

Garity Advantage

Insurance Marketing Agencies



CT Agent Contracting Checklist

Step 1: Complete and Sign the Following Items

1. **Producer Appointment Data Sheet**
 - a. (3 pages plus written explanation to all "Yes" answers to Section 10. Business Practices)
2. **Medicare Advantage / Part D Regulatory Exhibit** (Signature Page)
3. **Agent Agreement** (Top Signature page)
4. **Amendment Number One to Agent Agreement** (Signature Page)
5. **ASSIGNMENT OF COMMISSION FORM**

NOTE: Anthem commissions will be payable through Garity Advantage at the maximum rate allowed by CMS.

6. **CT Agent Appointment Fee Form**
\$100 Appointment Fee (CT) – Required if you are not currently appointed with Anthem in CT.

Make Check Payable to: Garity Associates

Provide a PHOTO Copy with your faxed or emailed contracting.

Mail the actual check to: Garity Associates, P.O. Box 8, Accord, MA 02018

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

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

Step 2: Provide copies and meet the following requirements:

7. **State Insurance License**-photocopy: Resident State License & CT License
8. **Proof of Errors & Omissions Coverage**
9. You must not be listed 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

Producer Appointment Data Sheet



SECTION 1: FORM PURPOSE

New appointment Change Selling Medicare plans? Yes No

SECTION 2: PRODUCER INFORMATION

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

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

Personal email address Business email address*

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

Previous first name	Previous middle name	Previous last name

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

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

SECTION 3: APPOINTMENT INFORMATION

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

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

Agency/corporation name Tax ID no.

SECTION 5: COMMISSION HIERARCHY – If applicable

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

Privacy Policy: Your privacy is important to us. We do not sell or share any personal information contained in this document with any third parties, with exception of providing information to state or government agencies for the express use of obtaining licenses or licensing information. We reserve the right to disclose your personally identifiable information as required by law and/or to comply with a judicial proceeding, court order, or legal process served on our company. We shall not be held responsible for any personal information obtained illegally by a third party via fax, e-mail, or other online transmittal.

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

SECTION 6: PREVIOUS ADDRESS

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

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

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

SECTION 7: EMPLOYMENT HISTORY

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

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

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

SECTION 8: LICENSE INFORMATION –

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

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

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

Policy amount	Policy no.	Policy carrier	Effective date	Expiration date

SECTION 10: BUSINESS PRACTICES

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

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

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

SECTION 12: AUTHORIZATION – Signature required

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

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

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

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

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

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

For Maine Applicants Only

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

For New York Applicants Only

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

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

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

Attachment 1

Medicare Advantage and Medicare Part D Regulatory Exhibit

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

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

Anthem Blue Cross and Blue Shield is the trade name of: In Colorado: 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 Nevada: Rocky Mountain Hospital and Medical Service, Inc. In New Hampshire: Anthem Health Plans of New Hampshire, Inc. In Ohio: Community Insurance Company. In Virginia (serving 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”) underwrites or administers the PPO and indemnity policies; Compcare Health Services Insurance Corporation (“Compcare”) underwrites or administers the HMO policies; and Compcare and BCBSWi collectively 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.

Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)

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

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

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Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)

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

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

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

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

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Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)

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

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

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Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)

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

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Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)

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

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Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)

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

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Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)

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

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

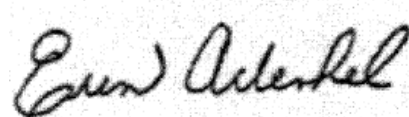
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Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)

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

Anthem Insurance Companies, Inc.

By (Agent Signature) & Date



Title/Organization

Erin Ackenheil
Vice President Sales
Senior Business

Agent Name (Please print)

Agent Writing # (Tax ID#)

Agency tax ID# (if appl)

Social Security #

Business Address (Street, City, State, Zip)

Email Address

Agent Phone #

Agent Fax #

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AGENT AGREEMENT

AGENT:

CONTRACT DATE:

As of the effective date stated hereon, and in consideration of the mutual covenants and promises contained herein, Anthem Health Plans, Inc., doing business as Anthem Blue Cross and Blue Shield, (the "Company") hereby appoints the Agent, duly licensed by the State of Connecticut Department of Insurance as an insurance agent, to offer the insurance policies and products of the Company to his clients within the State of Connecticut, with powers, liabilities and duties as set forth in this Agreement, and the Agent accepts this appointment subject to all conditions stated herein.

