



## ***ME Agent Contracting Checklist***

**To expedite the contracting process, please follow the steps below:**

### **Step 1: Complete and Sign the Following Items**

- Anthem Producer Appointment Data Sheet – 3 pages
- Medicare Advantage and part D Broker Contract Addendum-Attachment 1-Medicare Advantage and Medicare Part D Regulatory Exhibit
- ME Producer Agreement for Senior Products
- Assignment of Commission Agreement
  - **NOTE: Anthem commissions will be payable through GarityAdvantage at the maximum rate allowed by CMS.**

### **Step 2: Provide copies and meet the following requirements:**

1. ME State Health Insurance License-photocopy
2. Proof of Errors & Omissions Coverage
3. You must not be on the excluded party list ([www.epls.gov](http://www.epls.gov) and [www.exclusions.oig.hhs.gov](http://www.exclusions.oig.hhs.gov) both sites must be verified)
4. **\$70 Appointment Fee (ME)** *Required if you are not currently appointed with Anthem in ME.*

**Make Check Payable to: Garity Associates and Provide a PHOTO Copy with your faxed or emailed contracting. Then mail the actual check to: Garity Associates, P.O. Box 8, Accord, MA 02018**

**NOTE: We cannot submit your contracting without a photocopy of the appointment fee check.**

(Additional states require additional fees and paperwork. Contact contracting with questions.)

### **Step 3: Return completed contracting material to us via email or fax:**

**Email: [contracting@garityadvantage.com](mailto:contracting@garityadvantage.com) Fax: 339-469-8155**

**P.O. Box 8 Accord, MA 02018 Phone 800-234-9488 Fax 339-469-8155**

# Producer Appointment Data Sheet



## SECTION 1: FORM PURPOSE

New appointment     Change    Selling Medicare plans?  Yes     No

## SECTION 2: PRODUCER INFORMATION

First name		M.I.	Last name		Social security no./Government ID no.	
Date of birth (MM/DD/YYYY)		National Producer No. (NPN)		Home phone no.		Home fax no.
Business name					Tax ID no.	
Business phone no.* Ext.		Business fax no.		Firm/agency National Producer No. (NPN)**		Agency principal date of birth
Residence mailing address (no P.O. box)			City	State	ZIP code	County
Business mailing address			City	State	ZIP code	County
Physical business mailing address (if different from business mailing address)			City	State	ZIP code	County

I prefer to receive mailings at:  Residence mailing address     Business mailing address     Physical business mailing address

Personal email address    Business email address\*

Previous names. Have you used any other names or aliases in the last seven (7) years?  Yes     No    If Yes, please list any/all such names.

Previous first name	Previous middle name	Previous last name

\*For communication purposes, both phone number and email address are required.

\*\*Required only if requesting an appointment for a firm/agency.

## SECTION 3: APPOINTMENT INFORMATION

Type of appointment:  Individual     Firm/agency    Is firm/agency incorporated?  Yes     No  
If Yes, type of corporation:  Sole proprietor     LLC     LLP     S-Corporation

## SECTION 4: COMMISSION ASSIGNMENT – Complete this section if commissions are to be assigned to an agency or corporation

Agency/corporation name	Tax ID no.
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## SECTION 5: COMMISSION HIERARCHY – If applicable

Brokerage General Agency (BGA) name	BGA broker ID no. or BGA broker code
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**Privacy Policy:** Your privacy is important to us. We do not sell or share any personal information contained in this document with any third parties, with exception of providing information to state or government agencies for the express use of obtaining licenses or licensing information. We reserve the right to disclose your personally identifiable information as required by law and/or to comply with a judicial proceeding, court order, or legal process served on our company. We shall not be held responsible for any personal information obtained illegally by a third party via fax, e-mail, or other online transmittal.

Life and Disability products underwritten by Anthem Life Insurance Company, an independent licensee of the Blue Cross and Blue Shield Association. Anthem Blue Cross and Blue Shield is the trade name of: In Colorado: Rocky Mountain Hospital and Medical Service, Inc. HMO products underwritten by HMO Colorado, Inc. In Connecticut: Anthem Health Plans, Inc. In Indiana: Anthem Insurance Companies, Inc. In Kentucky: Anthem Health Plans of Kentucky, Inc. In Maine: Anthem Health Plans of Maine, Inc. In Missouri (excluding 30 counties in the Kansas City area): RightCHOICE® Managed Care, Inc. (RIT), Healthy Alliance® Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. In Nevada: Rocky Mountain Hospital and Medical Service, Inc. HMO products underwritten by HMO Colorado, Inc., dba HMO Nevada. In New Hampshire: Anthem Health Plans of New Hampshire, Inc. In Ohio: Community Insurance Company. In Virginia: Anthem Health Plans of Virginia, Inc. trades as Anthem Blue Cross and Blue Shield in Virginia, and its service area is all of Virginia except for the City of Fairfax, the Town of Vienna, and the area east of State Route 123. In Wisconsin: Blue Cross Blue Shield of Wisconsin (BCBSWI), which underwrites or administers the PPO and indemnity policies; CompCare Health Services Insurance Corporation (CompCare), which underwrites or administers the HMO policies; and CompCare and BCBSWI collectively, which underwrite or administer the PDS policies. Independent licensees of the Blue Cross and Blue Shield Association. © ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

**SECTION 6: PREVIOUS ADDRESS**

Have you lived anywhere other than the above mentioned Legal residence in the last two (2) years?  Yes  No

If Yes, please list any/all such addresses. Please enter any additional information in the Remarks (Section 11).

Previous address	City	State	ZIP code
Previous address	City	State	ZIP code

**SECTION 7: EMPLOYMENT HISTORY**

Have you been employed anywhere other than with your current employer in the last two (2) years?  Yes  No

If Yes, please list any/all such employment history. Please enter any additional information in the Remarks (Section 11).

Previous employer name	Start date	End date
Previous employer address	City	State ZIP code
Previous employer name	Start date	End date
Previous employer address	City	State ZIP code

**SECTION 8: LICENSE INFORMATION –**

Please attach copies of all licenses where appointment is requested. If appointment requested, please indicate the line requested.

