



Agent/Broker Credentialing Procedure

You must use the most recent version of the forms to allow for processing.
Visit www.healthpassny.com/forms for the latest versions.

To apply complete and/or submit the following:

1. Submit a *Selling Agent Application Form*, **both pages must be completed**
 - a. You must be appointed directly with each HealthPass medical carrier
 - b. Direct Deposit is required and a voided check must be included
2. Submit one completed and signed copy of the *Credentialed Agent Agreement*
3. Submit one completed and signed copy of the *Business Associate Agreement*
4. Include a copy of your current State of New York Department of Financial Services - Life, Accident and Health license

Please send the completed/required documents to your General Agent.

If you do not work with a General Agent, please send the documents to:

Email: sales@healthpassny.com

Fax: 212-252-7448

Mail: HealthPass Licensing
80 Pine Street, 29th Floor
New York, NY 10005

HealthPass will be able to pay compensation for eligible groups upon completion of the above process. Future commission statements will be mailed on or about the 15th of the month and will be based on full premium received through the 5th of the month.

We appreciate your cooperation and look forward to working with you.

Enclosures



Selling Agent Application

Agent Information

Type of Appointment Requested: Individual Partnership Corporation

A. Applicant Information

Applicant		Date of Birth
Business Name	Agent E-mail Address	
Business Address		County
City	State	Zip Code
Business Phone Number	Cell Number	Business Fax Number
Agency Taxpayer I.D. - - -	SS# - - -	Use the following for tax purposes (check one) <input type="checkbox"/> TIN # <input type="checkbox"/> SS#
		License Number of entity to be appointed

B. Compensation Payable Contact Information

(If other than above)

Note: Compensation can only be paid to the person/entity printed on the required NYS license.

c/o

Address

City	State	Zip
Phone	Fax	E-mail

C. General Agency Information

General Agency Name	HealthPass General Agency Code	General Agent Rep.
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D. Officers and Directors

List all officers and directors and give information requested below. If sub-licensee, check box(es) and list before other officers and directors.

Name (Last, First, M.I.)		Date of Birth
Title of Officer	SS# - - -	Check here if sub-licensee <input type="checkbox"/>
Name (Last, First, M.I.)		Date of Birth
Title of Officer	SS# - - -	Check here if sub-licensee <input type="checkbox"/>

E. Partner Carrier Licensing Requirements

Healthfirst ID	Oscar Broker ID
Oxford Broker ID	

Note: You must be appointed, and up-to-date, with our partner medical carriers on a direct basis to receive any monthly HealthPass compensation. Please contact our Licensing Department at 212-252-8010 or email sales@healthpassny.com to request Carrier Agent Agreement(s).

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), effective _____, 201__ (“Effective Date”), is entered into by and between by and between NEW YORK HEALTH PURCHASING ALLIANCE, INC and the HEALTHPASS INSURANCE TRUST, (collectively, “Covered Entity”) both with offices located at 80 Pine Street, 29th Floor, New York, New York 10005, and [Credentialed Agent]_____ (the “Business Associate”), with an address at _____ (each a “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, the U.S. Department of Health and Human Services (“HHS”) has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), governing the privacy and security of individually identifiable health information obtained, created or maintained by certain entities, including health plans (the “HIPAA Privacy Rule” and the “HIPAA Security Rule”, respectively); and

WHEREAS, the HIPAA Privacy Rule requires that the Covered Entity enter into this Agreement with the Business Associate in order to protect the privacy of individually identifiable health information maintained by the Covered Entity and/or created or received by the Business Associate on behalf of the Covered Entity (“Protected Health Information,” or PHI”); and

WHEREAS, the Business Associate and its employees, affiliates, agents or representatives may access paper and/or electronic records containing PHI in carrying out their obligations to the Covered Entity pursuant to either an existing or contemporaneously executed agreement for brokerage services (“Credentialed Agent Agreement”); and

WHEREAS, the Parties desire to enter into this Agreement to protect PHI, and to amend any agreements between them, whether oral or written, with the execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein the Parties agree as follows:

1. Business Associate Activities

1.1 Business Associate warrants that it, its agents and its subcontractors shall only use or disclose PHI in connection with fulfilling its duties and obligations under this Agreement and the Credentialed Agent Agreement. Business Associate may also use and disclose PHI as described by this Section 1.

