Omaha Medicare Advantage Company ("MOMAC"), Omaha Health Insurance Company ("OHIC"), and Medicare Advantage Insurance Company of Omaha ("MAICO") (together MOMAC, OHIC, and MAICO are referred to as "Company") and is effective on date this Agreement is executed by Company as indicated on the execution page (the "Effective Date").

A. Definitions.

For purposes of this Agreement, the following definitions will apply:

1. **Authorized Representative:** means the Chief Executive Officers or Presidents of MOMAC, OHIC, or MAICO or an individual authorized in writing by the Chief Executive Officers or Presidents of MOMAC, OHIC, or MAICO.
2. **Centers for Medicare and Medicaid Services ("CMS"):** means the Federal agency responsible for the oversight of the Medicare Advantage and Medicare Prescription Drug programs.
3. **Enrollee:** means an eligible Medicare beneficiary who has enrolled in a Company Product as confirmed by CMS through the efforts of a Special Agent.
4. **Managing General Agent or General Agent:** means any individual or organization that (a) is duly licensed and appointed, (b) has successfully completed Company's training and testing; (c) has entered into a managing general agent, general agent or other marketing agreement with Company for the sale of Products, and (d) whom the Special Agent designates on Product applications.
5. **Medicare Advantage Plan(s):** means those Medicare Advantage Part C Plans offered by MOMAC or MAICO, which are approved by CMS, and sold to eligible Medicare beneficiaries by Special Agent.
6. **Medicare Prescription Drug Plan(s):** means those stand-alone Medicare Part D Prescription Drug Plans offered by OHIC, which are approved by CMS, and sold to eligible Medicare beneficiaries by Special Agent.
7. **Premium:** means any and all monies due Company from Enrollees which monies are designated as premiums by Company for a Product; provided however, that Premium does not include payments by or due from CMS to Company pursuant to one or more contracts with CMS including subsidies for low-income Enrollees.
8. **Products.** The Medicare Advantage Plans (including Medicare Advantage with Medicare Part D coverage) and standalone Medicare Prescription Drug Plans offered by Company pursuant to contracts with CMS.

B. Authorization.

Authorization of Special Agent. Subject to the terms and conditions set forth herein and applicable state and federal laws, Company authorizes Special Agent to solicit, procure and promptly transmit enrollment applications to Company for Products. Company agrees to appoint Special Agent, as eligible and required, with the appropriate state insurance departments for the sale of Products. This appointment is not exclusive. Company has the right to reject any enrollment application.

C. Obligations of Special Agent.

1. **Licensure.** Prior to presenting any Product, Special Agent will be licensed as a health insurance producer in all states in which Special Agent intends to solicit enrollment applications for Products. Special Agent will, at all times, maintain appropriate state licensure. No compensation will be paid to Special Agent for the sale of a Product if Special Agent does not have the applicable license at the time the enrollment application is taken.

2. **Compliance with Laws and Policies and Procedures.** Special Agent will, at all times comply with all applicable federal and state laws and regulations related to producers, as well as the federal laws, regulations and CMS guidance applicable to the Products including the Medicare Marketing Guidelines. Special Agent will comply with the requirements stated in Exhibit A, Medicare Requirements, attached hereto and incorporated herein. Company may unilaterally amend Exhibit A from time to time upon issuance of a replacement Exhibit A to Special Agent. Special Agent will act in an ethical, professional manner in connection with this Agreement. Special Agent will comply with Company's policies and procedures related to the sale of the Products.

3. **Special Agent Annual Training and Certification.** Prior to presenting any Product, Special Agent will, and Special Agent will at his/her own expense (unless otherwise agreed to by the parties), complete a CMS endorsed or approved training curriculum and testing for the solicitation of Medicare Advantage and Medicare Prescription Drug Plans. Special Agent will execute, attest to and agree to the applicable "Certification of Marketing Practices". Special Agent will repeat the training curriculum and re-execute the applicable "Certification of Marketing Practices" on an annual basis prior to commencement of sales or marketing activities by Special Agent for the subsequent plan year. No compensation will be paid to Special Agent for the sale of a Product if Special Agent has not completed the applicable training curriculum and testing and executed a current Certification of Marketing Practices.

4. **Applications.** Special Agent will forward all applications for Products to Company within two (2) business days of the taking of the application. Special Agent will ensure that each such application is fully and accurately completed prior to submission to Company.

5. **Premiums.** Special Agent will not collect any Premiums for Products. In the event that Special Agent receives any Premiums, Special Agent will, within two (2) business days, forward the Premiums to Company.

6. **Complaint Handling.** Special Agent will forward all complaints from Enrollees or potential Enrollees related to Special Agent, his/her Managing General Agent or General Agent, Company or the Products within two (2) business days of Special Agent's receipt or learning of the complaint, as applicable. Special Agent will cooperate and work in good faith with Company to resolve any such complaint.