Residence license state	Residence license no.	Residence license line of business	Appointment request/line of business
Non-residence license state	Non-residence license no.	Non-residence license line of business	Appointment request/line of business

**SECTION 9: E & O POLICY INFORMATION – Please include a copy of your declaration page or certificate with application**

Policy amount	Policy no.	Policy carrier	Effective date	Expiration date

**SECTION 10: BUSINESS PRACTICES**

If you answer “Yes” to any questions, attach a signed written explanation with all relevant information and supporting documents.

a. Have you ever had an insurance license or appointment, or a securities registration, or an application for such, denied, suspended, cancelled or revoked?	<input type="checkbox"/> Yes <input type="checkbox"/> No	g. Have you individually, or has a company you exercised control over, filed a bankruptcy petition or been the subject of an involuntary bankruptcy petition?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Has any legal or regulatory body ever sanctioned, censured, penalized or otherwise disciplined you?	<input type="checkbox"/> Yes <input type="checkbox"/> No	h. Are there any unsatisfied judgments, garnishments, or liens against you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. Has any state or federal regulatory agency or self-regulatory authority ever filed a complaint against you?	<input type="checkbox"/> Yes <input type="checkbox"/> No	i. Are you in debt to any insurance company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d. Have you even been subjected to an insurance or investment related consumer initiated complaint or proceeding?	<input type="checkbox"/> Yes <input type="checkbox"/> No	j. Have you ever been indicted for, convicted of, or pled guilty or nolo contendere to any felony or misdemeanor other than a minor traffic offense?	<input type="checkbox"/> Yes <input type="checkbox"/> No
e. Has a bonding or surety company denied, ever paid out on, or revoked a bond for you?	<input type="checkbox"/> Yes <input type="checkbox"/> No	k. Are you currently party to any litigation or the subject of any investigations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
f. Has an E&O carrier ever denied claims, paid claims, or cancelled your coverage?	<input type="checkbox"/> Yes <input type="checkbox"/> No	l. Has any employer, insurance company, or securities, broker-dealer ever terminated your employment or contract, or permitted you to resign for any other reason than lack of sales?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**SECTION 11: REMARKS – Enter any remarks or additional information from sections 6 and/or 7**

**SECTION 12: AUTHORIZATION – Signature required**

This notice is being provided to you by the Company pursuant to the Fair Credit Reporting Act (“FCRA”). As used herein, “the Company” means the identified insurer (the insurer identified on this form) and its subsidiaries, affiliates, officers, employees, agents, and representatives.

In connection with determining your eligibility for an insurance agent or producer license and/or your eligibility to be appointed or sponsored as an agent of the Company, and to maintain such license and appointment, in one or more states, the Company will from time to time conduct background checks. Such background checks may include the ordering of “consumer reports” from a “consumer reporting agency” containing information on your criminal and credit history. These terms are defined in the FCRA.

I acknowledge and agree that this Producer Appointment Data Sheet does not constitute a contract of any kind. I hereby authorize the Company and its authorized agents to investigate my background, references, character, past employment, education, criminal or police reports, including those mandated by both public and private organizations and all public records for the purpose of qualifications for my appointment, I hereby consent to the Producer Appointment Form and background information to government or regulatory agencies.

I hereby release the Company, its authorized agents and any person or entity which provides information pursuant to this authorization, from any and all liabilities, claims or lawsuits relating to the information obtained from any and all of the above referenced sources, or from the furnishing of the same. This is a continuing authorization.

I understand that I am obligated to immediately report any event that changes any of the information, in any manner, which I have provided on this application.

I hereby certify that all of the information herein is accurate and complete. Finally, I acknowledge and agree that my appointment will, in part, be based on this Producer Appointment Data Sheet and background information, and any falsification, misrepresentation or omission of information from this form may result in the withholding or withdrawal of any offer of appointment or the revocation of appointment by the Company whenever discovered.

**For Maine Applicants Only**

Upon request, you will be informed whether or not an investigative consumer report was requested, and if such a report was requested, the name and address of the consumer reporting agency furnishing the report. You may request and receive from us, within 5 business days of our receipt of your request, the name, address and telephone number of the nearest unit designated to handle inquiries for the consumer reporting agency issuing an investigative consumer report concerning you. You also have the right, under Main law, to request and promptly receive from all such agencies copies of any reports.

**For New York Applicants Only**

You have the right, upon written request, to be informed of whether or not a consumer report was requested. If a consumer report is requested, you will be provided with the name and address of the consumer reporting agency furnishing the report.

I certify that I have read and understand the above information.

Signature <b>X</b>	Date (MM/DD/YYYY)
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# Medicare Advantage and Part D Broker Contract Addendum

## Attachment 1

### Medicare Advantage and Medicare Part D Regulatory Exhibit

The following Medicare Advantage and Medicare Part D terms and conditions shall be incorporated into the Business Entity Insurance Producer Agreement between Anthem Insurance Companies, Inc. and applicable affiliates or clients requiring the services described herein (herein referred to as “Anthem”) and Entity Producer. These provisions shall only apply to services provided by Entity Producer to or for Anthem’s Medicare Advantage and/or Medicare Part D plans in accordance with and pursuant to the Medicare Modernization Act of 2003 (MMA) (Social Security Act Section 1860D-1 through 1860D-41), any subsequent amendments to the MMA and applicable regulations. In the event that there is a conflict between the attached Agreement and these Medicare Advantage and Medicare Part D terms and conditions, the Medicare Advantage and Medicare Part D terms and conditions shall control, but only as they relate to services provided to Covered Individuals enrolled in Anthem’s Medicare Advantage and/or Medicare Part D plans.

- 1. Federal Funds.** Consistent with, but not limited to, 42 C.F.R. 423.100, Entity Producer acknowledges that payments Entity Producer receives from Anthem to provide services to Medicare Advantage or Part D enrollees, are, in whole or part, from Federal funds. Therefore, Entity Producer and any of its subcontractors may be subject to certain laws that are applicable to individuals and entities receiving Federal funds.
- 2. Confidential Information.** Entity Producer recognizes that in the performance of its obligations under this Agreement it may be party to Anthem’s proprietary, confidential, or privileged information, including, but not limited to, information concerning Anthem’s members. Entity Producer agrees that, among other items of information, the identify of, and all other information regarding or relating to any of Anthem’s customers is confidential. Entity Producer agrees to treat such information as confidential and proprietary information of Anthem, and all such information shall be used by Entity Producer only as authorized and directed by Anthem pursuant to this Agreement, and shall not be released to any other person or entity under any circumstances without express written approval of Anthem. During and after the term of this Agreement, Entity Producer shall not disclose or use any of the information described in this Section for a purpose unrelated to the terms and obligations of this Agreement. Further, Entity Producer agrees to abide by all Federal and State laws regarding confidentiality and disclosure of Medicare Part D enrollee information. In addition, Entity

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## Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)

Producer agrees to abide by the confidentiality requirements established by Anthem and CMS for the Medicare Advantage and/or Medicare Part D program.