1.2. Business Associate may use the PHI in its possession for its proper management and administration and/or to fulfill any present or future legal responsibilities of the Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

1.3. Business Associate may disclose the PHI in its possession for the purpose of its proper

management and administration and/or to fulfill any present or future legal responsibilities of the Business Associate. The Business Associate warrants and represents to the Covered Entity that unless such disclosure is required by law, (ii) the Business Associate will obtain reasonable written assurances from any person or entity to whom the PHI will be disclosed that the PHI will be held confidentially and used or further disclosed only as required and permitted under the HIPAA Privacy Rule and other applicable laws, and that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

1.4. Business Associate may aggregate the Covered Entity's PHI in the Business Associate's possession with the PHI of other covered entities that the Business Associate has in its possession through its capacity as a Business Associate to such other covered entities, provided that the purpose of such aggregation is to provide the Covered Entity with data analyses relating to its Health Care Operations, as such term is defined in the HIPAA Privacy Rule. The Business Associate will not disclose the PHI obtained from the Covered Entity to another covered entity absent written authorization from the Covered Entity.

1.5. Business Associate may de-identify any and all PHI provided that the de-identification conforms to the requirements of applicable law as provided for in 45 C.F.R. § 164.514(b) and that the Business Associate maintains such documentation as required by applicable law, as provided for in 45 C.F.R. § 164.514(b). The Parties understand that properly de-identified information is not PHI under the terms of this Agreement.

3.2. Business Associate Covenants

The Business Associate covenants to:

2.1. use or further disclose the minimum necessary PHI in performing the activities called for under the Credentialed Agent Agreement and/or under this Agreement;

2.2. not to use or further disclose PHI except as permitted under this Agreement, the HIPAA Privacy Rule and the HIPAA Security Rule, and applicable State law, each as amended from time to time;

2.3. use appropriate administrative, technical and physical safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement;

2.4. obtain and maintain, with any subcontractors or agents to whom it provides PHI received from, or created or received by the Business Associate on behalf of the Covered Entity, a written agreement, pursuant to which agreement such subcontractor and agent agrees to be bound by the same restrictions and conditions that apply to the Business Associate with respect to such information;

2.5. comply with the Covered Entity policies and procedures with respect to access and use of the Covered Entity's equipment and facilities;

3. Business Associate Reporting Obligations

3.1 Breaches

3.1.1 In the event of a Breach of any Unsecured PHI that Business Associate accesses, maintains, retains, modifies, records, or otherwise holds or uses on behalf of Covered

Entity, Business Associate shall report such Breach to Covered Entity as soon as practicable, but in no event later than five (5) business days after the date the Breach is discovered.

- 3.1.2 Notice of a Breach shall include, at a minimum: (i) the identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach; (ii) the date of the Breach, if known, and the date of discovery of the Breach; (iii) the scope of the Breach; and (iv) the Business Associate's response to the Breach.
- 3.1.3 In the event of a Breach, Business Associate shall, in consultation with Covered Entity, mitigate, to the extent practicable, any harmful effect of such Breach known to Business Associate.

3.2 Improper Disclosures

- 3.2.1 Business Associate shall track all disclosures of Protected Health Information to third parties, including those made to subcontractors and agents, other than those disclosures that meet the exception criteria of 45 CFR Section 164.528.
- 3.2.2 In the event of any use or disclosure of PHI that is improper under this Agreement but does not constitute a Breach, Business Associate shall report such use or disclosure to Covered Entity within ten (10) business days after the date on which Business Associate becomes aware of such use or disclosure.

3.3 Security Incidents

- 3.3.1 In the event of any successful Security Incident, Business Associate shall report such Security Incident in writing to Covered Entity within three (3) business days of the date on which Business Associate becomes aware of such Security Incident.
- 3.3.2 As reasonably appropriate, Business Associate shall advise Covered Entity of measures Business Associate will be taking to mitigate harm from such Security Incident and to prevent similar future incidents.

4. Covered Entity Covenants

The Covered Entity covenants to notify the Business Associate of material limitations to the consents or authorizations as have been obtained by the Covered Entity from individuals and any other restrictions on the use or disclosure of PHI as agreed to by the Covered Entity.

5. Access to PHI

Within five (5) days of a request by the Covered Entity for access to PHI about an individual contained in a Designated Record Set, as such term is defined in the HIPAA Privacy Rule, the Business Associate shall make available to the Covered Entity, or, at the request of Covered Entity, the individual to whom such PHI relates or his or her authorized representative, such PHI for so long as such information is maintained in the Designated Record Set as defined in 45 C.F.R. § 164.524. In the event any individual requests access to PHI directly from the Business Associate, the Business Associate shall, within five (5)

days, forward such request to the Covered Entity. Any denials of access to the PHI requested shall be the responsibility of the Covered Entity.