7. **Company Communications.** Company will periodically make changes in the training curriculum, the Products, Company policies and procedures regarding the sale of Products, program guidelines and requirements, and modifications to the terms of this Agreement. Special Agent will regularly review such changes and modifications, and Special Agent will adhere to all such changes, requirements and modifications.

8. **Advertising Materials.** Special Agent will obtain Company's written approval prior to using any advertising material or script identifying Company or Products, except such material provided by Company and used pursuant to Company's instructions.

9. **Notice of Litigation or Regulatory Proceeding.** Special Agent will notify Company within two (2) business days upon receiving notice of potential, threatened or actual litigation or any regulatory inquiry or complaint with respect to this Agreement or any Product. Company shall have the final decision making authority to assume the administration and defense of any such action. A copy of the correspondence or document received shall accompany each notice.

10. **Insurance.** Special Agent will have and maintain Errors and Omissions liability insurance covering Special Agent and his/her employees during the term of this Agreement in an amount and nature, and with such carrier(s) satisfactory to Company and provide evidence of such insurance to Company upon request.

D. **Limitations of Special Agent.** Special Agent will not:

1. **Expense or Liability.** Incur any expense or liability on account of, or otherwise bind Company without specific prior written approval from an Authorized Representative of Company.

2. **Alteration.** Alter any advertising materials or make, alter, waive or discharge any contracts or Products on behalf of Company.

3. **Premium Payments and Reinstatement.** Extend the time for payment of any Premium or waive any Premium, or bind Company to reinstate any terminated enrollment.

4. **Respond in Connection with a Proceeding.** Institute or file a response to any legal or regulatory proceeding on behalf of Company in connection with any legal

matter pertaining to this Agreement or any Product, without Company's prior written consent.

5. **Misrepresentation.** Make any representation with respect to a Product except as may be explicitly set forth in materials prepared and provided to Special Agent or his/her Managing General Agent or General Agent by Company.

6. **Products.** Present Products to persons that Special Agent knows, or should know by reasonable investigation, are not eligible for enrollment, e.g., individuals who do not reside in the Medicare Advantage Plan's service area.

7. **Relationship.** Hold himself/herself out as an (i) employee, partner, joint venturer or associate of Company; or (ii) as an agent of Company in any manner or for any purpose.

E. **Compensation.**

1. **Compensation.** All compensation for Products solicited by Special Agent pursuant to this Agreement will be paid to the Managing General Agent or General Agent designated by Special Agent on Product Applications, in accordance with Company's Terms and Conditions for Payment and Compensation Schedule, incorporated by reference herein. Company's Terms and Conditions for Payment and Compensation Schedule may be unilaterally changed by Company upon prior written notice to Special Agent or his/her Managing General Agent or General Agent. Compensation will only be paid for Enrollees enrolled by Special Agent in a Product as confirmed by CMS to Company. If Special Agent objects to any such changes, Special Agent may terminate this Agreement in accordance with Section F(2).

2. **Contingencies** In addition to any conditions imposed in Company's Terms and Conditions for Payment and Compensation Schedule and any Addendums hereto, no compensation is earned until:

(a) Special Agent is licensed and appointed in accordance with laws and Company procedures;

(b) Special Agent has successfully completed applicable training and testing, and been certified;

(c) CMS has confirmed the Enrollee's enrollment in a Product; and

(d) Company has confirmed that Special Agent is not excluded by the Department of Health and Human Services Office of the Inspector General ("OIG") or appear on the System for Award Management ("SAM") as excluded at the time of sale or payment of compensation.

3. **Compensation After Termination.** Special Agent acknowledges and agrees that no compensation shall be due under this Agreement in the event this Agreement or his/her Managing General Agent's or General Agent's Agreement is terminated by Company with cause.

4. **Limitation on Actions.** Any claim by Special Agent or his/her Managing General Agent or General Agent regarding compensation under this Agreement must be brought within one year from the date the compensation was reported on an accounting issued from Company to Special Agent or his/her Managing General Agent or General Agent. Any claim regarding compensation must be brought against the corporation which issued the compensation or Product to which the claim relates.

F. Term and Termination.

1. **Term.** This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of one (1) year. Thereafter, this Agreement shall automatically renew for successive terms of one (1) year each. Notwithstanding the foregoing, this Agreement may be terminated as provided below.

2. **Termination without Cause.** Special Agent or Company shall have the right at any time to terminate this Agreement upon thirty (30) days prior written notice to the other party.

3. **Termination with Cause.** Company may terminate this Agreement upon written notice to Special Agent in the event that: (a) Special Agent breaches the Agreement; (b) Special Agent is no longer licensed and appointed in accordance with applicable law; (c) Special Agent is excluded from the Medicare program as confirmed by the OIG or SAM; or (d) Special Agent makes a general assignment for the benefit of creditors or files a petition in bankruptcy.

