



Agent Contracting Checklist – Fallon Health

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

Step 1: Complete and Sign the Following Items:

- Licensing and Hierarchy Form**
- Broker Agreement**
- W-9**
- Direct Deposit Form** (include copy of voided check)
- Copy of State License(s)**
- Copy of E&O Certificate – minimum \$1,000,000 coverage**
- AHIP (Mandatory Requirement for Certification)**
If you have completed this course please provide copy of certificate

Step 2: Return completed contracting material to us via email or fax:

Email: contracting@garityadvantage.com
Fax: 339-469-8155
Mail: GarityAdvantage Agencies
17 Accord Park Drive, Suite 107
Norwell, MA 02061

Questions? Call 800-234-9488

Fallon Licensing & Hierarchy Form for Brokers/Agents



FMO: GarityAdvantage Agencies
Agent Name:
Agency Name (if applicable):
Massachusetts state license number:
Effective date of current license:
Agent NPN:
Agent Signature:
Date:

Licensed States (check all that apply):								
AK	AL	AR	AZ	CA	CO	CT	DC	DE
FL	GA	HI	IA	ID	IL	IN	KS	KY
LA	MA	MD	ME	MI	MN	MO	MS	MT
NC	ND	NE	NH	NJ	NM	NV	NY	OH
OK	OR	PA	RI	SC	SD	TN	TX	UT
VA	VT	WA	WI	WV	WY			



GarityAdvantage Agencies

Ph: 800.234.9488 / Fax: 339.469.8155 / www.garityadvantage.com

APPLICATION FOR APPOINTMENT AND MEDICARE ADVANTAGE PRODUCTS BROKER AGREEMENT

To be completed for Company Agreement

Company's Legal Name		d/b/a
Tax ID	License #	
Mailing Address (P.O. Box or Street, City, State, Zip Code)		
Street Address (must have for shipping supplies – Street, City, State, Zip Code)		
Telephone Number	Fax Number	
Email Address:		

To be completed for Individual Agreement

Legal Name (Last, First, Middle)		Preferred First Name	
Date of Birth	Social Security #	License #	Company Name
Mailing Address (P.O. Box or Street, City, State, Zip Code)			
Street Address (must have for shipping supplies – Street, City, State, Zip Code)			
Telephone Number	Fax Number		
Email Address:			

To be completed for Company/Individual Agreement

- Does your company/Do you currently have a nonresident insurance license in any state(s)? Yes No
If yes, list state(s): _____
- Does your company/Do you have any indebtedness with any agency or company? Yes No
If yes, give name of agency or company: _____
Amount and repayment agreement: _____

- Has your company/Have you ever filed for bankruptcy? Yes No
If yes, explain: _____
- Has your company/Have you ever been refused a bond? Yes No
If yes, explain: _____
- Does your company/Do you currently have a federal tax lien? Yes No
If yes, explain: _____
- Has your company's principals or leadership/Have you been convicted of a felony in the last 10 years, or a misdemeanor, other than a non-DUI traffic offense, in the last five years? Yes No
If yes, provide details: _____

- Has your company/Have you ever been investigated by any federal agency or excluded from participating in any federal health care program? Yes No
If yes, provide details, including resolution of such investigation or exclusion: _____

8. Has your company/Have you ever been investigated by any state agency or had your insurance license suspended or revoked? Yes No

If yes, explain: _____

9. We are, hereby, advising you that a routine inquiry may be made during our initial or subsequent processing which will provide applicable information concerning your character and general reputation. Upon written request, additional information as to the nature and scope of the inquiry, if one is made, will be provided. By signing this agreement, you are granting Fallon Community Health Plan or its duly authorized representative to contact or request any information from any organization or individual who has knowledge of your past or present employment and financial status and you, by your signature below, do consent to such inquiry.

10. In which county(s) do you wish to be appointed? Include required form, fee and copy of license for each state and carrier. _____

Declaration

To be completed for Company Agreement

Check here if you are making a declaration on behalf of a company.

I declare that, if the company is appointed, all premiums or monies for policies/coverage issued by Fallon Community Health Plan that are paid to the company or its Sub Agents shall be held in a fiduciary capacity and shall not be misappropriated or converted to company's use or illegally withheld. Furthermore, I agree, on behalf of company, not to solicit business until company is duly appointed. I understand and agree that all commissions due on business produced by the company or by Sub Agents under the company will be disbursed by Fallon Community Health Plan to the company and it the company's sole responsibility to ensure proper payment is made to Sub Agents in the amount provided for in the Addendum, as modified from time to time. I attest to the truth and completeness of the foregoing statements and answers. I certify that I have read, understand and agree to be bound by the conditions identified on this Application for Appointment and the attached Medicare Advantage Products Broker Agreement.

Authorized Signature: _____

On Behalf of: _____ Date: _____
[Name of Company]

A photocopy or facsimile of this Authorization shall be as valid as the original.

