

Garity Advantage

Insurance Marketing Agencies



NH 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
- ❖ Commission Agreement
- ❖ Commission Agreement Individual Products
- ❖ Assignment of Commission Agreement
 - **NOTE: Anthem commissions will be payable through Garity Advantage at the maximum rate allowed by CMS.**

Step 2: Provide copies and meet the following requirements:

- ❖ NH State Health Insurance License-photocopy
- ❖ Proof of Errors & Omissions Coverage
- ❖ You must not be on the excluded party list (www.epls.gov and www.exclusions.oig.hhs.gov both sites must be verified)
- ❖ **\$53.06 Appointment Fee (NH)** Required if you are not currently appointed with Anthem in NH.
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 Fax: 339-469-8155

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

GarityAdvantage

Insurance Marketing Agencies



_____ **Please submit my Anthem appointment documents on my behalf**

Agent Signature

Date

Agent name (printed)

Phone

Producer Appointment Data Sheet

Red border indicates required field.

SECTION 1: PRODUCER INFORMATION

First name	M.I.	Last name	Suffix	Social Security no./Government ID no.	
Date of birth (MM/DD/YYYY)	National producer no. (NPN optional)		Home phone no.		Home fax no. (optional)
Producer business phone no. Ext.			Producer business fax no.		
Residence mailing address (no PO box)		City	State	ZIP code	County
Business mailing address (If PO Box, please provide physical address below)		City	State	ZIP code	County
Physical location business mailing address (City	State	ZIP code	County
I prefer to receive mailings at: Residence mailing address Business mailing address Physical location business mailing address					
Personal email address			Business email address		

Are you bilingual? Yes No If Yes, what language(s) do you speak? _____

Previous names or aliases

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

Different first and/or last name?	Previous name
First Last	
First Last	
First Last	

SECTION 2: APPOINTMENT INFORMATION

Type of appointment	Is firm/agency incorporated?	Yes	No
Subagent Firm/agency Agent	If Yes, type of corporation:	Sole proprietor	LLC LLP S-Corporation
All Exchange business must be submitted under the same assignment. If this is your only assignment, this will be your Exchange relationship. CA, CO, NV, GA and NY allow more than one assignment at a time. CT, IN, KY, ME, MO, NH, OH, VA and WI allow only one assignment at a time. Do you authorize for this to be your Exchange relationship on this new assignment? Yes No			

SECTION 3: COMMISSION ASSIGNMENT — Complete this section if commissions are to be assigned to an agency or corporation

Agency name	Agency tax ID no.	Agency principal name		
Agency business address	City	State	ZIP code	County
Agency physical location address (no PO box)	City	State	ZIP code	County
Agency phone no.		Agency fax no.		

SECTION 4: COMMISSION HIERARCHY — If applicable

Brokerage General Agency (BGA) name	BGA broker ID no. or BGA broker code
-------------------------------------	--------------------------------------

SECTION 5: PREVIOUS ADDRESSES

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 10).

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

SECTION 6: 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 (section 10).

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 7: LICENSE INFORMATION

Residence license state	Residence license no.

SECTION 8: 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 9: 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, canceled or revoked?	Yes 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?	Yes No
b. Has any legal or regulatory body ever sanctioned, censured, penalized or otherwise disciplined you?	Yes No	h. Are there any unsatisfied judgments, garnishments, or liens against you?	Yes No
c. Has any state or federal regulatory agency or self-regulatory authority ever filed a complaint against you?	Yes No	i. Are you in debt to any insurance company?	Yes No
d. Have you ever been subjected to an insurance or investment related, consumer initiated complaint or proceeding?	Yes 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?	Yes No
e. Has a bonding or surety company denied, ever paid out on, or revoked a bond for you?	Yes No	k. Are you currently party to any litigation or the subject of any investigations?	Yes No
f. Has an E&O carrier ever denied claims, paid claims, or canceled your coverage?	Yes 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?	Yes No

SECTION 10: REMARKS — Enter any remarks or additional information from sections 5, 6 and/or 7. Attach additional sheets, if necessary.