3. **Inspection of Books and Records.** In accordance with, but not limited to, 42 C.F.R. 423.505(i) and/or 422.504(i), Entity Producer acknowledges that the Department of Health and Human Services (HHS), the Comptroller General, or their designees have the right to inspect, evaluate and audit any pertinent contracts, books, documents, papers, and records of Entity Producer, or its subcontractors or transferees involving transactions related to Anthem's Medicare Advantage and/or Medicare Part D contract through ten (10) years from the final date of the contract period or from the date of the completion of any audit, or for such longer period provided for in other applicable law, whichever is later. For the purposes specified in this provision, Entity Producer agrees to make available Entity Producer's premises, physical facilities and equipment, records relating to Anthem's Medicare Advantage and/or Medicare Part D enrollees, and any additional relevant information that CMS may require.
4. **Independent Status.** Entity Producer is an independent contractor and nothing contained in this Agreement shall be construed or implied to create an agency, partnership, joint venture, or employer and employee relationship between Entity Producer and Anthem. At no time shall either party make commitments or incur any charges or expenses for or in the name of the other party except as otherwise permitted by this Agreement.
5. **Subcontractors.** In accordance with, but not limited to, 42 C.F.R. 423.505(i)(3) and/or 422.504(i)(3)(ii), Entity Producer agrees that if Entity Producer enters into subcontracts to perform services under the terms of the Agreement, Entity Producer's subcontractors shall include an agreement by the subcontractor to comply with all of the Entity Producer's obligations in this Medicare Advantage and Part D Regulatory Exhibit and applicable terms in the Agreement.
6. **Federal and State Laws.** Consistent with, but not limited to, 42 C.F.R. 423.505(i)(4) & 423.505(i)(3)(iii), and/or 422.504(i)(4) & 422.504(i)(3)(iii), Entity Producer agrees to comply, and to require any of its subcontractors to comply, with all applicable Federal and State laws, regulations, CMS instructions, and policies relevant to the activities to be performed under the Agreement, including but not limited to, CMS Medicare Advantage and/or Medicare Part D marketing guidelines, and any requirements for CMS prior approval of materials. Further, Entity Producer agrees that any services provided by the Entity Producer or its subcontractors to Anthem's Medicare Advantage and Medicare Part D enrollees

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## Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)

will be consistent with and will comply with Anthem's Medicare Advantage and/or Part D contractual obligations.

7. **Compliance Program.** Anthem maintains an effective Compliance Program and Standards of Business Conduct, and requires its employees to act in accordance therewith. Anthem will provide a copy of its then current Standards of Business Conduct to Entity Producer upon request.
8. **Ineligible Persons.** Entity Producer warrants and represents that at the time of entering into this Agreement and/or when providing services to or for the benefit of Medicare Advantage and/or Medicare Part D members, neither he/she/it nor any of his/her/its employees, contractors, subcontractors or agents are ineligible persons identified on the General Services Administrations' List of Parties Excluded from Federal Programs (available through the internet at <http://www.epls.gov/>) and the HHS/OIG List of Excluded Individuals/Entities (available through the internet at <http://exclusions.oig.hhs.gov/>); or any subsequently provided or updated source that provides such information. In the event Entity Producer or any employees, subcontractors or agents thereof becomes an ineligible person after entering into this Agreement or otherwise fails to disclose his/her ineligible person status, Entity Producer shall have an obligation to (1) immediately notify Anthem of such ineligible person status and (2) within ten days of such notice, remove such individual from responsibility for, or involvement with, Anthem's business operations related to this Medicare Advantage and Medicare Part D attachment.

Anthem retains the right to provide notice of immediate termination of the Agreement to Entity Producer in the event it receives notice of Entity Producer's ineligible person status.

9. **Illegal Remunerations.** Entity Producer specifically represents and warrants that activities to be performed under the Agreement are not considered illegal remunerations (including kickbacks, bribes or rebates) as defined in § 1128B(b) of the Social Security Act.
10. **Termination-Regulatory Issues.** In accordance with, but not limited to, 42 C.F.R. 423.505(i)(5) and/or 422.504(i)(5), if during the term of the Agreement, Anthem concludes that it is necessary to cancel any of the activities to be performed under this Agreement in order to comply with Federal or State laws, regulations, or policies, Anthem may, at its discretion, cancel the activity and be relieved of any related obligations under the terms of the Agreement. If Anthem or Entity Producer concludes that it is necessary to reorganize or restructure any

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## Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)

of the activities to be performed under this Agreement in order to comply with Federal or State laws, regulations, or policies, Anthem or Entity Producer may request to renegotiate such terms.

11. **Oversight Responsibility.** Entity Producer acknowledges that Anthem shall oversee and monitor Entity Producer's performance of its responsibilities set forth in this Agreement on an ongoing basis and that Anthem is ultimately responsible to CMS for the performance of such services. Entity Producer further acknowledges that Anthem shall oversee and is accountable to CMS for the functions and responsibilities described in the Medicare Part D regulatory standards and ultimately responsible to CMS for the performance of all services.
12. **Revocation.** Entity Producer agrees that Anthem has the right to revoke this agreement if CMS or Anthem determines that Entity Producer has not performed the services satisfactorily and/or if requisite reporting and disclosure requirements are not otherwise fully met in a timely manner. Such revocation shall be consistent with the termination provisions of the Agreement.
13. **Approval of Materials.** Any printed materials, including but not limited to letters to Anthem's members, brochures, advertisements, telemarketing scripts, packaging prepared or produced by Entity Producer or any of its subcontractors pursuant to this Agreement must be submitted to Anthem for review and approval at each planning stage (*i.e.*, creative, copy, mechanicals, blue lines, etc.) to assure compliance with Federal, state, and Blue Cross/Blue Shield Association guidelines. Anthem agrees its approval will not be unreasonably withheld or delayed.
14. **Hold Harmless.** In accordance with, but not limited to, 42 C.F.R. 423.505(i) and 423.505(g), and/or 422.504(i)(3) and 422.504(g)(1) and (2), both parties agree that in no event, including but not limited to non-payment by Anthem, insolvency of Anthem or breach of the Agreement, shall Entity Producer bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Medicare Advantage and/or Medicare Part D Covered Individual or persons other than Anthem acting on their behalf for Covered Services provided pursuant to the Agreement. This provision does not prohibit the collection of supplemental charges or Copayments on Anthem's behalf made in accordance with the terms of the Medicare Advantage and/or Part D enrollee's benefits.