To be completed for Individual Agreement

Check here if you are making a declaration on behalf of yourself.

I declare that, if I am appointed, all premiums or monies for policies/coverage issued by Fallon Community Health Plan that are paid to Broker or its Sub Agents shall be held in a fiduciary capacity and shall not be misappropriated or converted to my own use or illegally withheld. Furthermore, I agree not to solicit business until I am duly appointed. I understand and agree that all commissions due on business produced by me or my Sub Agents will be disbursed by Fallon Community Health Plan to me and it is my sole responsibility to ensure proper payment is made to Sub Agents in the amount provided for in the Addendum, as modified from time to time. I attest to the truth and completeness of the foregoing statements and answers. I certify that I have read, understand and agree to be bound by the conditions identified on this Application for Appointment and the attached Medicare Advantage Products Broker Agreement.

Applicant Signature: _____ Date: _____

A photocopy or facsimile of this Authorization shall be as valid as the original.

To be completed by Fallon Community Health Plan:

I, _____, hereby recommend approval of this appointment. Date: _____

Company/Individual Broker Code: _____

Fallon Community Health Plan, Inc. Authorized Signature: _____

Printed Name (if different than above): _____

Medicare Advantage Products Broker Agreement

This Medicare Advantage and Medicare Advantage Prescription Drug Products (hereinafter "Medicare Products") Broker Agreement (hereinafter referred to as the "Agreement") is made by and between Fallon Community Health Plan, a not-for-profit corporation, and any of its wholly owned subsidiaries or affiliates selling Medicare Products (hereinafter referred to as "Fallon"), and the Company or Individual Broker listed on the signature page of this Agreement (hereinafter referred to as the "Broker").

Recitals

Whereas, Fallon is an independent corporation; and

Whereas, Fallon is a corporation that serves as a Plan sponsor for certain Medicare products which desires to contract with and appoint the Broker to market, sell and distribute certain Medicare program health insurance products and services of Fallon in accordance with applicable Laws; and

Whereas, the relevant laws require special training, documentation, marketing and other requirements of a Plan utilizing Brokers or Agents in relationship to Medicare Products; and

Whereas, the Broker desires to contract with and be appointed by Fallon to market, sell and distribute through its Sub Agents

Fallon's Medicare Products offerings in accordance with applicable Laws and the terms of this Agreement; and

Whereas, the Broker understands that there are special requirements that Broker and its Sub Agents must maintain in order to market, sell and distribute Medicare Products.

Whereas, the Broker understands that Broker's and its Sub Agents' ability to market, sell and distribute Medicare Products is different and independent of Broker's and its Sub Agents' ability to market, sell and distribute any other Fallon products; and

Now, Therefore, in consideration of the promises and mutual covenants of the parties, the sufficiency of which is hereby acknowledged, the parties have agreed as follows:

Definitions

Defined terms, which are referenced in this Agreement, shall have the following meanings:

"Agreement" is the Medicare Products Agreement between Fallon and the Broker.

"Addendum" is the document executed by Fallon and the Broker, which is incorporated into this Agreement by reference, and sets forth the terms and conditions upon which the Broker and its Sub Agents will solicit and be compensated for placing Business with Fallon, and otherwise amends the Agreement.

"Broker Account" is a Member whose Contract with Fallon is currently in force and was placed through the Broker or its Sub Agents.

"Application" is the document completed by the Broker for the issuance of a Contract for Medicare Products from Fallon.

"Business" shall be classified as either:

1. "New Business" which are Contracts with individuals that have not previously been covered by Fallon's Medicare Products; or whose coverage from Fallon's Medicare Products has lapsed, been canceled, or expired for a period of thirty (30) days or more; or
2. "Renewal Business" which is not New Business.

"Commission" is the compensation paid to the Broker in accordance with the terms of the applicable Addendum.

"Contract" is the agreement between Fallon and the member.

"Coverage" is the Contract and other documents that describe the covered Medicare benefits that Fallon has agreed to provide to Members.

"Laws" are applicable State or Federal statutes, regulations, instructions and other requirements which include the Compliance Fraud, Waste and Abuse requirements as described in Section 1860D-4(C)(1)(D) of the Social Security Act.

"Member" is an individual who is enrolled for Coverage by Fallon's Medicare Products.

"Officer" is a person so designated by Fallon's Board of Directors.

"Premiums" are the periodic payments required to maintain the Contract between a member and Fallon in force.

"Sub Agent" is an individual agent who is contracted to work under the auspices of the Broker with respect to the sales and marketing of Fallon's Medicare Products.