--

SECTION 11: 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 five 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 Maine 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 understand that I may sign this Acknowledgement and Authorization for Appointment manually or by electronic signature. Further, I understand that whether I sign manually or by electronic signature, the signature will have a legally binding effect on me or the agency on whose behalf I am signing.

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

Signature X	Date (MM/DD/YYYY)
-----------------------	-------------------

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, email, or other online transmittal.

AMENDMENT TO COMMISSION AGREEMENT INDIVIDUAL PRODUCTS

Effective January 1, 2014, Anthem Health Plans of New Hampshire, Inc., d/b/a Anthem Blue Cross and Blue Shield (Anthem BCBS/Plan), amends the Commission Agreement Individual Products (Agreement) pursuant to Article 4(a) of the Agreement, as follows:

1. Article 2, Conditions for Receipt of Commission is amended to add the following paragraph k:

Errors. Notwithstanding the terms of Article 4, paragraph d below, in the event that an error is made in the calculation and/or payment of Compensation under this Agreement, regardless of who made the error or the reason for the error, the parties agree that the correction of the error requiring payments to Broker or recovery of payments from Broker shall be made retroactively for a maximum of twelve (12) months from the date the error was discovered by Anthem. This section shall not limit in any way Anthem's right to collect any indebtedness of Broker to Anthem, through offset of Compensation or otherwise, for reasons other than an error in calculations or payments.

2. Article 3, Termination, paragraph a4 is amended to add the following after "standards":

As determined by Anthem in its sole discretion.

3. Article 4 General, paragraph a is deleted and replaced in its entirety with the following:

Amendments. No additions, amendments, modifications or waivers of any of the provisions of this Agreement shall be valid unless in writing and signed by a duly authorized officer of Anthem.


This Amendment to Commission Agreement is a limited modification of the terms and conditions of the Commission Agreement which terms and conditions remain in full force and effect unless specifically set forth herein. In the event of a conflict between the terms and conditions of the Commission Agreement and this Amendment to Commission Agreement, the terms and conditions of this Amendment to Commission Agreement controls.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the Effective Date above.

Broker
Broker name
Title
Signature X
Date
Social Security no.

Broker/Agency
Broker/Agency name
Title
Signature X
Date
Tax ID no.

ANTHEM HEALTH PLANS OF NEW HAMPSHIRE, INC.
Name Robert Benedetto
Title Director, Sales and Account Management
Signature 

Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. Independent licensee 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.

Commission Agreement

This AGREEMENT together with the Schedules and other attachments thereto (the "Agreement"), by and between Anthem Health Plans of New Hampshire, Inc. d/b/a Anthem Blue Cross and Blue Shield (Anthem BCBS/Plan) and Broker shall be effective the latter of the first of the month in which executed Agreement from Broker is received or the date Broker is appointed by Anthem by the Department (s) of Insurance in the state(s) in which Anthem is located. In consideration of the mutual covenants and agreements contained herein and intending to be legally binding, Company and Broker agree as follows:

1. LICENSURE REQUIREMENTS

- a. Anthem Blue Cross and Blue Shield is a New Hampshire stock Corporation licensed to provide accident and health insurance in New Hampshire pursuant to New Hampshire Chapter 401:1 Revised Statutes Annotated.
- b. Plan includes all products sold by Anthem Blue Cross and Blue Shield, and any subsidiary and/or affiliate of Anthem Blue Cross and Blue Shield, including but not limited to Matthew Thornton Health Plan, Inc.
- c. All Brokers must be licensed by the New Hampshire Insurance Department for accident, health and life to do business in New Hampshire as an insurance broker and have furnished a copy of such license to the Plan.
- d. If Broker is affiliated with an Agency (Broker's Principal) the Agency must be duly licensed by the New Hampshire Insurance Department to do such business in New Hampshire and has furnished a copy of its Co-Broker license to the Plan.
- e. All parties (Broker and Broker's Principal) shall maintain licensure as a condition precedent for reimbursement by Plan.

