



VA 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
- **VA Producer Agreement for Senior Products**
- **Virginia Agent Appointment Fee Form**
 - **\$34.59 Appointment Fee (ME Resident) or \$34.59 Appointment Fee (Non Resident)**
Required if you are not currently appointed with Anthem in VA.
 - **Make Check Payable to: Anthem**
 - **Provide a PHOTO Copy with your faxed or emailed contracting.**
 - **Mail the actual check to: Garity Associates, 17 Accord Park Drive, Suite 107, Norwell, MA 02061**

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.)

- **Assignment of Commission Agreement**
 - NOTE: Anthem commissions will be payable through GarityAdvantage at the maximum rate allowed by CMS.
- **EFT/Direct Deposit form (optional)**

Step 2: Provide copies and meet the following requirements:

1. **VA State Health Insurance License-photocopy**
2. **Proof of Errors & Omissions Coverage**
3. **You must not be on the excluded party list**
(www.epls.gov and www.exclusions.oig.hhs.gov both sites must be verified)

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
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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.

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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)
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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, email, or other online transmittal.

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/epls>) 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.

Medicare Advantage and Part D Producer Contract Addendum

The following Medicare Advantage and Medicare Part D terms and conditions shall be incorporated into the agreement between Anthem Insurance Companies, Inc. and its applicable affiliates offering Medicare Advantage and/or Medicare Part D plans (herein referred to as “Customer”) and the party signing as “Producer” on the signature page hereof (herein referred to as “Producer.”) These provisions shall only apply to services provided by Producer, as a First Tier Entity, to or for Customer’s Medicare Advantage and/or Medicare Part D plans, including those plans for members dually eligible for Medicare and Medicaid in accordance with and pursuant to title XVIII of the Social Security Act (Act) (specifically, but not limited to, Social Security Act Parts C and Part D), and any subsequent amendments or relevant provision in the Act 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 or on behalf of Covered Individuals enrolled in Customer’s Medicare Advantage and/or Medicare Part D plans.

A. Definitions:

1. **Downstream Entity:** Any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the Medicare Advantage benefit, below the level of the arrangement between Customer and Producer, a first tier entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.
2. **First Tier Entity:** Any party that enters into a written agreement, acceptable to CMS, with Customer or applicant to provide administrative services or health care services for a Medicare eligible individual under the Medicare Advantage program.
3. **Related Entity:** Any entity that is related to Customer by common ownership or control and (1) performs some of the Customer’s management functions under contract or delegation, (2) furnishes services to Medicare Advantage enrollees under an oral or written agreement, or (3) leases real property or sells materials to Customer at a cost of more than \$2,500 during the contract period. Hereinafter any reference to Subcontractors shall include the terms Downstream Entity and Related Entity.

B. Terms:

1. **Federal Funds.** Producer acknowledges that payments Producer receives from the Customer to provide services to Medicare Advantage and/or Medicare Part D enrollees are, in whole or part, from Federal funds. Therefore, Producer and any of its Downstream and/or Related

Anthem Blue Cross and Blue Shield is the trade name of: In Colorado and Nevada: Rocky Mountain Hospital and Medical Service, 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 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.

Entities may be subject to certain laws that are applicable to individuals and entities receiving Federal funds, including but not limited to, 42 C.F.R. 423.100, 42 C.F.R. Part 422, Title VI of the Civil Rights Act of 1964 as implemented by 45 CFR part 84; the Age Discrimination Act of 1975 as implemented by 45 CFR part 91; the Americans With Disabilities Act; the Rehabilitation Act of 1973 and other regulations applicable to recipients of Federal Funds.

- 2. Confidential Information.** Producer recognizes that in the performance of its obligations under this Agreement it may be party to the Customer's proprietary, confidential, or privileged information, including, but not limited to, information concerning the Customer's members. Producer agrees that, among other items of information, the identity of, and all other information regarding or relating to any of the Customer's customers is confidential. Producer agrees to treat such information as confidential and proprietary information of the Customer, and all such information shall be used by Producer only as authorized and directed by the Customer pursuant to this Agreement, and, unless required by law, shall not be released to any other person or entity under any circumstances without express written approval of the Customer. 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 Customer and CMS for the Medicare Advantage and/or Medicare Part D program.