Broker Duties and Performance Obligations

- A. Appointment. The Broker represents that the information contained in each application for appointment by Fallon, which is incorporated into this Agreement by reference, is and shall remain true and accurate throughout the term of this Agreement. The Broker shall promptly notify Fallon of any: (1) material changes to the information set forth in a Broker application; (2) inquiries or disciplinary actions initiated against a Broker or its Sub Agents by State or Federal regulatory agencies; (3) termination of the Broker's authority to represent other insurers or health maintenance organizations; (4) cancellation, material modification or non-renewal of the Broker's liability insurance coverage or fidelity bonds; (5) loss of Broker's license to sell insurance or loss of license by any officer, employee or Sub Agent who has conducted sales and marketing of Fallon's Medicare products under this agreement; (6) actions to have the Broker, or any of Broker's officers, employees or Sub Agents who have conducted sales and marketing of Fallon's Medicare products under this agreement excluded, suspended or debarred from doing business with the federal government or from participating in federal healthcare programs; or (7) other matters which adversely affect the Broker's ability to perform Broker's duties pursuant to this Agreement.

If Fallon elects to contract with the Broker, Broker will ensure that the Broker, Broker's officers, employees or Sub Agents are appropriately licensed to place Medicare Products coverage with Fallon pursuant to applicable Laws. Broker warrants that Broker, its officers, employees and Sub Agents will comply with all applicable Laws, including but not limited to, any and all state and federal privacy and do-not-call laws, when representing Fallon pursuant to this Agreement and that representation of Fallon will not conflict with Broker's obligations to, or interfere with the rights of, any third parties. Broker shall be bound by the terms of this Agreement when representing Fallon and, if there is any conflict between the terms of this Agreement and any agreement between any third party, this Agreement shall be controlling. Broker certifies that it will make routine inquiries during initial or subsequent processing which will provide applicable information concerning its officers, employees' or Sub Agents' character and general reputation. The inquiry should at a minimum demonstrate that the officers', employees' or Sub Agents' past or present conduct as well as any investigations or convictions (including pending convictions and investigations) do not demonstrate a lack of honesty or integrity such as to render the officer, employee or Sub Agent unsuitable to place Fallon's Medicare Products coverage. Broker further agrees to provide to Fallon all information related to its actions under this agreement, including those of its officers, employees and Sub Agents required to develop, compile, evaluate, and report to the Centers for Medicare & Medicaid Services (CMS) and other federal and state agencies, at the times and in the manner required as requested by Fallon.

Broker acknowledges that, within ninety days of execution of this Agreement and annually thereafter, Broker' and any of Broker's officers, employees and Sub Agents who will provide services under this Agreement must successfully complete and pass at the required level a product and Medicare compliance training program training that includes information on the compliance requirements of the Medicare Products with specific reference to avoiding conflicts of interest, limitations on the marketing of other products to Medicare beneficiaries, security requirements related to Medicare information and information sharing practices and auditing rights between Fallon, the state licensing authorities and CMS or its designated agents: Broker understands that failure to successfully complete and pass the training will preclude Broker and any of its officers, employees or Sub Agents from selling Fallon's Medicare Products.

Neither Broker nor its officers, employees or Sub Agents shall be a debarred, suspended, or otherwise excluded from participation in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.

Neither Broker nor its Sub Agents shall employ or contract with any individual or entity currently excluded, suspended, or otherwise ineligible from participation in Medicare, Medicaid, or other Federal health care programs under Section 1128 or 1128A of the Social Security Act, or with any entity that employs or contracts with such an excluded individual or entity for the provision of services under these Programs.

- B. Solicitation of Eligible Individuals. The Broker shall exercise best efforts, and shall require officers, employees and Sub Agents to exercise best efforts, to identify and solicit eligible individuals to apply for Medicare Coverage from Fallon during the term of this Agreement. The Broker shall make reasonable efforts, and shall require officers, employees and Sub Agents to make reasonable efforts, to assure that prospective individuals are eligible for Medicare Coverage in accordance with the Medicare Advantage and Medicare Prescription Drug program requirements. Fallon shall provide the Broker with a reasonable supply of individual Application forms and other approved solicitation materials necessary to accurately describe the types of Medicare Coverage offered to prospective individuals.
- C. Solicitation Materials. The Broker shall not use the name, service marks or symbols or otherwise make reference to Fallon without the express written consent of an Officer of Fallon and shall require the same of its officers, employees and Sub Agents. The Broker shall not use the name, service marks or symbols or otherwise make reference to Fallon on any Agency or Broker Website without the express written consent of an Officer of Fallon and shall require the same of its officers, employees and Sub Agents.
- D. Modification and use of Materials. Applications, solicitation materials or proposals provided by Fallon must adhere to Marketing Guidelines and other requirements established by CMS, therefore they shall not be amended or altered by the Broker or its officers, employees or Sub Agents. They shall only be used in connection with the Broker's activities, and those of its officers, employees and Sub Agents, on behalf of

Fallon pursuant to this Agreement, shall remain the property of Fallon, and shall promptly be accounted for or returned to Fallon upon request or upon the termination of this Agreement.

