

SERVICES AGREEMENT

This **SERVICES AGREEMENT** (hereinafter the "**Agreement**") effective December 31, 2010 (the "Effective Date), is by and between Humana Insurance Company a Wisconsin corporation (hereinafter the "**Company**"), Humana Health Plan, Inc., a Kentucky corporation (hereinafter the "**Service Provider**," and Humana Inc., a Delaware corporation (hereinafter the "**Repository**").

WITNESSETH:

WHEREAS, Service Provider desires to furnish its health care management/service expertise to Company; and

WHEREAS, Company desires to obtain the benefits of Service Provider's expertise as aforesaid.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and of other good valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Service Provider shall furnish to Company the services listed on Schedule "A" in consideration for the payment described on Schedule "B".
2. Payment by Company shall be due and owing for services rendered by Service Provider hereunder as of the date of presentation of an invoice for such services. Company shall be prohibited from advancing funds to Service Provider except as payment for services rendered by Service Provider as provided hereunder.
3. In the performance of the work, duties, and obligations devolving upon each of the parties to this Agreement and in regard to any services rendered or performed, it is mutually understood and agreed that Service Provider and Company are at all times acting and performing as an independent contractor of each other; that no party shall have or exercise any control or direction over the method by which any other party shall perform such work or render or perform such services and functions. No work, act, commission, or omission of any party, or its agents, servants, or employees pursuant to the terms and conditions of this Agreement shall make or render either Service Provider or Company an agent, servant, or employee of, or joint venturer with any other. The Company will maintain oversight for services provided to the Company by Service Provider, and the Company will monitor such services at least annually for quality assurance.
4. Each of the parties to this Agreement shall comply with and are subject to all applicable Medicare program rules and regulations as implemented and as amended by the Centers for Medicare and Medicaid Services ("CMS"), including without limitation the right of federal and state regulatory agencies to audit a party's operations, books and records and other documentation related to any obligation of a party under the Agreement, as well as all other federal and state laws, rules and regulations applicable to individuals and entities receiving federal funds, including without limitation

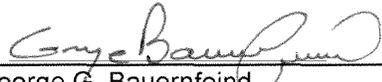
Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, The Americans With Disabilities Act and The Rehabilitation Act of 1973, and the requirements of the National Association of Insurance Commissioners (“NAIC”) Accounting Practices and Procedures Manual. Each party hereto acknowledges and agrees to retain all contracts, books and records, documents, papers, and other records related to the provision of administrative services under this Agreement for a period of not less than six (6) years from: (i) each successive December 31; or (ii) the end of the applicable contract period between Humana and CMS; or (iii) from the date of completion of any audit, whichever is later. For the avoidance of doubt, the terms “books and records” as used in this Agreement shall include all books and records developed or maintained under or related to this Agreement. All books and records of the Company are and shall be the property of the Company and subject to the control of the Company. All funds and invested assets of the Company are the exclusive property of the Company, held for the benefit of the Company and subject to the control of the Company.

5. This Agreement is entered into by and between the parties signatory to it and for their benefit. There is no intent by any party to create or establish third party beneficiary status or rights or their equivalent in any other party, and no such third party shall have any right to enforce any right or enjoy any benefits created or established under this Agreement.
6. This Agreement shall be in effect for a period of one (1) year commencing with the Effective Date.
7. This Agreement shall automatically and without further notice by any party renew for additional periods of one (1) year, unless notice is given of non-renewal by any party to the other parties at least ninety (90) days prior to the end of the then current term. The renewal periods will commence with the anniversary of the commencement date set forth above.
8. Service Provider agrees to indemnify the Company from any and all liability, loss or damage that the Company may suffer as a result of gross negligence or willful misconduct on the part of such Service Provider in the performance of its obligations hereunder.
9. This Agreement may be terminated at any time by mutual written consent of the parties and without the consent of or notice to any third party, or it may be terminated as otherwise permitted herein. Notwithstanding any other term or provision of this Agreement, any party may terminate this Agreement with or without cause at any time upon ninety (90) days prior written notice to the other parties. This Agreement may also be terminated by the Department of Insurance or equivalent regulatory agency of any of the parties' domestic states.
10. Service Provider shall have no automatic right to terminate this Agreement if the Company is placed in receivership or seized by the Insurance Commissioner or equivalent regulator (the “Commissioner”) pursuant to the applicable state receivership act. If the Company is placed in receivership or seized by the Commissioner under applicable state receivership laws:
 - a. all of the rights of the Company hereunder shall extend to the receiver or Commissioner, as applicable;

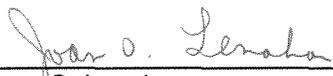
- b. all books and records of the Company will be made available to the receiver or the Commissioner, as applicable, immediately upon request by the receiver or Commissioner, as applicable; and
 - c. Service Provider will continue to maintain any systems, programs or other infrastructure pertinent to this Agreement, and will make them available to the receiver or the Commissioner, as applicable, for so long as such Service Provider continues to receive timely payment from the Company for services rendered under this Agreement.
- 11. This Agreement may not be assigned by any party without the prior written consent of the other parties.
- 12. The provisions of this Agreement and obligations arising hereunder shall extend to and be binding upon and inure to the benefit of the executors, administrators, successors, and assigns of each of the parties hereto.
- 13. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and may be personally delivered or sent by registered or certified mail in the United States Postal Service, return receipt requested, postage prepaid, to the mailing addresses as follows:
 - a. To Service Provider at the following address:
500 West Main Street
Louisville, Kentucky 40202
ATTENTION: Corporate Secretary
 - b. To Company at the following address:
500 West Main Street
Louisville, Kentucky 40202
ATTENTION: Corporate Secretary
 - c. To Repository at the following address:
500 West Main Street
Louisville, Kentucky 40202
ATTENTION: Corporate Secretary
- 14. The following Schedules are incorporated by this reference into this Agreement stated below:
 - Schedule A
 - Schedule B
 - Schedule C
- 15. This Agreement, including the Schedules attached hereto and incorporated herein, contains the entire agreement between the parties relating to the rights granted and the obligations assumed by this Agreement. Any prior agreements, promises, negotiations, or representations relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.
- 16. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first set forth above.

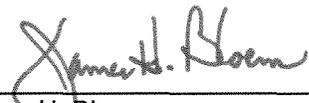
"COMPANY"

BY: 
George G. Bauernfeind
ITS: Vice President

"SERVICE PROVIDER"

BY: 
Joan O. Lenahan
ITS: Vice President & Corporate Secretary

"REPOSITORY"

BY: 
James H. Bloem
ITS: Senior Vice President, Chief Financial Officer
& Treasurer

SCHEDULE A

Part I **The following costs are direct Company costs that will be incurred by Service Provider on behalf of the Company and will be charged to the Company at actual cost.**

X Report required Federal and State tax withholdings for third party disability payments to individuals. Year end reporting and filing to be completed as needed on federal and state levels.

SCHEDULE B

PART I Company will be subject to a maximum of 15% of premium, plus a maximum of \$26 per member per month for ASO membership if applicable, for the services provided in parts II and III of Schedule A above. Payments under this agreement will not be subject to interest accruing to the Company or any Service Provider.

Settlement of the current month's Schedule A costs under this service agreement shall occur during the same month based on an estimate. The monthly estimate will be prepared by the Service Providers' treasury department based upon average monthly activity plus any additional expected activity. These estimated amounts will be paid throughout the month, based on cash flow and liquidity of the company.

A final settlement of any residual activity will occur not less frequently than on a quarterly basis. The quarterly settlement, for the preceding calendar quarter, will occur by the end of the month in the months of March, May, August and November. Payment will be made upon presentation of an invoice for the balance due. The activity and invoice will be supported by a monthly summary statement.

PART II Repository shall collect monies due Company in the operation of its business. Repository shall disperse and collect such monies, as required, in accordance with this Service Agreement and state and federal laws, rules and regulations. Repository shall have the right to offset amounts payable to or receivable from Company and Service Provider. In addition, Repository shall perform any necessary banking and accounting administrative duties to accomplish the aforementioned activities.

SCHEDULE C

This Schedule C relates specifically to Medicare Advantage products and plans and to Medicare Prescription Drug Plan products and plans.

1. Medicare Advantage. These provisions relate specifically to Medicare Advantage products and plans. In the event that any of the terms and conditions of the Agreement relating to Medicare Advantage products and plans conflict with any of the terms and conditions of this Addendum, the terms and conditions of this Addendum shall govern.
 - (a) Notwithstanding any relationship between the parties established pursuant to this Agreement, the Company shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its Medicare Advantage contract ("**MA contract**") with Centers for Medicare and Medicaid Services ("**CMS**").
 - (b) All services or other activities performed by Service Provider shall be consistent and comply with the Company's contractual obligations under its MA contract.
 - (c) The Company and Service Provider agree to comply with all applicable federal laws, regulations, and CMS instructions.
 - (d) The Company and Service Provider shall grant Health and Human Services ("**HHS**"), the Comptroller General, or their designees, the right to audit, evaluate, and inspect any books, contracts, records including medical records, and documentation of Service Provider involving transactions related to the Company's MA contract with CMS. This right to inspect, evaluate and audit any pertinent information for any particular contract period shall exist through 10 years from the final date of the contract period between the Company and CMS or from the date of completion of any audit, whichever is later.
 - (e) Service Provider agrees to produce to the Company, upon request by CMS or its designees, any books, contracts, records, including any medical records and documentation of the Company, relating to the MA program, for the Company to provide to CMS.
 - (f) The Company and Service Provider agree to make available any books, contracts, records and documentation that pertain to any aspect of services performed, reconciliation of benefit liabilities, and determination of amounts payable under the Company's MA contract, or as the HHS Secretary may deem necessary to enforce the MA contract.
 - (g) The Company and Service Provider agree to: (i) abide by all federal and state laws regarding confidentiality, privacy, security and disclosure of medical records or other health and enrollment information, (ii) ensure that medical information is released only in accordance with applicable state or federal law, or pursuant to court orders or subpoenas, (iii) maintain all Medicare member records and information in an accurate and timely manner, and (iv) allow timely access by Medicare members to the records and information that pertain to them.
 - (h) Service Provider is prohibited from holding MA members liable for payment of any fees that are the responsibility of the Company.
 - (i) The Company and Service Provider agree that the Company's activities or responsibilities under the MA contract that are delegated to Service Provider shall be contained in written arrangements in accordance with the following requirements:
 - (1) The parties will enter into written arrangements that specify the delegated activities and reporting responsibilities;
 - (2) The Company shall have the right to revoke the delegation activities and reporting requirements or specify other remedies in instances where CMS or the Company determine that Service Provider has not performed satisfactorily;

- (3) The parties will enter into written arrangements that specify that Service Provider's performance is monitored by the Company on an ongoing basis;
 - (4) The parties will enter into written arrangements that specify either:
 - (A) The credentials of medical professionals affiliated with Service Provider, if any, will be either reviewed by the Company; or
 - (B) The credentialing process will be reviewed and approved by the Company and the Company will audit the credentialing process on an ongoing basis.
 - (5) Service Provider agrees to comply with all applicable federal laws, regulations, and CMS instructions.
- (j) The Company and Service Provider agree that if the Company delegates to Service Provider the selection of its prescription drug providers, the Company shall retain the right to approve, suspend, or terminate any such arrangement.
- (k) The Company and Service Provider agree that if Service Provider will establish the pharmacy network or select pharmacies to be included in the network:
- (1) payments to such pharmacies (other than long-term care and mail order pharmacies) shall be issued, mailed or otherwise transmitted with respect to all clean claims submitted by or on behalf of pharmacies within (i) 14 days for electronic claims and (ii) 30 calendar days for claims submitted otherwise; and
 - (2) (i) Service Provider shall initially use the latest update of First Data Bank Services or Medispan to determine the average wholesale price ("**AWP**") for a given pharmaceutical product for reimbursement purposes; (ii) in the event that First Data Bank Services or Medispan ceases publication of the AWP and a new industry recognized source for AWP is chosen by Service Provider, then Service Provider will provide thirty (30) calendar days advance written notice to the pharmacies included in the pharmacy network; (iii) the prescription drug pricing standard used to reimburse pharmacies based on the cost of the drug will be updated on January 1 of each contract year and at least every seven (7) calendar days thereafter, to accurately reflect the market price of acquiring the drug; and (iv) the Company and Service Provider will require such pharmacies to submit claims to the Company and Service Provider whenever the membership ID card is presented or on file at such pharmacy unless the enrollee expressly requests that a particular claim not be submitted.
- (l) The Company and Service Provider agrees that if Service Provider will adjudicate and process claims at the point of sale and/or negotiate with prescription drug manufacturers and others for rebates, discounts, or other price concessions on prescription drugs, Service Provider agrees to comply with the reporting requirements established in Section 6005 of the Affordable Care Act.
2. Medicare Prescription Drug Plans ("**PDP**"). In the event that any of the terms and conditions of the Agreement relating to PDPs conflict with any of the terms and conditions of this Addendum, the terms and conditions of this Addendum shall govern.
- (a) Notwithstanding any relationship between the Company and Service Provider established pursuant to this Agreement, the Company shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its PDP contract ("**PDP contract**") with CMS.
 - (b) All services or other activities performed by Service Provider shall be consistent and comply with the Company's contractual obligations under its PDP contract.