6. Amendment of PHI

Within ten (10) days of receipt of a request from the Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set, the Business Associate shall, as required by 45 C.F.R. § 164.526, incorporate any such amendments in the PHI; provided, however, that the Covered Entity has made the determination that the amendment(s) is/are necessary because the PHI that is the subject of the amendment(s) has been, or foreseeably could be, relied upon by the Business Associate or others to the detriment of the individual who is the subject of the PHI to be amended. The obligation in this Section 6 shall apply only for so long as the PHI is maintained by the Business Associate in a Designated Record Set.

7. Accounting for Disclosures of PHI

Within thirty (30) days of notice by the Covered Entity to the Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual, the Business Associate shall make available to the Covered Entity such information as is in the Business Associate's possession and is required for the Covered Entity to make the accounting required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within five (5) days, forward such request to the Covered Entity. It shall be the Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall implement an effective record keeping system to enable it to comply with this Section 7.

8. Access to Books and Records Regarding PHI

The Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining the Covered Entity's or the Business Associate's compliance with applicable law.

9. Disposition of PHI Upon Termination

The Business Associate will, at termination or expiration of the Credentialed Agent Agreement, if feasible, return or destroy all PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity which the Business Associate and/or its subcontractors or agents still maintain in any form, and will not retain any copies of such information. If such return or destruction is not feasible, the Business Associate will notify the Covered Entity of such event in writing, and will thereupon extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

10. Independent Contractor Relationship

No provision of this Agreement is intended to create, nor shall be deemed or construed to create, any employment, agency or joint venture relationship between the Covered Entity and the Business Associate other than that of independent entities contracting with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. None of the

Parties nor any of their respective representatives shall be construed to be the agent, employer, or representative of the other.

11. Term

This Agreement shall become effective on the Effective Date set forth above and shall terminate upon the termination or expiration of the Credentialed Agent Agreement and when all PHI provided by either party to the other, or created or received by Business Associate on behalf of Covered Entity is, in accordance with this Section, destroyed or returned to Covered Entity or, if Business Associate determines that it is not feasible to return or destroy PHI, protections are extended to such information, in accordance with the terms of this Agreement.

12. Termination

12.1. Termination by the Covered Entity. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement, any affected provision(s) of the Credentialed Agent Agreement or the Credentialed Agent Agreement in its entirety, and any related agreements if the Covered Entity makes the determination that the Business Associate has breached a material term of this Agreement. Alternatively, and in the sole discretion of the Covered Entity, the Covered Entity may choose to provide the Business Associate with written notice of the existence of the breach and provide the Business Associate with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, the Business Associate shall cure said breach to the satisfaction of the Covered Entity within an additional fifteen (15) days. In the event that said breach is not cured, Covered Entity shall immediately terminate this Agreement and any affected provision(s) of the Credentialed Agent Agreement. 12.2. Termination by the Business Associate. If the Business Associate determines that the Covered Entity has breached a material term of this Agreement, then the Business Associate shall provide the Covered Entity with written notice of the existence of the breach and shall provide the Covered Entity with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this (30) day period, the Covered Entity shall cure said breach to the satisfaction of the Business Associate within an additional fifteen (15) days. In the event that said breach is not cured, Business Associate shall immediately terminate this Agreement and any affected provision(s) of the Credentialed Agent Agreement. 13. Effect of Termination

Upon termination of this Agreement, the Business Associate agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), if it is feasible to do so. Prior to doing so, the Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for the Business Associate to return or destroy all PHI, the Business Associate will notify the Covered Entity in writing. Such notification shall include: (i) a statement that the Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reason for such determination. The Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. If it is infeasible for the Business Associate to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and

agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

14. Amendments; Waiver

This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or the right of either Party thereafter to enforce each and every such provision.

Notwithstanding the foregoing, this Agreement shall be deemed amended to comply with HIPAA in the event of a change in the law, regulation or interpretation, and the Parties agree that they shall negotiate and execute an amendment to this Agreement as soon as reasonably practicable following notification of such change in law.

15. No Third Party Beneficiaries

Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever. Nothing in this Agreement shall be construed to create any third party beneficiary rights in any person.

16. Attorney Client Privilege.

Nothing herein contained shall be construed to modify, impair or diminish either Party's attorney client privilege.

17. Notices

Any notice required or permitted under this Agreement shall be given in writing and delivered by hand, via a nationally recognized overnight delivery service (e.g., Federal Express), or via registered mail or certified mail, postage prepaid and return receipt requested, to the following:

Covered Entity:

New York Health Purchasing Alliance

80 Pine Street, 29th Floor
New York, New York 10005
Attn: Privacy Official

Business Associate:

Attn: _____

Notice of a change in address of one of the Parties shall be given in writing to the other Party as provided above.

18. Interpretation

In the event of a dispute as to the meaning of any provision hereof, the Parties acknowledge and agree that it shall be interpreted so as to allow the Covered Entity to be in compliance with the requirements of HIPAA.