- E. Submission of Applications. The Broker shall make a good faith effort to submit an Application to Fallon within a reasonable time period prior to the effective date of the Contract. Fallon may postpone the effective date of the Contract if the Broker does not submit a fully completed Application prior to the proposed effective date of a Contract.

Neither the Broker, nor its officers, employees or Sub Agents, shall collect any application fees, deposits, or Premiums unless expressly authorized to do so, in writing, signed by an Officer of Fallon. Fallon shall bill individuals for any Premiums payable for their Coverage and pay Commissions to the Broker pursuant to the section of this Agreement entitled "Commission Payments", below, following receipt of such payment.

- F. Service Responsibilities. The Broker, its officers, employees and Sub Agents, shall cooperate with representatives of Fallon, upon reasonable request, to assist with the installation of coverage and provision of ongoing support services to Broker Accounts.
- G. Limitation of Authority. Neither the Broker nor its officers, employees and Sub Agents shall have authority to bind Fallon to provide Coverage, alter Fallon's established Premiums, or modify the terms, conditions, limitations or exclusions of Fallon's Medicare Product Coverage, without the prior express written consent of an Officer of Fallon. Fallon shall have the sole discretionary authority to either accept or reject an Application and to establish the terms and conditions upon which it will offer Coverage to any prospective individuals consistent with CMS Medicare Part C and Part D program requirements. This Agreement shall not grant the Broker an exclusive or preferential right to represent Fallon, or solicit individuals in a geographical area or to solicit any specified individual or category of individuals, except as otherwise specifically provided in this Agreement or an Addendum.
- H. Notice of Complaint. Legal Action or Other Potential Compliance Problems. The Broker shall immediately notify Fallon of receipt of any customer complaint or if Broker is served any paper or has knowledge of any legal or administrative action, investigation or proceeding against Fallon or which involves Fallon, and the Broker shall require its officers, employees and Sub Agents to immediately notify it of same.

The Broker shall also immediately notify Fallon if Broker learns of any compliance problems including but not limited to: marketing violations or breaches in data security relating to its responsibilities under this Agreement and shall contractually pass this responsibility on to its officers, employees and Sub Agents.

- I. Monitor Compliance. Broker shall use best efforts to monitor its officers', employees' and Sub Agents' compliance with the state and federal requirements described herein with respect to their efforts made under this Agreement.

Fallon Duties and Performance Obligations

- A. Medicare Products. Fallon shall provide the Broker with information about the Medicare Products individual and group offerings available under the Fallon brand. Fallon shall provide underwriting, fulfillment, billing, claims processing, adjudication and customer service.
- B. Establish Compliance Expectations and Monitor Broker's Adherence to These Expectations. Fallon shall facilitate Annual Broker Training regarding compliance expectations related to the handling of Fallon's Medicare Products. Fallon shall monitor Broker's performance and take corrective action up to and including termination of this Agreement for non-compliance with laws, regulations or other requirements related to the marketing and delivery of the Medicare Products.

- C. Rights Reserved By Fallon. Fallon specifically reserves the right, without the approval of the Broker:
1. To cease doing business, or discontinue or withdraw from sale any Fallon product anywhere in the Commonwealth of Massachusetts consistent with applicable state or federal regulations.
 2. To modify, change, or amend any certificate, contract or premium rate issued in conjunction with any of its products consistent with applicable state or federal regulations.
 3. To determine all terms, conditions or limitations of any certificate or contract issued in conjunction with any of its products and to modify or change the terms under which any product may be sold, except as otherwise provided in this Agreement consistent with applicable state or federal regulations.

Books, Records and Monitoring

- A. Maintenance. The Broker shall maintain complete and accurate business records concerning activities pursuant to this Agreement, consistent with CMS guidelines and appropriate retention schedules and shall require such compliance of its Sub Agents working under this Agreement.

Fallon, the Department of Health & Human Services (HHS), the Comptroller General, or their designees, have the right to audit, evaluate and inspect any pertinent information for any particular period of the Agreement, including, but not limited to, any books, contracts, computer or other electronic systems of the Broker or its Sub Agents, through 10 years from the final date of the contract period or the completion of any audit, whichever is later.

This section shall survive the termination of this Agreement.

- B. Record Ownership. In the event this Agreement is terminated, the Broker's records shall remain the property of the Broker and left in the Broker's undisputed possession. In the event this Agreement is terminated, then Fallon may continue to service Fallon customers directly.
- C. Purchasers. Individuals who purchase a Fallon offering from a Broker are neither the property of Fallon nor the property of the Broker. If an individual purchases a Fallon offering, the Broker will be considered to be the agent of such individual for that particular transaction, and the individual shall be a policyholder of Fallon. This Agreement shall not prohibit either the Broker or Fallon from soliciting said individual for other products. The fact that the Broker may have offerings from other carriers shall not be considered to be "solicitation" by the Broker.
- D. Monitoring. The Broker understands that Fallon shall monitor Brokers adherences to the compliance requirements related to the Medicare Products and any required periodic reports or evaluations of the Broker's performance as it relates to the products.
- E. Access to Books and Records. Broker agrees that as it relates to Fallon's Medicare Products, CMS and its agents shall have audit evaluation or review rights related to any materials or activities generated in support of these Medicare Products which remain in the Broker's possession.