The parties hereto have executed this Agreement on or as of the Contract Date.

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

Agent: _____

Please print

By: _____

James Augur, Vice President,
Sales

Signature

Date signed

Date signed

1. AUTHORITY

Subject to all applicable rules and regulations of the Company now in existence or hereinafter developed, the Agent shall have the right to offer to his clients insurance policies and products of the Company. The Agent represents and warrants that s/he is, and shall remain at all times during the term of this Agreement, duly licensed and authorized under the law, statutes and regulations of the State of Connecticut and any other relevant federal, state and local laws, statutes and regulations to perform and conduct the services called for in this Agreement. The agent shall notify the Company immediately if any license or authorization necessary for the Agent's performance under this Agreement is terminated, suspended, lapses, or otherwise is not in full force and effect. In performing under this Agreement, the Agent represents and warrants that s/he shall commit no illegal, unfair or deceptive act or practice or engage in any unfair method of competition. The Agent shall promptly forward any applications for insurance to the company within one (1) business day of the Agent's receipt of such applications, shall transmit all collections for insurance policies or products that may come into his possession immediately to the Company, and shall take no action inconsistent with the good and continued business relations between the Company and its insureds. The Agent shall abide by all limitations on his authority expressed herein and shall be strictly liable for any costs, expenses or damages relating to actions taken by or on behalf of the Agent in excess of his authority granted hereunder.

2. LIMITATIONS ON AUTHORITY

The agent has no authority on behalf of the Company to:

- a. Make, alter or discharge any contract, it being expressly understood by the parties that none of the terms of this Agreement create any express or implied right or authority on behalf of the Agent to bind the Company;
- b. Incur any indebtedness, create any liability, or expend or contract for the expenditure of the funds of the Company, except as specifically authorized in writing;
- c. Extend the time for payment of any premiums, bind the Company to the reinstatement of any terminated policy or accept notes for payment of premiums;
- d. Waive or modify any terms, conditions or limitations of any policy;
- e. Adjust or settle any claim or commit the Company with respect to any claim except as specifically directed by the Company in writing;
- f. Print, publish, issue, circulate, or use advertisement, proposal, or similar matter unless it has been approved by the Company in writing;
- g. Exercise or purport to exercise any authority on behalf of the Company other than as expressly conferred by this Agreement;
- h. Initiate legal proceedings in connection with any matter pertaining to the company's business without prior consent from an officer of the Company;
- i. Deliver any policies of insurance. No case, individual or group shall be accepted for insurance by the Company, and the Company shall bear no liability for such cases, individuals or groups, until (i) the company shall have completed its review of all matters pertaining to such insurance, (ii) the Company shall have formally accepted the case, individual or group for insurance by and through an authorized officer of the Company, and (iii) all proper documentation for such insurance shall have been completed and provided to the Company by or on behalf of such case, individual or group;
- j. Offer any advice or consultation or render opinions or information on behalf of the Company on any matter whatsoever, including, without limitation, regulatory, taxation, and investment issues pertaining to insurance or warranties or assurances as to the products and policies of the Company;

- k. Render an opinion or information, take any action in connection with, or in any way become involved with or interfere with the provision by the Company of medical, hospital, and other health care related services or benefits;
- l. Otherwise bind or commit the Company in any way.

3. COMPENSATION

The Company shall pay the Agent as sole, exclusive and full compensation the applicable commissions due on premiums paid to the Company with respect to policies issued by the Company upon applications obtained through the Agent, pursuant to the attached Schedule of Commissions which is hereinafter incorporated into and under a part of this Agreement. The parties acknowledge that the Schedule of Commissions may be amended from time to time in the discretion of the Company, and upon written notice to Agent.

The parties may agree to modify the attached Schedule of Commissions with respect to a particular insurance policy by executing a Single Case Agreement. Moreover, the Company reserves the right to change rates of commissions on specific policy forms and to determine rates of commissions on new policy forms by written notice to the Agent. Premiums for any year shall be defined and calculated as the total premiums due and paid to the Company and allocated for commissionable insurance in force during such policy year.