2. CONDITIONS FOR RECEIPT OF COMMISSION

- a. According to the terms and conditions of this Agreement, the Plan agrees to pay commission to the undersigned Broker or Broker's Principal, for the sale of group products offered by the Plan, to Employer Groups (Accounts) not currently covered by the Plan, who have designated in writing such Broker as Broker of Record.
- b. Broker and, if applicable, Broker's Principal must meet the licensure requirements stated in Section 1 above. Commissions shall terminate if Broker ceases to be a licensed insurance broker in the State of New Hampshire or shall fail to otherwise comply with state statutes and/or regulations. Broker agrees to inform the Plan immediately upon suspension or termination of license or upon the occurrence of any event which terminates Broker's authority to act as a licensed insurance broker. Commission payment made prior to the discovery of such situations will result in indebtedness of the Broker to the Plan and shall be repaid by the Broker to the Plan.
- c. Acceptance of all new Accounts will be subject to the final determination of the Plan. Commission shall be paid only for such Accounts accepted by the Plan.

- d. Upon submission of an Enrollment Agreement from the enrolling Account, and upon acceptance of such Enrollment Agreement and full monthly premium, the Plan agrees to pay the Broker in the next scheduled commission payment following receipt and reconciliation of such monthly premium.

Commission payments will be made by the Plan monthly thereafter upon receipt of premium.

- e. Effective January 1, 1996 commission will be computed in accordance to the attached Exhibits, based on production or retention standards set forth in such exhibits. Commissions shall be based on the annualized premium or premium equivalent. Such commissions shall be payable so long as the Broker remains the Broker of Records for the Account, and services the Account in a satisfactory manner as specified in the attached Exhibits as applicable. However, Broker agrees that the Plan will terminate payment of commission effective the first of the month following receipt of written notification from an individual designating a different broker or otherwise terminating Broker as Broker of Record.
- f. No assignment or other alienation of commissions payable under this Agreement shall be valid without the express written approval of a Plan Marketing Officer.
- g. The Broker has no right to receive or collect monies, including premium, on behalf of the Plan other than the initial premium or deposit.
- h. This Agreement, shall apply to premiums received by the Plan for coverage provided by the Plan or sold on behalf of the Plan's subsidiaries and/or affiliates.
- i. If any Account shall be terminated either by the Plan or the Account or by both for any reason or cause, all right to commissions that might otherwise have accrued under such Account shall cease. No commissions shall accrue for any coverage issued to any employee, beneficiary or member under any conversion privilege or continuation policy as provided by law as a result of such Account termination. Commission payments made prior to the discovery of such situations will result in indebtedness of the Broker and the Plan and shall be repaid by the Broker to the Plan.
- j. If a premium adjustment shall be made for any period, then a corresponding adjustment shall be made in the Broker's commission in the current period.

3. TERMINATION

- a. This Commission Agreement shall be terminated automatically if:
 1. the Broker or Broker's principal license is suspended, revoked, or if it is not renewed. The Broker or the Broker's Principal agrees to immediately inform the Plan upon the suspension or nonrenewal of such license; or
 2. the Broker does not have any business on the books; or
 3. the Broker fails to represent Anthem Blue Cross and Blue Shield in a fair and ethical manner; or
 4. the Broker fails to meet Anthem Blue Cross and Blue Shield production standards.
- b. If Broker breaches any provision of this Agreement, Plan, at its discretion, will give Broker 30 days to cure failure. If Broker does not cure failure, the Agreement shall terminate.
- c. Either the Broker or the Plan may terminate this Agreement at any time by 30 days advance written notice to the other party.
- d. Notwithstanding any other provision of this Agreement, upon termination of this Agreement for any reason, Plan shall have no further obligation to pay the commissions to the Broker as of the termination date of this Agreement.

4. GENERAL

- a. Any modifications to the Agreement, other than a change or addition to Exhibits, shall be in writing and signed by all parties.
- b. Broker is an independent contractor. Nothing contained herein shall be construed to create an agency relationship between or among the Plan and Broker, or Broker's Principal. Broker shall have no authority to make representations that it is an agent for the Plan or otherwise

its representative and Broker shall indemnify the Plan the full extent of the Plan's damages and costs in the event that Broker breaches this provision. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee between the Plan and Broker. Broker has no authority to obligate or bind the Plan in any way.