- (c) The Company and Service Provider agree to comply with all applicable federal laws, regulations, and CMS instructions.
- (d) The Company and Service Provider shall grant HHS, the Comptroller General, or their designees, the right to audit, evaluate, and inspect any books, contracts, records including medical records, and documentation of Service Provider involving transactions related to the Company's PDP contract with CMS. This right to inspect, evaluate and audit any pertinent information for any particular contract period shall exist through 10 years from the final date of the contract period between the Company and CMS or from the date of completion of any audit, whichever is later.
- (e) Service Provider agrees to produce to the Company, upon request by CMS or its designees, any books, contracts, records, including any medical records and documentation of the Company, relating to the PDP program, for the Company to provide to CMS.
- (f) The Company and Service Provider agree to make available any books, contracts, records and documentation that pertain to any aspect of services performed, reconciliation of benefit liabilities, and determination of amounts payable under the Company's PDP contract, or as the HHS Secretary may deem necessary to enforce the PDP contract.
- (g) The Company and Service Provider agree to: (i) abide by all federal and state laws regarding confidentiality, privacy, security and disclosure of medical records or other health and enrollment information, (ii) ensure that medical information is released only in accordance with applicable state or federal law, or pursuant to court orders or subpoenas, (iii) maintain all Medicare member records and information in an accurate and timely manner, and (iv) allow timely access by Medicare members to the records and information that pertain to them.
- (h) Service Provider is prohibited from holding PDP members liable for payment of any fees that are the responsibility of the Company.
- (i) The Company and Service Provider agree that the Company's activities or responsibilities under the PDP contract that are delegated to Service Provider shall be contained in written arrangements in accordance with the following requirements:
 - (1) The parties will enter into written arrangements that specify the delegated activities and reporting responsibilities;
 - (2) The Company shall have the right to revoke the delegation activities and reporting requirements or specify other remedies in instances where CMS or the Company determine that Service Provider has not performed satisfactorily;
 - (3) The parties will enter into written arrangements that specify that Service Provider's performance is monitored by the Company on an ongoing basis;
 - (4) The parties will enter into written arrangements that specify either:
 - (A) The credentials of medical professionals affiliated with Service Provider, if any, will be either reviewed by the Company; or
 - (B) The credentialing process will be reviewed and approved by the Company and the Company will audit the credentialing process on an ongoing basis.
 - (5) Service Provider agrees to comply with all applicable federal laws, regulations, and CMS instructions.
- (j) The Company and Service Provider agree that if the Company delegates to Service Provider the selection of its prescription drug providers, the Company shall retain the right to approve, suspend, or terminate any such arrangement.

- (k) The Company and Service Provider agree that if Service Provider will establish the pharmacy network or select pharmacies to be included in the network:
 - (1) payments to such pharmacies (other than long-term care and mail order pharmacies) shall be issued, mailed or otherwise transmitted with respect to all clean claims submitted by or on behalf of pharmacies within (i) 14 days for electronic claims and (ii) 30 calendar days for claims submitted otherwise; and
 - (2) (i) Service Provider shall initially use the latest update of First Data Bank Services or Medispan to determine the AWP for a given pharmaceutical product for reimbursement purposes; (ii) in the event that First Data Bank Services or Medispan ceases publication of the AWP and a new industry recognized source for AWP is chosen by Service Provider, then Service Provider will provide thirty (30) calendar days advance written notice to the pharmacies included in the pharmacy network; (iii) the prescription drug pricing standard used to reimburse pharmacies based on the cost of the drug will be updated on January 1 of each contract year and at least every seven (7) calendar days thereafter, to accurately reflect the market price of acquiring the drug, and (iv) the Company and Service Provider will require such pharmacies to submit claims to the Company and Service Provider whenever the membership ID card is presented or on file at such pharmacy unless the enrollee expressly requests that a particular claim not be submitted.
- (l) The Company and Service Provider agrees that if Service Provider will adjudicate and process claims at the point of sale and/or negotiate with prescription drug manufacturers and others for rebates, discounts, or other price concessions on prescription drugs, Service Provider agrees to comply with the reporting requirements established in Section 6005 of the Affordable Care Act.

GLOBAL AMENDMENT TO INTER-COMPANY SERVICE AGREEMENTS

This Global Amendment to Inter-company Service Agreements (the “**Amendment**”) effective as of January 1, 2011, is between and among Humana Inc. (“**Humana**”) and each of the undersigned subsidiaries of Humana (each, an “**Affiliate**”).

WHEREAS, from time to time in the ordinary course of business Humana and/or certain of its Affiliates have entered into various inter-company services agreements, consisting of:

- (i) Corporate Service Agreements (each, a “**Corporate Service Agreements**”);
- (ii) Service Center Service Agreements (each, a “**Service Center Service Agreement**”);
- (iii) Services Agreements (each, a “**California Services Agreement**”); and
- (iv) Medicare Risk Marketing Service Agreements (each, a “**Medicare Risk Marketing Service Agreement**”, and together with the Corporate Service Agreements, Service Center Service Agreements, and California Services Agreements, the “**Service Agreements**”);

pursuant to which Humana and/or one or more Affiliates agrees to perform services for one or more other Affiliates in exchange for specified consideration, all in accordance with laws, statutes and regulations governing the business of Humana and the Affiliates; and

WHEREAS, certain provisions of the National Association of Insurance Commissioners Model Insurance Holding Company System Regulatory Act (the “**Act**”) requires some amendments to our Service Agreements; and

WHEREAS, health insurance reform (the “**Reform Act**”) will require Humana to allocate its administrative costs to a much lower level of detail than in the past and separately allocate and report expenses that qualify as “quality improvement,”

WHEREAS, Humana and the Affiliates desire to amend the Service Agreements to reflect the changes required under the Act and changes to the cost allocations model as required under the Reform Act.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto have agreed and do agree that:

- (i) each of the Service Agreements set forth at **Exhibit A** attached hereto shall be and is hereby amended as set forth in **Exhibit B** attached hereto; and
- (ii) Schedule A to each Corporate Service Agreement shall be deleted and replaced in its entirety by **Exhibit C** attached hereto; and
- (iii) Schedule A to each Service Center Service Agreement shall be deleted and replaced in its entirety by **Exhibit D** attached hereto; and
- (iv) Schedule A to each Medicare Risk Marketing Service Agreement shall be deleted and replaced in its entirety by **Exhibit E** attached hereto; and

- (v) Schedule C to each Service Agreement, other than the Administrative Services Agreements, shall be deleted and replaced in its entirety by **Exhibit F** attached hereto.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers and effective as of the date first written above.

**American Dental Plan of North Carolina, Inc.
American Dental Providers of Arkansas, Inc.
CarePlus Health Plans, Inc.
Cariten Health Plan Inc.
Cariten Insurance Company
CHA HMO, Inc.
CompBenefits Company
CompBenefits Dental, Inc.
CompBenefits Insurance Company
DentiCare, Inc.
Emphesys Insurance Company
Humana AdvantageCare Plan, Inc.
Humana Benefit Plan of Illinois, Inc.
Humana Employers Health Plan of Georgia, Inc.
Humana Health Benefit Plan of Louisiana, Inc.
Humana Health Insurance Company of
Florida, Inc.**

**Humana Health Plan, Inc.
Humana Health Plan of California, Inc.
Humana Health Plan of Ohio, Inc.
Humana Health Plan of Texas, Inc.
Humana Insurance Company
Humana Insurance Company of Kentucky
Humana Insurance Company of New York
Humana MarketPOINT, Inc.
Humana Medical Plan, Inc.
Humana Medical Plan of Utah, Inc.
Humana Military Healthcare Services, Inc.
Humana Wisconsin Health Organization Insurance
Corporation
HumanaDental Insurance Company
Kanawha Insurance Company
The Dental Concern, Inc.
The Dental Concern, Ltd.**

By: 
Joan O. Lenahan
Vice President & Corporate Secretary

Humana Inc.

By: 
James H. Bloem
Senior Vice President,
Chief Financial Officer & Treasurer

Exhibit A
Service Agreements

AGT #	TYPE OF AGT	DATE APPROVED	PROVIDER	RECIPIENT	REPOSITORY
135R	Service Center B	1/20/05	Humana Insurance Company	Humana Employers Health Plan of Georgia, Inc.	Humana Inc.
136R	Service Center	11/17/06	Humana Insurance Company	The Dental Concern, Ltd.	Humana Inc.
139R	Service Center	1/3/07	Humana Insurance Company	HumanaDental Insurance Company	Humana Inc.
141R	Service Center	11/17/06	Humana Insurance Company	Humana Health Plan of Ohio, Inc.	Humana Inc.
142R	Service Center B	6/14/04	Humana Insurance Company f/k/a EHI	Humana Health Plan of Texas, Inc.	Humana Inc.
153R	Corporate	1/3/07	Humana Inc.	Humana Wisconsin Health Organization Insurance Corporation	
157R	Corporate	1/3/07	Humana Inc.	HumanaDental Insurance Company	
158R	Corporate	1/3/07	Humana Inc.	Humana Insurance Company	
164R	Corporate	1/4/06	Humana Inc.	EmpheSys Insurance Company	
165R	Service Center	1/4/06	Humana Insurance Company	EmpheSys Insurance Company	Humana Inc.
166R	Corporate	12/27/06	Humana Inc.	Humana Health Plan of Ohio, Inc.	
170R	Corporate	6/22/10	Humana Inc.	Humana Health Plan of Texas, Inc.	
171R	Medicare Risk Marketing	1/4/06	Humana MarketPOINT, Inc.	Humana Health Plan of Texas, Inc.	Humana Inc.
181R	Corporate	11/29/06	Humana Inc.	The Dental Concern, Ltd.	
183R	Corporate	12/23/05	Humana Inc.	Humana Employers Health Plan of Georgia, Inc.	
190R	Corporate	12/8/05	Humana Inc.	Humana Insurance Company of Kentucky	
191R	Corporate	12/8/05	Humana Inc.	The Dental Concern, Inc.	
192R2	Service Center	12/8/05	Humana Insurance Company	The Dental Concern, Inc.	Humana Inc.
193R	Corporate	12/8/05	Humana Inc.	Humana Health Plan, Inc.	
194R	Service Center	12/8/05	Humana Insurance Company	Humana Health Plan, Inc.	Humana Inc.
200R	Medicare Risk Marketing	12/8/05	Humana MarketPOINT, Inc.	Humana Health Plan, Inc.	Humana Inc.
203R	Service Center	12/8/05	Humana Insurance Company	Humana Insurance Company of Kentucky	Humana Inc.
204	Service Center B	6/16/03	Humana Insurance Company f/k/a EHI	Humana Medical Plan, Inc.	Humana Inc.
207	Medicare Risk Marketing	6/16/03	Humana MarketPOINT, Inc.	Humana Medical Plan, Inc.	Humana Inc.
209	Corporate	6/16/03	Humana Inc.	Humana Medical Plan, Inc.	
211	Corporate	6/16/03	Humana Inc.	Humana Health Insurance Company of Florida, Inc.	
218	Service Center B	8/15/03	Humana Insurance Company f/k/a EHI	Humana Health Insurance Company of Florida, Inc.	Humana Inc.
220	Corporate	7/12/04	Humana Inc.	Humana Health Benefit Plan of Louisiana, Inc.	
221	Service Center B	7/12/04	Humana Insurance Company f/k/a EHI	Humana Health Benefit Plan of Louisiana, Inc.	Humana Inc.
223R	Medicare Risk Marketing	6/5/06	Humana MarketPOINT, Inc.	Humana Health Benefit Plan of Louisiana, Inc.	Humana Inc.
226	Corporate	4/22/06	Humana Inc.	CarePlus Health Plans, Inc.	
227	Service Center	6/7/06	Humana Insurance Company	Humana Wisconsin Health Organization Insurance Corporation	Humana Inc.
231R	Medicare Risk Marketing	6/29/06	Humana MarketPOINT, Inc.	Humana Insurance Company of New York	Humana Inc.
232R	Service Center	6/29/06	Humana Insurance Company	Humana Insurance Company of New York	Humana Inc.
233	Corporate	11/3/05	Humana Inc.	Humana Insurance Company of New	