The allowance of commissions shall be governed by the rules and practices of the Company, including, but not limited to, the following:

- a. Commissions will be paid on new business (a sale of a group that was not an enrolled group during the prior six (6) months, renewals of new business, certain lines of business additions to existing business, non-group direct pay policies, and group Medicare risk policies.
- b. No commissions will be paid on Connecticut extension law contracts or COBRA extension law contracts.
- c. No commissions will be paid on direct pay policies, if issued as a result of conversion from group insurance.
- d. No commissions will be paid until the Company is in receipt of a signed Agent Agreement and an Agent of Record letter covering a group. If the original group application has been signed by the Agent, the Company may, in its discretion, pay a commission to the Agent without a signed Agent of Record letter. The Agent of Record letter must be signed by an officer of the insured group on letterhead of the group, all to the satisfaction of the Company.

Commissions will be payable in the month following the Company's allocation of premium and the Company's receipt of all proper documentation pertaining to the group's insurance and the Agent's status as the Agent of Record, and will remain payable for the period during which this Agent Agreement shall continue to remain in full force and effect, is recognized by the group as the servicing agent and appointed by the Company, the agent remains duly licensed in the State of Connecticut, and the group is an enrolled group with the Company.

Commissions will cease on the first of month following the month in which any one of the foregoing events is no longer applicable.

The Company shall have the right to withhold commissions pending resolution of any questions pertaining to insurance for any group or case or pertaining to the acts or omissions of the Agent. If premiums are refunded for any reason, the Agent shall promptly refund all commissions received on account of such premiums. The Agent shall remit commissions determined by the Company to have been paid in error within thirty (30) days of the

date notice of such determination is mailed by the Company. Any debt or liability of the Agent, including overpayments by the Company, may be set-off against sums otherwise due or becoming due the Agent by the Company under this or any other agreement or understanding between the parties. In particular, the Company shall have the right to set-off commissions deemed by the Company to have been paid to the agent in error against any future payments to be made by the Company to the Agent hereunder or under any other agreement or understanding between the parties. No interest shall be computed or paid to the Agent on Commissions payable by the Company to the Agent.

The Company shall neither be bound by nor honor assignments of commissions by Agent or any other person or entity. The Company strictly prohibits the assignment of commissions payable to the Agent by the Company to any other person or entity.

The Agent may not charge service fees in connection with any insurance policy or product or insured of the Company other than with the express written consent of the Company. Such service fees shall be strictly limited in accordance with all applicable laws and may be limited or prohibited by the Company in its sole discretion.

4. INSURANCE AND SURETY

It shall be the responsibility of the Agent to:

- a. Secure adequate insurance coverage for Errors and Omissions;
- b. Provide, upon written request, proof of such coverage to the Company; and
- c. Notify the Company thirty (30) days in advance of any change in or termination of such coverage. All such insurance shall be of a type, scope, amount and carrier acceptable to the Company in its sole discretion.

The Company reserves the right to require that the Agent provide a surety bond in favor of the Company. The surety bond shall be written by a surety company authorized to do business in the State of Connecticut and acceptable to the Company in its sole discretion and shall cover every person who shall act on behalf of the Agent hereunder in an amount at least equal to the lesser of annualized health and accident premium production as calculated by the Company or one million dollars (\$1,000,000.00), and must provide protection against loss by reason of acts of fraud or dishonesty on the part of such persons, directly or through connivance with others. The bond also must provide for notification to, and approval by, the Company of any changes, amendments or terminations of coverage. A copy of the bond shall be filed with the Company.

5. LITIGATION

The Agent shall not litigate or participate in any litigation regarding any controversy with any applicant for insurance or any of the Company's groups, policyholders or other agents or any other matter involving the Company without the Company's written consent. In the event of such litigation, the entire expense and damages shall be borne by the Agent. If any legal action is brought against the Company and/or the Agent for any reason, including any alleged act or omission in connection with the Agent's activities hereunder, or any other activities in connection with the Company, the Agent shall immediately notify the Company in writing. Further, the agent agrees that he will not provide advice, counsel, or otherwise cooperate with, or assist any person or entity with any claims or potential claims against the Company, unless compelled to do so by force of law, nor will he voluntarily participate as a party or witness or voluntarily attempt to offer into evidence against the Company any act or omission by or of the Company.