Commission Payments

- A. Commissions. Fallon shall bill and collect all Premiums. Neither the Broker nor its Sub Agents shall, under any circumstances, bill, charge or collect Premiums, or any other charges from Members, unless expressly authorized in writing to do so by an Officer of Fallon. Commissions shall be payable to the Broker as outlined in Addendum A. Commissions shall not be due or payable pursuant to this Agreement, until Fallon has received and accepted the Premium payment from a Member pursuant to the individual Contract. Commissions payable by Fallon shall be subject to adjustment in accordance with subsection C, below.

In order to be qualified for Broker compensation, the Broker is required to supply the following documents: Completed W-9 form, a copy of current Massachusetts resident broker's license/producer license, and this signed Agreement. Agents representing employer groups must also provide a Broker of Record letter from the employer group, with effective date of Broker of Record designation, the Broker name(s) (and any splits in commission among multiple Brokers) signed by an officer of the account.

Members will not be held liable for payment of any fees or commissions due to Broker or Broker's Sub Agents that are the legal obligation of Fallon.

Fallon will not pay broker commissions on a retroactive basis beyond a period of 12 months.

- B. Payment of Commissions. Commissions payable pursuant to this Agreement shall be calculated and paid in accordance with the applicable Addendum, within forty-five (45) days after Fallon accepts payment of the Premium from a Member.
- C. Adjustment of Commissions. Fallon shall adjust the Commissions payable to the Broker to reflect any retroactive adjustment of the Premium paid by Broker Accounts in accordance with the terms of their Contract. Fallon may deduct the amount of any refund of Premiums or other indebtedness owed to Fallon pursuant to this Agreement from future Commissions payable to the Broker by Fallon, as a first lien against such payments to the Broker.

Fallon may require the Broker to repay the amount of the indebtedness, upon reasonable notice, as an alternative to offsetting the outstanding indebtedness against future Commission payments to the Broker.

Fallon may modify the premium structure with a replacement Commission Addendum, upon providing the Broker sixty (60) days advance written notice of the modification.

Marketing, Advertising and Publicity

- A. In General. Fallon and the Broker shall mutually agree on any Fallon Medicare Products offerings portfolio which the Broker markets.
 - 1. The Broker will be responsible for all advertising and marketing content and materials that are for the express purpose of marketing and/or advertising the Broker ("generic materials").
 - 2. Advertising and marketing materials that make specific references to Fallon offerings will not be used without the prior written consent of Fallon.
 - 3. Such materials shall not violate Fallon's guidelines regarding branding or health insurance market conduct or CMS marketing guidelines.
 - 4. All material, generic and specific, will be fully compliant with all Department of Insurance and other regulatory authority rules and regulations regarding the advertising and marketing of insurance products, via the Internet or in general.
 - 5. The Broker is responsible for adhering to applicable federal and other health laws related to Broker's activities involving Medicare Products including CMS' Marketing Guidelines and other CMS policies.
- B. Announcements or Press Releases. Except as may be required by law, neither party hereto shall, without the prior consent of the other, which consent shall not be unreasonably withheld or delayed, make any public announcement or issue any press release with respect to this Agreement. Prior to making any public

disclosures required by applicable law, the disclosing party shall consult with the other to the extent feasible, as to the content and timing of such public announcement or press release.