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## Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)

- 15. Prohibition of Payment/Gifts/Incentives to Beneficiaries.** Entity Producer shall not provide or offer gifts or payments to a Medicare Advantage and/or Part D enrollee as an inducement to enroll in an Anthem Medicare Advantage and/or Part D Product. Notwithstanding this section, Entity Producer may provide an individual eligible for Medicare Advantage and/or Part D a gift of nominal value, so long as the gift is provided whether or not the individual enrolls in the plan. For purposes of this Agreement, nominal value is defined as an item having little or no resale value and which cannot be readily converted into cash. Generally nominal value gifts are worth less than \$15.00. In addition, while Entity Producer may describe legitimate benefits the individual eligible for Medicare Advantage and/or Part D may receive, Entity Producer is prohibited from offering or giving rebates, dividends or any other incentives, especially those that in any way compensate for lowered utilization of health services by such eligible individual. This includes, but is not limited to the fact the Entity Producer may not tie lowered or reduced premium costs for the Medicare Advantage and/or Part D enrollee to their decreased utilization of health services.
- 16. Unsolicited Contacts.** Entity Producer may not do any of the following:
- a. Place any outbound marketing calls to Members or to beneficiaries unless the beneficiary requested the call;
  - b. Place calls to former Members who have disenrolled or to current Members who are in the process of voluntarily disenrolling, to market plans or products;
  - c. Place calls to Members or beneficiaries to confirm receipt of mailed information, unless otherwise set forth herein;
  - d. Place calls to Members or beneficiaries to confirm acceptance of appointments made by third parties or independent agents;
  - e. Approach Members or beneficiaries in common areas (i.e. parking lots, hallways, lobbies, etc.)
  - f. Place calls or visit Members or beneficiaries who attended a sales event, unless the Member or beneficiary gave express permission at the event for a follow-up visit or call
- 16.1** Entity Producer may do the following:
- a. Place a call to a Member or beneficiary that they enrolled into an Anthem Medicare Advantage and/or Part D plan as long as the Member remains enrolled with the Anthem plan; or

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## Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)

- b. Place a call to a beneficiary who has expressly given permission for Entity Producer to contact them, for example by filling out a business reply card or asking a Customer Service Representative of Anthem to have an Entity Producer contact them. This permission by the beneficiary applies only to Anthem Medicare Advantage and/or Part D plans for the duration of that transaction or as otherwise indicated by the beneficiary.
- 16.2 **Outbound Scripts.** Any and all outbound scripts utilized by Entity Producer to contact beneficiaries on behalf of Anthem must be submitted to Anthem and to ultimately to CMS for review and approval prior to use in the marketplace. In addition, when conducting outbound calls, Entity Producer must ensure the scripts include a privacy statement clarifying that the beneficiary is not required to provide any information to Anthem or Entity Producer and that the information provided will in no way affect the beneficiary's membership in the Medicare Advantage and/or Part D Plan.
17. **Cross Selling is Prohibited.** Entity Producer understands and agrees that marketing non-health care related products (such as annuities and life insurance) to prospective enrollees during any Medicare Advantage and/or Part D sales activity or presentation is considered cross selling and is strictly prohibited.
18. **Scope of Entity Producer Appointments with Beneficiaries.** Entity Producer must clearly identify the types of products that will be discussed before marketing to a potential enrollee beneficiary and the beneficiary must agree to the scope of the appointment and such agreement must be documented by Entity Producer. For example, if a beneficiary attends a sales presentation and schedules an appointment, the Entity Producer must obtain written documentation signed by the beneficiary agreeing to the products that will be discussed during the appointment. In addition, appointments that are made by Entity Producer over the phone must be recorded in order to provide adequate documentation. Entity Producer will maintain the required documentation providing the scope of the appointment and will provide such documentation to Anthem upon request. Entity Producer further agrees that additional products may not be discussed unless the beneficiary requests the information and any additional lines of business that are not identified prior to the in-home appointment will require a separate appointment. Separate appointments cannot be re-scheduled until forty-eight (48) hours after the initial appointment. Entity Producer may, however, leave Anthem materials during the initial appointment so long as enrollment applications are not left with potential enrollees.

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## Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)

19. **Marketing in Health Care Settings.** Entity Producer is prohibited from conducting sales presentations and distributing and/or accepting enrollment applications in areas where patients primarily intend to receive health care services. These restricted areas generally include, but are not limited to, waiting rooms, exam rooms, hospital patient rooms, dialysis centers, and pharmacy counter areas (where patients wait for services or interact with pharmacy providers and obtain medication). Entity Producer may, however, conduct sales and marketing activities only in common areas of health care settings. Common areas include areas such as hospital or nursing home cafeterias, community or recreational rooms, conference rooms and space in a pharmacy outside of the area where patients wait for services or interact with pharmacy providers and obtain medication. For beneficiaries residing in long term care facilities, Entity Producer may only schedule an appointment if the beneficiary requested it.
20. **Sales/Marketing Prohibited at Educational Events.** Entity Producer may not include sales activities, including but not limited to distribution of marketing materials or distribution or collection of Anthem Medicare Advantage and/or Part D enrollment applications at educational events. Moreover, Entity Producer must include the following disclaimer on all materials advertising an educational event: “educational only and information regarding the a Medicare Advantage and/or Part D plan will not be available.” An educational event is one that is sponsored by a health insurance plan or by outside entities and are promoted to be educational in nature and have multiple vendors, such as health information fairs, conference expositions, state-or community-sponsored events.
21. **Prohibition on the Provision of Meals.** Entity Producer may not provide meals or subsidize meals for any prospective enrollee of a Medicare Advantage or Part D plan at any event or meeting at which plan benefits are being discussed and/or plan materials are being distributed. Entity Producer may provide refreshments and light snacks so long as the items provided could not be reasonably considered a meal and/or that multiple items are not being bundled and provided as if a meal. The following light snacks could generally be considered acceptable: fruit, raw vegetables, pastries, cookies or other small dessert items, crackers, muffins, cheese, chips, yogurt or nuts.
22. Entity Producer must provide the following disclosure or a substantially similar disclosure, prior to enrollment or at the time of enrollment, in writing, to a potential enrollee:

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## Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)

“The person that is discussing plan options with you is either employed by or contracted with Anthem. The person may be compensated based on your enrollment in a plan.”

23. Entity Producer warrants and represents that it is properly licensed, certified, and/or registered under applicable state laws to sell and/or market Medicare Advantage and/or Medicare Part D products.
24. Entity Producer is prohibited from employing discriminatory practices that preferentially enroll healthier beneficiaries, mislead beneficiaries or churn beneficiaries between Medicare Advantage and/or Medicare Part D plans. Entity Producer agrees to implement policies, procedures and monitoring activities that are consistent with these concepts noted in this provision.
25. Irrespective of any conflicting term or provision, Anthem shall not pay Entity Producer a Medicare Advantage and/or Medicare Part D commission rate that is based upon the value of the Medicare Advantage and/or Medicare Part D business generated for Anthem (i.e., profitability of the book of business). Entity Producer reimbursement for Medicare Advantage and/or Medicare Part D business shall not be tied or linked to a beneficiary's health risk profile.
26. Consistent with CMS guidance, Entity Producer agrees that Anthem may withhold or withdraw payment if a Medicare Advantage and/or Medicare Part D beneficiary dis-enrolls in an unreasonably short time frame (i.e., rapid dis-enrollment). An “unreasonably short time frame” is defined as less than 60 days after enrollment but may be a longer time period if Anthem reasonably determines it to be a longer period of time.
27. **Contracting Authority.** Each party to this Agreement warrants that it has full power and authority to enter into this Agreement and the person signing this Agreement on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Agreement.