AGT #	TYPE OF AGT	DATE APPROVED	PROVIDER	RECIPIENT	REPOSITORY
				York	
236	Medicare Risk Marketing	4/22/06	Humana MarketPOINT, Inc.	Humana Health Insurance Company of Florida, Inc.	Humana Inc.
239	Corporate	6/5/06	Humana Inc.	CHA HMO, Inc.	
240	Medicare Risk Marketing	6/5/06	Humana MarketPOINT, Inc.	Humana Insurance Company	Humana Inc.
243	Corporate	2/28/07	Humana Inc.	Humana Medical Plan of Utah, Inc.	
245	Medicare Risk Marketing	2/28/07	Humana MarketPOINT, Inc.	Humana Medical Plan of Utah, Inc.	Humana Inc.
246	Service Center	2/28/07	Humana Inc.	Humana Medical Plan of Utah, Inc.	
248	Corporate	6/3/08	Humana Inc.	American Dental Providers of Arkansas, Inc.	
249	Corporate	5/1/08	Humana Inc.	CompBenefits Company	
250	Corporate	4/3/08	Humana Inc.	CompBenefits Dental, Inc.	
251	Corporate	6/13/08	Humana Inc.	American Dental Plan of North Carolina, Inc.	
252	Corporate	7/2/08	Humana Inc.	CompBenefits Insurance Company	
253	Corporate	7/2/08	Humana Inc.	DentiCare, Inc.	
254	Corporate	4/23/08	Humana Inc.	Kanawha Insurance Company	
257	Corporate	5/4/09	Humana Inc.	Humana Health Plan of California, Inc.	
258	Medicare Risk Marketing	5/4/09	Humana MarketPOINT, Inc.	Humana Health Plan of California, Inc.	Humana Inc.
259	Service Center	7/17/09	Humana Insurance Company	Humana Health Plan of California, Inc.	Humana Inc.
261	Corporate	1/26/10	Humana Inc.	Cariten Insurance Company	
262	Corporate	1/26/10	Humana Inc.	Cariten Health Plan Inc.	
263	Service Center	7/2/08	Humana Insurance Company	CompBenefits Insurance Company	
264	Service Center	7/2/08	Humana Insurance Company	DentiCare, Inc.	
265	Corporate	9/9/08	Humana Inc.	Humana Benefit Plan of Illinois, Inc.	
266	Service Center	9/9/08	Humana Insurance Company	Humana Benefit Plan of Illinois, Inc.	Humana Inc.
268	Corporate	5/20/09	Humana Inc.	Humana AdvantageCare Plan, Inc.	
269	Medicare Risk Marketing	5/20/09	Humana MarketPOINT, Inc.	Humana AdvantageCare Plan, Inc.	Humana Inc.
270	Service Center	4/24/09	Humana Insurance Company	Humana AdvantageCare Plan, Inc.	
278	Services	1/10/10	Humana Health Plan of California, Inc.	Humana Inc.	
279	Services	1/10/10	Humana Health Plan of California, Inc.	Humana Insurance Company	Humana Inc.
282	Service Center	3/19/10	Humana Insurance Company	Humana Military Healthcare Services, Inc.	
284	Services	Approval Pending	Humana Insurance Company	Humana Health Plan, Inc.	

Exhibit B

Revisions to Service Agreements

- I. Section 2 of each Service Agreement shall be deleted and replaced in its entirety by the following:
 2. Payment by Company shall be due and owing for services rendered by Service Provider hereunder as of the date of presentation of an invoice for such services. Company shall be prohibited from advancing funds to Service Provider except as payment for services rendered by Service Provider as provided hereunder.

- II. Section 3 of each Service Agreement shall be deleted and replaced in its entirety by the following:
 3. In the performance of the work, duties, and obligations devolving upon each of the parties to this Agreement and in regard to any services rendered or performed, it is mutually understood and agreed that Service Provider and Company are at all times acting and performing as an independent contractor of the other; that neither party shall have or exercise any control or direction over the method by which the other party shall perform such work or render or perform such services and functions. No work, act, commission, or omission of either party, or its agents, servants, or employees pursuant to the terms and conditions of this Agreement shall make or render Service Provider or Company an agent, servant, or employee of, or joint venturer with the other. The Company will maintain oversight for services provided to the Company by Service Provider, and the Company will monitor such services at least annually for quality assurance.

- III. Section 4 of each Service Agreement shall be deleted and replaced in its entirety by the following:
 4. Each of the parties to this Agreement shall comply with and are subject to all applicable Medicare program rules and regulations as implemented and as amended by the Centers for Medicare and Medicaid Services (“CMS”), including without limitation the right of federal and state regulatory agencies to audit a party’s operations, books and records and other documentation related to any obligation of either party under the Agreement, as well as all other federal and state laws, rules and regulations applicable to individuals and entities receiving federal funds, including without limitation Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, The Americans With Disabilities Act and The Rehabilitation Act of 1973, and the requirements of the National Association of Insurance Commissioners (“NAIC”) Accounting Practices and Procedures Manual. Each party hereto acknowledges and agrees to retain all contracts, books and records, documents, papers, and other records related to the provision of administrative services under this Agreement for a period of not less than six (6) years from: (i) each successive December 31; or (ii) the end of the applicable contract period between Humana and CMS; or (iii) from the date of completion of any audit, whichever is later. For the avoidance of doubt, the terms “books and records” as used in this Agreement shall include all books and records developed or maintained under or related to this Agreement. All books and records of the Company are and shall be the property of the Company and subject to the control of the Company. All funds and invested assets of the Company are the exclusive property of the Company, held for the benefit of the Company and subject to the control of the Company.

IV. Section 5 of each Service Agreement, other than Service Agreements to which Humana Insurance Company of New York is a party (numbered #231R, 232R, and 233) shall be deleted and replaced in its entirety by the following:

5. This Agreement is entered into by and between the parties signatory to it and for their benefit. There is no intent by either party to create or establish third party beneficiary status or rights or their equivalent in any other party, and no such third party shall have any right to enforce any right or enjoy any benefits created or established under this Agreement. Service Provider agrees to indemnify the Company from any and all liability, loss or damage that the Company may suffer as a result of gross negligence or willful misconduct on its part in the performance of its obligations hereunder.

V. Section 9 of each Service Agreement to which Humana Insurance Company of New York is a party (numbered #231R, 232R, and 233) shall be deleted and replaced in its entirety by the following:

9. This Agreement is entered into by and between the parties signatory to it and for their benefit. There is no intent by either party to create or establish third party beneficiary status or rights or their equivalent in any other party, and no such third party shall have any right to enforce any right or enjoy any benefits created or established under this Agreement. Service Provider agrees to indemnify the Company from any and all liability, loss or damage that the Company may suffer as a result of gross negligence or willful misconduct on its part in the performance of its obligations hereunder.

VI. Section 8 of each Service Agreement, other than Service Agreements to which Humana Insurance Company of New York is a party (numbered #231R, 232R, and 233) shall be deleted and replaced in its entirety by the following:

8. This Agreement may be terminated at any time by mutual written consent of the parties and without the consent of or notice to any third party, or it may be terminated as otherwise permitted herein. Notwithstanding any other term or provision of this Agreement, either party may terminate this Agreement with or without cause at any time upon ninety (90) days prior written notice to the other parties. This Agreement may also be terminated by the Department of Insurance or equivalent regulatory agency of either party's domestic state. Service Provider shall have no automatic right to terminate this Agreement if the Company is placed in receivership or seized by the Insurance Commissioner or equivalent regulator (the "Commissioner") pursuant to the applicable state receivership act. If the Company is placed in receivership or seized by the Commissioner under applicable state receivership laws:

- a. all of the rights of the Company hereunder shall extend to the receiver or Commissioner, as applicable;
- b. all books and records of the Company will be made available to the receiver or the Commissioner, as applicable, immediately upon request by the receiver or Commissioner, as applicable; and
- c. Service Provider will continue to maintain any systems, programs or other infrastructure pertinent to this Agreement, and will make them available to the receiver or the Commissioner, as applicable, for so long as Service Provider continues to receive timely payment from the Company for services rendered under this Agreement.

VII. Sections 12 and 13 of each Service Agreement to which Humana Insurance Company of New York is a party (numbered #231R, 232R, and 233) shall be deleted and replaced in its entirety by the following:

12. This Agreement may be terminated at any time by mutual written consent of the parties and without the consent of or notice to any third party, or it may be terminated as otherwise permitted herein. Notwithstanding any other term or provision of this Agreement, either party may terminate this Agreement with or without cause at any time upon ninety (90) days prior written notice to the other parties. This Agreement may also be terminated by the Department of Insurance or equivalent regulatory agency of either party's domestic state. Service Provider shall have no automatic right to terminate this Agreement if the Company is placed in receivership or seized by the Insurance Commissioner or equivalent regulator (the "Commissioner") pursuant to the applicable state receivership act. If the Company is placed in receivership or seized by the Commissioner under applicable state receivership laws:

- a. all of the rights of the Company hereunder shall extend to the receiver or Commissioner, as applicable;
- b. all books and records of the Company will be made available to the receiver or the Commissioner, as applicable, immediately upon request by the receiver or Commissioner, as applicable; and
- c. Service Provider will continue to maintain any systems, programs or other infrastructure pertinent to this Agreement, and will make them available to the receiver or the Commissioner, as applicable, for so long as Service Provider continues to receive timely payment from the Company for services rendered under this Agreement.

13. Reserved.

VIII. In the preamble to each Corporate Service Agreement, the phrase "...Humana Inc., a Delaware corporation (hereinafter the "**Service Provider**")" shall be deleted and replaced in its entirety by the following:

...Humana Inc., a Delaware corporation, as service provider and as repository (hereinafter, the "**Service Provider**" or "**Repository**", as applicable).

- IX. Schedule B of each Service Center Service Agreement and Medicare Risk Marketing Service Agreement, other than Service Agreements to which Kanawha Insurance Company is a party (numbered #254), Service Agreements to which Humana Insurance Company of New York is a party (numbered #231R, 232R, 233 and 241R), and the California Services Agreements (numbered #278 and #279) shall be deleted and replaced in its entirety by the following:

SCHEDULE B

PART I Company will be subject to a maximum of 15% of premium, plus a maximum of \$26 per member per month for ASO membership if applicable, for the services provided in Schedule A above. Payments under this agreement will not be subject to interest accruing to the Company or Service Provider.

Settlement of the current month's Schedule A costs under this service agreement shall occur during the same month based on an estimate. The monthly estimate will be prepared by the Service Provider's treasury department based upon average monthly activity plus any additional expected activity. These estimated amounts will be paid throughout the month, based on cash flow and liquidity of the company.

A final settlement of any residual activity will occur not less frequently than on a quarterly basis. The quarterly settlement, for the preceding calendar quarter, will occur by the end of the month in the months of March, May, August and November. Payment will be made upon presentation of an invoice for the balance due. The activity and invoice will be supported by a monthly summary statement.

PART II Repository shall collect monies due to Company and Service Provider in the operation of its business. Repository shall disperse and collect such monies, as required, in accordance with this Service Agreement and state and federal laws, rules and regulations. Any party hereto shall have the right to offset amounts payable to or receivable from any other party hereto. In addition, Repository shall perform any necessary banking and accounting administrative duties to accomplish the aforementioned activities.

