



Gateway Insurance Marketing, Inc.

P. O. Box 550
Stockton, MO 65785

Wats: 1.800.368.6711
417.276.4400

Fax: 800.553.6440
email: gatewayi@ipa.net

ANTHEM BCBS OF KENTUCKY CONTRACTING INSTRUCTIONS

(PLEASE FOLLOW CAREFULLY)

1. Please print the following contract.
2. Complete the MedLink Agent Profile completely.
3. Date, fill out, and sign the Independent Agent Agreement
4. Date, fill out, and sign the First Admendment To Independent Agent Agreement page
(By is where you sign, Its being your title)
5. Please fax the following to 800-553-6440:
 - The completed, entire contract (7 pages not including this page)
 - A copy of your CURRENT health and life insurance license.

FAX TO:

Gateway Insurance Marketing
Attn: BCBC Kentucky Contracting
800-553-6440

If you have any questions about this process, or Anthem BlueCross/BlueShield of Kentucky products, please call Gateway at 800-979-6711, or send email to damiengs@ipa.net

Thanks,

Gateway Insurance Marketing Team,

MedLink Agent Profile

Commissions to be paid to:

- Individual - Social Security #: _____
- Corporation - Tax ID #: _____
- Other (Explain): _____

Primary Companies Represented

- 1.) _____
- 2.) _____
- 3.) _____

Resident License Number and State:

State: _____ License No: _____

Business Information:

Business Name _____

Agent Name _____ E-Mail _____

Address/P.O. Box: _____

Street Address for UPS: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Home Information:

Address: _____

City: _____ State: _____ Zip _____

Telephone _____ Birthdate _____

INDEPENDENT AGENT AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 200__, by and between:

MedLink, Incorporated, a Kentucky Corporation, 11902 Brinley Avenue, Suite 100, Louisville, Kentucky 40243, hereinafter referred to as the "Company"; and

_____, _____, _____ hereinafter referred to as the "Independent Agent";

W I T N E S S E T H:

WHEREAS, the Company is the Managing General Agent for Anthem Health Plans of Kentucky, Inc. with respect to the solicitation in the wholesale market for new and renewal applications for health insurance/health maintenance organization contracts and riders (herein the "Anthem Policies") underwritten by Anthem and the Company also acts as a broker/agent with respect to the placement of life and health insurance contracts with other insurance carriers and underwriters (herein the "Other Carriers"), and

WHEREAS, the parties desire to enter into an agreement whereby the Independent Agent will be appointed as an authorized agent to market and sell the Anthem Policies and insurance contracts issued by Other Carriers.

NOW, THEREFORE, in consideration of their mutual promises and agreements, the parties agree as follows:

1. Appointment. The Company hereby appoints the Independent Agent as its non-exclusive agent and representative to market, promote and sell the Anthem Policies as well as life and health insurance contracts issued by Other Carriers.

2. Promotional Materials. The Company shall provide the Independent Agent with reasonable quantities of advertising and promotional materials as may be published from time to time by the Company, Anthem or Other Carriers relating to the Anthem Policies and products offered by Other Carriers.

3. Placement of Business. The Independent Agent shall follow the guidelines, procedures and policies of the Company, and of Anthem and the Other Carriers, where appropriate, regarding the placement of the Anthem Policies or contracts issued by Other Carriers for the benefit of the Independent Agent's customers and clients.

4. Relationship. The Independent Agent is an independent contractor and is not an employee, servant, partner or joint venturer of the Company. The Independent Agent shall hire its own employees necessary to perform the work required by the Independent Agent under this Agreement. The Company is not

responsible for paying compensation to the Independent Agent's employees or for withholding taxes on such compensation. The Company shall not withhold FICA or taxes of any kind from any payments which it owes the Independent Agent. Neither the Independent Agent nor its employees shall be entitled to receive any benefits which employees of the Company are entitled to receive and shall not be entitled to worker's compensation, unemployment compensation, medical insurance, life insurance, paid vacations, pension, profit-sharing or social security from the Company.

5. Term. This Agreement shall continue in full force and be in effect for an initial term of one (1) year from the date hereof and then, if agreed by both parties after the initial term, shall continue in such full force for a successive period of one (1) year thereafter.