6. INDEMNIFICATION

The Agent shall defend, hold harmless and indemnify the Company against any and all claims, liabilities, costs, including, without limitation, costs of litigation and attorneys' fees, damages or judgments asserted against, imposed upon or incurred by the Company which may arise out of the acts or actions taken by or on behalf of the Agent relating to this Agreement, or the misrepresentation, malpractice, negligence, or unauthorized acts of the Agent or the Agent's employees. The Agent shall transact Company business strictly in accordance with all applicable laws, statutes and regulations and this Agreement, including, without limitation, those portions of the Connecticut General Statutes pertaining to insurance agents and solicitation of insurance and the Connecticut Insurance Information and Privacy Protection Act. In relation to this commercial transaction between the parties and consistent with Agent's indemnification commitments herein, the Agent hereby expressly waives his right to notice and hearing pursuant to Sections 52-278a to 52-278g of the Connecticut General Statutes and agrees that the Company may seek prejudgment remedies without securing a court order.

7. SETTLEMENT WITH COMPANY

The Agent shall immediately forward to the Company any payment or deposit taken with an application from a prospective insured, prospective policyholder, or prospective group. All monies received by the Agent pertaining to insurance and relating to this Agreement shall be securely held as a trust for the benefit of the Company and shall not be used for any purpose whatsoever but to pay them immediately to the Company. Funds so accepted shall be payable to the Company. The Company will accept no third party checks. Funds drawn on the account of the prospective insured, prospective policyholder or prospective group must accompany any application for insurance to the Company. The Agent shall advise all applicants of the foregoing requirements and the fact that no insurance by the Company shall be established until the Company itself formally accepts an application for insurance.

8. RECORDS AND AUDIT

- a. The Agent agrees that the Company and its designated agents and representatives shall have the right to conduct audits to verify commissions payable, insurance coverage in force and any other matters pertaining to this Agreement.
- b. The Agent agrees to cooperate with the Company in maintaining and providing financial and administrative materials, and other records that may be requested by the Company. Such materials and records shall also be made available to the Company for inspection and copying.
- c. The Company may take any action or actions, separately or in combination, as the Company, in its sole discretion, determines to be warranted in relation to the requirements of this Agreement by the result of any audit, including, but not limited to: consultation with the Agent; reaudit; the withholding of payments to Agent; demand for the immediate payment of all sums determined to be owed to it by the Agent and the institution of an action or actions to collect such sums; set-off of said amounts from any future payment(s); and/or the termination of this Agreement. Furthermore, the parties agree that the Company, in its sole discretion, may adjust any payment to be made hereunder by such amounts as may be required to correct earlier processing errors, overpayments, duplicate payments or other payment or processing discrepancies. It is expressly agreed by the Agent that the Company may disallow any claim, and may set-off the amount of reimbursement for said claim against future payments to the Agent, if the claim is not substantiated by the record-keeping practices required by this Agreement, regardless of whether or not the Company can substantiate the claim through other records or means.

9. TRADENAME/SERVICE MARKS

The Company reserves the right to, and control of the use of the words “Anthem Blue Cross and Blue Shield,” “BC&BS,” “blue cross” and “blue shield,” the Blue Cross & Blue Shield logo, the Blue Cross and Blue Shield service marks, and all symbols, trademarks and the service marks of the Company presently existing or hereafter established. The Agent agrees that s/he will not use such words, symbols, trademarks or service marks in advertising including, but not limited to, newspaper and telephone directory advertising, signs, promotional materials or otherwise, without the prior written consent of the Company, which consent may be withheld by the Company in its sole discretion. The Agent shall not employ any such service marks or trademarks or otherwise hold himself out as, or foster the impression that s/he is, a representative of the Company with any powers other than as expressly authorized herein.

10. ASSIGNMENT OF AGREEMENT

This Agreement, being intended to secure the service of the Agent, shall not be assigned, delegated or transferred without the prior written consent of the Company.

11. POLICY AND APPLICATION ACCEPTANCE, REJECTION, AND MODIFICATION

The Company, in its sole discretion, may reject or impose conditions on any application for insurance and may issue an amendment or endorsement on any policy issued by the Company. The Agent shall have no authority to accept an application or otherwise effect a policy of insurance. All policies of insurance shall be delivered directly by the Company to the insured.

12. NO REBATING

The Agent shall not pay or allow or offer to pay or allow any rebate of premiums directly or indirectly.