19. Conflicts

In the event of a conflict between this Agreement and the Credentialed Agent Agreement, the terms of this Agreement shall control.

20. Counterparts; Facsimiles

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

21. Disputes

If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

22. Indemnification

Business Associate shall indemnify, defend and hold harmless Covered Entity and its directors, officers, subcontractors, employees, affiliates, agents, and representatives from and against any and all third party liabilities, costs, claims, suits, actions, proceedings, demands, losses and liabilities of any kind (including court costs and reasonable attorneys' fees) brought by a third party, arising from or relating to the acts or omissions of Business Associate or any of its directors, officers, subcontractors, employees, affiliates, agents, and representatives in connection with the Business Associate's performance under this Agreement, without regard to any limitation or exclusion of damages provision otherwise set forth in the Agreement. The indemnification provisions of this Section shall survive the termination of this Agreement.

INTENDING TO BE LEGALLY BOUND, the Parties hereto have duly executed this Agreement as of the Effective Date.

Name: _____

By _____
Title

Address: _____

Date: _____

(Credentialed Agent)

NEW YORK HEALTH PURCHASING
ALLIANCE INC.

By _____
Vincent C. Ashton,
President & CEO

Date: _____

HEALTHPASS INSURANCE TRUST

By _____
Vincent C. Ashton,
President & CEO

Date: _____

NEW YORK HEALTH PURCHASING ALLIANCE, INC.

and

HEALTHPASS INSURANCE TRUST

CREDENTIALLED AGENT AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of ____ 201__ by and between **NEW YORK HEALTH PURCHASING ALLIANCE, INC.** and the **HEALTHPASS INSURANCE TRUST**, (collectively, “**Alliance**”) both with offices located at 80 Pine Street, 29th FL, New York, New York 10005, and the entity named on the signature page hereof (“**Credentialed Agent**”). Alliance and Credentialed Agent may hereafter be referred to individually as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH

WHEREAS, Credentialed Agent is licensed by the New York State Department of Financial Services as a life, accident and health insurance agent, engaged in the business of selling and marketing insurance policies under the laws of the State of New York; and

WHEREAS, New York Health Purchasing Alliance, Inc. is a corporation organized pursuant to the laws of the State of New York and has created the HealthPass Insurance Trust pursuant Section 4235(c)(1)(D) of the New York Insurance Law and has contracted with several health maintenance organizations, insurers and benefit service corporations (“**Payors**”) to offer health insurance benefit programs (“**Products**”) to the eligible employees of Participating Employers; and

WHEREAS, Alliance desires to engage the services of Credentialed Agent to assist Alliance in connection with the distribution of the Products as more fully set forth in this Agreement; and

WHEREAS, Credentialed Agent desires to accept the engagement by Alliance to provide such services in connection with the Products.

NOW, THEREFORE, for and in consideration of these premises and of the mutual covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

DEFINITIONS

“**New Business**” means those contracts entered into by Alliance and Participating Employer(s) each calendar year through the efforts of Credentialed Agent where the effective date of the Participation Agreement is on or after the effective date of this Agreement and any

renewal thereof and the employer was not a Participating Employer prior to the date of the Participation Agreement arranged by Credentialed Agent.

“Participating Employer” means an employer that has entered into a Participation Agreement for the benefit of its employees.

“Participation Agreement” means the agreement between a Participating Employer and Alliance pursuant to which a Participating Employer will offer benefits to eligible employees and their eligible dependents.

“Payor Appointment” means the appointment as an agent or broker by a Payor.

“Products” means the various HMO, point-of-service, preferred provider, exclusive provider, dental, vision or other health, life, disability benefit plans or other benefit plans or services that are, or may be, offered by Alliance to Participating Employers pursuant to which Payors will provide healthcare coverage to the eligible Participating Employer employees (**“Enrollees”**).

I. PRODUCER PROVISIONS

A. Market

To the extent allowed by law, Alliance hereby appoints and authorizes Credentialed Agent to solicit purchasers for the Products. Credentialed Agent will market the Products to employer groups that meet the eligibility requirements of the Alliance.

Any and all marketing materials including solicitation emails, letters, brochures, magazine or news articles concerning the Products prepared by Credentialed Agent shall be approved in writing by Alliance before such materials are distributed. Unless otherwise agreed to by the Parties, the costs of preparation and distribution of such materials shall be borne by the Party preparing them.

Credentialed Agent shall not employ or make use of any advertisement or material in which Alliance’s or Payors names and/or corporate symbols are contained without the prior express written consent of Alliance and Payors.

Credentialed Agent shall comply with all of Alliance’s lawful rules and/or regulations and/or requirements.