6. Covenants. The Independent Agent shall, in addition to all other duties and obligations provided herein:

- (a) Remit to the Company the portion of any commissions paid to the Independent Agent related to premiums returned or refunded by the Company, Anthem or Other Carriers;
- (b) Maintain errors and omissions insurance coverage with policy limits of not less than \$1,000,000.00;
- (c) Permit the Company, or Anthem or Other Carriers, as the case may be, to withhold and deduct from commissions payable to the Independent Agent any indebtedness due from the Independent Agent to the Company, Anthem or Other Carriers, as the case may be;
- (d) Act as a fiduciary by holding in trust, as property of the Company, all premiums or other monies collected or received by the Independent Agent for the Anthem Policies or contracts issued by Other Carriers, and remit completed applications and premiums to the Company immediately upon receipt (and never later than seven (7) days after receipt).

7. Materials; Customer Records. All books, records, files, forms, reports, accounts, and documents relating in any manner to the Anthem Policies or other contracts issued by Other Carriers, whether prepared by the Independent Agent or the Company or anyone else, shall be the exclusive property of the Company and shall be returned to the Company at the Company's request at any time.

8. Commissions. The Independent Agent shall be paid, as full compensation for its services, a commission in accordance with the Anthem Commission Schedule and Other Carrier Commission Schedule attached hereto and incorporated by reference herein. Commissions shall be earned by the Independent Agent upon receipt by the Company from Anthem or the Other Carrier and shall be

paid to the Independent Agent on or before thirty (30) days following the date of receipt by the Company. Deductions from commissions will be made in accordance with the policies as determined, and in effect from time to time, by the Company. A report of the commissions paid shall be provided to the Independent Agent on a monthly basis.

9. License. The Independent Agent covenants, represents and warrants that it holds any and all permits, licenses, authorizations and approvals required to lawfully participate in the marketing, sale and placement of the Anthem Policies, contracts issued by Other Carriers and any ancillary insurance contracts.

10. Termination. This Agreement may be terminated by the Independent Agent or Company forthwith:

- (a) If the Independent Agent becomes insolvent, claims bankruptcy, or otherwise institutes legal action requesting a liquidation and/or a winding up of its business affairs except for the purpose of reorganization;
- (b) If the Independent Agent or Company purports to assign or change the benefits of this Agreement without the written consent of the other;
- (c) If the Independent Agent or Company commits any breach of this Agreement;
- (d) Upon mutual agreement by the parties hereto;
- (e) By either party, by giving at least thirty (30) days advance written notice to the other.

11. Indemnification.

(a) The Independent Agent hereby agrees to defend, indemnify and hold harmless the Company against any and all damages, losses, expenses, costs, claims, judgments and liabilities arising from or in connection with the Independent Agent's performance under this Agreement or conditions created thereby, or based upon violation of any statute, ordinance, regulation or other law by the Independent Agent.

(b) The Company hereby agrees to defend, indemnify, and hold harmless the Independent Agent against any and all damages, losses, expenses, costs, claims, judgments and liabilities arising from or in connection with the Company's performance of this Agreement, or based upon violation of any statute, ordinance, regulation or any other law by the Company.

12. The Independent Agent may not assign this Agreement in whole or in part and may not appoint a subagent without the prior written consent of the Company.

13. All notices required to be served shall be deemed to have been effectively served if left or sent by registered mail to the office of the Company or Independent Agent, and the date of notice shall be the date the notice was served.

14. This Agreement is the entire agreement between the Company and the Independent Agent and may not be changed except in writing signed by both parties.

15. This Agreement shall be governed by the laws of the Commonwealth of Kentucky in all respects, and the proper court for venue shall be that of the Jefferson Circuit Court, Jefferson County, Kentucky.

16. The failure of the Company to enforce at any time the provisions, rights or options of this Agreement shall in no way affect the validity of this Agreement, or the right of the Company thereafter to enforce each and every provision thereof.

IN WITNESS WHEREOF, our signatures the day and year first above written.