4. **Other.** This Agreement may be terminated in accordance with the provisions set forth in the Confidentiality and Privacy Addendum set forth at Exhibit B attached hereto and incorporated herein.

G. Miscellaneous.

1. **Confidential Information.** Special Agent certifies that they will comply with the terms and conditions of the "Confidentiality and Privacy Addendum" attached hereto and incorporated into this Agreement as Exhibit B. Company may unilaterally revise the Confidentiality and Privacy Addendum upon written notice to Special Agent.

2. **Independent Contractor.** Special Agent is an independent contractor and not an employee of Company.

3. **Indemnification.** Special Agent agrees to indemnify, defend and hold Company harmless from and against any and all liability, loss, costs, expenses, including but not limited to reasonable attorney fees and costs of settlement and defense arising out of or relating to the actual or alleged misconduct or negligence of Special Agent or any of Special Agent's employees or downstream entities with respect to the obligations under this Agreement or relating to the sale of any Product.

4. **Products.** Company may discontinue or change a Product at any time, subject to CMS approval.

5. **Notice.** Unless otherwise instructed by Company, any notice required or permitted to be sent to Company under this Agreement shall be delivered personally or sent by U.S. Mail with all postage prepaid or by express mail to:

Producer Services
MOMAC/OHIC/MAICO
Mutual of Omaha Plaza
Omaha, NE 68175-0001

6. **Entire Agreement.** This Agreement, the exhibits hereto and any documents incorporated by reference herein, constitute the entire agreement between the parties regarding the Products sold under this Agreement. Company may unilaterally revise any exhibit or document incorporated by reference herein, upon written notice to Special Agent or his/her Managing General Agent or General Agent. If Special Agent objects to any such revision, Special Agent may terminate this Agreement in accordance with Section F(2). All other changes to the Agreement will be effective when agreed to by each party in writing.

7. **Governing Law.** Except to the extent preempted by federal law, this Agreement will be governed by the laws of the State of Nebraska, without giving effect to that State's principles of law.

8. **Severability.** In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect.

9. **Trademarks/Tradenames.** Special Agent shall comply with all Company instructions, policies, procedures, rules, and guidelines regarding use of any and all Company and Product trademarks and/or tradenames.

10. **No Waiver.** Failure of Company to enforce any provision of this Agreement shall not operate to waive or modify such provision or render such provision unenforceable.

11. **Survival.** Special Agent's appointment pursuant to Section B shall immediately terminate upon the effective date of termination of this Agreement. All other provisions of this Agreement shall survive its termination.

12. **Headings.** Any section or other heading contained in this Agreement are for reference purposes and convenience only and shall not affect, in any way, the meaning and interpretation of this Agreement.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and same instrument.

MUTUAL OF OMAHA MEDICARE ADVANTAGE COMPANY (“MOMAC”), OMAHA HEALTH INSURANCE COMPANY (“OHIC”), AND MEDICARE ADVANTAGE INSURANCE COMPANY OF OMAHA (“MAICO”)

**TO BE COMPLETED BY SPECIAL AGENT
FOR ALL STATES**



SPECIAL AGENT

By: **See signature on Contract Information and
Signature Form**
(Signature always required)

SPECIAL AGENT AGREEMENT

**MUTUAL OF OMAHA MEDICARE ADVANTAGE COMPANY (“MOMAC”), OMAHA
HEALTH INSURANCE COMPANY (“OHIC”), AND MEDICARE ADVANTAGE
INSURANCE COMPANY OF OMAHA (“MAICO”)**

By: _____

Name: _____

Title: _____

Date: _____

Please do not complete this page. If approved, you will receive an executed copy of this contract page.

EXHIBIT A

Medicare Requirements

This Exhibit A sets forth terms and conditions required by Company's contract with CMS. In the event of a conflict between the terms and conditions set forth in this Exhibit A and the terms of the Agreement, this Exhibit A shall control.

Definitions:

Completion of Audit: completion of audit by the Department of Health and Human Services ("HHS"), the Government Accountability Office, or their designees of the Company or a Company First Tier, Downstream or Related Entity.

Downstream Entity: any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the Medicare Advantage or Medicare Prescription Drug benefit, below the level of the arrangement between Company and a First Tier Entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

Final Contract Period: the final term of the contract between CMS and Company.

First Tier Entity: any party that enters into a written arrangement, acceptable to CMS, with the Company to provide administrative services or health care services for a Medicare eligible individual under the Medicare Advantage or Medicare Prescription Drug program.