X. Schedule B of each Corporate Services Agreement, other than Service Agreements to which Kanawha Insurance Company is a party (numbered #254), Service Agreements to which Humana Insurance Company of New York is a party (numbered #233), and the California Services Agreements (numbered #278 and #279), shall be deleted and replaced in its entirety by the following:

SCHEDULE B

PART I Company will be subject to a maximum of 15% of premium, plus a maximum of \$26 per member per month for ASO membership if applicable, for the services provided in Parts II and III of Schedule A above. Payments under this agreement will not be subject to interest accruing to the Company or Service Provider.

Settlement of the current month's Schedule A Parts I, II and III costs under this service agreement shall occur during the same month based on an estimate. The monthly estimate will be prepared by the Service Provider's treasury department based upon average monthly activity plus any additional expected activity. These estimated amounts will be paid throughout the month, based on cash flow and liquidity of the company.

A final settlement of any residual activity will occur not less frequently than on a quarterly basis. The quarterly settlement, for the preceding calendar quarter, will occur by the end of the month in the months of March, May, August and November. Payment will be made upon presentation of an invoice for the balance due. The activity and invoice will be supported by a monthly summary statement.

PART II Repository shall collect monies due to Company and Service Provider in the operation of its business. Repository shall disperse and collect such monies, as required, in accordance with this Service Agreement and state and federal laws, rules and regulations. Any party hereto shall have the right to offset amounts payable to or receivable from any other party hereto. In addition, Repository shall perform any necessary banking and accounting administrative duties to accomplish the aforementioned activities.

XI. Schedule B of each Service Agreement to which Kanawha Insurance Company is a party (numbered #254) shall be deleted and replaced in its entirety by the following:

SCHEDULE B

PART I Company will be subject to a maximum of 1.5% of revenue for the services provided in Parts II and III of Schedule A above. Payments under this agreement will not be subject to interest accruing to the Company or any Service Provider.

Settlement of the current month's Schedule A Part I, II and III costs under this service agreement shall occur during the same month based on an estimate. The monthly estimate will be prepared by the Service Providers' treasury department based upon average monthly activity plus any additional expected activity. These estimated amounts will be paid throughout the month, based on cash flow and liquidity of the company.

A final settlement of any residual activity will occur not less frequently than on a quarterly basis. The quarterly settlement, for the preceding calendar quarter, will occur by the end of the month in the months of March, May, August and November. Payment will be made upon presentation of an invoice for the balance due. The activity and invoice will be supported by a monthly summary statement.

PART II Repository shall collect monies due to Company and Service Provider in the operation of its business. Repository shall disperse and collect such monies, as required, in accordance with this Service Agreement and state and federal laws, rules and regulations. Any party hereto shall have the right to offset amounts payable to or receivable from any other party hereto. In addition, Repository shall perform any necessary banking and accounting administrative duties to accomplish the aforementioned activities.

XII. Schedule B of each Service Agreement to which Humana Insurance Company of New York is a party (numbered #231R, 232R, 233 and 241R) shall be deleted and replaced in its entirety by the following:

SCHEDULE B

PART I

As compensation for the services provided to the Company in Parts II and III of Schedule A above, the Company shall reimburse Service Provider for the direct and indirect (including overhead) costs incurred in furnishing or obtaining such services. No profit to Service Provider shall be included in such reimbursement. The determination of such costs shall be based on cost accounting procedures and methodologies in accordance with New York Regulation 30 and any other applicable regulations of the New York Insurance Department and shall be consistent with those applied by Service Provider in its own organization.

Company will be subject to a maximum of 15% of premium, plus a maximum of \$26 per member per month for ASO membership if applicable, for the services provided in Schedule A above. Payments under this agreement will not be subject to interest accruing to the Company or Service Provider.

Settlement of the current month's Schedule A costs under this service agreement shall occur during the same month based on an estimate. The monthly estimate will be prepared by the Service Provider's treasury department based upon average monthly activity plus any additional expected activity. These estimated amounts will be paid throughout the month, based on cash flow and liquidity of the company.

A final settlement of any residual activity will occur not less frequently than on a quarterly basis. The quarterly settlement, for the preceding calendar quarter, will occur by the end of the month in the months of March, May, August and November. Payment will be made upon presentation of an invoice for the balance due. The activity and invoice will be supported by a monthly summary statement.

Upon request, Service Provider shall provide to the Company: 1) the details of the internal cost accounting procedures and methodologies utilized in its cost allocation determinations, 2) supporting documentation to demonstrate that such procedures and methodologies are applied to the cost allocation of its own organization, and 3) its books and records for the purpose of verifying payments required.

PART II

Repository shall collect monies due to Company and Service Provider in the operation of its business. Repository shall disperse and collect such monies, as required, in accordance with this Service Agreement and state and federal laws, rules and regulations. Any party hereto shall have the right to offset amounts payable to or receivable from any other party hereto. In addition, Repository shall perform any necessary banking and accounting administrative duties to accomplish the aforementioned activities.

- XIII. Schedule B of each California Services Agreement (numbered #278 and #279) shall be deleted and replaced in its entirety by the following:

SCHEDULE B

PART I Company will be subject to a maximum of 15% of premium, plus a maximum of \$26 per member per month for ASO membership if applicable, for the services provided in Parts II and III of Schedule A above, combined with services received via any other intercompany services agreements on file with the relevant regulatory authority to which the Company, as defined on page 1 of this agreement, is a party. Payments under this agreement will not be subject to interest accruing to either the Company or Service Provider.

Settlement of the current month's Schedule A Parts I, II and III costs under this service agreement shall occur during the same month based on an estimate. The monthly estimate will be prepared by the Service Provider treasury department based upon average monthly activity plus any additional expected activity. These estimated amounts will be paid throughout the month, based on cash flow and liquidity of the Company.

A final settlement of any residual activity will be made by the end of the month in the months of March, May, August and November for the preceding calendar quarter, upon presentation of an invoice for the balance due. The activity and invoice will be supported by a monthly summary statement.

PART II Repository shall collect monies due to Company and Service Provider in the operation of its business. Repository shall disperse and collect such monies, as required, in accordance with this Service Agreement and state and federal laws, rules and regulations. Any party hereto shall have the right to offset amounts payable to or receivable from any other party hereto. In addition, Repository shall perform any necessary banking and accounting administrative duties to accomplish the aforementioned activities.

Exhibit C

**Corporate Service Agreement
Revised Schedule A**

SCHEDULE A

Part I The following costs are direct Company costs that will be incurred by Service Provider on behalf of the Company and will be charged to the Company at actual cost. Service Provider will either provide or contract for the processing of these payments. The services required to process these payments are included in Part II.

- X Trade Accounts Payments.
- X Payroll and Tax Payments.
- X Broker Commissions.

Part II The following costs are incurred by Service Provider in order to provide services, management and oversight to the Company and other subsidiaries. Service Provider will either provide or contract for the provision of these services. The Company shall be allocated a pro rata share of these costs based upon appropriate cost drivers such as weighted membership, headcount or premium.

- X Medical and product management—management of small and large group plans and medical affairs.
- X Executive management—salaries and related costs of executive management personnel.
- X Information systems—oversight and administration of information systems and services including application development, database support, mail service, voice and data networks, and security.
- X Financial Services—financial reporting, planning and budgeting, disbursement processing, treasury and investments, tax preparation, insurance and risk management, and investor relations.
- X Legal Services—administration of internal and external legal services and internal audit function.
- X Human Resources management—administration of recruiting, compensation, associate training, associate benefits, building and business services, and purchasing.
- X Sales distribution management – salaries and related costs of sales management functions
- X Costs directly related to the above such as Benefits, Payroll taxes , and occupancy

Part III **The following costs are incurred by Service Provider in order to provide management and oversight to the Company and other subsidiaries. Service Provider will either provide or contract for the provision of these services. The Company shall be allocated a pro rata share of these costs as noted.**

- X Executive benefits--allocated to the Company based upon employees who receive these benefits.
- X Insurance—various policies are maintained for all Service Provider subsidiaries. The costs of these policies are either allocated on space occupied or employee data, whichever is more appropriate.
- X Marketing, Telemarketing and advertising costs--identified by product and market and spread among legal entities based upon weighted membership.
- X Sales Incentives--identified by product and allocated among legal entities based upon weighted membership.
- X Pharmacy Rebates—rebates are tracked by product and market. Rebate rate is calculated based on this historical tracking and recorded to all legal entities who sell that product. Rate is adjusted prospectively.

Exhibit D

**Service Center Service Agreement
Revised Schedule A**

SCHEDULE A

The following costs are incurred by Service Provider in order to provide services, management and oversight to the Company and other subsidiaries. Service Provider will either provide or contract for the provision of these services. The Company shall be allocated a pro rata share of these costs based upon appropriate cost drivers such as weighted membership.

- X Claims Processing: provide staff, systems and related support to process medical claims and capitation payments.
- X Customer Service: provide telephone and other support to handle member and provider inquiries.
- X Front End Operations: provide staff and systems to process incoming mail.
- X Billing and Enrollment: provide staff, systems and related support to process member billing, collections and enrollment.
- X Utilization Review.
- X Other Support including senior leadership, education and development, financial management, systems administration and other administrative functions.
- X Costs directly related to the above such as Benefits, Payroll taxes, and occupancy.

The above types of services shall include the following types of specific expenses:

- Salaries, benefits and payroll taxes (includes bonuses and temporary wages).
- Outside services (professional and consulting fees).
- Telephone/Data communication and pagers.
- Travel and entertainment expenses.
- Education and development.
- Repairs and maintenance.
- Printing, postage, dues and subscriptions.
- Recruiting and relocation.
- Property taxes.
- Building rent, income, utilities and other related expenses.
- Office supplies.
- Insurance.
- Software.
- Depreciation – building and equipment.
- Property gains and losses.

Exhibit E

**Medicare Risk Marketing Service Agreement
Revised Schedule A**

SCHEDULE A

The following costs are incurred by Service Provider in order to provide services, management and oversight to the Company and other subsidiaries. Service Provider will either provide or contract for the provision of these services. The Company shall be allocated a pro rata share of these costs based upon appropriate cost drivers such as weighted membership.

X Marketing Services: provide staff, systems, and related support to market Medicare Risk products

X Costs directly related to the above such as Benefits, Payroll taxes and occupancy

The above types of services shall include the following types of specific expenses:

- Salaries, benefits and payroll taxes (includes bonuses and temporary wages).
- Outside services (professional and consulting fees).
- Telephone/Data communication and pagers.
- Travel and entertainment expenses.
- Education and development.
- Repairs and maintenance.
- Printing, postage, dues and subscriptions.
- Recruiting and relocation.
- Property taxes.
- Building rent, income, utilities and other related expenses.
- Office supplies.
- Insurance.
- Software.
- Depreciation – building and equipment.
- Property gains and losses.

Exhibit F

Revised Schedule C

SCHEDULE C

This Schedule C relates specifically to Medicare Advantage products and plans and to Medicare Prescription Drug Plan products and plans.

1. Medicare Advantage. These provisions relate specifically to Medicare Advantage products and plans. In the event that any of the terms and conditions of the Agreement relating to Medicare Advantage products and plans conflict with any of the terms and conditions of this Addendum, the terms and conditions of this Addendum shall govern.
 - (a) Notwithstanding any relationship between the parties established pursuant to this Agreement, the Company shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its Medicare Advantage contract (“**MA contract**”) with Centers for Medicare and Medicaid Services (“**CMS**”).
 - (b) All services or other activities performed by Service Provider shall be consistent and comply with the Company’s contractual obligations under its MA contract.
 - (c) The Company and Service Provider agree to comply with all applicable federal laws, regulations, and CMS instructions.
 - (d) The Company and Service Provider shall grant Health and Human Services (“**HHS**”), the Comptroller General, or their designees, the right to audit, evaluate, and inspect any books, contracts, records including medical records, and documentation of Service Provider involving transactions related to the Company’s MA contract with CMS. This right to inspect, evaluate, and audit any pertinent information for any particular contract period shall exist through 10 years from the final date of the contract period between the Company and CMS or from the date of completion of any audit, whichever is later.
 - (e) Service Provider agrees to produce to the Company, upon request by CMS or its designees, any books, contracts, records, including any medical records and documentation of the Company, relating to the MA program, for the Company to provide to CMS.
 - (f) The Company and Service Provider agree to make available any books, contracts, records and documentation that pertain to any aspect of services performed, reconciliation of benefit liabilities, and determination of amounts payable under the Company’s MA contract, or as the HHS Secretary may deem necessary to enforce the MA contract.
 - (g) The Company and Service Provider agree to: (i) abide by all federal and state laws regarding confidentiality, privacy, security and disclosure of medical records or other health and enrollment information, (ii) ensure that medical information is released only in accordance with applicable state or federal law, or pursuant to court orders or subpoenas, (iii) maintain all Medicare member records and information in an accurate and timely manner, and (iv) allow timely access by Medicare members to the records and information that pertain to them.