- c. The Broker agrees to abide by the rules and procedures of the Plan as outlined in this Agreement and the attached Exhibits. In the event that the Broker fails to comply with any of the Plan's rules and procedures, the Plan may immediately terminate this Agreement.
- d. Any indebtedness of the Broker to the Plan arising at any time shall constitute a first lien upon any commissions or allowances due or about to become due hereunder and such commission or allowances shall be applied to liquidate such indebtedness.
- e. It is agreed by the Broker that Broker shall submit for Plan review all literature, sales aids, any promotional materials or promotional efforts used by the Broker in conjunction with the products of the Plan, prior to use by the Broker; and that Broker shall only utilize such materials that have been approved by the Plan in writing.
- f. The Broker is responsible for immediately notifying the Plan of any change in the information provided in connection with this Agreement including but not limited to payment designation, mailing or business address, and status of Broker's License.
- g. Waiver by the Plan of any terms or conditions of this Agreement shall not be construed as a waiver of any other term or condition or right to enforce such waived term or condition in the future.
- h. This Agreement is hereby accepted for the Plan to be effective on the date herein specified.

This Agreement, together with all Exhibits, as applicable, constitutes the entire agreement between the parties hereto and supersedes all other agreements, communications, and understandings by and between the parties, and shall be governed by the laws of New Hampshire.

Please type or print:

Broker Name:

Broker Title:

Signature:

Broker/Agency Name:

Broker/Agency Title:

Signature:

Date:

Tax ID Number:

ANTHEM HEALTH PLANS OF NEW HAMPSHIRE, INC.

By: Denise F. McDonough

Denise F. McDonough, Regional Vice President

Commission Agreement Individual Products



This **AGREEMENT** together with the Schedules and other attachments thereto (the "Agreement"), by and between Anthem Health Plans of New Hampshire, Inc. d/b/a Anthem Blue Cross and Blue Shield (Anthem BCBS/Plan), and Broker shall be effective the latter of the first of the month in which executed Agreement from Broker is received or the date Broker is appointed by Anthem by the Department (s) of Insurance in the state(s) in which Anthem is located. In consideration of the mutual covenants and agreements contained herein and intending to be legally binding, Company and Broker agree as follows:

1. LICENSURE REQUIREMENTS

- a. Anthem Blue Cross and Blue Shield is a New Hampshire stock Corporation licensed to provide accident and health insurance in New Hampshire pursuant to New Hampshire Chapter 401:1 Revised Statutes Annotated.
- b. Plan includes the Individual and Temporary products sold by Anthem Blue Cross and Blue Shield, and any subsidiary and/or affiliate of Anthem Blue Cross and Blue Shield, including but not limited to Matthew Thornton Health Plan, Inc.
- c. All Brokers must be licensed by the New Hampshire Insurance Department for accident, health and life to do business in New Hampshire as an insurance broker and have furnished a copy of such license to the Plan.
- d. If Broker is affiliated with an Agency (Broker's Principal) the Agency must be duly licensed by the New Hampshire Insurance Department to do such business in New Hampshire and has furnished a copy of its Co-Broker license to the Plan.
- e. All parties (Broker and Broker's Principal) shall maintain licensure as a condition precedent for reimbursement by Plan.

2. CONDITIONS FOR RECEIPT OF COMMISSION

- a. According to the terms and conditions of this Agreement, the Plan agrees to pay commission to the undersigned Broker or Broker's Principal, for the sale of Individual and Temporary products offered by the Plan, to eligible Individuals not currently covered by the Plan, who have designated in writing such Broker as Broker of Record.
- b. Broker and, if applicable, Broker's Principal must meet the licensure requirements stated in Section 1 above. Commissions shall terminate if Broker ceases to be a licensed insurance broker in the State of New Hampshire or shall fail to otherwise comply with state statutes and/or regulations. Broker agrees to inform the Plan immediately upon suspension or termination of license or upon the occurrence of any event which terminates Broker's authority to act as a licensed insurance broker. Commission payment made prior to the discovery of such situations will result in indebtedness of the Broker to the Plan and shall be repaid by the Broker to the Plan.
- c. Acceptance of all new individuals will be subject to the final determination of the Plan. Commission shall be paid only for such Accounts accepted by the Plan.

- d. Upon submission of an application from the enrolling Individual, and upon acceptance of such Enrollment Agreement and full monthly premium, the Plan agrees to pay the Broker in the next scheduled commission payment following receipt and reconciliation of such monthly premium.