- a. To the extent applicable, Producer will comply with the confidentiality and enrollee record accuracy requirements, including: (1) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable Federal and State law or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by enrollees to the records and information that pertain to them. [42 C.F.R. §§422.504(a)(13) and 422.118.]

- 3. Inspection of Books and Records.** In accordance with, but not limited to, 42 C.F.R. 422.504(i) and/or 42 C.F.R. 423.505(i), Producer acknowledges that Customer, Health and Human Services department (HHS), the Comptroller General, or their designees have the right to timely access to inspect, evaluate and audit any books, contracts, medical records, patient care documentation, and other records of Producer, or its First tier, Downstream and Related entities, including but not limited to Subcontractors or transferees involving transactions related to Customer's Medicare Advantage contract through ten (10) years from

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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 42 CFR §422.504(e)(4) or 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 Customer's Covered Individuals, including access to Producer's computer and electronic systems and any additional relevant information that CMS may require. Producer acknowledges that failure to allow HHS, the Comptroller General or their designees the right to timely access under this section can subject Facility to a \$15,000 penalty for each day of failure to comply.

- 4. 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 Customer. 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. 422.504(i)(3)(ii) and/or 42 C.F.R. 423.505(i)(3), Producer agrees that it will obtain from Customer prior written consent should Producer desire to subcontract any services delegated to Producer under this Agreement. Should Customer agree to Producer's subcontractor selection, Producer will cooperate with Customer in validating the compliance of the sub-delegation with the terms and conditions of this Exhibit. In addition, 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 obligations in this Medicare Advantage and Medicare Part D Regulatory Exhibit and applicable terms in the attached Agreement. In addition, any and all contracts Producer enters into with such Subcontractors must name Customer in the contract and clearly delineate that Customer retains the necessary control and oversight over Producer and all downstream subcontractors.
- 6. Federal and State Laws.** Consistent with, but not limited to, 42 C.F.R. 422.504(i)(4) and 422.504(i)(3)(iii) and/or 423.505(i)(4) and 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, the Medicare Marketing Guidelines for Medicare Managed Care Clients, and any requirements for CMS prior approval of materials. Further, Producer agrees that any services provided by the Producer or its subcontractors to or on behalf of Customer's Medicare Advantage and/or Medicare Part D plans will be consistent with and will comply with the Customer's Medicare Advantage and/or Medicare Part D contractual obligations.

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7. Compliance. The Customer maintains an effective Compliance Program and Standards of Business Conduct, and requires its employees and First Tier, Downstream and Related entities to act in accordance therewith. The Customer will provide a copy of its then current Standards of Business Conduct to Producer annually or more frequently if required by law.

- a. Compliance Requirements. Consistent with the preceding paragraph and to the extent applicable, Customer and its Downstream and Related Entities are required to comply with all CMS regulations relevant to Medicare Advantage and/or Part D First Tier, Downstream and Related Entities. In addition, Producer agrees to comply with Customer's FDR Policies and Procedures, including the Annual Monitoring Report, which are incorporated herein by reference and can be amended from time to time by Customer with advance notice. In addition, Customer and its First Tier, Downstream and Related entities are required to complete all training required by CMS and Customer and to monitor for Fraud, Waste and Abuse consistent with CMS guidance. To the extent applicable, Producer acknowledges that certain CMS guidance on Fraud, Waste and Abuse may be implicated by the Agreement and agrees to take appropriate actions to identify and/or monitor for such activities, including but not limited to producing Producer's plan to monitor for Fraud, Waste and Abuse.
- b. Validation of Compliance. Producer agrees to provide documentation at least annually, to Customer, demonstrating compliance with the CMS guidance as outlined in part in this Exhibit. An example of the required monitoring form is attached hereto as Attachment 1. The parties acknowledge that Attachment 1 may be amended by Customer upon notice, from time to time, on an annual basis or as needed to comply with CMS oversight and monitoring requirements. In addition, Producer agrees to maintain documentation demonstrating compliance on an ongoing basis with all applicable CMS requirements.
- c. Reporting of Identified Compliance Issues. Producer shall report all identified compliance issues affecting the services being performed hereunder to Customer immediately, but in no event greater than three (3) business days of identifying the issue. Customer has a non retaliation policy for all compliance issues reported in good faith. Upon identification of a compliance issue, Producer agrees to cooperate with Customer by providing any and all documentation required to evaluate, correct and monitor the identified issue.
- d. Adherence to New CMS Requirements. Should CMS enact new requirements that impact the services being provided by Producer or its Subcontractors, Producer