Credentialed Agent shall not make any representations with respect to Products except as may be contained in the written materials approved by or prepared and furnished by Alliance, and shall make no oral or written alteration, modification or waiver of any of the terms or conditions applicable to the Products.

Credentialed Agent acknowledges and agrees that it has no authority to offer a Participation Agreement to any employer on behalf of Alliance without the prior approval of Alliance.

Credentialed Agent acknowledges and agrees that it has no authority to sign any contract on behalf of Alliance. Approval will arise, if at all, from eligibility and other criteria established solely by Alliance and Payors.

Alliance and Payors shall not be liable for any compensation, expenses, costs or damages resulting from their failure or refusal to accept a potential Participating Employer solicited by Credentialed Agent irrespective of the reason or cause for such failure or refusal.

Credentialed Agent agrees to maintain all documents, records and other information concerning its arrangements with Participating Employers for at least six (6) years following the termination of this Agreement and to make such documents, records and information available to Alliance and Payors on request. This provision shall survive the termination of this Agreement.

B. Compensation

Alliance shall pay to Credentialed Agent monthly compensation on all New Business issued through Alliance as a result of the efforts of Credentialed Agent, and on renewals thereof, while Credentialed Agent remains duly licensed and maintains all required Payor Appointments in accordance with the terms set forth at **Exhibit A**. The Alliance will not pay compensation to Credentialed Agents who (i) have not renewed their New York State life, accident and health insurance licenses, (ii) have not kept their appointments current with the HealthPass carriers, or (iii) have not provided renewal information to the Alliance. If renewal information is not provided when requested, compensation may be forfeited even if the Credentialed Agent is licensed.

Compensation will be paid only on group invoices that are paid in full, received by Alliance, and which clear an invoice cycle. For up to ninety (90) days, adjustments will be made in subsequent months to reconcile any underpayment or overpayment of Credentialed Agent demonstrated by information received subsequent to the calculation of a month's compensation or any errors in calculating compensation.

In the event that a Participating Employer terminates all or any part of its healthcare coverage with Alliance pursuant to a Participation Agreement, no future compensation will be payable by Alliance under this Agreement with respect to the portion of the coverage which was terminated unless the Participating Employer enters into a new Participation Agreement through the efforts of Credentialed Agent.

Alliance shall pay compensation to a new Credentialed Agent on existing business provided that (i) Alliance receives a Broker of Record Letter from the Participating Employer, identifying Credentialed Agent as the new Broker of Record for the Participating Employer and (ii) Credentialed Agent remains duly licensed. Alliance shall pay compensation commencing on the first day of the month following Alliance's receipt of the Participating Employer's designation of Credentialed Agent as Broker of Record and in accordance with the terms set forth at **Exhibit A**.

Alliance shall have the right to discontinue providing or to alter the healthcare coverage under the Participation Agreement executed by a Participating Employer and Alliance in accordance with the terms of such Participation Agreement. If Alliance terminates, rescinds, or otherwise cancels its Participation Agreement with a Participating Employer and returns payments, Credentialed Agent agrees to repay to Alliance the amount of compensation that it has received based upon the returned payments. If Credentialed Agent does not make that repayment within thirty (30) days written notice of returned payment, Alliance shall have the right to: (i) offset the amount to be refunded against any future compensation due under this Agreement; and/or (ii) terminate this Agreement, effective immediately; and/or (iii) invoice the Credential Agent the amount to be refunded.

No compensation shall be payable under this Agreement on any interest earned or due on any unpaid premium charges, late fees, reinstatement fees or other fees that Alliance may charge Participating Employers.

C. Reports and Audits

Each party agrees to allow the other party to audit all relevant books and records upon reasonable notice and during regular business hours. Each party is solely responsible for its own expenses in connection with conducting the audit.

Each Party shall make available to the other Party upon request, and permit such Party to copy, all relevant files and business records in connection with this Agreement, the Products, and sales activities undertaken pursuant to this Agreement.

D. Licenses, Appointments and Taxes

Credentialed Agent shall maintain its New York State life, accident and health insurance agent or broker licenses and Payor Appointments by each Payor during the term of this Agreement. Credentialed Agent shall notify Alliance immediately if it suffers termination, suspension or expiration of its license to engage in the health insurance business within the State of New York or of any of its Appointments.

Credentialed Agent warrants that it currently has and shall in the future obtain any and all licenses required by state or local laws or regulations and Payor Appointments required to perform the services contemplated by this Agreement. Credentialed Agent further acknowledges and agrees that Alliance will have no responsibility for Credentialed Agent's license, income, self-employment, unemployment and any and all other taxes, fees and levies upon their respective businesses. Credentialed Agent shall and hereby does indemnify and save harmless Alliance and Payors from all liability for same.