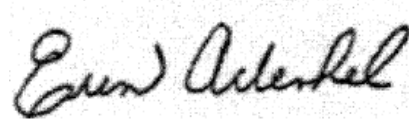
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**Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)**

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective for the term set forth herein.

**Anthem Insurance Companies, Inc.**

\_\_\_\_\_  
By (Agent Signature) & Date



\_\_\_\_\_  
Title/Organization

Erin Ackenheil  
Vice President Sales  
Senior Business

\_\_\_\_\_  
Agent Name (Please print)

\_\_\_\_\_  
Agent Writing # (Tax ID#)

\_\_\_\_\_  
Agency tax ID# (if appl)

\_\_\_\_\_  
Social Security #

\_\_\_\_\_  
Business Address (Street, City, State, Zip )

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Agent Phone #

\_\_\_\_\_  
Agent Fax #

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## ANTHEM BLUE CROSS AND BLUE SHIELD

### PRODUCER AGREEMENT FOR SENIOR PRODUCTS

**THIS AGREEMENT** is made by and between \_\_\_\_\_ hereinafter designated as “Producer”, and Anthem Health Plans of Maine, Inc., d/b/a Anthem Blue Cross and Blue Shield, an independent licensee of the Blue Cross and Blue Shield Association, located at 2 Gannett Drive, South Portland, Maine 04106, (hereinafter collectively or individually, as the case may be, designated as the “Company”), and will be effective \_\_\_\_\_, **2007.**

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. **PRODUCER’S AUTHORITY:** Producer is authorized on behalf of Company during the term of this Agreement and any amendment(s) thereto, to market, sell and service those insurance policies and products of Company as defined in this Agreement as “Senior Products”. “Senior Products” are limited to Company’s Medicare Advantage, Medicare Part D and Companion Plan products. Producer is required to complete the required certification courses for the sale of these Senior Products prior to selling any of them. Annually thereafter, Producer agrees to complete any and all certification and/or educational requirements of Anthem and/or the Center for Medicare and Medicaid Services (CMS) for the sale of the Senior Products. Any sale negotiated by Producer shall be binding on Company only when accepted in writing by Company. Producer may collect premiums on products sold only as authorized in this Agreement. Producer has no other authority except as stated in this Agreement. No other authority is implied from the authority expressly granted herein. The authority of Producer under this Agreement shall not extend to or affect the general practices and policies of Company.

Producer is specifically without authority to do or perform, and expressly agrees not to perform the following on behalf of the Company:

- a. Incur any debt or liability;
  - b. Make, alter or discharge contracts;
  - c. Waive defaults by customers;
  - d. Quote rates other than those provided by Company;
  - e. Extend the time for or method of payment by customers;
  - f. Withhold monies or property of Company, or premiums due to Company;
  - g. Settle or adjust claims against Company;
  - h. Collect or remit premium except for the first month’s premium, which is submitted with the application for coverage;
  - i. Offer any advice or consultation or render opinions or information on behalf of Company on any matter whatsoever, including, without limitation, regulatory, taxation, and investment issues pertaining to insurance, or warranties or assurances as to the products of Company;
  - j. Otherwise bind or commit Company in any way.
2. **PRODUCER OBLIGATIONS:** Producer agrees as follows:
    - a. To perform sales and service functions in conjunction with a Company representative at Company’s request.

- b. To secure and maintain a minimum of \$1,000,000 Errors & Omissions Coverage and to provide Company with a certificate evidencing that coverage upon request.
  - c. Not to provide or distribute rate quotes, benefit information, contract documents, or any other official Company information to producers who do not have a valid appointment as a Producer from the Company. Producer further agrees never to permit a nonappointed producer to act on his or her behalf while conducting Company business. For example, Producer agrees never to permit a nonappointed producer to conduct a renewal discussion or meeting with the client.
  - d. To review personally each application for coverage or renewal to ensure the facts set forth by each applicant are true and correct and not to submit to Company any information which Producer knows or should reasonably have known to be false, inaccurate, or misleading. Producer further agrees not to submit any information to Company in attempting to solicit a rate quote or in a request for proposals from Company which Producer knows or should have known was false, inaccurate, or misleading.
  - e. To conduct its business at all times so as not to adversely affect the business or reputation of Company and to perform such other reasonable duties as Company may from time to time require.
  - f. To reimburse Company for any loss or damage suffered by Company as the result of any action, inaction, or misstatement by Producer.
3. **PRODUCER IS AN INDEPENDENT CONTRACTOR:** Producer is an independent contractor and neither this Agreement nor the rules and regulations promulgated by Company shall be construed to abridge the Producer's independent judgment as to the time, place and manner of soliciting accounts, or to create the relationship of employer and employee between Producer and Company. Producer at no time shall represent himself, to any party, as an employee of Company. Company shall not be responsible for any of Producer's expenses, social security taxes, workers' compensation premiums, unemployment insurance premiums, employment benefits, or federal and state income taxes.
4. **ASSIGNMENT:** No assignment of commissions and fees payable pursuant to this Agreement or assignment of this Agreement itself shall be valid unless approved in writing by Company. Any assignment made in violation of this Agreement is void.
5. **COMPLIANCE:** Producer warrants all obligations, duties and activities performed under this Agreement shall be in conformity with the laws and regulations of Maine as well as any applicable federal laws and regulations. Producer shall also comply with all rules, regulations, procedures, and instructions issued by Company, including but not limited to underwriting and administrative rules, regulations, procedures, and instructions regarding the marketing, sale and servicing of any products offered through Company. Company may change these rules, regulations, procedures, and instructions from time to time. Company shall notify Producer of any change to the rules, regulations, procedures, and instructions affecting Producer's obligations under this Agreement within a reasonable period before the effective date of change. Producer shall also cooperate with Company by attending and participating in any training provided by or recommended by Company.
6. **PRODUCER'S ACCOUNT STATEMENT:** Producer's commission accounting statements

produced by Company shall be conclusive evidence of the amounts due to Producer from Company unless Producer notifies Company of the basis for a dispute within twelve (12) months following receipt of the accounting statement. The notice identifying the alleged error must be in writing.