- (h) Service Provider is prohibited from holding MA members liable for payment of any fees that are the responsibility of the Company.
- (i) The Company and Service Provider agree that the Company's activities or responsibilities under the MA contract that are delegated to Service Provider shall be contained in written arrangements in accordance with the following requirements:
 - (1) The parties will enter into written arrangements that specify the delegated activities and reporting responsibilities;
 - (2) The Company shall have the right to revoke the delegation activities and reporting requirements or specify other remedies in instances where CMS or the Company determine that Service Provider has not performed satisfactorily;
 - (3) The parties will enter into written arrangements that specify that Service Provider's performance is monitored by the Company on an ongoing basis;
 - (4) The parties will enter into written arrangements that specify either:
 - (A) The credentials of medical professionals affiliated with Service Provider, if any, will be either reviewed by the Company; or
 - (B) The credentialing process will be reviewed and approved by the Company and the Company will audit the credentialing process on an ongoing basis.
 - (5) Service Provider agrees to comply with all applicable federal laws, regulations, and CMS instructions.
- (j) The Company and Service Provider agree that if the Company delegates to Service Provider the selection of its prescription drug providers, the Company shall retain the right to approve, suspend, or terminate any such arrangement.
- (k) The Company and Service Provider agree that if Service Provider will establish the pharmacy network or select pharmacies to be included in the network:
 - (1) payments to such pharmacies (other than long-term care and mail order pharmacies) shall be issued, mailed or otherwise transmitted with respect to all clean claims submitted by or on behalf of pharmacies within (i) 14 days for electronic claims and (ii) 30 calendar days for claims submitted otherwise; and
 - (2) (i) Service Provider shall initially use the latest update of First Data Bank Services or Medispan to determine the average wholesale price ("AWP") for a given pharmaceutical product for reimbursement purposes; (ii) in the event that First Data Bank Services or Medispan ceases publication of the AWP and a new industry recognized source for AWP is chosen by Service Provider, then Service Provider will provide thirty (30) calendar days advance written notice to the pharmacies included in the pharmacy network; (iii) the prescription drug pricing standard used to reimburse pharmacies based on the cost of the drug will be updated on January 1 of each contract year and at least every seven (7) calendar

days thereafter, to accurately reflect the market price of acquiring the drug; and (iv) the Company and Service Provider will require such pharmacies to submit claims to the Company and Service Provider whenever the membership ID card is presented or on file at such pharmacy unless the enrollee expressly requests that a particular claim not be submitted.

- (l) The Company and Service Provider agrees that if Service Provider will adjudicate and process claims at the point of sale and/or negotiate with prescription drug manufacturers and others for rebates, discounts, or other price concessions on prescription drugs, Service Provider agrees to comply with the reporting requirements established in Section 6005 of the Affordable Care Act.
2. Medicare Prescription Drug Plans (“PDP”). In the event that any of the terms and conditions of the Agreement relating to PDPs conflict with any of the terms and conditions of this Addendum, the terms and conditions of this Addendum shall govern.
- (a) Notwithstanding any relationship between the Company and Service Provider established pursuant to this Agreement, the Company shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its PDP contract (“PDP contract”) with CMS.
 - (b) All services or other activities performed by Service Provider shall be consistent and comply with the Company’s contractual obligations under its PDP contract.
 - (c) The Company and Service Provider agree to comply with all applicable federal laws, regulations, and CMS instructions.
 - (d) The Company and Service Provider shall grant HHS, the Comptroller General, or their designees, the right to audit, evaluate, and inspect any books, contracts, records including medical records, and documentation of Service Provider involving transactions related to the Company’s PDP contract with CMS. This right to inspect, evaluate, and audit any pertinent information for any particular contract period shall exist through 10 years from the final date of the contract period between the Company and CMS or from the date of completion of any audit, whichever is later.
 - (e) Service Provider agrees to produce to the Company, upon request by CMS or its designees, any books, contracts, records, including any medical records and documentation of the Company, relating to the PDP program, for the Company to provide to CMS.
 - (f) The Company and Service Provider agree to make available any books, contracts, records and documentation that pertain to any aspect of services performed, reconciliation of benefit liabilities, and determination of amounts payable under the Company’s PDP contract, or as the HHS Secretary may deem necessary to enforce the PDP contract.
 - (g) The Company and Service Provider agree to: (i) abide by all federal and state laws regarding confidentiality, privacy, security and disclosure of medical records or other health and enrollment information, (ii) ensure that medical information is released only in accordance with applicable state or federal law, or pursuant to court orders or subpoenas, (iii) maintain all Medicare member records and information in an accurate and timely

manner, and (iv) allow timely access by Medicare members to the records and information that pertain to them.

- (h) Service Provider is prohibited from holding PDP members liable for payment of any fees that are the responsibility of the Company.
- (i) The Company and Service Provider agree that the Company's activities or responsibilities under the PDP contract that are delegated to Service Provider shall be contained in written arrangements in accordance with the following requirements:
 - (1) The parties will enter into written arrangements that specify the delegated activities and reporting responsibilities;
 - (2) The Company shall have the right to revoke the delegation activities and reporting requirements or specify other remedies in instances where CMS or the Company determine that Service Provider has not performed satisfactorily;
 - (3) The parties will enter into written arrangements that specify that Service Provider's performance is monitored by the Company on an ongoing basis;
 - (4) The parties will enter into written arrangements that specify either:
 - (A) The credentials of medical professionals affiliated with Service Provider, if any, will be either reviewed by the Company; or
 - (B) The credentialing process will be reviewed and approved by the Company and the Company will audit the credentialing process on an ongoing basis.
 - (5) Service Provider agrees to comply with all applicable federal laws, regulations, and CMS instructions.
- (j) The Company and Service Provider agree that if the Company delegates to Service Provider the selection of its prescription drug providers, the Company shall retain the right to approve, suspend, or terminate any such arrangement.
- (k) The Company and Service Provider agree that if Service Provider will establish the pharmacy network or select pharmacies to be included in the network:
 - (1) payments to such pharmacies (other than long-term care and mail order pharmacies) shall be issued, mailed or otherwise transmitted with respect to all clean claims submitted by or on behalf of pharmacies within (i) 14 days for electronic claims and (ii) 30 calendar days for claims submitted otherwise; and
 - (2) (i) Service Provider shall initially use the latest update of First Data Bank Services or Medispan to determine the AWP for a given pharmaceutical product for reimbursement purposes; (ii) in the event that First Data Bank Services or Medispan ceases publication of the AWP and a new industry recognized source for AWP is chosen by Service Provider, then Service Provider will provide thirty (30) calendar days advance written notice to the pharmacies included in the pharmacy network; (iii) the prescription drug pricing standard used to reimburse

pharmacies based on the cost of the drug will be updated on January 1 of each contract year and at least every seven (7) calendar days thereafter, to accurately reflect the market price of acquiring the drug, and (iv) the Company and Service Provider will require such pharmacies to submit claims to the Company and Service Provider whenever the membership ID card is presented or on file at such pharmacy unless the enrollee expressly requests that a particular claim not be submitted.

- (l) The Company and Service Provider agrees that if Service Provider will adjudicate and process claims at the point of sale and/or negotiate with prescription drug manufacturers and others for rebates, discounts, or other price concessions on prescription drugs, Service Provider agrees to comply with the reporting requirements established in Section 6005 of the Affordable Care Act.

GLOBAL AMENDMENT TO INTER-COMPANY SERVICE AGREEMENTS

This Global Amendment to Inter-company Service Agreements (the “**Amendment**”) effective as of January 1, 2011, is between and among Humana Inc. (“**Humana**”) and each of the undersigned subsidiaries of Humana (each, an “**Affiliate**”).

WHEREAS, from time to time in the ordinary course of business Humana and/or certain of its Affiliates have entered into various inter-company services agreements, consisting of:

- (i) Corporate Service Agreements (each, a “**Corporate Service Agreements**”);
- (ii) Service Center Service Agreements (each, a “**Service Center Service Agreement**”);
- (iii) Services Agreements (each, a “**California Services Agreement**”); and
- (iv) Medicare Risk Marketing Service Agreements (each, a “**Medicare Risk Marketing Service Agreement**”, and together with the Corporate Service Agreements, Service Center Service Agreements, and California Services Agreements, the “**Service Agreements**”);

pursuant to which Humana and/or one or more Affiliates agrees to perform services for one or more other Affiliates in exchange for specified consideration, all in accordance with laws, statutes and regulations governing the business of Humana and the Affiliates; and

WHEREAS, the Statutory Accounting Principles Working Group has issued *SSAP No. 96 – Settlement Requirements for Intercompany Transactions, An Amendment to SSAP No. 25 – Accounting for and Disclosures about Transactions with Affiliates and Other Related Parties* (“**SSAP No. 96**”); and

WHEREAS, Humana and the Affiliates desire to amend the Service Agreements to reflect the requirements of SSAP No. 96; and

WHEREAS, Humana and the Affiliates desire to amend the services to be offered under the Corporate Service Agreements to include certain incentive-based wellness programs and data analytics.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto have agreed and do agree that each of the Service Agreements set forth at **Exhibit A** attached hereto shall be and is hereby amended as set forth in **Exhibit B** attached hereto.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers and effective as of the date first written above.

American Dental Plan of North Carolina, Inc.
American Dental Providers of Arkansas, Inc.
CarePlus Health Plans, Inc.
Cariten Health Plan Inc.
Cariten Insurance Company
CHA HMO, Inc.
CompBenefits Company
CompBenefits Dental, Inc.
CompBenefits Insurance Company
DentiCare, Inc.
Emphesys Insurance Company
Humana AdvantageCare Plan, Inc.
Humana Benefit Plan of Illinois, Inc.
Humana Employers Health Plan of Georgia, Inc.
Humana Health Benefit Plan of Louisiana, Inc.
Humana Health Insurance Company of Florida, Inc.

Humana Health Plan, Inc.
Humana Health Plan of California, Inc.
Humana Health Plan of Ohio, Inc.
Humana Health Plan of Texas, Inc.
Humana Insurance Company
Humana Insurance Company of Kentucky
Humana Insurance Company of New York
Humana MarketPOINT, Inc.
Humana Medical Plan, Inc.
Humana Medical Plan of Utah, Inc.
Humana Military Healthcare Services, Inc.
Humana Wisconsin Health Organization Insurance Corporation
HumanaDental Insurance Company
Kanawha Insurance Company
The Dental Concern, Inc.
The Dental Concern, Ltd.

By: Joan O. Lenahan
Joan O. Lenahan
Vice President & Corporate Secretary

Humana Inc.