Confidentiality, Proprietary Information, and Technology

- A. Nondisclosure. The Broker acknowledges that Fallon may furnish information identified as trade secret, proprietary or confidential information ("Confidential Information") to Broker during the term of this Agreement. The Broker agrees that Broker shall not disclose such Confidential Information to third parties without the written consent of an Officer of Fallon. The Broker agrees to promptly return all originals and copies of such Confidential Information to Fallon upon request or upon the termination of this Agreement. Both parties recognize that certain technologies, innovations, and processes may be considered as proprietary trade secrets and agree to make no disclosures of these technologies, innovations or processes except as required by applicable Laws, regulations, or pursuant to a court order.
- B. Exceptions. It is understood and agreed between the parties that Confidential Information does not include or encompass information which is generally available to the public other than as a result of breach of this Agreement, nor does it include either of the following: information disclosed pursuant to a court or governmental order; or information required to be disclosed pursuant to applicable Laws.
- C. Use. The Broker shall only utilize Confidential Information as necessary or appropriate to perform duties pursuant to this Agreement. The Broker shall not otherwise utilize such Confidential Information for Broker's benefit or the benefit of any third party. The Broker may disclose Confidential Information to its Sub Agents, officers, employees as necessary to permit the Broker to perform duties pursuant to this Agreement, but only after informing those Representatives of their obligation to maintain the confidentiality of such Confidential Information. The Broker shall be responsible if its Representatives breach this section of the Agreement.
- D. Disclosure to Third Parties. The Broker may disclose Confidential Information to third parties only with Fallon's written consent or if compelled to do so by a subpoena, court order or other legally binding order, but only after providing Fallon with notice of an opportunity to challenge such efforts to compel disclosure of that Confidential Information. This non-disclosure obligation shall not be applicable to any Confidential Information that is or becomes publicly available other than as a result of the Broker's breach of this non-disclosure obligation.
- E. Damages. Broker acknowledges that any actual or threatened violation of this section may cause irreparable damages to Fallon that are inadequately compensable by damages or other legal remedies. In the event of any such breach or threatened breach of this section, Fallon may seek and obtain injunctive relief, specific performance, or any other equitable remedies available to it.
- F. Joint Technologies. Each party may elect, by a separate Attachment, to license technologies, innovations, or processes for use by the other. Technologies, innovations, or processes developed by either party during the course of this Agreement for use in the sale of products offered through this Agreement shall be considered as joint property of the parties and may not be disclosed to or licensed for use by any third party without the express written consent of both Fallon and the Broker.
- G. Health Insurance Portability and Accountability Act ("HIPAA"). Broker agrees to comply with applicable provisions of the Health Insurance Portability and Accountability Act ("HIPAA"), including the HIPAA privacy regulation, 45 CFR 160 – 164 and the Business Associate Addendum of this Agreement (the "Business Associate Addendum" or "Addendum B") and agrees to contractually require its officers, employees and Sub Agents to comply with these same provisions with respect to activities under this Agreement. The Business Associate Addendum shall supersede this subsection if it is determined that there is a conflict between the Business Associate Addendum and any provision of this section.

The Business Associate Addendum shall survive the termination of this Agreement.

H. Survival. This section shall survive the termination of this Agreement.

Termination

- A. This Agreement may be terminated:
1. immediately upon written notice if either party loses any license which is required to perform duties pursuant to this Agreement or an Addendum, or becomes insolvent, or is charged with an act of moral turpitude;
 2. immediately if based upon CMS guidelines or direction, Broker is unable to continue marketing Fallon's Medicare Products;
 3. upon thirty (30) days advance written notice if either party otherwise breaches this Agreement and does not cure that breach within thirty (30) days of being notified of such alleged breach by the nonbreaching party; or
 4. without cause upon sixty (60) days advance written notice to the other party.
- B. Upon the termination of this Agreement, the Commissions payable to the Broker shall be limited to the Commissions payable on Premiums that:
1. have been paid; or
 2. are owed prior to termination and subsequently paid to Fallon.
- C. The parties agree to cooperate in good faith to promptly resolve any outstanding administrative or payment issues following the termination of this Agreement.
- D. The parties acknowledge that they each have a valuable interest in their relationship with Broker Accounts and Members. Fallon reserves the right to solicit Broker Accounts and Members to continue coverage after termination of this Agreement.
- E. This Agreement may also be terminated immediately and at any time if:
1. While the Broker is conducting business on Fallon's behalf, either party fails to comply with the Laws or regulations governing the insurance business in Massachusetts or federal requirements related to Medicare Products;
 2. The Broker, its officers, employees or Sub Agents?) make false or misleading statements about Fallon or Medicare Products;;
 3. If the Broker fails to remit Fallon funds to Fallon or subjects Fallon to any liability (except for that incurred by Fallon under a properly issued policy or contract) or commits any fraud hereunder.

Termination pursuant to subsections E 1-4 voids any obligation by Fallon to provide future compensation under the terms of this Agreement.

F. Upon termination of this Agreement without cause, any compensation due to Agent as set forth on the Agent Compensation Schedule in effect as of the effective termination date of this Agreement shall be vested in Agent and payable to Agent by the Company regardless of whether this Agreement is still in force at the time such compensation become due for as long as each such applicable Member remains enrolled in the Product with the Company and premiums continue to be paid by CMS and the Member, as applicable, and for MA plans, provided that Agent, (and for applications written by Representatives, provided that Agent and Representative) remain licensed, appointed and certified by the Company as having completed the training and testing required by the Company for each renewal year.