7. **PRODUCER RECEIVING MONIES AS FIDUCIARY:** All monies or other settlements received by Producer for or on behalf of Company shall be received by Producer in a fiduciary capacity and immediately delivered in full to Company.
8. **COMMISSION:** As full compensation on business placed through Company pursuant to the authority granted in Paragraph 1, Producer will receive commissions from Company in accordance with the products authorized and the associated commission schedules furnished by Company attached hereto and incorporated by reference into this Agreement. Company may revise the commission schedules from time to time for both new business and renewals. Revised commission schedules will be automatically incorporated herein without the necessity of further execution of this Agreement effective thirty (30) days after the date of the revised commission schedule(s).
  - a. No commission will be paid by Company to Producer until Company receives the premium payment from the customer on which the commission is based and Producer has complied with the terms of this Agreement.
  - b. If Company or the customer cancels a health insurance policy and premiums are returned, the Producer shall repay to Company, on demand, the full amount of the commission that Company has paid on the returned premiums. All rights to commissions that might otherwise have accrued under such customer shall cease. Company also reserves the right to withhold commissions on returned premium amounts from future commission payments.
  - c. Any service fees, additional commission, or other non-Company expense added to a customer's premium must be fully disclosed to the customer as a Producer originated fee. All such expenses must be agreed to in writing by the customer and disclosed through the use of an approved Company disclosure form.
  - d. With respect to products containing renewal agreements or products continued by order of governmental authority, Producer, for as long as this Agreement remains in effect, shall be entitled to receive commissions on all renewals unless Company is furnished with a written designation of another Producer signed by the customer.
  - e. In the event that this Agreement is terminated by Company for other than those reasons set forth in Section 12(b) (1)-(8) or 12(c), Company will pay Producer commissions on group business up to the date of the group's next contract renewal and Company will discontinue the payment of commissions on non-group business as of the date of the termination of this Agreement.
  - f. Commission payments will cease immediately upon the termination of any individual policy. Producer of Record Letters will not be accepted for individual business, and commissions will be paid only on new individual business originated by Producer.
9. **LICENSES AND TAXES:** Producer shall maintain all licenses required by Company and the State of Maine. Producer will pay license, income, self-employment, unemployment, and any and all other taxes and levies upon the business of the Producer and will indemnify and hold Company harmless



against all liability for the same. Producer agrees to notify Company within ten (10) days of any termination, suspension, or expiration of Producer's license. Producer will furnish to Company written proof of licensing satisfactory to Company prior to the effective date of this Agreement and thereafter upon request. Additionally, Producer shall furnish to Company prior to the effective date of this Agreement a completed Internal Revenue Service Form W-9.

10. **TRADE-NAME/SERVICE MARKS AND PROMOTIONAL MATERIAL:** The Company reserves the right to and control of the use of the words "Anthem Blue Cross and Blue Shield," "BC&BS," "blue cross" and "blue shield," "Blue Cross" and "Blue Shield," the Blue Cross and Blue Shield logo, the Blue Cross and Blue Shield service marks, and all symbols, trademarks and the service marks of the Company presently existing or hereinafter established. The Producer agrees not to use such words, symbols, trademarks, or service marks in advertising, including, but not limited to, newspaper and telephone directory advertising, signs, promotional materials or otherwise, without the prior written consent of the Company, which consent may be withheld by the Company in its sole discretion. The Producer shall not employ any such service marks or trademarks or otherwise hold himself out as, or foster the impression that he or she, is a representative of the Company with any powers other than as expressly authorized herein.

11. **INSURANCE AND INDEMNIFICATION:**

- a. Company shall not be liable for any claim, injury, demand or judgment based on, including but not limited to, Producer's negligence, breach of contract, tortious, unauthorized, dishonest, fraudulent, or unlawful conduct, and Producer agrees to defend Company and indemnify and save and hold Company harmless from and against any and all such claims, injuries, demands, and judgments, including, without limitation, payment of all costs and reasonable attorney's fees incurred in defending the same or enforcing such right of indemnity. Producer shall maintain in force during the entire term of this Agreement and shall provide to Company a complete copy of a current Errors and Omissions policy satisfactory to Company covering the Producer with an insurance limit of no less than one million dollars (\$1,000,000). Producer shall give written notice to Company of any change in liability insurance coverage within ten (10) days of such change and agrees to allow and cooperate with Company to obtain ongoing verification of such coverage.
- b. Producer shall not be liable for any claim, injury, demand, or judgment based on, including but not limited to, Company's negligence, breach of contract, tortious, or unlawful conduct, and Company agrees to defend Producer and indemnify and hold Producer harmless against any and all such claims, injuries, demands, and judgments.

12. **TERM AND TERMINATION:**

- a. **TERM:** The term of this Agreement shall commence on the effective date specified herein and shall continue in effect until terminated as provided herein.
- b. **IMMEDIATE TERMINATION:** This Agreement may be terminated, with or without cause, by either party upon ninety (90) days prior written notice to the non-terminating party. In addition to the foregoing, this Agreement may be terminated by Company immediately in writing by notice delivered personally, or mailed to the last known address of the Producer for any one or more of the following reasons:

- (1) Failure to perform in accordance with any term or condition of this Agreement;
- (2) Criminal conviction of Producer;
- (3) Filing for bankruptcy by Producer;
- (4) Failure to furnish proof of licensing or insurance satisfactory to Company within forty-eight (48) hours of a request by Company for such proof;
- (5) Breach of any fiduciary duty or trust, or violation of law.
- (6) Failure to meet the minimum production requirements contained in the Producer Obligations section of this Agreement, paragraph 2 (b).
- (7) The distribution or redistribution of rate quotes, renewal packages, benefit information, contract documents, or other official Company information to any producer who does not have a valid appointment as a Producer from the Company.
- (8) Any misrepresentation to Company by Producer.

- c. This Agreement and all agreements for compensation shall automatically terminate upon dissolution of either party, or the suspension or revocation of the Producer's license.
- d. If this Agreement should be terminated by Company for any one or more of the reasons set forth in Section 12(b)(1)-(8) or 12(c) above, no Producer commissions shall be payable to Producer by Company following the date of such termination regardless of whether or not the business is accepted by Company. The payment of commissions shall end as of the first day of the month following termination. In the event that this Agreement is terminated by Company for any reason other than the aforementioned reasons, Company will pay Producer commissions on group business up to the date of the group's next contract renewal and Company shall discontinue the payment of commissions on non-group business as of the date of the termination of this Agreement.
- e. Upon termination of this Agreement, Producer agrees to return to Company in a timely and orderly manner, any and all Company property, documents and records and copies thereof. Producer further agrees not to interfere with Company's access to existing or prospective customers.

13. **COMPANY ACCESS TO CUSTOMERS:** Company shall at all times, for any purpose, have access to a customer, who or which has entered into a contract with Company. Such access shall include, but not be limited to, on-site visits, participation in presentations, and compliance audits.

14. **COMPANY INFORMATION:** Company's records, termination dates of products, and all business information and records which relate to Company or its products shall be treated by Producer as confidential information unless such information is known to the public generally. Producer agrees that it will take all reasonable measures to protect the secrecy of and to avoid the disclosure of any confidential information in its possession. Such confidential information is and shall remain the proprietary, trade secrets of Company. All confidential information, trade secrets, and copies thereof, shall be returned to Company upon termination of this Agreement. This Paragraph shall survive the expiration or any termination of this Agreement.