Commission payments will be made by the Plan monthly thereafter upon receipt of premium.

Commission payment will be made by the Plan monthly thereafter upon receipt of premium. Such commission shall be payable so long as the Broker remains the Broker of Record for the individual, and services the individual in a satisfactory manner. However, Broker agrees that the Plan will terminate payment of commission effective the first of the month following receipt of written notification from an Individual designating a different broker or otherwise terminating Broker as Broker of Record.

- e. Upon submission of an application from the enrolling individual, and upon acceptance of such Enrollment Agreement and full term premium, the Plan agrees to pay the Broker in the next scheduled commission payment following receipt and reconciliation of such term premium for all Plan Temporary Products.
- f. No assignment or other alienation of commissions payable under this Agreement shall be valid without the express written approval of a Plan Marketing Officer.
- g. The Broker has no right to receive or collect monies, including premium, on behalf of the Plan other than the initial premium or deposit.
- h. This Agreement, shall apply to premiums received by the Plan for coverage provided by the Plan or sold on behalf of the Plan's subsidiaries and/or affiliates.
- i. If any Account shall be terminated either by the Plan or the Account or by both for any reason or cause, all right to commissions that might otherwise have accrued under such Account shall cease. No commissions shall accrue for any coverage issued to any employee, beneficiary or member under any conversion privilege or continuation policy as provided by law as a result of such Account termination. Commission payments made prior to the discovery of such situations will result in indebtedness of the Broker and the Plan and shall be repaid by the Broker to the Plan.
- j. If a premium adjustment shall be made for any period, then a corresponding adjustment shall be made in the Broker's commission in the current period.

3. TERMINATION

- a. This Commission Agreement shall be terminated automatically if:
 1. the Broker or Broker's principal license is suspended, revoked, or if it is not renewed. The Broker or the Broker's Principal agrees to immediately inform the Plan upon the suspension or nonrenewal of such license; or
 2. the Broker does not have any business on the books; or
 3. the Broker fails to represent Plan in a fair and ethical manner; or
 4. the Broker fails to meet Plan production standards.
- b. If Broker breaches any provision of this Agreement, Plan, at its discretion, will give Broker 30 days to cure failure. If Broker does not cure failure, the Agreement shall terminate.
- c. Either the Broker or the Plan may terminate this Agreement at any time by 30 days advance written notice to the other party.
- d. Notwithstanding any other provision of this Agreement, upon termination of this Agreement for any reason, Plan shall have no further obligation to pay the commissions to the Broker as of the termination date of this Agreement.

4. GENERAL

- a. Any modifications to the Agreement, other than a change or addition to Exhibits, shall be in writing and signed by all parties.
- b. Broker is an independent contractor. Nothing contained herein shall be construed to create an agency relationship between or among the Plan and Broker, or Broker's Principal. Broker shall have no authority to make representations that it is an agent for the Plan or otherwise its

representative and Broker shall indemnify the Plan the full extent of the Plan's damages and costs in the event that Broker breaches this provision. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee between the Plan and Broker. Broker has no authority to obligate or bind the Plan in any way.

- c. The Broker agrees to abide by the rules and procedures of the Plan as outlined in this Agreement. In the event that the Broker fails to comply with any of the Plan's rules and procedures, the Plan may immediately terminate this Agreement.
- d. Any indebtedness of the Broker to the Plan arising at any time shall constitute a first lien upon any commissions or allowances due or about to become due hereunder and such commission or allowances shall be applied to liquidate such indebtedness.
- e. It is agreed by the Broker that Broker shall submit for Plan review all literature, sales aids, any promotional materials or promotional efforts used by the Broker in conjunction with the products of the Plan, prior to use by the Broker; and that Broker shall only utilize such materials that have been approved by the Plan in writing.
- f. The Broker is responsible for immediately notifying the Plan of any change in the information provided in connection with this Agreement including but not limited to payment designation, mailing or business address, and status of Broker's License.
- g. Waiver by the Plan of any terms or conditions of this Agreement shall not be construed as a waiver of any other term or condition or right to enforce such waived term or condition in the future.
- h. This Agreement is hereby accepted for the Plan to be effective on the date herein specified.