13. TERM AND TERMINATION

- a. This Agreement shall be effective as of the date first set forth above, shall continue in effect until terminated by either party, with or without cause, upon thirty (30) days’ written notice or unless otherwise terminated pursuant to Subsection 13(b), below.
- b. The Company may terminate this Agreement immediately without notice to the Agent in the event that: (i) the Agent breaches any provision of this Agreement, or (ii) the Agent misrepresents or omits any material fact to the Company. The Company may terminate the Agreement immediately without notice to the Agent in the event that the Agent ceases to be licensed or authorized to render services of the Agent called for in this Agreement.
- c. Termination shall have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination. Furthermore, the provisions of Sections 6, 8 and 9 of this Agreement shall survive any such termination.

14. NOTICES

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail, return receipt requested, to the parties at the respective addresses set forth on the last page hereof. Such notice shall be effective upon delivery to any branch of the United States Post Office, properly addressed and postage prepaid. Either party may change its address for notice purposes by giving written notice of such change to the other party in accordance with the terms of this Section 14.

15. ENFORCEABILITY; WAIVER

The validity, enforceability and interpretation of the provisions hereof shall be determined and governed by the laws of the State of Connecticut. The invalidity or unenforceability of any terms or provisions hereof shall in no way effect the validity or enforceability of any other terms or provisions hereof. The waiver by either party of a breach or violation of any provision of this Agreement in any particular instance shall not operate as, or be construed to be, a waiver of any other breach or violation hereof.

16. MODIFICATION

This Agreement constitutes the entire understanding of the parties hereto, and supersedes all other agreements, oral or otherwise, of the parties regarding the subject matter of this Agreement. No changes, amendments, alterations or waivers hereto shall be effective unless signed by both parties.

17. INDEPENDENT RELATIONSHIP

None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the Company and the Agent other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. None of the provisions of this Agreement are intended to create, nor shall be construed to create, an agency, partnership or joint venture relationship between the parties except as expressly provided herein. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employer, employee or representative of the other.

18. HEADINGS AND INTERPRETATION

The headings of the various Sections of this Agreement are inserted merely for the purpose of convenience and do not, expressly or by implication, limit, define or extend the specific terms of the Sections so designated. As used in this Agreement the plural of terms shall include the singular and vice versa. Masculine, feminine or neuter terms shall be deemed to refer to their masculine, feminine or neuter equivalents.

19. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

20. LIMITATION ON ACTIONS

Any and all claims between the Agent and the Company arising out of or relating to this Agreement, or the breach hereof, shall be brought to the courts of the State of Connecticut within three (3) years of the date the claim arose or be absolutely barred, unless either party can demonstrate to the other that there were reasonable grounds for failure to bring the claim within three (3) years, in which case the claim may be brought within six (6) years of the date the claim arose. The parties expressly consent to the personal jurisdiction of the Connecticut courts with respect to claims and disputes arising under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Anthem Blue Cross and Blue Shield
North Haven, CT 06473



Visit our Web site at anthem.com

In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc.,
an independent licensee of the Blue Cross and Blue Shield Association.
® Registered marks of the Blue Cross and Blue Shield Association.

Amendment Number One to Agent Agreement

This Amendment Number One to Agent Agreement dated as of December 15, 2005 amends that Agent Agreement between the undersigned Agent (the “Agent”) and Anthem Health Plans, Inc. d/b/a Anthem Blue Cross and Blue Shield (the “Company”) as follows:

1. Paragraph 14 is hereby stricken in its entirety and the following provision is inserted in lieu thereof:

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent personally via hand delivery, by facsimile or by U.S. Mail.

2. The Agent Agreement is hereby amended by adding the following terms as new Section 15. The remaining provisions of the Agent Agreement are hereby re-numbered to reflect this addition.

15. Medicare D Certification

The following provisions shall only apply to services provided by Agent to or for the Company’s 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 Agent Agreement and these Medicare Part D terms and conditions, the 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 Part D plans.

- a. **Federal Funds.** Consistent with, but not limited to, 42 C.F.R. 423.100, Agent acknowledges that payments Agent receives from the Company to provide services to Medicare Part D enrollees, are, in whole or part, from Federal funds. Therefore, Agent and any of its subcontractors may be subject to certain laws that are applicable to individuals and entities receiving Federal funds.
- b. **Confidential Information.** Agent 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. Agent agrees that, among other items of information, the identify of, and all other information regarding or relating to any of the Company’s customers is confidential. Agent agrees to treat such information as confidential and proprietary information of the Company, and all such information shall be used by Agent 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 excess written approval of the Company. During and after the term of this Agreement, Agent 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, Agent agrees to abide by all Federal and State laws regarding confidentiality and disclosure of Medicare Part D enrollee information. In addition, Agent agrees to abide by the confidentiality requirements established by the Company and CMS for the Medicare Part D program.