15. **PRIOR AGREEMENTS:** This Agreement constitutes the entire agreement between the parties and terminates any prior agreements between Producer and Company.
16. **PRODUCER'S USE OF PROMOTIONAL MATERIALS:** Producer shall obtain prior written approval from Company for use of all literature, sales aids, and promotional materials or promotional efforts used in conjunction with the marketing of products. Producer further agrees not to use any of Company's logos on any advertising or promotional material that Producer generates.
17. **COMPANY'S FORBEARANCE:** Company's forbearance or neglect to insist upon the performance of any of the terms of this Agreement shall not constitute a waiver of any of Company's rights hereunder.
18. **SEVERABILITY:** If any cause or provision in this Agreement is illegal, invalid, or unenforceable under any present or future law, the remainder of this Agreement shall not be affected thereby and shall remain fully enforceable.
19. **APPLICABLE LAW:** This Agreement shall be governed and construed in accordance with the laws of the State of Maine, without giving effect to its rules governing conflict of laws.

Executed by the parties effective as of the date first written above.

**Producer:**

**By:** \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Company:**

**By:** Erin Ackenheil

  
(Signature)

Vice President,  
Senior Sales & Service  
Anthem Blue Cross and Blue Shield

**Attachment No. 1**

**to the**

**ANTHEM BLUE CROSS AND BLUE SHIELD**

**PRODUCER AGREEMENT FOR SENIOR PRODUCTS**

The following provisions shall only apply to services provided by Producer to or for the Company's Medicare Advantage and/or Medicare Part D plans in accordance with and pursuant to the Medicare Modernization Act of 2003 (MMA) (Social Security Act Section 1860D-1 through 1860D-41), any subsequent amendments to the MMA and applicable regulations. In the event that there is a conflict between the attached Agreement and these Medicare Advantage and Medicare Part D terms and conditions, the Medicare Advantage and/or Medicare Part D terms and conditions shall control, but only as they relate to services provided to cover Individuals enrolled in the Company's Medicare Advantage and/or Medicare Part D plans.

- a. **Federal Funds.** Consistent with, but not limited to, 42 C.F.R. 423.100, Producer acknowledges that payments Producer receives from the Company to provide services to Medicare Advantage or Medicare Part D enrollees, are, in whole or part, from Federal funds. Therefore, Producer and any of its subcontractors may be subject to certain laws that are applicable to individuals and entities receiving Federal funds.
- b. **Confidential Information.** Producer recognizes that in the performance of its obligations under this Agreement it may be party to the Company's proprietary, confidential, or privileged information, including, but not limited to, information concerning the Company's members. Producer agrees that, among other items of information, the identity of, and all other information regarding or relating to any of the Company's customers is confidential. Producer agrees to treat such information as confidential and proprietary information of the Company, and all such information shall be used by Producer only as authorized and directed by the Company pursuant to this Agreement, and shall not be released to any other person or entity under any circumstances without express written approval of the Company. During and after the term of this Agreement, Producer shall not disclose or use any of the information described in this Section for a purpose unrelated to the terms and obligations of this Agreement. Further, Producer agrees to abide by all Federal and State laws regarding confidentiality and disclosure of Medicare Advantage and/or Medicare Part D enrollee information. In addition, Producer agrees to abide by the confidentiality requirements established by the Company and CMS for the Medicare Advantage and/or Medicare Part D program.
- c. **Inspection of Books and Records.** In accordance with, but not limited to, 42 C.F.R. 423.505(i) Producer acknowledges that the Department of Health and Human Services (HHS), the Comptroller General, or their designees have the right to inspect any pertinent contracts, books, documents, papers, and records of Producer, or its subcontractors or transferees involving transactions related to the Company's Medicare Advantage and/or Medicare Part D contract through ten (10) years from the final date of the contract period or from the date of the completion of any audit, or for such longer period provided for in

other applicable law, whichever is later. For the purposes specified in this provision, Producer agrees to make available Producer's premises, physical facilities and equipment, records relating to the Company's Medicare Advantage and/or Medicare Part D enrollees, and any additional relevant information that CMS may require.

- d. **Independent Status.** Producer is an independent contractor and nothing contained in this Agreement shall be construed or implied to create an agency, partnership, joint venture, or employer and employee relationship between Producer and the Company. At no time shall either party make commitments or incur any charges or expenses for or in the name of the other party except as otherwise permitted by this Agreement.
- e. **Subcontractors.** In accordance with, but not limited to, 42 C.F.R. 423.505(i)(3), Producer agrees that if Producer enters into subcontracts to perform services under the terms of the Agreement, Producer's subcontracts shall include an agreement by the subcontractor to comply with all of the Producer's obligations in this Medicare Advantage and Medicare Part D Regulatory Exhibit and applicable terms in the Agreement.
- f. **Federal and State Laws.** Consistent with, but not limited to, 42 C.F.R. 423.505(i)(4) & 423.505(i)(3)(iii), Producer agrees to comply, and to require any of its subcontractors to comply, with all applicable Federal and State laws, regulations, CMS instructions, and policies relevant to the activities to be performed under the Agreement, including but not limited to, CMS Medicare Advantage and/or Medicare Part D marketing guidelines, and any requirements for CMS prior approval of materials. Further, Producer agrees that any services provided by the Producer or its subcontractors to the Company's Medicare Advantage and Medicare Part D enrollees will be consistent with and will comply with the Company's Medicare Advantage and/or Medicare Part D contractual obligations.
- g. **Compliance Program.** The Company maintains an effective Compliance Program and Standards of Business Conduct, and requires its employees to act in accordance therewith. The Company will provide a copy of its then current Standards of Business Conduct to Producer upon request.
- h. **Ineligible Persons.** Producer warrants and represents that at the time of entering into this Agreement and/or when providing services to or for the benefit of Medicare Advantage and/or Medicare Part D members, neither he/she/it nor any of his/her/its employees, contractors, subcontractors or agents are ineligible persons identified on the General Services Administrations' List of Parties Excluded from Federal Programs (available through the internet at <http://www.arnet.gov/eplis>) and the HHS/OIG List of Excluded Individuals/Entities (available through the internet at <http://www.dhhs.gov/progorg/oig>). In the event Producer or any employees, subcontractors or agents thereof becomes an ineligible person after entering into this Agreement or otherwise fails to disclose his/her ineligible person status, Producer shall have an obligation to (1) immediately notify the Company of such ineligible person status and (2) within ten days of such notice, remove such individual from responsibility for, or involvement with, the Company's business operations related to this Medicare Advantage and Medicare Part D attachment.

The Company retains the right to provide notice of immediate termination of the Agreement to Producer in the event it receives notice of Producer's ineligible person status.