This Agreement, together with all Exhibits, as applicable, constitutes the entire agreement between the parties hereto and supersedes all other agreements, communications, and understandings by and between the parties, and shall be governed by the laws of New Hampshire.

Please type or print:

Broker Name:

Broker Title:

Signature:

SS #:

Broker/Agency Name:

Broker/Agency Title:

Signature:

Date:

Tax ID Number:

ANTHEM HEALTH PLANS OF NEW HAMPSHIRE, INC.

By: Denise F. McDonough

Denise F. McDonough, Regional Vice President

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



Agent Name: _____

Agent Social Security Number: _____

I hereby (1) authorize Garity Advantage Agencies, Inc. and its corporate affiliates to make payments for Payee's services by Electronic Fund Transfer (EFT), (2) certifies that the Payee has selected the following depository institution, and (3) directs that all such EFTs be made as provided below:

Make All Commissions Payable by Electronic Funds Transfer to:

☐ Individual (SS# listed above)

☐ Corporation:

(Name of Entity _____ TIN# _____)

Bank Routing Number: _____ (9 digits- lower left corner of check)

Bank Account Number: _____ (do not include check number)

Bank Name: _____

Savings: _____ Checking: _____

Agent Signature: _____

Date: _____

Please attach a voided check

2015 Personal Producing Agent Commission Schedule **Effective January 1, 2015 through December 31, 2015**

This schedule is applicable to Medicare Advantage (MA), Medicare Advantage Prescription Drug (MA-PD), Medicare Advantage Dual Special Needs (D-SNP), and Prescription Drug (Part D) plans that are underwritten by Anthem Blue Cross and Blue Shield (Anthem) and sold in select counties within Virginia, Indiana, Kentucky, Ohio, Missouri, Wisconsin, New Hampshire, Maine and Connecticut.

Product (where available)	Commission - Initial Year	Renewal Commission – Year 2 Through Year 10
Anthem Medicare Preferred Standard (PPO)	\$402	\$201
Anthem Medicare Preferred Select (PPO)	\$402	\$201
Anthem Medicare Preferred Core (PPO)	\$402	\$201
Anthem Medicare Preferred Premier (PPO)	\$402	\$201
Anthem Senior Advantage Basic (HMO)	\$408	\$204
Anthem Senior Advantage Value (HMO)	\$408	\$204
Anthem Dual Advantage (HMO D-SNP)	\$408	\$204
Anthem Dual Advantage (HMO D-SNP) Connecticut only	\$461	\$231
Anthem Senior Advantage Plus (HMO)	\$408	\$204
Anthem MediBlue Select (HMO)	\$408	\$204
Anthem MediBlue Local (HMO)	\$402	\$201
Anthem MediBlue COPD (HMO D-SNP)	\$402	\$201
Anthem MediBlue Diabetes (HMO D-SNP)	\$402	\$201
Anthem MediBlue Smart Fit (HMO D-SNP)	\$402	\$201
Anthem MediBlue Value (HMO)	\$461	\$231
Anthem MediBlue Preferred Standard (PPO)	\$453	\$227
Blue Medicare Access Classic RPPO (MA-Only)	\$402	\$201
Blue Medicare Access Value RPPO	\$402	\$201
Product (where available)	Commission - Initial Year	Renewal - Commission Through Year 6
All standalone Part D plans (Prescription Drug Plans)	\$56	\$28

Producing Agents who newly enroll a beneficiary in an Anthem MA, MA-PD, D-SNP or PDP plan, with an effective date of January 1, 2015 through December 1, 2015, will be paid a lump sum amount following the effective date of the enrollment of the beneficiary into an Anthem plan. The lump sum amount will be equal to the annual commission rate based on whether the business qualifies as 'Initial' or 'Renewal' business. First year commission is paid based upon eligibility determined by CMS. The renewal commissions paid after the end of the

calendar year in which a new beneficiary is enrolled into an Anthem plan will be “as earned” on a monthly basis. Commission payment intervals are subject to change at the Company’s discretion.