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will provide written evidence of their or their Subcontractors compliance prior to the implementation date of the new requirement.

- 8. Hold Harmless.** In accordance with, but not limited to, 42 C.F.R. 422.504(i) and 422.504(g)(1) and (2) and/or 423.505(i) and 423.505(g), Producer agrees that in no event, including but not limited to non-payment by Plan, insolvency of Plan 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 enrollee for covered services provided pursuant to the Agreement. This provision does not prohibit the collection of supplemental charges or Copayments made in accordance with the terms of the Medicare Advantage and/or Medicare Part D enrollee's benefits.
- 9. Ineligible Persons.** Producer warrants and represents that at the time of entering into this Agreement and at least monthly thereafter when providing services to or for the benefit of Medicare Advantage and/or Medicare Part D members under this Agreement, Producer will review the applicable sources to insure that 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 <https://www.sam.gov/>) and the HHS/OIG List of Excluded Individuals/Entities (available through the internet at <http://exclusions.oig.hhs.gov/>). Producer agrees to maintain documentation evidencing compliance with this requirement and agrees to sign a certification consistent with the meaning and requirements of this provision as required by Customer

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/its ineligible person status, Producer shall have an obligation to (1) immediately notify the Customer of such ineligible person status and (2) immediately remove such individual from responsibility for, or involvement with, the Customer's business operations related to this Medicare Advantage and Medicare Part D attachment.

The Customer 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.

- 10. Conflict of Interest.** The parties agree that the provision of services under this Agreement is free from any conflicts of interest. Customer requires and Producer agrees to certify that it will require its managers, officers and directors responsible for the administration or delivery of Medicare Advantage and/or Part D benefits to sign a conflict of interest statement, attestation, or certification at the time of hire and annually thereafter certifying that the

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manager, officer or director is free from any conflict of interest in administering or delivering Medicare Advantage and/or Part D benefits.

- 11. 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.
- 12. Indemnification for Non-compliance.** Producer agrees to indemnify and hold the Customer harmless from and against any and all liabilities, claims and expenses connected therewith, including reasonable attorneys fees, arising from any acts or omissions of Producer, not specifically authorized or directed by the Customer, violating or resulting in an investigation under § 1128B(b) of the Social Security Act or any other Federal or State law or regulation.
- 13. Termination-Regulatory Issues.** In accordance with, but not limited to, 42 C.F.R. 422.504(i)(5) and/or 423.505(i)(5), if during the term of the Agreement, the Customer 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, policies, or for any other purpose to comply with applicable CMS regulations or instructions, the Customer may, at its discretion, cancel the activity and be relieved of any related obligations under the terms of the Agreement. If the Customer 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 Customer or Producer may request to renegotiate such terms. If the parties are not able to reorganize or restructure the activities to meet the changes in Federal or State laws, regulations or policies, the parties may cancel or terminate the services being rendered pursuant to this Exhibit without being subject to any breach of contract penalties.
- 14. Oversight Responsibility.** Producer acknowledges that the Customer shall oversee and monitor Producer's and all of Producer's Subcontractors' providing Services under this Agreement. Accordingly, Customer will regularly review the performance of Producer and, if applicable, Producer's Subcontractors, as part of its normal operations to confirm ongoing compliance and to ensure any identified corrective actions are undertaken and effective. Producer further acknowledges that the Customer is ultimately responsible to CMS for the performance of such services and that the Customer shall oversee and is accountable to CMS for the functions and responsibilities described in the Medicare Advantage and Medicare Part D regulatory standards and ultimately responsible to CMS for the performance of all services.
- 15. Revocation.** Producer agrees that the Customer has the right to revoke this agreement if CMS or the Customer determines that Producer or any of its Downstream or Related