E. Miscellaneous

Alliance and Credentialed Agent shall comply with all federal, state and local laws and regulations applicable to their respective businesses. Credentialed Agent shall comply with Alliance's policies, procedures, rules and regulations which have been furnished to Credentialed Agent in performing its obligations hereunder.

All printed materials, applications, sales literature and other written material which Alliance may furnish to Credentialed Agent shall remain the property of Alliance, subject at all times to its control, and Credentialed Agent shall return all such materials to Alliance immediately upon request.

During the term of this Agreement and at all times thereafter Credentialed Agent shall not, directly or indirectly, disclose to any person or entity any confidential information which it has obtained by reason of its association with Alliance about the business of Alliance or Participating Employers covered through Alliance, nor shall Credentialed Agent use such information in any way that may adversely affect Alliance.

Credentialed Agent hereby represents and warrants to Alliance as follows:

- (i) There is no restriction or limitation, by reason of any law, regulation, contract, agreement or otherwise, upon Credentialed Agent's right or ability to enter into this Agreement or to fulfill its obligations hereunder.
- (ii) Credentialed Agent will comply with all applicable statutory and regulatory requirements, including but without limitation, licenses, certificates and permits required by the State of New York during the term of this Agreement. Credentialed Agent shall notify Alliance of any loss or suspension of its license. Credentialed Agent shall immediately on learning thereof, notify Alliance of any criminal, civil or administrative action involving Credentialed Agent.

- (iii) Credentialed Agent hereby warrants and represents that: (i) it has never suffered any loss, suspension or termination of any license issued by a federal, state or local government authority in connection with the sale of any type of health insurance; and (ii) has never suffered suspension or termination of the right to represent an insurance company for cause other than normal expiration of an agreement.

Alliance hereby represents and warrants to Credentialed Agent as follows:

- (iv) There is no restriction or limitation, by reason of any law, regulation, contract, agreement or otherwise, upon Alliance's right or ability to enter into this Agreement or to fulfill its obligations hereunder.
- (v) Alliance is in compliance with and will continue to comply with all applicable statutory and regulatory requirements related to its business, including but without limitation, licenses, certificates and permits required by the State of New York.

F. Insurance

Credentialed Agent shall maintain, at a minimum, errors and omissions insurance during the term of this Agreement in the amount of one million (\$1,000,000) dollars. Credentialed Agent warrants Alliance that such coverage is in force prior to the execution hereof, and shall provide evidence from time to time upon Alliance's request. Credentialed Agent shall notify Alliance immediately upon notice that such insurance is or will be reduced, modified, canceled or terminated.

II. GENERAL PROVISIONS

A. Term and Termination

The term of this Agreement shall be one year, commencing on the date set forth on the first page hereof. Unless sooner terminated in accordance with the provisions set forth below, this Agreement shall automatically renew for successive one-year term(s).

This Agreement may be terminated:

- (i) by either Party, at anytime, without cause, upon sixty (60) days written notice;

- (ii) by either Party on thirty (30) days written notice upon the failure of either Party to comply with any material term, condition or obligation of this Agreement and the failure of such Party to undertake substantial efforts to remedy the default within fifteen (15) days after the non-defaulting Party shall have given written notice thereof to the non-performing Party, or such other longer period of time as in the opinion of the non-defaulting Party shall be reasonable under the circumstances;
- (iii) by either Party immediately upon determination by a court of law or administrative body having jurisdiction over one or both of the Parties, that the performance of obligations or the exercise of rights hereunder is illegal, or violates any law or regulation which may be enacted subsequent to the date hereof, or any interpretation of any existing law or regulation, or violates any existing agreement with a third party or any rule or guideline promulgated pursuant to such agreement, and such disability results in a material adverse effect on the Agreement. No such right to terminate this Agreement shall arise unless and until the Party desiring such termination shall make all reasonable efforts to cure the illegality or violation in question and to suggest reasonable and appropriate amendments or modifications to this Agreement so as to permit performance hereunder without effecting the illegality or violation in question;
- (iv) by either Party immediately upon written notice, if the other Party is unable to pay its debts, files or has filed against it a petition in bankruptcy, commences or has commenced against it any other insolvency proceedings which are not dismissed within forty-five (45) days or seeks reorganization or an arrangement with creditors;
- (v) By the Alliance immediately upon a change of ownership and control of Credentialed Agent or a merger of Credentialed Agent with any other entity; or
- (vi) No waiver of any breach of any provision of this Agreement shall be deemed a waiver of any subsequent breach of the same or a breach of any other provision of this Agreement.

Termination of this Agreement shall in no way affect the terms and conditions of any Participating Agreement issued during the term of this Agreement.