By: James H. Bloem
James H. Bloem
Senior Vice President,
Chief Financial Officer & Treasurer

Exhibit A
Service Agreements

AGT #	TYPE OF AGT	PROVIDER	RECIPIENT	REPOSITORY
135R	Service Center B	Humana Insurance Company	Humana Employers Health Plan of Georgia, Inc.	Humana Inc.
136R	Service Center	Humana Insurance Company	The Dental Concern, Ltd.	Humana Inc.
139R	Service Center	Humana Insurance Company	HumanaDental Insurance Company	Humana Inc.
141R	Service Center	Humana Insurance Company	Humana Health Plan of Ohio, Inc.	Humana Inc.
142R	Service Center B	Humana Insurance Company f/k/a EHI	Humana Health Plan of Texas, Inc.	Humana Inc.
153R	Corporate	Humana Inc.	Humana Wisconsin Health Organization Insurance Corporation	
157R	Corporate	Humana Inc.	HumanaDental Insurance Company	
158R	Corporate	Humana Inc.	Humana Insurance Company	
164R	Corporate	Humana Inc.	EmpheSys Insurance Company	
165R	Service Center	Humana Insurance Company	EmpheSys Insurance Company	Humana Inc.
166R	Corporate	Humana Inc.	Humana Health Plan of Ohio, Inc.	
170R	Corporate	Humana Inc.	Humana Health Plan of Texas, Inc.	
171R	Medicare Risk Marketing	Humana MarketPOINT, Inc.	Humana Health Plan of Texas, Inc.	Humana Inc.
181R	Corporate	Humana Inc.	The Dental Concern, Ltd.	
183R	Corporate	Humana Inc.	Humana Employers Health Plan of Georgia, Inc.	
190R	Corporate	Humana Inc.	Humana Insurance Company of Kentucky	
191R	Corporate	Humana Inc.	The Dental Concern, Inc.	
192R2	Service Center	Humana Insurance Company	The Dental Concern, Inc.	Humana Inc.
193R	Corporate	Humana Inc.	Humana Health Plan, Inc.	
194R	Service Center	Humana Insurance Company	Humana Health Plan, Inc.	Humana Inc.
200R	Medicare Risk Marketing	Humana MarketPOINT, Inc.	Humana Health Plan, Inc.	Humana Inc.
203R	Service Center	Humana Insurance Company	Humana Insurance Company of Kentucky	Humana Inc.
204	Service Center B	Humana Insurance Company f/k/a EHI	Humana Medical Plan, Inc.	Humana Inc.
207	Medicare Risk Marketing	Humana MarketPOINT, Inc.	Humana Medical Plan, Inc.	Humana Inc.
209	Corporate	Humana Inc.	Humana Medical Plan, Inc.	
211	Corporate	Humana Inc.	Humana Health Insurance Company of Florida, Inc.	
218	Service Center B	Humana Insurance Company f/k/a EHI	Humana Health Insurance Company of Florida, Inc.	Humana Inc.
220	Corporate	Humana Inc.	Humana Health Benefit Plan of Louisiana, Inc.	
221	Service Center B	Humana Insurance Company f/k/a EHI	Humana Health Benefit Plan of Louisiana, Inc.	Humana Inc.
223R	Medicare Risk Marketing	Humana MarketPOINT, Inc.	Humana Health Benefit Plan of Louisiana, Inc.	Humana Inc.
226	Corporate	Humana Inc.	CarePlus Health Plans, Inc.	
227	Service Center	Humana Insurance Company	Humana Wisconsin Health Organization Insurance Corporation	Humana Inc.
231R	Medicare Risk Marketing	Humana MarketPOINT, Inc.	Humana Insurance Company of New York	Humana Inc.
232R	Service Center	Humana Insurance Company	Humana Insurance Company of New York	Humana Inc.
233	Corporate	Humana Inc.	Humana Insurance Company of New York	

AGT #	TYPE OF AGT	PROVIDER	RECIPIENT	REPOSITORY
236	Medicare Risk Marketing	Humana MarketPOINT, Inc.	Humana Health Insurance Company of Florida, Inc.	Humana Inc.
239	Corporate	Humana Inc.	CHA HMO, Inc.	
240	Medicare Risk Marketing	Humana MarketPOINT, Inc.	Humana Insurance Company	Humana Inc.
243	Corporate	Humana Inc.	Humana Medical Plan of Utah, Inc.	
245	Medicare Risk Marketing	Humana MarketPOINT, Inc.	Humana Medical Plan of Utah, Inc.	Humana Inc.
246	Service Center	Humana Insurance Company	Humana Medical Plan of Utah, Inc.	Humana Inc.
248	Corporate	Humana Inc.	American Dental Providers of Arkansas, Inc.	
249	Corporate	Humana Inc.	CompBenefits Company	
250	Corporate	Humana Inc.	CompBenefits Dental, Inc.	
251	Corporate	Humana Inc.	American Dental Plan of North Carolina, Inc.	
252	Corporate	Humana Inc.	CompBenefits Insurance Company	
253	Corporate	Humana Inc.	DentiCare, Inc.	
254	Corporate	Humana Inc.	Kanawha Insurance Company	
257	Corporate	Humana Inc.	Humana Health Plan of California, Inc.	
258	Medicare Risk Marketing	Humana MarketPOINT, Inc.	Humana Health Plan of California, Inc.	Humana Inc.
259	Service Center	Humana Insurance Company	Humana Health Plan of California, Inc.	Humana Inc.
261	Corporate	Humana Inc.	Cariten Insurance Company	
262	Corporate	Humana Inc.	Cariten Health Plan Inc.	
263	Service Center	Humana Insurance Company	CompBenefits Insurance Company	Humana Inc.
264	Service Center	Humana Insurance Company	DentiCare, Inc.	
265	Corporate	Humana Inc.	Humana Benefit Plan of Illinois, Inc.	
266	Service Center	Humana Insurance Company	Humana Benefit Plan of Illinois, Inc.	Humana Inc.
268	Corporate	Humana Inc.	Humana AdvantageCare Plan, Inc.	
269	Medicare Risk Marketing	Humana MarketPOINT, Inc.	Humana AdvantageCare Plan, Inc.	Humana Inc.
270	Service Center	Humana Insurance Company	Humana AdvantageCare Plan, Inc.	Humana Inc.
278	Services	Humana Health Plan of California, Inc.	Humana Inc.	
279	Services	Humana Health Plan of California, Inc.	Humana Insurance Company	Humana Inc.
282	Service Center	Humana Insurance Company	Humana Military Healthcare Services, Inc.	Humana Inc.
284	Services	Humana Insurance Company	Humana Health Plan, Inc.	Humana Inc.
290	Service Center	Humana Insurance Company	CHA HMO, Inc.	Humana Inc.
291	Medicare Risk Marketing	Humana MarketPOINT, Inc.	CHA HMO, Inc.	Humana Inc.
292	Medicare Risk Marketing	Humana MarketPOINT, Inc.	Humana Benefit Plan of Illinois, Inc.	Humana Inc.
293	Medicare Risk Marketing	Humana MarketPOINT, Inc.	Humana Health Plan of Ohio, Inc.	Humana Inc.
294	Medicare Risk Marketing	Humana MarketPOINT, Inc.	Humana Wisconsin Health Organization Insurance Corporation	Humana Inc.
295	Medicare Risk Marketing	Humana MarketPOINT, Inc.	Humana Employers Health Plan of Georgia, Inc.	Humana Inc.
296	Service Center	Humana Insurance Company	Cariten Health Plan Inc.	Humana Inc.
297	Medicare Risk Marketing	Humana MarketPOINT, Inc.	Cariten Health Plan Inc.	Humana Inc.
299	Service Center	Humana Insurance Company	American Dental Plan of North Carolina	Humana Inc.
300	Service Center	Humana Insurance Company	American Dental Providers of Arkansas, Inc.	Humana Inc.
301	Service Center	Humana Insurance Company	CompBenefits Company	Humana Inc.
302	Service Center	Humana Insurance Company	CompBenefits Dental, Inc.	Humana Inc.

Exhibit B

Revisions to Service Agreements

- I. Section 2 of each Service Agreement shall be amended as follows (changes marked by underlining):
 2. Payment by Company shall be due and owing for services rendered by Service Provider hereunder as specified in Schedule B of the date of presentation of an invoice for such services. Company shall be prohibited from advancing funds to Service Provider except as payment for services rendered by Service Provider as provided hereunder.
- II. Schedule B of each Service Center Service Agreement and Medicare Risk Marketing Service Agreement, other than Service Agreements to which Kanawha Insurance Company is a party (numbered #254), Service Agreements to which Humana Insurance Company of New York is a party (numbered #231R, 232R, 233 and 241R), and the California Services Agreements (numbered #278 and #279) shall be amended as follows (changes marked by underlining):

SCHEDULE B

PART I

Company will be subject to a maximum of 15% of premium, plus a maximum of \$26 per member per month for ASO membership if applicable, for the services provided in Schedule A above. Payments under this agreement will not be subject to interest accruing to the Company or Service Provider.

Settlement of the current month's Schedule A costs under this service agreement shall occur during the same month based on an estimate. The monthly estimate will be prepared by the Service Provider's treasury department based upon average monthly activity plus any additional expected activity. These estimated amounts will be paid throughout the month, based on cash flow and liquidity of the company.

A final settlement of any residual activity will occur not less frequently than on a quarterly basis. The quarterly settlement, for the preceding calendar quarter, will occur by the end of the month in the months of March, May, August and November. Payment will be made upon presentation of an invoice for the balance due. The activity and invoice will be supported by a monthly summary statement.

PART II

Repository shall collect monies due to Company and Service Provider in the operation of its business. Repository shall disperse and collect such monies, as required, in accordance with this Service Agreement and state and federal laws, rules and regulations. Any party hereto shall have the right to offset amounts payable to or receivable from any other party hereto. In addition, Repository shall perform any necessary banking and accounting administrative duties to accomplish the aforementioned activities.

- III. Schedule B of each Corporate Services Agreement, other than Service Agreements to which Kanawha Insurance Company is a party (numbered #254), Service Agreements to which Humana Insurance Company of New York is a party (numbered #233), and the California Services Agreements (numbered #278 and #279), shall be amended as follows (changes marked by underlining):

SCHEDULE B

PART I Company will be subject to a maximum of 15% of premium, plus a maximum of \$26 per member per month for ASO membership if applicable, for the services provided in parts II and III of Schedule A above. Payments under this agreement will not be subject to interest accruing to the Company or Service Provider.

Settlement of the current month's Schedule A Part I, II and III costs under this service agreement shall occur during the same month based on an estimate. The monthly estimate will be prepared by the Service Provider's treasury department based upon average monthly activity plus any additional expected activity. These estimated amounts will be paid throughout the month, based on cash flow and liquidity of the company.

A final settlement of any residual activity will occur not less frequently than on a quarterly basis. The quarterly settlement, for the preceding calendar quarter, will occur by the end of the month in the months of March, May, August and November. ~~Payment will be made upon presentation of an invoice for the balance due.~~ The activity and invoice will be supported by a monthly summary statement.

PART II Repository shall collect monies due to Company and Service Provider in the operation of its business. Repository shall disperse and collect such monies, as required, in accordance with this Service Agreement and state and federal laws, rules and regulations. Any party hereto shall have the right to offset amounts payable to or receivable from any other party hereto. In addition, Repository shall perform any necessary banking and accounting administrative duties to accomplish the aforementioned activities.

- IV. Schedule B of each Service Agreement to which Kanawha Insurance Company is a party (numbered #254) shall be amended as follows (changes marked by underlining):

SCHEDULE B

PART I Company will be subject to a maximum of 1.5% of revenue for the services provided in Parts II and III of Schedule A above. Payments under this agreement will not be subject to interest accruing to the Company or any Service Provider.

Settlement of the current month's Schedule A Part I, II and III costs under this service agreement shall occur during the same month based on an estimate. The monthly estimate will be prepared by the Service Providers' treasury department based upon average monthly activity plus

any additional expected activity. These estimated amounts will be paid throughout the month, based on cash flow and liquidity of the company.

A final settlement of any residual activity will occur not less frequently than on a quarterly basis. The quarterly settlement, for the preceding calendar quarter, will occur by the end of the month in the months of March, May, August and November. ~~Payment will be made upon presentation of an invoice for the balance due.~~ The activity and invoice will be supported by a monthly summary statement.

PART II

Repository shall collect monies due to Company and Service Provider in the operation of its business. Repository shall disperse and collect such monies, as required, in accordance with this Service Agreement and state and federal laws, rules and regulations. Any party hereto shall have the right to offset amounts payable to or receivable from any other party hereto. In addition, Repository shall perform any necessary banking and accounting administrative duties to accomplish the aforementioned activities.