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Entities 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.

- 16. Approval of Materials.** Any printed materials, including but not limited to letters to the Customer'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 Customer 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 Customer agrees its approval will not be unreasonably withheld or delayed.
- 17. Medicare Advantage and Medicare Prescription Drug Plan - Compliance Training, Education and Communications.** In accordance with, but not limited to 42 C.F.R. 422.503(b)(4)(vi)(C)&(D) and 42 C.F.R. 423.504(b)(4)(vi)(C)&(D) Producer agrees and certifies that it, as well as its employees, subcontractors, downstream entities, related entities and agents who provide services to or for Customer's Medicare Advantage and/or Part D Covered Individuals or to or for the Customer itself shall participate in applicable compliance training, education and/or communications as reasonably requested by the Customer or its designee annually or as otherwise required by applicable law, and must be made a part of the orientation and completed within the first ninety (90) days of hire for a new employee, new first tier, downstream or related entity and for all new appointments of a chief executive, manager, or governing body member. Both parties agree that the Customer or its designee may make such compliance training materials available to Producer in either electronic, paper or other reasonable medium upon request. Producer shall be responsible for documenting applicable employee's, Subcontractor's, Downstream Entity's, Related Entity's and/or agent's attendance and completion of such training on an annual basis. Producer shall provide such documentation to Customer annually and as required to support a Customer or CMS audit. In addition, the training requirement set forth herein is not required for providers or suppliers who have met the fraud, waste and abuse certification requirements through enrollment into the Medicare program, as those providers and/or suppliers are deemed to have met that portion of the fraud waste and abuse training required by CMS.
- 18. Audit.** Producer agrees to comply with any and all requests for Compliance documentation, as set forth in section 7 above, in order to support a Customer audit request or a CMS audit request. Producer must provide all requested documentation demonstrating compliance with all CMS regulations and/or Anthem requirements for first tier, downstream and/or related entities.

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19. Delegated Activities. If Customer has delegated activities to Producer, then the Customer will provide the following information to Producer and Producer shall provide such information to any of its subcontracted entities:

- a. A list of delegated activities and reporting responsibilities;
- b. Arrangements for the revocation of delegated activities;
- c. Notification that the performance of the contracted and subcontracted entities will be monitored by the Customer;
- d. Notification that the credentialing process, if applicable, must be approved and monitored by the Customer; and
- e. Notification that all contracted and subcontracted entities must comply with all applicable Medicare laws, regulations and CMS instructions.

20. Prohibition of Payment/Gifts/Incentives to Beneficiaries. Producer shall not provide or offer gifts or payments to a Medicare Advantage and/or Part D enrollee as an inducement to enroll in a Customer Medicare Advantage and/or Part D Product. Notwithstanding this section, 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 fifteen dollars (\$15.00). Cash gifts or gifts readily converted into cash are prohibited in any amount, as are charitable contributions in the name of potential enrollees. In addition, while Producer may describe legitimate benefits the individual eligible for Medicare Advantage and/or Part D may receive, 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 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.