Related Entity: any entity that is related to the Company by common ownership or control and (1) performs some of the Company's management functions under contract or delegation; (2) furnishes services to Enrollees under an oral or written agreement; or (3) leases real property or sells materials to the Company at a cost of more than \$2,500 during a contract period.

Required Provisions:

Special Agent agrees to the following:

1. HHS, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of the First Tier, Downstream, and Related Entities related to CMS' contract with Company, through ten (10) years from the final date of the Final Contract Period of the contract entered into between CMS and Company or from the date of Completion of Audit, whichever is later.

2. Special Agent will comply with the confidentiality and enrollee record accuracy requirements, including: (a) abiding by all federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (b) ensuring that medical information is released only in accordance with applicable federal or state law, or pursuant to court orders or subpoenas, (c) maintaining the records and information in an accurate and timely manner, and (d) ensuring timely access by Enrollees to the records and information that pertain to them.
3. Enrollees will not be held liable for payment of any fees that are the legal obligation of the Company.
4. Any services or other activity performed in accordance with a contract or written agreement by Special Agent are consistent and comply with Company's contractual obligations.
5. Special Agent will comply with all applicable Medicare laws, regulations, and CMS instructions.
6. Special Agent acknowledges and agrees that Company may revoke its delegation of activities to Special Agent or terminate the Agreement in accordance with Section F(3) in instances where CMS or Company determines that Special Agent has not performed satisfactorily.
7. Special Agent acknowledges and agrees the performance of the parties is monitored by Company on an ongoing basis.
8. Special Agent acknowledges and agrees that, unless with the prior written approval of Company, he/she is prohibited from performing any service pursuant to this Agreement or using any person (individual or entity) to perform services in connection with this Agreement if such services involve the receipt, processing, transfer, handling, storage, or accessing Medicare beneficiary protected health information in oral, written, or electronic form and such services will be performed or the person is located offshore. "Offshore" refers to any country that is not one of the fifty United States or one of the United States Territories (American Samoa, Guam, Northern Marianas, Puerto Rico, and Virgin Islands).
9. Special Agent represents and warrants that neither Special Agent nor any entity with which Special Agent is associated with nor any person Special Agent employs, is excluded from participation in Medicare under Section 1128 or 1128A of the Social Security Act, or listed on the SAM or OIG exclusion lists. Special Agent further represents and warrants that neither Special Agent, nor any entity with which Special Agent is associated with, will employ or contract with an excluded or barred person (individual or entity). Special Agent will review the OIG and SAM exclusion lists prior to hiring or contracting of any new employee or

independent contractor, and monthly thereafter, to ensure that none of these persons or entities is excluded or become excluded from participation in federal programs. Special Agent will immediately notify Company if Special Agent or any entity with which Special Agent is associated with or any of Special Agent's employees or independent contractors is threatened with or determined to be ineligible to participate under Medicare or any other federal health care program or to be placed on a SAM or OIG exclusion list.

10. Special Agent shall ensure that he/she and his/her employees complete fraud, waste and abuse training within ninety (90) days of hire or contracting, as applicable. The form and content of such training shall be acceptable to Company. Special Agent shall provide evidence of successful completion of such training upon Company's request.
11. Special Agent will not discriminate based on race, ethnicity, national origin, religion, gender, sex, age, mental or physical disability, health status, claims experience, medical history, genetic information, evidence of insurability, geographic location or on any other basis prohibited by law, including Section 1557 of the Affordable Care Act. Special Agent may not target beneficiaries from higher income areas or state/ imply that Products are only available to seniors rather than to all Medicare beneficiaries. Special Agent acknowledges and agrees that basic services and information must be made available to individuals with disabilities, upon request. Special Agent must comply with its obligations under applicable anti-discrimination rules and requirements.
12. Special Agent acknowledges and agrees that the compensation paid by Company pursuant to the Agreement is, in whole or in part, from federal funds and, as a result, Special Agent is subject to certain laws that are applicable to individuals and entities receiving federal funds. Special Agent shall comply with federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse including, but not limited to: applicable provisions of federal criminal law; the False Claims Act (31 U.S.C. 3729 et seq.); the Anti-kickback statute (42 U.S.C. § 1320a-7b(b)); the Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a) and HIPAA administrative simplification rules at 45 CFR Part 160, 162, and 164.
13. Special Agent will ensure that all of the requirements set forth in this Exhibit A will be applicable and enforceable against any Downstream Entity with which Special Agent contracts.