"INDEPENDENT AGENT"

BY: _____

"COMPANY"

MEDLINK, INCORPORATED

BY: _____

**FIRST AMENDMENT TO INDEPENDENT
AGENT AGREEMENT**

This First Amendment to Independent Agent Agreement is made effective this _____ day of _____, 200__ between Medlink, Incorporated, a Kentucky corporation ("Medlink"), and _____ ("Agent").

RECITALS:

A. Medlink and Agent have previously entered into a certain Independent Agent Agreement (the "Agent Agreement") appointing the Agent as an agent to market and sell certain insurance contracts including Anthem Policies, as that term is defined in the Agreement, issued by Anthem Health Plans of Kentucky, Inc. ("Anthem"), and contracts for life and health insurance with other carriers and underwriters ("Other Carriers").

B. Pursuant to the Agent Agreement, Agent is required to follow the guidelines, procedures and policies of Medlink and Anthem.

C. As Managing General Agent for Anthem with respect to the marketing and sale of Anthem policies and in order to maintain its relationship with Anthem as Managing General Agent, Medlink has been required to execute and deliver to Anthem a certain Business Associate Agreement, a true copy of which is attached hereto as Exhibit "A" and incorporated by reference herein (the "Business Associate Agreement").

D. The purpose of the Business Associate Agreement is to comply with the patient privacy and security rule under the Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder (the "Act").

E. Pursuant to the Business Associate Agreement, Medlink is required to provide reasonable assurance in the form of a written agreement that Medlink's agents, such as Agent, will comply with the privacy and security obligations as imposed upon Medlink under the terms of the Act and the terms of the Business Associate Agreement.

F. It is anticipated that Medlink will be required to execute and deliver agreements with Other Carriers similar to the Business Associate Agreement, which will require that Medlink obtain written assurance that Agent will comply with the privacy and security obligations under the Act ("Other Carrier Agreements").

G. The parties desire to amend the Agent Agreement in order to (i) comply with the requirements of the Act and the Business Associate Agreement concerning the Agent as a subcontractor or agent of Medlink, and (ii) maintain their relationship with respect to the marketing and sale of the Anthem Policies, and contracts issued by Other Carriers.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

1. Privacy of Protected Health Information. Agent is permitted or required to use or disclose Protected Health Information, as defined in the Act, it creates or receives for or from Medlink or Anthem to the same extent provided in Section A., 1. of the Business Associate Agreement. In addition, Agent agrees to comply with the provisions of section A., 2., 3. and 4. of the Business Associate Agreement.

2. Compliance. With respect to Protected Health Information used or disclosed by Agent in the exercise of its rights and the performance of its duties under the Agent Agreement, Agent agrees to comply with each and every obligation imposed upon Medlink under the terms of the Business Associate Agreement and further agrees to take all steps and perform such acts as are required to be taken or performed under the provisions of the Act and the Business Associate Agreement. Further, with respect to Protected Health Information it uses or discloses under the terms of the Agent Agreement in connection with the sale of Anthem Policies, Agent shall be responsible for compliance with the terms of the Business Associate Agreement as if an original signatory thereto.

3. Obligations Upon Termination. Upon termination of the Agent Agreement, Agent shall fully comply with the "Broker/Producer" obligations set forth in Section E. of the Business Associate Agreement concerning (i) the return or destruction of Protected Health Information and (ii) continuing privacy.

4. Indemnity. Agent will indemnify Medlink against and will hold Medlink harmless from any claim, cause of action, liability, damage, cost or expense, including attorney's fees and court or proceeding costs, arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information or other breach of this First Amendment by agent.

5. Other Carrier Agreements. By its execution and delivery hereof, Agent acknowledges and agrees that, with respect to Protected Health Information used or disclosed by Agent regarding business with Other Carriers, it obligated to comply with the privacy and security obligations of the Act to the same extent as Medlink may be pursuant to any Other Carrier Agreements.

6. Counterpart Execution. This First Amendment may be executed by the parties in one or more counterparts, without the necessity of all signatures appearing on the same counterpart, and such counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Medlink and Agent execute this First Amendent intending to be bound effective the date first above written.

"MEDLINK"

MEDLINK, INC.

By: _____
Randy McDevitt, President

"AGENT"

[Insert Company Name]

By: _____

Its: _____