



AHCP
America's Health Care Plan

Discover the
DIFFERENCE
with AHCP



AGENT INFORMATION

Legal Name: _____

Last

First

MI

Address: _____
Street Address Apartment/ Unit #

City

State

Zip Code

Home Phone: _____ Business Phone: _____

Email Address: _____

SSN: _____ Tax ID: _____ Date of Birth: _____

UPLINE & COMMISSION

Direct Up-line/ Manager: _____ DP: _____

Commission Level: _____ (Unsure? Contact your up-line)

How did you hear about AHCP?

☐ Online ☐ Job Posting ☐ Drip Marketing ☐ Referral _____
(Name of Referral)

Advance Options: ☐ Earned Commission

APPOINTMENT INSTRUCTIONS

Appointment Checklist for: **Anthem VA**

- ☐ Page 1 AHCP Appointment Coversheet (this page)
- ☐ Page 2-3 Producer Appointment Data Sheet
- ☐ Page 4-13 Medicare Advantage and Part D Broker Contract Addendum
- ☐ Page 14 Direct Deposit Authorization (Commissions paid by AHCP)
- ☐ Page 15 W9
- ☐ Page 16-19 AHCP Producer Agreement

Additional Requirements

- ☐ Copy of Licenses
- ☐ Copy of E&O Insurance Certificate
- ☐ Supporting documentation for any "Yes" answers to background questions

RETURN INSTRUCTIONS

Scan Email Option: Send to contracting@ahcpsales.com

Fax Option: 888-781-0586

Mailing Address: 1100 NW Compton Dr. 2nd Floor Beaverton, OR 97006

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
Business mailing address		City	State	ZIP code
Physical business mailing address (if different from business mailing address)		City	State	ZIP code
I prefer to receive mailings at: <input type="checkbox"/> Residence mailing address <input type="checkbox"/> Business mailing address <input type="checkbox"/> 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 Velapoint LLC	Tax ID no. 20-5835314
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SECTION 5: COMMISSION HIERARCHY – If applicable

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

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

SECTION 6: PREVIOUS ADDRESSHave 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 HISTORYHave 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

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Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)

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

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

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Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)

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

7. **Compliance Program.** Anthem maintains an effective Compliance Program and Standards of Business Conduct, and requires its employees to act in accordance therewith. Anthem will provide a copy of its then current Standards of Business Conduct to Entity Producer upon request.
 8. **Ineligible Persons.** Entity Producer warrants and represents that at the time of entering into this Agreement and/or when providing services to or for the benefit of Medicare Advantage and/or Medicare Part D members, neither he/she/it nor any of his/her/its employees, contractors, subcontractors or agents are ineligible persons identified on the General Services Administrations' List of Parties Excluded from Federal Programs (available through the internet at <http://www.epls.gov/>) and the HHS/OIG List of Excluded Individuals/Entities (available through the internet at <http://exclusions.oig.hhs.gov/>); or any subsequently provided or updated source that provides such information. In the event Entity Producer or any employees, subcontractors or agents thereof becomes an ineligible person after entering into this Agreement or otherwise fails to disclose his/her ineligible person status, Entity Producer shall have an obligation to (1) immediately notify Anthem of such ineligible person status and (2) within ten days of such notice, remove such individual from responsibility for, or involvement with, Anthem's business operations related to this Medicare Advantage and Medicare Part D attachment.
- Anthem retains the right to provide notice of immediate termination of the Agreement to Entity Producer in the event it receives notice of Entity Producer's ineligible person status.
9. **Illegal Remunerations.** Entity Producer specifically represents and warrants that activities to be performed under the Agreement are not considered illegal remunerations (including kickbacks, bribes or rebates) as defined in § 1128B(b) of the Social Security Act.
 10. **Termination-Regulatory Issues.** In accordance with, but not limited to, 42 C.F.R. 423.505(i)(5) and/or 422.504(i)(5), if during the term of the Agreement, Anthem concludes that it is necessary to cancel any of the activities to be performed under this Agreement in order to comply with Federal or State laws, regulations, or policies, Anthem may, at its discretion, cancel the activity and be relieved of any related obligations under the terms of the Agreement. If Anthem or Entity Producer concludes that it is necessary to reorganize or restructure any

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Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)

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

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

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Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)

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

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)

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.

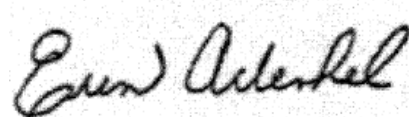
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Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)

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



Erin Ackenheil
Vice President Sales
Senior Business

Title/Organization

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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Authorization for Automatic Deposit

This form will update account information associated to commissions processed by AHCP.
To update direct deposit information for commissions processed by an insurance carrier you must complete the carriers direct deposit authorization form. Forms are located in the AHCP Forms Library.

Agent or Agency Name	
Social Security Number or Tax ID Number	
Phone Number	Email Address
Please indicate transaction type: <input type="checkbox"/> Set-Up <input type="checkbox"/> Change <input type="checkbox"/> Cancel	
Please indicate type of account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
Name of Financial Institution:	
Bank—City, State, Phone Number:	
Routing Number:	
Account Number:	

I hereby authorize AHCP to initiate direct deposit of commissions and, if necessary, make corrections for any entries made to my account in error.

Agent Signature _____ **Date** _____

PLEASE INCLUDE A COPY OF A VOIDED CHECK

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.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <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) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is 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.

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

Social security number									
				-				-	
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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 4.

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.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.



PRODUCER AGREEMENT

This MARKETING AGREEMENT (“Agreement”) is entered into by and between America’s Health Care/RX Plan AGENCY, Inc., a Delaware Corporation (“AHCP”) and _____, as Agent (“Agent”). The Agreement shall become effective upon Agent’s licensure and appointment.