- i. **Illegal Remunerations.** Producer specifically represents and warrants that activities to be performed under the Agreement are not considered illegal remunerations (including kickbacks, bribes or rebates) as defined in § 1128B(b) of the Social Security Act.
- j. **Termination-Regulatory Issues.** In accordance with, but not limited to, 42 C.F.R. 423.505(i)(5), if during the term of the Agreement, the Company concludes that it is necessary to cancel any of the activities to be performed under this Agreement in order to comply with Federal or State laws, regulations, or policies, the Company may, at its discretion, cancel the activity and be relieved of any related obligations under the terms of the Agreement. If the Company or Producer concludes that it is necessary to reorganize or restructure any of the activities to be performed under this Agreement in order to comply with Federal or State laws, regulations, or policies, the Company or Producer may request to renegotiate such terms.
- k. **Oversight Responsibility.** Producer acknowledges that the Company shall oversee and monitor Producer's performance of its responsibilities set forth in this Agreement on an ongoing basis and that the Company is ultimately responsible to CMS for the performance of such services. Producer further acknowledges that the Company shall oversee and is accountable to CMS for the functions and responsibilities described in the Medicare Advantage and/or Medicare Part D regulatory standards and ultimately responsible to CMS for the performance of all services.
- l. **Revocation.** Producer agrees that the Company has the right to revoke this Agreement if CMS or the Company determines that Producer has not performed the services satisfactorily and/or if requisite reporting and disclosure requirements are not otherwise fully met in a timely manner. Such revocation shall be consistent with the termination provisions of the Agreement.
- m. **Approval of Materials.** Any printed materials, including but not limited to letters to the Company's members, brochures, advertisements, telemarketing scripts, packaging prepared or produced by Producer or any of its subcontractors pursuant to this Agreement must be submitted to the Company for review and approval at each planning stage (*i.e.*, creative, copy, mechanicals, blue lines, etc.) to assure compliance with Federal, state, and Blue Cross/Blue Shield Association guidelines. The Company agrees its approval will not be unreasonably withheld or delayed.
- n. **Hold Harmless.** In accordance with, but not limited to, 42 C.F.R. 423.505(i) and 423.505(g), both parties agree that in no event, including but not limited to non-payment by the Company, insolvency of the Company or breach of the Agreement, shall Producer bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Medicare Advantage and/or Medicare Part D Covered Individual or persons other than the Company acting on their behalf for Covered Services provided pursuant to the Agreement. This provision does not prohibit the collection of supplemental charges or Copayments on the Company's behalf made in

accordance with the terms of the Medicare Advantage and/or Medicare Part D enrollee's Part D benefits.

- o. Producer must provide the following disclosure or a substantially similar disclosure, prior to enrollment or at the time of enrollment, in writing, to a potential enrollee:

“The person that is discussing plan options with you is either employed by or contracted with the Company. The person may be compensated based on your enrollment in a plan.”

- p. Producer warrants and represents that it is properly licensed, certified, and/or registered under applicable state laws to sell and/or market Medicare Advantage and/or Medicare Part D products.
- q. Producer is prohibited from employing discriminatory practices that preferentially enroll healthier beneficiaries, mislead beneficiaries or churn beneficiaries between Medicare Advantage and/or Medicare Part D plans. Producer agrees to implement policies, procedures and monitoring activities that are consistent with the concepts noted in this provision.
- r. Irrespective of any conflicting term or provision, the Company shall not pay Producer a Medicare Advantage and/or Medicare Part D commission rate that is based upon the value of the Medicare Advantage and/or Medicare Part D business generated for the Company (i.e., profitability of the book of business). Producer reimbursement for Medicare Advantage and/or Medicare Part D business shall not be tied or linked to a beneficiary's health risk profile.
- s. Consistent with CMS guidance, Producer agrees that the Company may withhold or withdraw payment if a Medicare Advantage and/or Medicare Part D beneficiary disenrolls in an unreasonably short time frame (i.e., rapid disenrollment). An “unreasonably short time frame” is defined as less than 60 days after enrollment but may be a longer time period if the Company reasonably determines it to be a longer period of time.
- t. **Contracting Authority.** Each party to this Agreement warrants that it has full power and authority to enter into this Agreement and the person signing this Agreement on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Agreement.

**ASSIGNMENT OF COMPENSATION**

I, \_\_\_\_\_ "Assignor", do hereby agree to assign commissions (Agent assigning commissions) to \_\_\_ Garity Associates Brokerage Insurance Agency, Inc. \_\_\_\_\_ "Assignee". (Entity receiving commissions)

\_\_04-3013726\_\_ Tax ID

\_\_ Garity Associates Brokerage Insurance Agency Inc. \_\_\_\_\_ (Assignee Name)

Assignee's Address \_\_17 Accord Park Dr., \_\_\_\_\_

City \_\_Norwell\_\_\_\_\_ State \_\_MA\_\_\_\_\_ Zip \_\_02061\_\_\_\_\_

Telephone \_\_800-234-9488\_\_\_\_\_

For valuable consideration, the undersigned, herein called the Assignor, hereby assigns to the Assignee all of the Assignor's right, title, interest, claim or demand in and to any and all compensation now due and payable, or which may become due and payable, under the Producer agreement between Assignor and Wellpoint (the "Agreement").

Assignor hereby authorizes Wellpoint (collectively, the "Company") to pay Assignee all compensation (including but not limited to overriding commissions) now due or which may become due under the Agreement until such time as Assignor terminates this assignment by written notice to the Company. Assignor acknowledges and agrees that such payment of compensation to Assignee shall constitute payment of such compensation to the Assignor as if paid directly to the Assignor and the Company shall be fully released from any and all responsibility to the Assignor for such payments. Assignor hereby acknowledges and agrees that assignment of compensation payable under the Agreement does not release or otherwise relieve Assignor of any obligation or responsibility under the Agreement including, but not limited to, the obligation to pay commissions to Solicitor Agents and/ or the obligation to reimburse the Company for compensation paid on premium subsequently refunded.

Assignee shall be responsible for all taxes and shall be issued a 1099 for moneys received. Assignee also agrees to be responsible for any and all back charges to this account and to repay the back charges immediately upon demand. Assignee agrees to pay any commissions in accordance with any rules and regulations, including CCMS guidelines.

Assignor hereby covenants and agrees that Assignor is the absolute and sole owner of said compensation, free from assignment or encumbrance of any kind or character whatsoever, and has full right and lawful authority to so assign same. The Assignor shall at all times defend, indemnify and hold harmless the Company and its officers, agents and employees from and against any and all suits, actions, losses, damages, claims, expenses (including but not limited to the Company's legal expenses) and liability of any character, type or description arising out of the execution or performance of this assignment.

Assignor Signature \_\_\_\_\_ Dated \_\_\_\_\_

Assignor Name \_\_\_\_\_ (Print)

Assignee Signature \_\_\_\_\_ Dated \_\_\_\_\_

Assignee Name \_\_\_Brian Garity, President, Garity Associates Brokerage Insurance Agency, Inc.\_\_\_\_ (Print)

The Company acknowledges receipt of, and consents to the foregoing assignment, but assumes no responsibility for the validity or sufficiency hereof.

By \_\_\_\_\_

Dated Garity Associates Administrator