

MEDIGAP AMENDMENT TO AGENT AGREEMENT

This Amendment to the Agent Agreement is entered into for an effective date of October 1, 2009, by and between PRIORITY HEALTH, a Michigan health maintenance organization ("Priority Health"), PRIORITY HEALTH MANAGED BENEFITS, INC., a Michigan corporation and licensed third party administrator ("PHMB"), and PRIORITY HEALTH INSURANCE COMPANY, a Michigan insurance company ("PHIC" and, together with Priority Health and PHMB, the "Companies") and _____ with a principal place of business at _____ ("Agent").

RECITALS:

1. Agent and the Companies previously entered into an Agent Agreement.
2. PHIC is now approved by the Office of Financial and Insurance Regulation to offer Medicare Supplement Insurance (Medigap) plans.
3. The Companies and Agent desire to enter into this Amendment to the Agent Agreement according to which Agent shall market the Medigap plans and the Companies shall compensate Agent for Agent's services.

ACCORDINGLY, the parties agree to amend the Agent Agreement as follows:

- I. Attachment B Agent Policies is amended to include the following:

5. Medicare Supplement Insurance (Medigap) Plans

Medigap is offered through Priority Health Insurance Company (PHIC).

Agent will comply with all sales performance standards established by the Companies, written or oral, which shall include, but are not limited to, the following:

- Agent must submit completed enrollment forms to the Companies within two business days (24 hours during the last week of the month) from the date Agent receives such leads; and
- Agent must participate in all PHIC Medigap related training including, but not limited to, webinar or on-line training, as directed by the Companies.

Agent understands and agrees that the Companies may modify, enhance or otherwise alter its sales performance standards at any time at its sole discretion.

Agent shall promptly notify the Companies of any disciplinary proceedings related to Agent's license, including notice of any investigatory proceedings instituted by the Centers for Medicare and Medicaid Services and/or the Michigan Office of Financial and Insurance Regulation.

Agent shall not broadcast, publish or distribute any advertisements or other information about PHIC's Medigap without the Companies' prior written approval.

Medigap individuals are entitled to a thirty (30) day "right to return" period that allows individuals to return the Medigap policy to the insurer within thirty (30) days of receiving the policy if the individuals decide not to continue the policy for any reason. In these cases, the policy will be treated as though it was never issued; therefore, Agent's commission will not be paid on the policies in which individuals have exercised this right.

II. The Parties restate all other provisions of the Agent Agreement and agree that all such provisions remain in effect. If there is any conflict between the provisions of this Amendment and the provisions of the Agent Agreement, the provisions of this Amendment shall control.

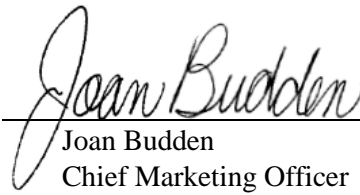
IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

AGENT

**PRIORITY HEALTH
PRIORITY HEALTH MANAGED BENEFITS, INC.
PRIORITY HEALTH INSURANCE COMPANY**

Print Name

Signature



Joan Budden
Chief Marketing Officer

Social Security Number

Agent Name: _____

Company Name: _____

Address: _____

Phone #: _____ Fax #: _____

E-mail: _____