

**NOTICE OF AMENDMENT OF THE
UNITEDHEALTHCARE AGENT / AGENCY AGREEMENT AND
TERMINATION OF THE EXISTING PACIFICARE PRODUCER AGREEMENT**

UnitedHealthcare is sending you this notice to remind you that the Agent/Agency Agreement you entered into with UnitedHealthcare supercedes and replaces your Producer Agreement with PacifiCare. As such, your PacifiCare Producer Agreement is now terminated.

In addition, UnitedHealthcare is sending you this notice to notify you that consistent with Section 14 of our Agent/Agency Agreement, that we are amending our Agent/Agency Agreement with you as follows:

AMENDMENT TO THE AGENT / AGENCY AGREEMENT

This Amendment to the Agent/Agency Agreement ("Agreement") made by and between UnitedHealthcare Insurance Company on behalf of itself and its Affiliates, ("United") as Covered Entity, and Agent (also referred to herein as "Business Associate") to incorporate the business associate obligations set forth in Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§17921-17954, and all implementing regulations (collectively, "ARRA").

Amendment Effective Date: February 17, 2010

Unless otherwise specified in this Amendment, all capitalized terms used in this Amendment not otherwise defined in this Amendment or the Agreement have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "HIPAA") and ARRA, as each is amended from time to time. To the extent a term is defined in both the Agreement and in this Amendment, HIPAA or ARRA, the definition in this Amendment, HIPAA or ARRA shall govern.

The Agreement is amended on the date shown above by adding the following as a new subsection (k) in Section 2.10, regarding Protection of Private Information:

(k) ARRA Amendment.

(1) Definitions. Unless otherwise specified in this Amendment, all capitalized terms used in this Amendment not otherwise defined in this Amendment or the Agreement have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "**HIPAA**") and ARRA, as each is amended from time to time. To the extent a term is defined in both the Agreement and in this Amendment, HIPAA or ARRA, the definition in this Amendment, HIPAA or ARRA shall govern. "**Breach**" shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI

as defined, and subject to the exceptions set forth, in 45 C.F.R. 164.402.

“Compliance Date” shall mean, in each case, the date by which compliance is required under ARRA and/or its implementing regulations, as applicable; provided that, in any case for which that date occurs prior to the Amendment Effective Date, the Compliance Date shall mean the Amendment Effective Date.

“Affiliate”, for purposes of this Amendment, shall mean any entity that is a subsidiary of UnitedHealth Group. **“Services”** shall mean, to the extent and only to the extent they involve the creation, use or disclosure of PHI, the services provided by Business Associate to Covered Entity under the Agreement, as amended by written agreement of the Parties from time to time. All references in this Amendment to ARRA shall be deemed to include all associated implementing regulations, when and as each is effective.

(2) Agent’s Obligations. With regard to its use and/or disclosure of PHI, as of the respective Compliance Date of each referenced obligation, Business Associate agrees to: (a) comply with the HIPAA Security Rule requirements in accordance with 42 U.S.C. § 17931; (b) without unreasonable delay, and in any event on or before 48 hours after its Discovery by Business Associate, notify Covered Entity of any incident that involves an unauthorized acquisition, access, use, or disclosure of PHI, even if Business Associate believes the incident will not rise to the level of a Breach, including in the notification, to the extent possible, and supplement the notification on an ongoing basis with: (i) the identification of all individuals whose Unsecured PHI was or is believed to have been involved, (ii) all other information reasonably requested by Covered Entity to enable Covered Entity to perform and document a risk assessment in accordance with 45 C.F.R. Part 164 subpart D with respect to the incident to determine whether a Breach of Unsecured PHI occurred, and (iii) all other information reasonably necessary to provide notice to individuals, HHS and/or the media, all in accordance with the data breach notification requirements set forth in 42 U.S.C. § 17932 and 45 C.F.R. Parts 160 & 164 subparts A, D, & E as of their respective Compliance Dates. Notwithstanding the foregoing, in Covered Entity’s sole discretion and in accordance with its directions, Business Associate shall conduct, or pay the costs of conducting, an investigation of any incident required to be reported under this Section 2(b) and shall provide and/or pay the costs of providing, the required notices as set forth in this Section 2(b); (c) request, use and/or disclose only the minimum amount of PHI necessary to accomplish the permitted purpose of the request, use or disclosure; provided, that Business Associate shall comply with 42 U.S.C. § 17935(b); and (d) comply in all respects with all its other obligations in accordance with ARRA, including without limitation, 42 U.S.C. §§ 17934(b), 17935(c), (d) & (e), and 17936(a) & (b).

(3) Miscellaneous. Any other provision of the Agreement that is directly contradictory to one or more terms of this Amendment shall be superseded by the terms of this Amendment. The terms of this Amendment to the extent they are unclear shall be construed to allow for compliance by Covered Entity and

Business Associate with HIPAA and ARRA. This Amendment will not affect any of the terms, provisions or conditions of the Agreement except as stated herein.