21. Unsolicited Contacts.

- a. Producer may not do any of the following:
 1. Place any outbound marketing calls to Members or to beneficiaries unless the beneficiary requested the call;
 2. 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. Members who are voluntarily disenrolling from a plan should not be contacted

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for sales purposes or be asked to consent in any format to further sales contacts;

3. Place calls to Members or beneficiaries to confirm receipt of mailed information, unless otherwise set forth herein;
4. Place calls to Members or beneficiaries to confirm acceptance of appointments made by third parties or independent agents;
5. Approach Members or beneficiaries in common areas (i.e. parking lots, hallways, lobbies, etc.)
6. 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. Any such permission must be event specific and shall not be treated as open-ended permission for future calls. Any such permission must be documented.
7. Place calls based on referrals. If an individual would like to refer a friend or relative to an agent or plan sponsor, the agent or plan sponsor may provide contact information such as a business card that the individual may give to the friend or family member. In all cases, a referred individual needs to contact the plan or agent/broker directly.

b. Producer may do the following:

1. Place a call to a Member or beneficiary that Producer enrolled into an Customer Medicare Advantage and/or Part D plan as long as the Member remains enrolled with the Customer plan; or
2. Place a call to a beneficiary who has expressly given permission for Producer to contact them, for example by filling out a business reply card or asking a Customer Service Representative of Customer to have an Producer contact them. This permission by the beneficiary applies only to Customer Medicare Advantage and/or Part D plans for the duration of that transaction or as otherwise indicated by the beneficiary.
3. Return phone calls and messages, so long as they were unsolicited.

c. Outbound Scripts. Any and all outbound scripts utilized by Producer to contact beneficiaries on behalf of Customer must be submitted to Customer and to ultimately to CMS for review and approval prior to use in the marketplace. In addition, when conducting outbound calls, Producer must ensure the scripts include a privacy statement clarifying that the beneficiary is not required to provide any health related information to Customer or Producer and that the information provided will in no way affect the beneficiary's membership in the Medicare Advantage and/or Part D Plan.

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- 22. Cross Selling Prohibited.** 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.
- 23. Scope of Producer Appointments with Beneficiaries.** 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 (48-hours in advance when practicable) and such agreement must be documented by Producer. For example, if a beneficiary attends a sales presentation and schedules an appointment, the 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 Producer over the phone must be recorded in order to provide adequate documentation. Producer will maintain the required documentation providing the scope of the appointment and will provide such documentation to Customer upon request. 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. Producer may, however, leave Customer materials during the initial appointment so long as enrollment applications are not left with potential enrollees.
- 24. Marketing in Health Care Settings.** 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). 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, Producer may only schedule an appointment if the beneficiary requested it.
- 25. Sales/Marketing Prohibited at Educational Events.** Producer may not include sales activities, including but not limited to distribution of marketing materials or distribution or collection of Customer Medicare Advantage and/or Part D enrollment applications at educational events. Moreover, Producer must include the following disclaimer on all

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materials advertising an educational event: “educational only and information regarding a Medicare Advantage and/or Part D plan will not be available.” Materials distributed or made available at an educational event must be free of plan-specific information, (including plan-specific premiums, co-payments, or contact information), and any bias toward one plan type over another. 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 Producers, such as health information fairs, conference expositions, state-or community-sponsored events.

Without limiting the generality of the foregoing, Producer may not:

- a. Discuss plan-specific premiums and/or benefits.
- b. Distribute plan specific materials.
- c. Distribute or display business reply cards, scope of appointment forms, enrollment forms, or sign-up sheets.
- d. Set up individual sales appointments or get permission for an outbound call to the beneficiary.
- e. Attach business cards or plan/agent contact information to educational materials, unless requested by the beneficiary.
- f. Advertise an educational event and then have a marketing/sales event immediately following in the same general location, (e.g., same hotel).

26. Prohibition on the Provision of Meals. 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. 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.

27. Required Disclosure. 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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“The person that is discussing plan options with you is either employed by or contracted with Anthem Insurance Companies, Inc. and its applicable affiliates offering Medicare Advantage and/or Medicare Part D plans. The person may be compensated based on your enrollment in a plan.”