Independent Contractor Relationship

- A. No Employer-Employee Relationship. The Broker, its officers, employees and Sub Agents are independent contractors of Fallon. This Agreement shall not be construed to create an employer-employee or joint venture relationship among those parties.
- B. Insurance Coverage. The Broker shall obtain and maintain all insurance coverage, including but not limited to errors and omissions, workers' compensation and comprehensive general liability coverage, in amounts that are reasonably acceptable to Fallon, and that are necessary or appropriate to insure the Broker against liability or to comply with applicable Laws. Broker shall supply a copy of the declaration page of their E&O policy showing coverage of at least \$1,000,000 when first contracting with Fallon, and also upon request. The Broker agrees to submit evidence of other coverage to Fallon upon request.
- C. Wages, Benefits and Other Costs. The Broker shall be responsible for paying all wages, benefits, license fees and taxes for itself, its officers and employees related to the provision of services to Fallon pursuant to this Agreement. Nothing in this Agreement renders Fallon responsible for payment of wages, benefits, license fees or taxes for Broker, its officers, employees, or Sub Agents.
- D. No Liability for Acts of Other Party. Neither party shall have imputed, constructive or vicarious liability for any loss or expense, including attorneys' fees, incurred in the settlement or satisfaction of any claim, action or judgment proximately resulting from any action or failure to act by the other party, its directors, officers, employees, agents or contractors. The responsible party shall indemnify and hold the other party harmless against any and all vicarious losses or expenses related to such claims, actions or judgments; provided the indemnifying party has received timely notice of and been given the opportunity to defend against such actions.

Broker may be liable to Fallon for fines and or penalties caused by its non-compliance with requirements related to the Medicare Products.

- E. Survival. This section shall survive the termination of this Agreement.

Miscellaneous

- A. Term of Agreement: The initial term of this Agreement is one (1) year from the date as of which this Agreement is executed. This Agreement shall automatically renew at the end of the initial term and continue in effect from year to year thereafter until terminated.
- B. Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- C. Entire Agreement. This Agreement and its Addenda incorporated by reference represent the entire Agreement between the parties related to its subject matter. All prior agreements, negotiations, understandings, conversations, and communications, if any, that relate to the sale of Medicare Products by the Broker on behalf of Fallon are merged into this Agreement and shall be of no force and effect other than as expressly set forth in this Agreement.
- D. Severability. The provisions of this Agreement are severable. If any provision or part of this Agreement is held by any court or other official body of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions or parts hereof shall continue to be given effect and shall bind the parties hereto unless the unenforceability or illegality has the consequence of substantially altering the respective rights and obligations of the parties.
- E. Governing Law. This Agreement shall be governed by and construed in accordance with applicable Massachusetts Laws.

- F. Execution in Counterparts. This Agreement may be executed by the parties hereto signing the same instrument, or by each party hereto signing a separate counterpart, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The parties agree that documents executed by facsimile shall be acceptable in this transaction, and the signatures thereof shall have the same force and effect as original signatures.
- G. Amendments. This Agreement may only be amended with the prior written consent of the parties.
- H. Captions. The captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such paragraph(s).
- I. Construction. This Agreement shall be constructed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party but shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.
- J. Assignment. The Broker shall not assign rights or delegate obligations pursuant to this Agreement to a third party without the prior written consent of Fallon.
- K. Notices. Any notice required pursuant to the terms of this Agreement shall either be hand delivered or given in writing, sent by certified or overnight mail, return receipt requested, to the address listed on the signature page of this Agreement or such other address as a party may designate, in writing, during the term of this Agreement.
- L. Other Acceptable Forms of this Document. The following shall have the same legal effect as an original: facsimile copy, imaged copy, scanned copy, and/or an electronic version.
- M. Signature. A scanned, imaged, electronic, photocopy or stamp of the signatures hereunder shall have the same force and effect as an originally executed signature.

In Witness Where of, the parties have executed this Agreement intending to be bound on and after the _____ day of _____, _____ (to be completed by Fallon)

Fallon Community Health Plan, Inc. By: _____ Printed _____ Name: _____ Title: _____ Tax I.D. #: _____ 10 Chestnut Street, Worcester, MA 01608 1-888-746-4823	Broker By: _____ Printed Name: _____ Title: _____ Company Name: _____ SS/Tax I.D. #: _____ Address: _____ Telephone: _____
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EXHIBIT A



Compensation Program

1.) 2017 Medicare Advantage Compensation Schedule

Medicare Advantage	
Year 1	Upon Renewal
\$443 PS	\$222 PS

Reference: CMS May 27, 2016- This memorandum provides the updated agent and broker compensation limits for Contract Year (CY) 2017 and information regarding submitting compensation amounts to the Centers for Medicare & Medicaid Services (CMS) through the Health Plan Management System (HPMS). Additionally, this memorandum provides requirements for Medicare Advantage organizations, Prescription Drug Plan sponsors, and Section 1876 Cost Plans (herein after “organizations”) to use in developing their curricula for training and testing agents and brokers for CY 2017.