General:

- This commission schedule applies to Medicare Advantage (MA), Medicare Advantage-Prescription Drug (MA-PD), Medicare Advantage Dual Special Needs (D-SNP), and Medicare Part D (PDP) enrollments beginning with effective dates of January 01, 2015 and ending December 31, 2015.
- Producing Agents must remain in Good Standing with Anthem to receive initial *and* renewal commissions. Good Standing is defined as: maintaining an active sales license, being appointed by the company, and completing annual certification and product training for all applicable Anthem Medicare Advantage and Part D plans with a passing score of 90% or better.
- Producing Agents must be current agent of record servicing the member.
- Producing Agents agree and understand that all commissions are paid at the renewal rate until CMS notifies Anthem that an enrolled beneficiary is verified as an initial “new” member. Remaining compensation will be paid after CMS verification is sent to Anthem.
- The compensation cycle begins when the beneficiary initially enrolled into the MA, MA-PD D-SNP or PDP plan. Anthem will pay renewal commissions through year 10 for MA, MA-PD, D-SNP plans. PDP will be paid renewal commissions through year 6.
- Initial compensation is paid for new enrollments into MA, D-SNP or PDP plans, as well as, enrollments into different plan types which includes enrolling from:
 - An MA,MA-PD, or D-SNP to a PDP
 - A PDP to an MA,MA-PD or D-SNP
 - A Cost Plan to an MA,MA-PD, D-SNP or PDP
- As defined by CMS, “renewal compensation” is equal to fifty percent (50%) of the initial compensation amount (see commission grid above) and is paid after the end of the calendar year in which a beneficiary is initially enrolled in a plan, as mandated by CMS guidance.
- It is also paid when a beneficiary enrolls in a different plan of “like plan type” following the initial year of enrollment. A “like plan type” refers to moves from:
 - A PDP to another PDP or
 - An MA,MA-PD, or D-SNP to another MA,MA-PD, or D-SNP
- Anthem is required to recover all commission payments when a beneficiary disenrolls from our plans within the first three months, or ninety days, of enrollment. In addition, the first twelve (12) months of commissions are paid in a lump sum. Thus, if a beneficiary disenrolls after ninety days, all ‘unearned’ commissions are recovered. Notwithstanding the foregoing, Anthem will not recover funds, but will pay only for the actual months the Member is enrolled in the plan when disenrollment within the first three (3) months is due to the fact that the Member is entitled to a special election period (SEP) for the following circumstances: (1) Disenrollment from Part D due to having other creditable coverage or from being institutionalized (2) Member gains/drops employer/union sponsored coverage (3) Because of a CMS sanction against Anthem or a termination of Anthem’s contract with CMS (4) During the Medigap trial period (5) In order to coordinate with Part D enrollment periods or with an State Pharmacy Assistance Program (SPAP); (6) Member has a change in status by (a) becoming dually eligible for both Medicare and Medicaid (b) qualifying for another plan base upon special needs or a chronic condition (c) becoming Low Income Subsidy (LIS) eligible or (d) moves into or out of an institution; (7) Due to an auto-or facilitated enrollment (8) Member is involuntarily disenrolled due to (a) death (b) moving out of the service area (c)

non-payment of premium (d) loss of entitlement (e) retroactive notice of Medicare entitlement or (f) contract violation.

- Producing Agents are responsible to understand and comply with all CMS requirements regarding Sales and Marketing to obtain approval of all required sales materials and to remain informed on all rules and regulations provided to them by Anthem, regarding Medicare Advantage Plans, Medicare Advantage Dual Special Needs Plans, and Part D Plans.
- Notwithstanding the terms set forth in this Commission Schedule, at all times the compensation to Producing Agent will be in compliance with CMS regulations and/or guidance and with any other laws relating to the marketing and/or sale of Medicare Advantage, Medicare Advantage Dual Special Needs, and/or Part D products. This schedule is subject to change based on regulatory requirements.

Anthem Blue Cross and Blue Shield is the trade name of: 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 New Hampshire: Anthem Health Plans of New Hampshire, Inc. In Ohio: Community Insurance Company. In Virginia (excluding the City of Fairfax, the Town of Vienna and the area east of State Route 123.): Anthem Health Plans of Virginia, Inc. 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 POS 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.