- 28. License, etc.** 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 in the state(s) where Producer intends to sell and/or market.
- 29. Discrimination Prohibited.** 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 shall not discriminate based on race, ethnicity, national origin, religion, gender, age, mental or physical disability, health status, claims experience, medical history, genetic information, evidence of insurability or geographic location. Producer shall not target beneficiaries from higher income areas or state or otherwise imply that plans are available only to seniors rather than to all Medicare beneficiaries. Producer agrees to implement policies, procedures and monitoring activities that are consistent with the concepts noted in this provision.
- 30. Restrictions on Payments.** Irrespective of any conflicting term or provision, Customer 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 Customer (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. Under no circumstances may Producer charge a marketing fee or any other fee to a beneficiary.
- 31. Rapid Disenrollment.** Consistent with CMS guidance, Producer agrees that Customer may withhold, withdraw or recoup compensation payment made to Producer if (i) a Medicare Advantage and/or Medicare Part D beneficiary disenrolls less than three (3) months after enrollment (i.e., rapid disenrollment), except as otherwise provided in CMS guidance; or (ii) any other time a beneficiary is not enrolled in a plan.
- 32. 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.

[SIGNATURES ON FOLLOWING PAGE]

Anthem Blue Cross and Blue Shield is the trade name of: In Colorado and Nevada: Rocky Mountain Hospital and Medical Service, 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 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.

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

“PRODUCER”

“CUSTOMER”

Anthem Insurance Companies, Inc.

(Print Full Name of Producer)

Date Signed:

By:

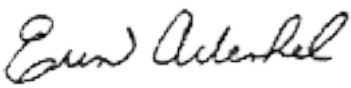
(Signature of Authorized Signatory)

Name:

(Print Name of Signatory)

Title:

(Print Title of Signatory)

By: 

Erin Ackenheil

Vice President

Medicare Sales

Producer Writing # (Tax ID#) Agency tax ID# (if appl) Social Security #

Business Address (Street)

Email Address

(City, State, Zip)

Producer Phone #

Producer Fax #

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For example, Broker Smith enrolls a new member for a 2/1/16 effective date in a policy with a renewal rate of \$201.00. Anthem BCBS pays the renewal rate, prorated for eleven months in a lump sum (\$184.25 and/or 11 months multiplied by \$16.75). CMS later notifies Anthem BCBS that the beneficiary is new to Medicare. Anthem BCBS then pays an additional \$217.75 in a lump sum, resulting in a total of \$402.00. Anthem BCBS will pay renewal commissions for year 2 and beyond, as earned monthly on a prorated basis at the renewal rate of up to 50% of the current year Fair Market Value (FMV). Assuming FMV remains flat or increases in the next plan year the renewal rate would remain \$16.75 paid monthly for the remaining 9 years of the schedule or until disenrollment, whichever comes first. Commission payment intervals are subject to change at the Company's discretion and in accordance with CMS guidelines.

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, 2016 and ending December 31, 2016.
- 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.
- 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 at or below the fair market value (FMV) cut-off amounts published by CMS annually.

As defined by CMS, renewal compensation are paid for each enrollment in Year 2 and beyond up to fifty (50) percent of the current FMV, published by CMS annually. Renewal compensation is paid after the end of the calendar year in which a beneficiary is initially enrolled in a plan, as mandated by CMS guidance.

A "like plan type" enrollment includes:

- A PDP to another PDP
- An MA, MA-PD, or D-SNP to another MA, MA-PD or D-SNP
- A section 1876 cost plan to another section 1876 cost plan

An "unlike plan type" enrollment includes:

- An MA or MA-PD plan to a PDP or section 1876 cost plan
- A PDP to a section 1876 cost plan or an MA (or MA-PD) plan
- A section 1876 cost plan to an MA (or MA-PD) plan or PDP

NOTE: For dual enrollments (e.g., enrollment in an MA-only plan and a stand-alone PDP), the compensation rules apply independently to each plan. However, when dual enrollments are replaced by an enrollment in a single plan, compensation is paid based on the MA movement (e.g., movement

from an MA-only plan and PDP to an MA-PD plan would be compensated at the renewal compensation amount for the MA to MA-PD “like plan type” move).