Compensation Rate Adjustment for CY 2017

As provided in 42 C.F.R. §§422.2274(b)(1) and 423.2274(b), the compensation amount paid to an independent agent or broker for an enrollment must be at or below the fair market value (FMV) cut-off amounts published yearly by CMS.

2.) Rapid Disenrollment

Compensation reports produced by FCHP will be audited quarterly for Fallon Senior Plan Rapid Disenrollments (members who enroll with FCHP and subsequently disenroll within 90 days after the enrollment date) in accordance with CMS requirements. Payments will be reduced by the designated rate per enrollment to offset Rapid Disenrollments incurred.

3.) Correction of Errors

Correction of errors is limited to 180 calendar days

4.) Changes to Rate Schedules

FCHP initiated changes to rate schedules are allowed with at least 30 days prior written notice.

5.) Eligible Plans and Geographies

Agent is hereby appointed to represent Fallon in soliciting applications for Medicare products, as provided for in the exhibit below:

Fallon Senior Plan HMO plans	Worcester County and portion of Franklin County	Hampden and Hampshire County	Essex, Suffolk Counties	Middlesex, Norfolk, Bristol, Plymouth counties	Barnstable County
Fallon Senior Plan Super Saver Rx HMO	Y	Y	Y	Y	Y
Fallon Senior Plan Saver HMO	Y	Y	Y	Y	Y
Fallon Senior Plan Saver Enhanced Rx HMO	—	Y	Y	Y	Y
Fallon Senior Plan Saver Enhanced Rx HMO-POS	Y	—	—	—	—
Fallon Senior Plan Standard HMO	Y	—	—	—	—
Fallon Senior Plan Standard Enhanced Rx HMO	Y	—	—	—	—
Fallon Senior Plan Plus Enhanced Rx HMO	Y	-	Y	Y	Y
Fallon Senior Plan Plus Enhanced Rx HMO-POS		Y			

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following persons must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Fallon Community Health Plan Broker Direct Deposit Application

Registered Representative Information – Please print or type all information

Application must be completed throughout by an authorized officer of the agency.

I would like to:

Elect direct deposit Change direct deposit information Cancel direct deposit

Payee name/firm: _____ Agency ID#: _____

Phone: _____ E-mail: _____

Business address: _____

City: _____ State: _____ ZIP: _____

I (we) _____, authorize Fallon Community Health Plan (FCHP) to electronically credit my/our account
Broker/Broker agency name

(and, if necessary, to electronically debit my (our) account to correct erroneous credits). I (we) agree that FCHP transactions I (we) authorize comply with all applicable laws.

Bank account information

Account holder name: _____

Bank name _____ City, State ZIP: _____

Routing number (ABA): _____
9-Digit bank ID number

Account number (DDA) _____

I (we) understand that this authorization will remain in full force and effect until I (we) notify FCHP in writing that I (we) wish to revoke this authorization. I (we) understand that FCHP requires at least two weeks prior notice in order to cancel this authorization.

Name(s): _____
(Please print)

Date: _____ Signature(s): _____

By the signature(s) set forth herein, I/we hereby authorize Fallon Community Health Plan, Inc. ("FCHP") to deposit my/our compensation payments directly to the individual/corporate account at the Depository set forth herein. I/we hereby authorize the Depository to accept such deposits and post them to my/our individual/corporate account. This authorization will remain in full force and effect until FCHP has received written notification of its termination in such time and manner as to afford FCHP and my/our Depository a reasonable opportunity to act on it. THIS AUTHORIZATION MAY BE REVOKED ONLY BY NOTIFYING FCHP IN THE MANNER SPECIFIED IN THIS AUTHORIZATION FORM. Furthermore, FCHP has the authority to discontinue the direct deposit service with a 30-day advance notice of such termination.

FCHP shall be entitled to rely upon all Depository information provided on this form (e.g., Depository name, Depository account number, etc.) for as long as this arrangement remains in effect, and FCHP shall incur no liability or loss whatsoever as a result of relying on any such information. FCHP shall not be required to verify the accuracy of any Depository information (including but not limited to the name on the Depository account) and may rely solely on the Depository account number even if the number identifies a person other than me/us. I/we understand that FCHP's liability under the commission schedule/producer agreement is fully satisfied by virtue of the direct deposit made, and FCHP is not responsible if someone withdraws such funds. If necessary, FCHP or its affiliates may process withdrawal adjustments to this account in the event of overpayment.

If for any reason the Depository information changes, it is agreed that it is the sole responsibility of the account holder(s) to give written notice to inform FCHP as soon as possible of any change, but not less than ten (10) business days prior to the effective date of such change. When changing Depository accounts, it is understood that the current account will be left open until the initial deposit is made into the new account.

Submit completed broker direct deposit application to:

E-mail: AccountsPayable@fchp.org

Mail: Manager of Accounts Payable
2nd floor
Fallon Community Health Plan
One Chestnut Place
10 Chestnut St.
Worcester, MA 01608