**MUTUAL OF OMAHA MEDICARE ADVANTAGE COMPANY ("MOMAC"), OMAHA
HEALTH INSURANCE COMPANY ("OHIC"), AND MEDICARE ADVANTAGE INSURANCE
COMPANY OF OMAHA ("MAICO")**

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

CONFIDENTIALITY AND PRIVACY ADDENDUM

1. **Definitions.** The following terms will have the following meanings:

- (a) ***“Business Information”*** means information, oral, electronic, or in writing, that is either of such a nature that a party should reasonably believe it to be confidential or is designated as confidential by either party, including, without limitation, any information or other materials that either party exchanges with the other party or its Representatives in any form and in any media now or hereafter developed, or other information, the tampering with which, or unauthorized Use of which, would cause a material adverse impact to the business operations or security of a party. If information is designated as confidential, such designation will be in any written form which clearly communicates that the nonpublic business or financial information is confidential. The term “Business Information” will not include any information that: (i) is or becomes part of the public domain or is publicly available through no act or omission or through no breach of any contracts; (ii) is known at the time of disclosure without an obligation to keep it confidential, as evidenced by documentation in possession at the time of such disclosure; (iii) becomes rightfully known from another source without restriction on Use; or (iv) has been independently developed without the use of or any reference to Business Information.
- (b) ***“Confidential Information”*** means Business Information and Personal Information, both electronic or otherwise, that a party creates, accesses, uses, or receives from the other party or a third party, on behalf of a party.
- (c) ***“HIPAA Privacy and Security Rules”*** means the Privacy, Security and Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as may be amended from time to time.
- (d) ***“Information Security Breach”*** means the unauthorized Use of Confidential Information which is not permitted by law or by the terms of this Addendum including, but not limited to, a Security Incident.
- (e) ***“Personal Information”*** means a first name or initial, and last name, in combination with any: (i) demographic, medical or financial information such as age, gender, address, Social Security number, driver’s license or non-driver identification card number, account number, credit or debit card number, or biometric records; (ii) any security code, access code or password that would permit access to an individual’s financial account; (iii) past, present or future physical or mental health condition or treatment; (iv) debt status or history; and (v) income and other similar individually identifiable personal information that is not publicly available or that has been designated as such by law or regulation.

The term “Personal Information” includes, but is not limited to, Protected Health Information.

- (f) “**Protected Health Information**” will have the same meaning as that assigned in the HIPAA Privacy and Security Rules limited to the information acquired, accessed, used, created, received, stored, or transported from or on behalf of Company.
- (g) “**Representatives**” means all directors, officers, employees, agents, consultants, Subcontractors, professional advisors and affiliates of a party.
- (h) “**Security Incident**” means the attempted or successful unauthorized Use, modification or destruction of information, or interference with system operation, in an electronic information system containing Confidential Information.
- (i) “**Subcontractors**” means all persons to whom SPECIAL AGENT delegates a function, activity or service under the Agreement, other than in the capacity of a member of the workforce of SPECIAL AGENT.
- (j) “**Unsuccessful Security Incident**” means an attempted but unsuccessful Security Incident, and includes, without limitation, pings and other broadcast attacks on SPECIAL AGENT’s firewall, port scans, unsuccessful log-on attempts, denials of service attacks, malware such as worms or viruses, and any combination of the above, so long as no such Security Incident results in, or is reasonably anticipated by SPECIAL AGENT to result in, unauthorized Use, modification, or destruction of Confidential Information or interference with system operations in an information system within SPECIAL AGENT’s control.
- (k) “**Use**” means acquisition, access, use, sale, disclosure, transmittal, storage, or transportation.

2. **Obligations Regarding Confidential Information.** The performance of the duties and obligations required under the Agreement may require either party to disclose to the other certain Confidential Information.

- (a) **Confidentiality.** Each party agrees to retain all Confidential Information in confidence, and will not Use the other party’s Confidential Information except as allowed under this Addendum, and for purposes related to the performance of obligations under the Agreement. Each party will be responsible to the other party for a breach of the terms of this Addendum and for any Information Security Breach by itself or its Representatives.
- (b) **Reporting an Information Security Breach or Security Incident.** SPECIAL AGENT agrees to report to Company any Information Security Breach and any successful Security Incident of which it becomes aware. Any report made pursuant to this Section 2(b) will be made as soon as possible, but in no event later than five (5) business days or such shorter period of time imposed on either

party by federal or state law or regulation following the date that SPECIAL AGENT becomes aware of the Information Security Breach or successful Security Incident. SPECIAL AGENT will take action(s) requested by Company to document and mitigate the Information Security Breach or successful Security Incident. SPECIAL AGENT will cooperate in evaluating the necessity of providing any and all notices of an Information Security Breach or successful Security Incident as deemed advisable or as otherwise required under applicable laws or regulations.