Neither Party shall incur any liability to the other by reason of the expiration or termination of this Agreement or its non-renewal, provided, however, that the termination of this Agreement for any reason shall not terminate any rights, obligations or liabilities which either Party may accrue prior to such termination which, under the terms of this Agreement, continue after such termination.

At Alliance's request, after termination, Credentialed Agent agrees to continue to provide administrative and account support services until such time as Alliance, or its designee, assume the administrative and account support services responsibilities. Credentialed Agent further agrees that it shall cooperate with Alliance to assure an orderly transition of administrative and account support services to Alliance or its designee.

On the effective date of any termination, compensation to the Credentialed Agent shall cease.

B. Indemnification

Credentialed Agent shall indemnify, defend and hold Alliance, its administrative agent and Payors and their directors, officers, employees, agents and affiliated companies harmless from and against any and all claims, suits, demands, liabilities, costs, damages and expenses whatsoever, including reasonable attorney's fees, arising from or related in any way to: (i) any and all services rendered hereunder by Credentialed Agent, its officers, directors, employees, and independent contractors, or any omission with respect to such services; (ii) any unauthorized warranties made by Credentialed Agent, its officers, directors, employees or independent contractors with respect to the Products, whether express or implied; (iii) any breach by Credentialed Agent, its officers, directors, employees or independent contractors of its agreements, obligations, representations and warranties hereunder; and (iv) any violation by Credentialed Agent, its officers, directors, employees or independent contractors of federal, state or local laws or regulations or other requirements. This section shall survive termination of the agreement.

Alliance shall indemnify, defend and hold Credentialed Agent and its directors, officers, employees, and agents harmless from and against any and all claims, suits, demands, liabilities, costs, damages and expenses whatsoever, including reasonable attorney's fees, arising from or related in any way to: (i) any and all services rendered hereunder by Alliance, its officers, directors, employees, and independent contractors, or any omission with respect to such services; (ii) any unauthorized warranties made by Alliance, its officers, directors, employees or independent contractors with respect to the Products, whether express or implied; (iii) any breach by Alliance, its officers, directors, employees or independent contractors of its agreements, obligations, representations and warranties hereunder; and (iv) any violation by Alliance, its officers, directors, employees or independent contractors of federal, state or local laws or regulations or other requirements.

This section shall survive termination of the agreement.

C. Intellectual Property

In no event shall either Party use the name, trademark, service mark, logo and other proprietary designation of the other in any way without the prior written consent of the other Party.

Each Party agrees to submit to the other, for its prior written approval, all materials in connection with the subject matter of this Agreement which name or refer to the other, its products or use its symbol, trademarks or service marks.

Upon termination of this Agreement, Alliance and Credentialed Agent shall cease to use one another's name, symbol, trademarks, service marks and/or any other proprietary designation in any of their activities in connection with this Agreement and each shall promptly return to the other all internal documents, materials and items furnished in connection with this Agreement, with the exception of records which must be maintained pursuant to law or regulation.

D. Confidentiality; Proprietary Information

In performing its obligations pursuant to this Agreement, each Party may have access and receive certain non-public information about the other and its affiliates including, not limited to, product marketing philosophy, telemarketing design and service, product advantages and disadvantages, financial, demographic and actuarial information, eligibility guidelines, internal policies concerning enrollment, billing and other information and/or proprietary materials which are considered confidential or proprietary to the disclosing Party. This section is not intended to grant the parties rights to confidential information, but to circumscribe the use that the parties may make of any information to which they have access. Additionally, Credentialed Agent may have access to or receive confidential information about Enrollees. All such information shall also be considered to be confidential by Credentialed Agent and shall not be disclosed to entities or persons not a party to this Agreement unless required by law.

Each Party hereto agrees to and shall maintain the confidentiality of all such confidential and/or proprietary information and shall not disclose the same to any third party, except as may be required by law or court order, and shall not use such confidential and/or proprietary information for any reason other than the fulfillment of its obligation hereunder, for the term of the Agreement and thereafter.

Each Party shall retain all ownership rights to its confidential and/or proprietary information.

Each Party recognizes that any breach or violation of this section may result in irreparable harm to the non-breaching party; each Party agrees that, in addition to any and all other remedies available, the non-breaching party shall be entitled to

an injunction restraining the breaching party and any related person(s) from violating this section.

E. Solicitation of Employees

Each Party agrees that during the term of this Agreement, including any renewals, and for a period of one (1) year following the termination of the Agreement, it will not employ or contract with any individual who has been employed by or affiliated with the other Party within the preceding twelve (12) months, without the prior written consent of that party.