- V. Schedule B of each Service Agreement to which Humana Insurance Company of New York is a party (numbered #231R, 232R, 233 and 241R) shall be amended as follows (changes marked by underlining):

SCHEDULE B

PART I

As compensation for the services provided to the Company in Parts II and III of Schedule A above, the Company shall reimburse Service Provider for the direct and indirect (including overhead) costs incurred in furnishing or obtaining such services. No profit to Service Provider shall be included in such reimbursement. The determination of such costs shall be based on cost accounting procedures and methodologies in accordance with New York Regulation 30 and any other applicable regulations of the New York Insurance Department and shall be consistent with those applied by Service Provider in its own organization.

Company will be subject to a maximum of 15% of premium, plus a maximum of \$26 per member per month for ASO membership if applicable, for the services provided in Schedule A above. Payments under this agreement will not be subject to interest accruing to the Company or Service Provider.

Settlement of the current month's Schedule A costs under this service agreement shall occur during the same month based on an estimate. The monthly estimate will be prepared by the Service Provider's treasury department based upon average monthly activity plus any additional expected activity. These estimated amounts will be paid throughout the month, based on cash flow and liquidity of the company.

A final settlement of any residual activity will occur not less frequently than on a quarterly basis. The quarterly settlement, for the preceding calendar quarter, will occur by the end of the month in the months of March, May, August and November. ~~Payment will be made upon presentation of an invoice for the balance due.~~ The activity and invoice will be supported by a monthly summary statement.

Upon request, Service Provider shall provide to the Company: 1) the details of the internal cost accounting procedures and methodologies utilized in its cost allocation determinations, 2) supporting documentation to demonstrate that such procedures and methodologies are applied to the cost allocation of its own organization, and 3) its books and records for the purpose of verifying payments required.

PART II Repository shall collect monies due to Company and Service Provider in the operation of its business. Repository shall disperse and collect such monies, as required, in accordance with this Service Agreement and state and federal laws, rules and regulations. Any party hereto shall have the right to offset amounts payable to or receivable from any other party hereto. In addition, Repository shall perform any necessary banking and accounting administrative duties to accomplish the aforementioned activities.

- VI. Schedule B of each California Services Agreement (numbered #278 and #279) shall be amended as follows (changes marked by underlining):

SCHEDULE B

PART I Company will be subject to a maximum of 15% of premium, plus a maximum of \$26 per member per month for ASO membership if applicable, for the services provided in parts II and III of Schedule A above, combined with services received via any other intercompany services agreements on file with the relevant regulatory authority to which the Company, as defined on page 1 of this agreement, is a party. Payments under this agreement will not be subject to interest accruing to either the Company or Service Provider.

Settlement of the current month's Schedule A Part I, II and III costs under this service agreement shall occur during the same month based on an estimate. The monthly estimate will be prepared by the Service Provider treasury department based upon average monthly activity plus any additional expected activity. These estimated amounts will be paid throughout the month, based on cash flow and liquidity of the Company.

A final settlement of any residual activity will be made by the end of the month in the months of March, May, August and November for the preceding calendar quarter, ~~upon presentation of an invoice for the balance due.~~ The activity ~~and invoice~~ will be supported by a monthly summary statement.

PART II Repository shall collect monies due to Company and Service Provider in the operation of its business. Repository shall disperse and collect such monies, as required, in accordance with this Service Agreement and state and federal laws, rules and regulations. Any party hereto shall have the right to offset amounts payable to or receivable from any other party hereto. In addition, Repository shall perform any necessary banking and accounting administrative duties to accomplish the aforementioned activities.

VII. Schedule A of each Corporate Services Agreement shall be amended as follows (changes marked by underlining):

SCHEDULE A

Part I The following costs are direct Company costs that will be incurred by Service Provider on behalf of the Company and will be charged to the Company at actual cost. Service Provider will either provide or contract for the processing of these payments. The services required to process these payments are included in Part II.

- X Trade Accounts Payments.
- X Payroll and Tax Payments.
- X Broker Commissions.

Part II The following costs are incurred by Service Provider in order to provide services, management and oversight to the Company and other subsidiaries. Service Provider will either provide or contract for the provision of these services. The Company shall be allocated a pro rata share of these costs based upon appropriate cost drivers such as weighted membership, headcount or premium.

- X Medical and product management—management of small and large group plans and medical affairs.
- X Executive management—salaries and related costs of executive management personnel.
- X Information systems—oversight and administration of information systems and services including application development, database support, mail service, voice and data networks, and security.
- X Financial Services—financial reporting, planning and budgeting, disbursement processing, treasury and investments, tax preparation, insurance and risk management, and investor relations.
- X Legal Services—administration of internal and external legal services and internal audit function.
- X Human Resources management—administration of recruiting, compensation, associate training, associate benefits, building and business services, and purchasing.
- X Sales distribution management – salaries and related costs of sales management functions
- X Costs directly related to the above such as Benefits, Payroll taxes, and occupancy

- X Wellness coaching and administration of incentive based health and wellness rewards programs
- X Data analytics

Part III

The following costs are incurred by Service Provider in order to provide management and oversight to the Company and other subsidiaries. Service Provider will either provide or contract for the provision of these services. The Company shall be allocated a pro rata share of these costs as noted.

- X Executive benefits--allocated to the Company based upon employees who receive these benefits.
- X Insurance—various policies are maintained for all Service Provider subsidiaries. The costs of these policies are either allocated on space occupied or employee data, whichever is more appropriate.
- X Marketing, Telemarketing and advertising costs--identified by product and market and spread among legal entities based upon weighted membership.
- X Sales Incentives--identified by product and allocated among legal entities based upon weighted membership.
- X Pharmacy Rebates—rebates are tracked by product and market. Rebate rate is calculated based on this historical tracking and recorded to all legal entities who sell that product. Rate is adjusted prospectively.

GLOBAL AMENDMENT TO INTER-COMPANY SERVICE AGREEMENTS

This Global Amendment to Inter-company Service Agreements (the “**Amendment**”) effective as of January 1, 2013, is between and among Humana Inc. (“**Humana**”) and each of the undersigned subsidiaries of Humana (each, an “**Affiliate**”).

WHEREAS, from time to time in the ordinary course of business Humana and/or certain of its Affiliates have entered into various inter-company services agreements, consisting of:

- (i) Corporate Service Agreements (each, a “**Corporate Service Agreements**”);
- (ii) Service Center Service Agreements (each, a “**Service Center Service Agreement**”);
- (iii) Services Agreements (each, a “**California Services Agreement**”); and
- (iv) Marketing Service Agreements (each, a “**Marketing Service Agreement**”, and together with the Corporate Service Agreements, Service Center Service Agreements, and California Services Agreements, the “**Service Agreements**”);

pursuant to which Humana and/or one or more Affiliates agrees to perform services for one or more other Affiliates in exchange for specified consideration, all in accordance with laws, statutes and regulations governing the business of Humana and the Affiliates; and

WHEREAS, the Centers for Medicare & Medicaid Services (“**CMS**”) has released new Compliance Program Guidelines for Corrective Actions as outlined in Section 50.7.2 of Chapter 21 of the Medicare Managed Care Manual and Chapter 9 of the Prescription Drug Benefit Manual (the “**Guidelines**”); and

WHEREAS, Humana and the affiliates also wish for the services provided under the Service Agreements to apply to additional products and programs (the “**New Products**”); and

WHEREAS, Humana and the Affiliates desire to replace Schedule C of the Service Agreements to reflect the requirements of the Guidelines and CMS regulations and to apply the service Agreements to the New Products.

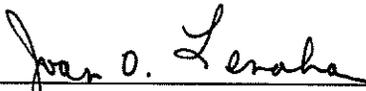
NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto have agreed and do agree that **Schedule C** of each the Service Agreements set forth at **Exhibit A** attached hereto shall be and is hereby amended as set forth in **Exhibit B** attached hereto.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers and effective as of the date first written above.

**American Dental Plan of North Carolina, Inc.
American Dental Providers of Arkansas, Inc.
Arcadian Health Plan, Inc.
Arcadian Health Plan of Georgia, Inc.
Arcadian Health Plan of Louisiana, Inc.
Arcadian Health Plan of North Carolina, Inc.
CarePlus Health Plans, Inc.
Cariten Health Plan Inc.
Cariten Insurance Company
CHA HMO, Inc.
CompBenefits Company
CompBenefits Dental, Inc.
CompBenefits Insurance Company
DentiCare, Inc.
EmpheSys Insurance Company
Humana AdvantageCare Plan, Inc.
Humana Benefit Plan of Illinois, Inc.
Humana Employers Health Plan of Georgia, Inc.
Humana Health Benefit Plan of Louisiana, Inc.
Humana Health Company of New York, Inc.
Humana Health Insurance Company of Florida, Inc.**

**Humana Health Plan, Inc.
Humana Health Plan of California, Inc.
Humana Health Plan of Ohio, Inc.
Humana Health Plan of Texas, Inc.
Humana Insurance Company
Humana Insurance Company of Kentucky
Humana Insurance Company of New York
Humana MarketPOINT, Inc.
Humana Medical Plan, Inc.
Humana Medical Plan of Michigan, Inc.
Humana Medical Plan of Pennsylvania, Inc.
Humana Medical Plan of Utah, Inc.
Humana Government Business, Inc.
Humana Wisconsin Health Organization Insurance Corporation
Humana Regional Health Plan, Inc.
HumanaDental Insurance Company
Kanawha Insurance Company
The Dental Concern, Inc.
The Dental Concern, Ltd.**

By: 
Joan O. Lenahan
Vice President & Corporate Secretary

Humana Inc.

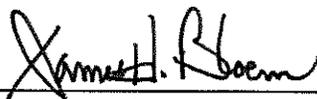
By: 
James H. Bloem
Senior Vice President,
Chief Financial Officer & Treasurer

Exhibit A
Service Agreements

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183R	Corporate	Humana Inc.	Humana Employers Health Plan of Georgia, Inc.	
190R	Corporate	Humana Inc.	Humana Insurance Company of Kentucky	
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240	Marketing Service Agreement	Humana MarketPOINT, Inc.	Humana Insurance Company	Humana Inc.
243	Corporate	Humana Inc.	Humana Medical Plan of Utah, Inc.	
245	Marketing Service Agreement	Humana MarketPOINT, Inc.	Humana Medical Plan of Utah, Inc.	Humana Inc.
246	Service Center	Humana Insurance Company	Humana Medical Plan of Utah, Inc.	Humana Inc.
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249	Corporate	Humana Inc.	CompBenefits Company	
250	Corporate	Humana Inc.	CompBenefits Dental, Inc.	
251	Corporate	Humana Inc.	American Dental Plan of North Carolina, Inc.	
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291	Marketing Service Agreement	Humana MarketPOINT, Inc.	CHA HMO, Inc.	Humana Inc.
292	Marketing Service Agreement	Humana MarketPOINT, Inc.	Humana Benefit Plan of Illinois, Inc.	Humana Inc.
293	Marketing Service Agreement	Humana MarketPOINT, Inc.	Humana Health Plan of Ohio, Inc.	Humana Inc.
294	Marketing Service Agreement	Humana MarketPOINT, Inc.	Humana Wisconsin Health Organization Insurance Corporation	Humana Inc.
295	Marketing Service Agreement	Humana MarketPOINT, Inc.	Humana Employers Health Plan of Georgia, Inc.	Humana Inc.
296	Service Center	Humana Insurance Company	Cariten Health Plan Inc.	Humana Inc.