- (c) ***Return of Confidential Information.*** During the term of the Agreement, SPECIAL AGENT will only retain Confidential Information which is necessary to continue proper management and administration of the services under the Agreement, or to carry out its legal responsibilities. Upon termination of the Agreement, SPECIAL AGENT will return, or if agreed to by Company, securely destroy all Confidential Information that SPECIAL AGENT maintains in any form. Should Confidential Information be maintained beyond the termination of the Agreement for legitimate business purposes or as may be required by law, then SPECIAL AGENT will limit the Use of Confidential Information to the specific reason requiring retention of Confidential Information, and the protections of the Agreement and this Addendum will be extended for so long as Confidential Information is maintained. Once the reason for retention of Confidential Information has expired, Confidential Information will be returned or, if agreed to by Company, securely destroyed. The obligation to return or securely destroy such Confidential Information will not apply to electronic copies stored solely for back-up and archival purposes (“Backup Copies”) that are not readily accessible by SPECIAL AGENT. SPECIAL AGENT will not be required to erase electronically stored Confidential Information that has been saved to Backup Copies in accordance with its standard electronic back-up practices, on the condition that, except as otherwise required by applicable law: (i) its personnel whose functions are not primarily information technology do not access such Backup Copies; and (ii) its personnel whose functions are primarily information technology in nature access such Backup Copies only as reasonably necessary for the performance of their information technology duties (e.g., for purposes of system recovery). The Backup Copies will continue to be subject to the remaining terms of this Addendum.
- (d) ***Disposal of Confidential Information.*** SPECIAL AGENT agrees to maintain a security policy for the secure disposal of paper and any other media that contains Confidential Information that includes a technology or methodology that will render Confidential Information unusable, unreadable or indecipherable.
- (e) ***Cost of an Information Security Breach.*** SPECIAL AGENT will pay Company all costs or expenses that result from SPECIAL AGENT’s acts or failure to act that result in an Information Security Breach.

3. **Permitted Uses and Disclosures by SPECIAL AGENT.** Unless otherwise prohibited by the Agreement, this Addendum or applicable federal and state laws and regulations,

including the HIPAA Privacy and Security Rules, SPECIAL AGENT may access, use, disclose, transmit, store and transport Confidential Information:

- (a) for the proper management and administration of SPECIAL AGENT's business, provided that the access, use, disclosure, transmittal, storage and transportation are required by law, or SPECIAL AGENT obtains reasonable assurances from the entity or person to whom Confidential Information is disclosed that it will remain confidential and be accessed, used, disclosed, transmitted, stored, or transported only as required by law or for the purpose for which it was disclosed to the entity or person;
- (b) to carry out the legal responsibilities of SPECIAL AGENT;
- (c) to its Representatives if the Representatives are first informed of the confidential nature of such information and the obligations set forth herein, and agree to be bound thereby; and
- (d) to its Subcontractors if Subcontractors have entered into a written agreement with SPECIAL AGENT under which Subcontractors agree to be bound by the obligations in this Addendum.

4. **SPECIAL AGENT's Additional Obligations Regarding Protected Health Information.**

- (a) SPECIAL AGENT acknowledges that it is subject to the following requirements to the same extent as applicable to Company:
 - (i) to comply with subpart C of 45 CFR part 164 of the HIPAA Privacy and Security Rules, requiring development, implementation, maintenance and use of administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information, that it accesses, uses, creates, receives, maintains, transmits, or transports on behalf of Company;
 - (ii) at the request of and in the time, manner and means, electronic or otherwise, as specified by Company, to provide access to Protected Health Information to Company, or to an individual as directed by Company, in order to meet the requirements of the HIPAA Privacy and Security Rules;
 - (iii) to make any amendment(s) to Protected Health Information that Company directs or agrees to pursuant to HIPAA Privacy and Security Rules in the time and manner designated by Company;
 - (iv) to document and maintain information on any disclosure of Protected Health Information for at least six (6) years, and upon request, in the time, manner and means designated by Company, make any information about the disclosure of Protected Health Information available to Company or to

an individual as directed by Company, in order for Company to meet the accounting requirements of the HIPAA Privacy and Security Rules; and

- (v) to make Protected Health Information and its internal practices, books and records, including policies and procedures, relating to the use and disclosure of Protected Health Information, available to the Secretary of Health and Human Services or to a state Attorney General for purposes of determining SPECIAL AGENT's or Company's compliance with the HIPAA Privacy and Security Rules.
- (b) The parties acknowledge that this Section 4(b) constitutes notice by SPECIAL AGENT to Company of the ongoing existence and occurrence of Unsuccessful Security Incidents for which no additional notice to Company will be required.

5. General Security Requirements.

- (a) SPECIAL AGENT will maintain a written, information security program designed to protect the confidentiality, integrity and availability of Confidential Information in paper or other records and within its information system, including computers, devices, applications, and any wireless systems, and designed to perform the following core information security functions:
 - (i) identify and assess both internal and external information security risks ("Risk Assessment");
 - (ii) utilize a defensive infrastructure;
 - (iii) implement policies and procedures that protect Confidential Information from unauthorized Use;
 - (iv) detect, respond to, and mitigate, Information Security Breaches and Security Incidents, restoring normal operations and services; and
 - (v) fulfill regulatory reporting obligations.
- (b) The Risk Assessment performed by SPECIAL AGENT will be:
 - (i) sufficient to inform the design of the information security program;
 - (ii) updated as reasonably necessary to address changes to SPECIAL AGENT's information systems, records, Confidential Information, and business operations; and
 - (iii) documented and carried out in accordance with written policies and procedures.