F. Notices

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent via telecopy, overnight courier or certified mail, return receipt requested:

to Alliance: **NEW YORK HEALTH PURCHASING ALLIANCE, INC.**
80 Pine Street, 29th FL
New York, New York 10005
Attn: President & CEO

to Credentialed Agent: address shown on the signature page

Notice shall be effective in the case of telecopy, when sent; overnight courier service, the day delivered; and certified mail, seven (7) days after letter is deposited, postage prepaid, in a United States post office depository.

G. Governing Law

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York. In the event that one or more of the provisions herein shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforcement of the remaining provisions shall not be affected or impaired. This Agreement shall automatically be deemed amended to comply with all applicable laws and regulations.

H. Assignment

Alliance has delegated some of its responsibilities hereunder to a chosen administrative agent. Alliance reserves the right to assign, delegate, subcontract, or otherwise transfer its rights, obligations and/or interests under this Agreement to a different administrative agent and to Payors. Other than the foregoing exceptions and the exception set forth in **Section I(A)(2)** of this Agreement, neither Party may assign, delegate, subcontract, or otherwise transfer its rights, obligations and/or interests arising under this Agreement without the prior written consent of the other Party which consent shall not be unreasonably withheld.

I. Waiver and Remedies

No failure to exercise and no delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided for herein are cumulative and not exclusive of any rights or remedies provided by law.

J. Relationship as Independent Contractors

It is understood and agreed that the Parties shall have no authority to make a representation, warranty or binding commitment on behalf of the other Party, except expressly provided in this Agreement. Alliance and Credentialed Agent are independent contractors contracting with each other for the purpose of effecting the provisions of the Agreement. Neither the relationship of the Parties nor their performance of any obligations under this Agreement shall render the Parties partners or joint venturers.

K. Headings

The headings of sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(The balance of this page is intentionally blank.)

L. Entire Agreement, Modification, Waiver

This Agreement, and the Exhibits annexed hereto, constitute the entire agreement and understanding between and among the Parties hereto and supersedes all prior agreements and understandings relating to the subject matter of this Agreement. Neither Agreement nor any provision hereof may be changed, waived, discharged or terminated orally but only by writing signed by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this _____ day of _____, 201__.

CREDENTIALIAED AGENT

**NEW YORK HEALTH PURCHASING
ALLIANCE INC.**

(SIGNATURE)

Vincent C. Ashton, President & CEO

(PRINT NAME)

(DATE)

(AGENCY – IF APPLICABLE)

HEALTHPASS INSURANCE TRUST

(STREET ADDRESS)

(CITY, STATE ZIP)

Vincent C. Ashton, President & CEO

(DATE)

(DATE)

EXHIBIT A

COMPENSATION

Credentialed Agent Compensation Schedule

All commissions are paid by the Alliance on behalf of the carriers and partners. Compensation is payable on insurance products and services only. Fees are not eligible for compensation.

Medical Products - All Medical lines of business follow the direct commission structure of the carriers.

Healthfirst	4%
Oscar	4%
Oxford	3.75%

Dental & Vision Products

Guardian	7%
Solstice	7%

EverGuard Products (bundled Term Life, AD&D and LTD)

Guardian	13%
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Accident Product

Guardian	7%
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ID Theft Products

InfoArmor	10%
LifeLock	10%

Changes of Compensation

The above compensation schedule is subject to a prospective change at any time, unless otherwise required by state or federal law or regulators or by a Payor.

Additional Fee Program(s)

The Alliance, on its own or in conjunction with the carriers and partners, may institute additional fee programs to compensate agents for services performed above and beyond sales. Any such program may be modified, suspended or withdrawn at any time.



Broker of Record Letters

To change the broker of record (BOR) on an existing HealthPass group, a broker of record letter must be completed and sent under the following guidelines:

- 1) The letter must be on the company's business letterhead as named in the portal.
- 2) An authorized officer of the company must sign the BOR letter.
- 3) The current HealthPass Group # must be provided.
- 4) The new broker's name and their HealthPass broker ID #* must be included.

Please send the completed/required documents to your General Agent.

If you do not work with a General Agent, please send the documents to:

Email: sales@healthpassny.com

Fax: 212-252-7448

Mail: HealthPass Licensing
80 Pine Street, 29th Floor
New York, NY 10005

Please note: Compensation will be paid on BOR changes beginning the 1st of the month following the processing of the completed BOR letter. Future commission statements will be mailed on or about the 15th of the month and will be based on full premium received through the 5th of the month.

We appreciate your cooperation and look forward to working with you.

* Brokers who are not currently credentialed with HealthPass must submit the proper credentialing documentation before compensation can be paid. Please refer to the Agent/Broker Credentialing Procedure document for further details.