- First year commission is paid in lump sum. Anthem is required to chargeback all commission payments when a beneficiary voluntarily disenrolls from our plans within the first three months of enrollment. For example, if a member enrolls for 1/1 the agent is paid a renewal rate of \$201.00 in a lump sum. If the member voluntarily disenrolls 3/1 (within 3 calendar months of the plan’s effective date), the agent is charged back the entire \$201.00. In addition, , if the beneficiary remains on the plan longer than 3 calendar months but disenrolls prior to December 31, we are required to clawback any unearned commission. For example, beneficiary enrolls 1/1 and agent is paid a renewal rate of \$201.00 in a lump sum. Then the member voluntarily disenrolls from the plan 7/1. In this instance we would clawback 6 months of unearned commission or \$100.50 (6 months X \$16.75 monthly commission) all in accordance with CMS guidelines.
- Plans/Part D Sponsors must recover compensation payments from agents/brokers under two circumstances: 1) when a beneficiary disenrolls from a plan within the first three months of enrollment (rapid disenrollment), and 2) any other time a beneficiary is not enrolled in a plan.
- Rapid disenrollment applies when an enrollee moves from one Parent Organization to another Parent Organization, or when an enrollee moves from one plan to another plan within the same Parent Organization.
- Rapid disenrollment compensation recovery does not apply when a beneficiary enrolls in a plan effective October 1, November 1, or December 1, and subsequently changes plans effective January 1 of the following year. If, however, a beneficiary enrolls in October and disenrolls in December, the Plan/Part D Sponsor should recover compensation based on the rapid disenrollment.
- Rapid disenrollment compensation recovery does not apply when a beneficiary disenrolls within the first three months for any of the following reasons:
 - Other creditable coverage
 - Moving into or out of an institution
 - Gains/drops employer/union sponsored coverage
 - CMS sanction against the plan/contract violation
 - Plan terminations and non-renewals
 - In order to coordinate with Part D enrollment periods
 - In order to coordinate with an SPAP
 - Becoming dually eligible for both Medicare and Medicaid
 - Qualifying for another plan based on special needs
 - Becoming LIS eligible
 - Qualifying for another plan based on a chronic condition

- Due to an auto- or facilitated enrollment
 - Death
 - Moves out of the service area
 - Non-payment of premium
 - Loss of entitlement
 - Retroactive notice of Medicare entitlement
 - When moving to a plan with a 5-star rating or out of a low performing plan.
- 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.

Rates outlined within this schedule are subject to change. Advance notice will be sent prior to the effective date of any change.

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Garity Advantage
Insurance Marketing Agencies

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

GarityAdvantage

Insurance Marketing Agencies



VA Agent Appointment Fee Form

_____ I have an active appointment with Anthem in VA for the following products:
_____ and therefore am not required to pay the appointment fee.

_____ I do NOT have an active appointment with Anthem in VA for any products
and am enclosing a copy of my fee payment; hard copy to follow by mail.

\$34.59 Appointment Fee (VA) –

Required if you are not currently appointed with Anthem in VA.

**Make Check Payable to: Anthem and Provide a PHOTO Copy with your faxed or
emailed contracting.**

Mail the actual check to: Garity Associates

17 Accord Park Drive, Suite 107

Norwell, MA 02061

**NOTE: If you are required to pay the fee, we CANNOT submit your contracting
without a photocopy of the appointment fee check.**

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

Agent Signature

Date

Administrative Letters

Any person licensed as an insurance agent in Virginia should carefully review the Administrative Letters from the Virginia State Corporation Commission Bureau of Insurance at the link listed below. Administrative Letters provide direction, instructions, interpretations, or general information and should be reviewed by every producer.

<http://www.scc.virginia.gov/boi/adminlets/allagents.aspx>

**Anthem Health Plans of Virginia, Inc., d/b/a
Anthem Blue Cross and Blue Shield**