- (c) SPECIAL AGENT will designate a qualified individual responsible for overseeing and implementing its information security program and enforcing its information security policy initiatives.
- (d) SPECIAL AGENT will assess the effectiveness of its information security program through continuous monitoring, periodic penetration testing and vulnerability assessments, or similar actions, all as dictated by its Risk Assessment.
- (e) SPECIAL AGENT, or SPECIAL AGENT's designated third party, will:
 - (i) utilize qualified information security personnel to manage its information security risks and perform or oversee the performance of SPECIAL AGENT's core information security functions; and
 - (ii) provide or verify that such personnel have obtained periodic information security training to maintain up-to-date knowledge of changing information security threats and countermeasures.
- (f) SPECIAL AGENT will provide regular information security awareness training for all personnel.
- (g) SPECIAL AGENT will have written policies, implemented and approved by senior management for the protection of its information systems and Confidential Information, addressing the following:
 - (i) data governance and classification;
 - (ii) asset inventory and device management;
 - (iii) access controls and identity management;
 - (iv) business continuity and disaster recovery planning;
 - (v) system security and monitoring;
 - (vi) network security and monitoring;
 - (vii) physical security and environmental controls;
 - (viii) customer data privacy; and
 - (ix) vendor and third-party service provider ("TPSP") management, to include the following topics:
 - (A) identification and risk assessment of TPSPs;
 - (B) minimum information security practices required of TPSPs;

- (C) due diligence processes for assessing the information security practices of TPSPs; and
 - (D) periodic assessment of TPSPs, based on the risk and the continued adequacy of the TPSPs' information security practices.
- (h) The following information systems' controls will be utilized by SPECIAL AGENT, to the extent prescribed by its written information security program:
 - (i) limited user access privileges to information systems providing access to Confidential Information and periodical review of such access privileges, as dictated by SPECIAL AGENT's Risk Assessment;
 - (ii) multi-factor authentication for any individual accessing SPECIAL AGENT's internal networks from an external network, and for all privileged access to SPECIAL AGENT's cloud-based systems;
 - (iii) implementation of risk-based policies, procedures and controls designed to monitor the activity of authorized users and detect unauthorized Use or tampering with Confidential Information; and
 - (iv) implementation of encryption to protect Confidential Information, both in transit over external networks, and at rest.
- (i) To the extent dictated by SPECIAL AGENT's Risk Assessment, and for a duration specified by its records retention standards, SPECIAL AGENT will maintain audit trails:
 - (i) for material financial transactions; and
 - (ii) sufficient to recreate Security Incidents.
- (j) SPECIAL AGENT will have written procedures, guidelines and standards for the secure development of applications created in-house, and procedures for evaluating and testing the security of externally-developed applications used on SPECIAL AGENT's information systems.
- (k) SPECIAL AGENT will have a written Security Incident response plan designed to promptly respond to, and recover from, any Information Security Breach or successful Security Incident materially affecting the confidentiality, integrity or availability of the Confidential Information or the continuing functionality of any aspect of Company's business or operations. The plan will address the following areas:
 - (i) internal processes for responding to an Information Security Breach or successful Security Incident;
 - (ii) goals of the plan;

- (iii) definition and clear roles, responsibilities and levels of decision-making authority;
 - (iv) external and internal communications and information sharing;
 - (v) identification or requirements for the remediation of any identified weaknesses in information systems and associated controls;
 - (vi) documentation and reporting regarding Information Security Breaches or successful Security Incidents and related incident response activities; and
 - (vii) evaluation and revision as necessary of the plan following an Information Security Breach or successful Security Incident.
- (l) No transfer of Confidential Information may be made by SPECIAL AGENT outside of the United States without the prior, express written authorization of Company.
 - (m) Company may require SPECIAL AGENT to have an annual review and/or an annual technical audit of its security policies and practices by Company, or, at SPECIAL AGENT's option and expense, an independent auditor, to ensure compliance with this Addendum. The third-party audit report, including recommendations for remedying deficiencies where appropriate, will be provided to Company within seven (7) business days of receipt of the report by SPECIAL AGENT. SPECIAL AGENT will have thirty (30) calendar days to implement remedies to any identified deficiencies and notify Company that such deficiencies have been addressed. SPECIAL AGENT's failure to remedy the identified deficiencies will be considered in breach of this Section 5.
6. **PCI-DSS Requirements for SPECIAL AGENT.** If SPECIAL AGENT stores or transmits credit or debit card data on behalf of Company, or could impact the security of Company's cardholder data environment, SPECIAL AGENT will employ safeguards that comply with the Payment Card Industry Data Standard (PCI-DSS), as may be amended from time to time. Depending on services being provided pursuant to the Agreement, and upon request, SPECIAL AGENT will provide Company a PCI-DSS Attestation of Compliance.
7. **General Provisions.**
- (a) ***Compliance with Laws.*** Each party will promptly: (i) comply with its obligations under this Addendum and with any federal and state laws and regulations as may now be in effect or as may hereafter be enacted, adopted or determined that apply to the confidentiality, security, or Use of Confidential Information; and (ii) cooperate with and assist the other party in fulfilling its federal and state legal and regulatory obligations with respect to Confidential Information a party holds on behalf of the other. Such obligations include any: (viii) rights of or obligations to customers or consumers whose information is included in the Confidential Information; (ix) inventory and location of