- c. Inspection of Books and Records.** In accordance with, but not limited to, 42 C.F.R. 423.505(i) Agent 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 Agent, or its subcontractors or transferees involving transactions related to the Company's 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, Agent agrees to make available Agent's premises, physical facilities and equipment, records relating to the Company's Medicare Part D enrollees, and any additional relevant information that CMS may require.
- d. Independent Status.** Agent 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 Agent 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), Agent agrees that if Agent enters into subcontracts to perform services under the terms of the Agreement, Agent's subcontractors shall included an agreement by the subcontractor to comply with all of the Agent's obligations in this 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), Agent 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 Part D marketing guidelines, and any requirements for CMS prior approval of materials. Further, Agent agrees that any services provided by the Agent or its subcontractors to the Company's Medicare Part D enrollees will be consistent with and will comply with the Company's 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 Agent upon request.
- h. Ineligible Persons.** Agent warrants and represents that at the time of entering into this Agreement and/or when providing services to or for the benefit of Part D members, neither he/she/it nor any of his/her/its employees, contractors, subcontractors or agents are ineligible persons identified on the General Services Administrations' List of Parties Excluded from Federal Programs (available through the internet at <http://www.arnet.gov/eplis>) and the HHS/OIG List of Excluded Individuals/Entities (available through the internet at <http://www.dhhs.gov/progorg/oig>). In the event Agent 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, Agent 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 Part D attachment.

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

- i. **Illegal Remunerations.** Agent 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 Agent 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 Agent may request to renegotiate such terms.
- k. **Oversight Responsibility.** Agent acknowledges that the Company shall oversee and monitor Agent'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. Agent further acknowledges that the Company shall oversee and is accountable to CMS for the functions and responsibilities described in the Medicare Part D regulatory standards and ultimately responsible to CMS for the performance of all services.
- l. **Revocation.** Agent agrees that the Company has the right to revoke this agreement if CMS or the Company determines that Agent 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 Agent 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 Agent bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a 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 Part D enrollee's Part D benefits.
- o. Agent 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. Agent warrants and represents that it is properly licensed, certified, and/or registered under applicable state laws to sell and/or market Part D products.
 - q. Agent is prohibited from employing discriminatory practices that preferentially enroll healthier beneficiaries, mislead beneficiaries or churn beneficiaries between Part D plans. Agent agrees to implement policies, procedures and monitoring activities that are consistent with this concepts noted in this provision.
 - r. Irrespective of any conflicting term or provision, the Company shall not pay Agent a Part D commission rate that is based upon the value of the Part D business generated for the Company (i.e., profitability of the book of business). Agent reimbursement for Part D business shall not be tied or linked to a beneficiary's health risk profile.
 - s. Consistent with CMS guidance, Agent agrees that the Company may withhold or withdraw payment if a 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.
3. **The Agent Agreement is hereby amended by adding the following terms as new Section 16. The remaining provisions of the Agent Agreement are hereby re-numbered to reflect this addition.**

16. Disclosure of Compensation

Agent agrees to fully disclose to his or her group clients, subscribers or applicants for insurance all reportable compensation Agent receives from the Company to the extent and in the manner consistent with applicable federal or state law, regulations and/or requirements regarding the disclosure of reportable compensation as required under any agreement with such group clients, subscribers, or applicants for insurance.

4. **The Agent Agreement is hereby amended by adding the following terms as new Section 17. The remaining provisions of the Agent Agreement are hereby re-numbered to reflect this addition.**

17. Requirement of a single case agreement

A single case agreement specified by the Company shall be required to evidence all commission arrangements that deviate from the standard schedule. If a single case agreement is not received prior to the effective date and renewal date of commissions, no commissions will be paid until such time that proper paperwork is received at the Company.

In the event, Agent fails to execute and deliver this amendment back to the Company within 30 days of the date first above written, the Agent shall be deemed to have consented to the terms of this amendment as if the Agent signed the amendment in writing.

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

AGENT _____

ANTHEM HEALTH PLANS, INC.

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

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

Garity Advantage

Insurance Marketing Agencies



CT Agent Appointment Fee Form

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

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

\$100 Appointment Fee (CT) –

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

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

Mail the actual check to: Garity Associates, P.O. Box 8, Accord, MA 02018

**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