AGT #	TYPE OF AGT	PROVIDER	RECIPIENT	REPOSITORY
297	Marketing Service Agreement	Humana MarketPOINT, Inc.	Cariten Health Plan Inc.	Humana Inc.
299	Service Center	Humana Insurance Company	American Dental Plan of North Carolina	Humana Inc.
300	Service Center	Humana Insurance Company	American Dental Providers of Arkansas, Inc.	Humana Inc.
301	Service Center	Humana Insurance Company	CompBenefits Company	Humana Inc.
302	Service Center	Humana Insurance Company	CompBenefits Dental, Inc.	Humana Inc.
303	Corporate	Humana Inc.	Humana Regional Health Plan, Inc.	
304	Service Center	Humana Insurance Company	Humana Regional Health Plan, Inc.	Humana Inc.
305	Marketing Service Agreement	Humana MarketPOINT, Inc.	Humana Regional Health Plan, Inc.	Humana Inc.
306	Corporate	Humana Inc.	Arcadian Health Plan of Georgia, Inc.	
307	Service Center	Humana Insurance Company	Arcadian Health Plan of Georgia, Inc.	Humana Inc.
308	Marketing Service Agreement	Humana MarketPOINT, Inc.	Arcadian Health Plan of Georgia, Inc.	Humana Inc.
309	Corporate	Humana Inc.	Arcadian Health Plan of Louisiana, Inc.	
310	Service Center	Humana Insurance Company	Arcadian Health Plan of Louisiana, Inc.	Humana Inc.
311	Marketing Service Agreement	Humana MarketPOINT, Inc.	Arcadian Health Plan of Louisiana, Inc.	Humana Inc.
312	Corporate	Humana Inc.	Arcadian Health Plan of North Carolina, Inc.	
313	Service Center	Humana Insurance Company	Arcadian Health Plan of North Carolina, Inc.	Humana Inc.
314	Marketing Service Agreement	Humana MarketPOINT, Inc.	Arcadian Health Plan of North Carolina, Inc.	Humana Inc.
315	Corporate	Humana Inc.	Humana Health Company of New York, Inc.	
316	Service Center	Humana Insurance Company	Humana Health Company of New York, Inc.	Humana Inc.
317	Marketing Service Agreement	Humana MarketPOINT, Inc.	Humana Health Company of New York, Inc.	Humana Inc.
318	Corporate	Humana Inc.	Arcadian Health Plan, Inc.	
319	Service Center	Humana Insurance Company	Arcadian Health Plan, Inc.	Humana Inc.
320	Marketing Service Agreement	Humana MarketPOINT, Inc.	Arcadian Health Plan, Inc.	Humana Inc.

Exhibit B

Schedule C of each Service Agreement shall be replaced in its entirety by the following:

SCHEDULE C

This Schedule C relates specifically to Medicare Advantage products and plans, Medicare Prescription Drug Plan products and plans, and Medicare-Medicaid products and plans.

1. Medicare Advantage and Medicare-Medicaid. These provisions relate specifically to Medicare Advantage and Medicare-Medicaid products and plans. In the event that any of the terms and conditions of the Agreement relating to Medicare Advantage or Medicare-Medicaid products and plans conflict with any of the terms and conditions of this Addendum, the terms and conditions of this Addendum shall govern.
 - (a) Notwithstanding any relationship between the parties established pursuant to this Agreement, the Company shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its Medicare Advantage contract (“MA contract”) or its Medicare-Medicaid contract (“Medicare-Medicaid contract”) and, together with the MA contract, the “CMS Contracts”), as applicable, with Centers for Medicare and Medicaid Services (“CMS”).
 - (b) All services or other activities performed by Service Provider shall be consistent and comply with the Company’s contractual obligations under its CMS Contracts.
 - (c) The Company and Service Provider agree to comply with all applicable federal laws, regulations, and CMS instructions.
 - (d) The Company and Service Provider shall grant Health and Human Services (“HHS”), the Comptroller General, or their designees, the right to audit, evaluate, and inspect any books, contracts, records including medical records, and documentation of Service Provider involving transactions related to the Company’s CMS Contracts. This right to inspect, evaluate, and audit any pertinent information for any particular contract period shall exist through 10 years from the final date of the contract period between the Company and CMS or from the date of completion of any audit, whichever is later.
 - (e) Service Provider agrees to produce to the Company, upon request by CMS or its designees, any books, contracts, records, including any medical records and documentation of the Company, relating to the MA program or the Medicare-Medicaid program, as applicable, for the Company to provide to CMS.
 - (f) The Company and Service Provider agree to make available any books, contracts, records and documentation that pertain to any aspect of services performed, reconciliation of benefit liabilities, and determination of amounts payable under the Company’s CMS Contracts, or as the HHS Secretary may deem necessary to enforce the CMS Contracts.
 - (g) The Company and Service Provider agree to: (i) abide by all federal and state laws regarding confidentiality, privacy, security and disclosure of medical records or other health and enrollment information, (ii) ensure that medical information is released only in accordance with applicable state or federal law, or pursuant to court orders or subpoenas,

- (iii) maintain all member records and information in an accurate and timely manner, and
 - (iv) allow timely access by members to the records and information that pertain to them.
- (h) Service Provider is prohibited from holding members liable for payment of any fees that are the responsibility of the Company. With respect to any members who are eligible for both Medicare and Medicaid, Service Provider agrees that such members will not be held liable for any costs under this Agreement. Further, with respect to such members, Service Provider agrees to: (i) accept the payment amount from the Company as payment in full, or (ii) bill the appropriate State source under the applicable Medicare-Medicaid program, if applicable.
- (i) The Company and Service Provider agree that the Company's activities or responsibilities under the CMS Contracts that are delegated to Service Provider shall be contained in written arrangements in accordance with the following requirements:
 - (1) The parties will enter into written arrangements that specify the delegated activities and reporting responsibilities;
 - (2) The Company shall have the right to revoke the delegation activities and reporting requirements or specify other remedies in instances where CMS or the Company determine that Service Provider has not performed satisfactorily;
 - (3) The parties will enter into written arrangements that specify that Service Provider's performance is monitored by the Company on an ongoing basis;
 - (4) The parties will enter into written arrangements that specify either:
 - (A) The credentials of medical professionals affiliated with Service Provider, if any, will be either reviewed by the Company; or
 - (B) The credentialing process will be reviewed and approved by the Company and the Company will audit the credentialing process on an ongoing basis.
 - (5) Service Provider agrees to comply with all applicable federal laws, regulations, and CMS instructions, and Company may terminate this Agreement if Service Provider: (i) fails to maintain compliance with all such federal laws, regulations, and CMS instructions; or (ii) engages in fraud, waste or abuse.
- (j) The Company and Service Provider agree that if the Company delegates to Service Provider the selection of its prescription drug providers, the Company shall retain the right to approve, suspend, or terminate any such arrangement.
- (k) The Company and Service Provider agree that if Service Provider will establish the pharmacy network or select pharmacies to be included in the network:
 - (l) payments to such pharmacies (other than long-term care and mail order pharmacies) shall be issued, mailed or otherwise transmitted with respect to all clean claims submitted by or on behalf of pharmacies within (i) 14 days for electronic claims and (ii) 30 calendar days for claims submitted otherwise; and

- (i) Service Provider shall initially use the latest update of First Data Bank Services or Medispan to determine the average wholesale price (“AWP”) for a given pharmaceutical product for reimbursement purposes; (ii) in the event that First Data Bank Services or Medispan ceases publication of the AWP and a new industry recognized source for AWP is chosen by Service Provider, then Service Provider will provide thirty (30) calendar days advance written notice to the pharmacies included in the pharmacy network; (iii) the prescription drug pricing standard used to reimburse pharmacies based on the cost of the drug will be updated on January 1 of each contract year and at least every seven (7) calendar days thereafter, to accurately reflect the market price of acquiring the drug; and (iv) the Company and Service Provider will require such pharmacies to submit claims to the Company and Service Provider whenever the membership ID card is presented or on file at such pharmacy unless the enrollee expressly requests that a particular claim not be submitted.
 - (l) The Company and Service Provider agrees that if Service Provider will adjudicate and process claims at the point of sale and/or negotiate with prescription drug manufacturers and others for rebates, discounts, or other price concessions on prescription drugs, Service Provider agrees to comply with the reporting requirements established in Section 6005 of the Affordable Care Act.
2. Medicare Prescription Drug Plans (“PDP”). In the event that any of the terms and conditions of the Agreement relating to PDPs conflict with any of the terms and conditions of this Addendum, the terms and conditions of this Addendum shall govern.
 - (a) Notwithstanding any relationship between the Company and Service Provider established pursuant to this Agreement, the Company shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its PDP contract (“PDP contract”) with CMS.
 - (b) All services or other activities performed by Service Provider shall be consistent and comply with the Company’s contractual obligations under its PDP contract.
 - (c) The Company and Service Provider agree to comply with all applicable federal laws, regulations, and CMS instructions.
 - (d) The Company and Service Provider shall grant HHS, the Comptroller General, or their designees, the right to audit, evaluate, and inspect any books, contracts, records including medical records, and documentation of Service Provider involving transactions related to the Company’s PDP contract with CMS. This right to inspect, evaluate, and audit any pertinent information for any particular contract period shall exist through 10 years from the final date of the contract period between the Company and CMS or from the date of completion of any audit, whichever is later.
 - (e) Service Provider agrees to produce to the Company, upon request by CMS or its designees, any books, contracts, records, including any medical records and documentation of the Company, relating to the PDP program, for the Company to provide to CMS.
 - (f) The Company and Service Provider agree to make available any books, contracts, records and documentation that pertain to any aspect of services performed, reconciliation of

benefit liabilities, and determination of amounts payable under the Company's PDP contract, or as the HHS Secretary may deem necessary to enforce the PDP contract.

- (g) The Company and Service Provider agree to: (i) abide by all federal and state laws regarding confidentiality, privacy, security and disclosure of medical records or other health and enrollment information, (ii) ensure that medical information is released only in accordance with applicable state or federal law, or pursuant to court orders or subpoenas, (iii) maintain all Medicare member records and information in an accurate and timely manner, and (iv) allow timely access by Medicare members to the records and information that pertain to them.
- (h) Service Provider is prohibited from holding PDP members liable for payment of any fees that are the responsibility of the Company.
- (i) The Company and Service Provider agree that the Company's activities or responsibilities under the PDP contract that are delegated to Service Provider shall be contained in written arrangements in accordance with the following requirements:
 - (1) The parties will enter into written arrangements that specify the delegated activities and reporting responsibilities;
 - (2) The Company shall have the right to revoke the delegation activities and reporting requirements or specify other remedies in instances where CMS or the Company determine that Service Provider has not performed satisfactorily;
 - (3) The parties will enter into written arrangements that specify that Service Provider's performance is monitored by the Company on an ongoing basis;
 - (4) The parties will enter into written arrangements that specify either:
 - (A) The credentials of medical professionals affiliated with Service Provider, if any, will be either reviewed by the Company; or
 - (B) The credentialing process will be reviewed and approved by the Company and the Company will audit the credentialing process on an ongoing basis.
 - (5) Service Provider agrees to comply with all applicable federal laws, regulations, and CMS instructions, and Company may terminate this Agreement if Service Provider:
 - (i) fails to maintain compliance with all such federal laws, regulations, and CMS instructions; or
 - (ii) engages in fraud, waste or abuse.
- (j) The Company and Service Provider agree that if the Company delegates to Service Provider the selection of its prescription drug providers, the Company shall retain the right to approve, suspend, or terminate any such arrangement.
- (k) The Company and Service Provider agree that if Service Provider will establish the pharmacy network or select pharmacies to be included in the network:
 - (1) payments to such pharmacies (other than long-term care and mail order pharmacies) shall be issued, mailed or otherwise transmitted with respect to all

clean claims submitted by or on behalf of pharmacies within (i) 14 days for electronic claims and (ii) 30 calendar days for claims submitted otherwise; and

- (2) (i) Service Provider shall initially use the latest update of First Data Bank Services or Medispan to determine the AWP for a given pharmaceutical product for reimbursement purposes; (ii) in the event that First Data Bank Services or Medispan ceases publication of the AWP and a new industry recognized source for AWP is chosen by Service Provider, then Service Provider will provide thirty (30) calendar days advance written notice to the pharmacies included in the pharmacy network; (iii) the prescription drug pricing standard used to reimburse pharmacies based on the cost of the drug will be updated on January 1 of each contract year and at least every seven (7) calendar days thereafter, to accurately reflect the market price of acquiring the drug, and (iv) the Company and Service Provider will require such pharmacies to submit claims to the Company and Service Provider whenever the membership ID card is presented or on file at such pharmacy unless the enrollee expressly requests that a particular claim not be submitted.
- (I) The Company and Service Provider agrees that if Service Provider will adjudicate and process claims at the point of sale and/or negotiate with prescription drug manufacturers and others for rebates, discounts, or other price concessions on prescription drugs, Service Provider agrees to comply with the reporting requirements established in Section 6005 of the Affordable Care Act.