Confidential Information; and (x) performance of due diligence to ensure Representatives used in connection with performance of Services under the Agreement comply with the provisions of this Addendum.

- (b) ***Amendment.*** This Addendum will be amended to conform to any new or different legal requirements that result from any changes, revisions or replacements of any federal or state laws and regulations as may now be in effect or as may hereafter be enacted, adopted or determined that apply to the security, confidentiality, or Use of Confidential Information, including, without limitation, the HIPAA Privacy and Security Rules, on or before the effective compliance date thereof. Any such amendment will automatically be effective upon the effective compliance date of such laws and regulations and will become effective without the signature of either party.
- (c) ***Termination for Cause.*** In addition to any other termination provisions contained in the Agreement, a party may terminate the Agreement upon written notice to the other party that they have breached a term of this Addendum.
- (d) ***Disclosures Required By Law or a Governmental Authority.*** If either party is required to disclose the other party's Confidential Information in response to legal process or a governmental authority, such party will immediately notify the other party and, upon request, cooperate with the other party in connection with obtaining a protective order. The disclosing party will furnish only that portion of Confidential Information which it is legally required to disclose and will use commercially reasonable efforts to ensure that Confidential Information is treated confidentially.
- (e) ***Indemnification.*** Notwithstanding any other provisions of the Agreement, each party will indemnify, defend and hold the other party and its affiliates, and their directors, officers and employees, harmless for any liabilities, claims, demands, suits, losses, damages, costs, obligations and expenses, including without limitation attorneys' fees, court costs and punitive or similar damages, incurred by a party which result from any breach of this Addendum by the other party.
- (f) ***Equitable Relief.*** Both parties acknowledge that Confidential Information it receives is confidential and/or proprietary to the other party, that disclosure thereof could be seriously harmful to the business prospects of the other party, that the other party may not have adequate remedies at law for a breach of the confidentiality obligations hereunder and that money damages may be difficult or impossible to determine. Accordingly, each party agrees, in addition to all other remedies available at law, that, in the event of a breach or threatened breach of this Addendum, an aggrieved party will be entitled to: (i) seek equitable relief, including injunctive relief; and (ii) reimbursement of all attorneys' fees and court costs arising in connection with seeking and obtaining such equitable relief.

- (g) ***Material Obligation/Survival.*** Each obligation contained in this Addendum is deemed to be a material obligation of the parties hereunder and will survive the termination of the Agreement.
- (h) ***Interpretation.*** In the event of an inconsistency or conflict between the terms of the Agreement and the terms of this Addendum, this Addendum will control. Any such inconsistency or conflict will be resolved in favor of a meaning that permits the parties to comply with the HIPAA Privacy and Security Rules or any other federal and state laws and regulations that apply to the confidentiality of Confidential Information. This provision will supersede any similar provision in the Agreement. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules or any other federal and state laws and regulations that apply to the confidentiality of Confidential Information, as may be amended from time to time, the HIPAA Privacy and Security Rules or any other federal and state laws and regulations that apply to the confidentiality of Confidential Information, including, without limitation, any definitions in any such federal and state laws and regulations, will control. Where provisions of this Addendum are different than those mandated in the HIPAA Privacy and Security Rules or any other federal and state laws and regulations that apply to the confidentiality of Confidential Information but are nonetheless permitted by such federal and state laws and regulations, the provisions of this Addendum will control.

**MUTUAL OF OMAHA MEDICARE ADVANTAGE COMPANY (“MOMAC”), OMAHA
HEALTH INSURANCE COMPANY (“OHIC”), AND MEDICARE ADVANTAGE
INSURANCE COMPANY OF OMAHA (“MAICO”)**

By: _____

Name: _____

Title: _____

Date: _____