1. Appointment. AHCP appoints Agent to act as marketer soliciting sales of products offered by and through AHCP and its authorized Carriers. “Carrier” means any insurance company or membership association with whom AHCP has entered into a master marketing agreement.

2. Relationship and Authority. The relationship of Agent to AHCP and scope of authority are set forth in the [Agent Guidelines](#). Agent and Sub-Agents must be properly licensed and approved and appointed by AHCP. “Sub-Agent” means a person or entity that has executed a Producer Agreement with AHCP. Sub-Agents may be solicited by Agent or assigned to Agent by AHCP. Once the Sub-Agent’s paperwork has been submitted and approved by AHCP, the Sub-Agent will be enrolled with all AHCP Carriers under the Agent. A Sub-Agent may not sell products from different AHCP Carriers under different Agents. Agent agrees to comply with the liability insurance requirements set forth in the [Agent Guidelines](#). Agent shall be solely responsible for paying all expenses incurred by Agent in performance of this Agreement, including all license fees, appointment fees, bond fees, and fees and taxes required by any federal, state, or local government. A Sub-Agent may submit a written request to AHCP to be transferred to another Agent if (1) the Sub-Agent has not sold business for at least six-months, and (2) has no outstanding balance with AHCP. If the Agent has sold business, they must obtain a written release from their current Agent. If the Sub-Agent has an outstanding debit balance, the new Agent must agree to assume liability for the balance before the transfer will be approved.

3. Commissions. Subject to all terms of the Agreement, AHCP or its delegate will compensate Agent with the commissions as determined by each Carrier. AHCP does not impose a vesting schedule on Agent. Agent is immediately vested per each Carrier’s requirements. AHCP will use reasonable efforts to provide vesting information from Carriers to Agent. Confirmation of 1st year and renewal percentage shall be made available to Agent upon written request to AHCP. Commissions may be modified by AHCP within ten (10) days notice to Agent as set forth in [Agent Guidelines](#). Commissions paid to Agent will be net of any commissions paid to the Sub-Agent. AHCP reserves the right to approve all commission percentage to Sub-Agents, which approval shall not be unreasonably withheld. No commission shall be deemed earned until the policy or membership agreement is issued, delivered, and accepted by the applicant. Commissions will not be paid until AHCP collects or received payment of its commission.

4. Advance Commissions/Debit Balances. AHCP or Carriers on AHCP’s behalf may, at its discretion, make advances to Agent in anticipation of future commissions subject to the rules set forth in [Agent Guidelines](#). Such advances will create debit balances, which both parties expressly agree are loans from AHCP. In consideration for the advance commissions, Agent agrees to repay to AHCP or their assigns, the debit balances and interest. AHCP reserves the right to charge interest on all debit balances. Agent is financially responsible to AHCP and their assigns, for any and all debit balances due by Agent, any Sub-Agent, or any Sub-Agent from with Agent receives an override. Agent and Sub-Agents shall assume the full and complete advance balance and debit balance of any Sub-Agent. In the event of a transfer of an Agent from one manager to another, debit balance will transfer to the new manager who agrees to assume financial responsibility for repayment. Coincident with that transfer, all rights to any future earned commissions attributable to the account, and tax benefits, will also be transferred to Agent. Agent shall submit to financial audits and will confirm debit balances upon written request from AHCP. **Agent expressly agrees to be bound by all rules and conditions set forth in [Agent Guidelines](#).**

5. Carrier Requirements. Agent will comply with all Carrier requirements, including providing information or executing forms. Failure to comply may result in forfeiture of commissions and appointment by Carrier.

6. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice. AHCP may terminate immediately “for cause” (as defined in [Agent Guidelines](#)) with written notice to Agent. If this Agreement is terminated for cause, then all of Agent’s right to any compensation shall be immediately terminated. Upon termination of this Agreement, AHCP may reassign, solicit, appoint or otherwise work with the Sub-Agents of Agent.

7. Exclusivity. During the term of the Agreement, AHCP should be the primary supplier of all products to be promoted and sold by Agent and Sub-Agents. Agent may be licensed with other insurance companies to sell other product lines. However, Agent may not recruit AHCP Agents to sell product lines of other insurance companies.

8. Premiums. Agent shall immediately remit all premiums collected or received by Agent and its Sub-Agents in accordance with the guidelines of AHCP. Initial premium may be presented with the application to be accepted by AHCP or Carrier.

9. Rolling Business. AHCP acknowledges that Agent must act in the client’s best interest when recommending changes of carriers. However, Agents agrees that the moving of a block of business to another carrier, for the sole purpose of generating or increasing commissions, is not permitted by AHCP.

10. Records. Agent shall keep records and provide reports as set forth in [Agent Guidelines](#). AHCP or Carrier will furnish Agent with a monthly statement of Agent’s account and will pay any amounts due, subject to other provisions of the Agreement. Agent must report any discrepancies and return payment without 30 days or payment will be deemed accepted.

11. Printed Material. AHCP will furnish all printed matter necessary for doing business under the Agreement. Agent and Sub-Agents will not use any materials referring to AHCP or Carriers without first securing written approval. All printed materials furnished are property of AHCP and shall be promptly returned upon request or when Agreement terminates.

12. Refunds and Rejections. Subject to state law, Carrier reserves the right to reject any applications for insurance without specifying cause, and to cancel, refuse to renew, or modify and policy. In such cases, all premiums will be refunded.

13. Discontinuance of Policy Forms. Without incurring any liability, AHCP or Carrier may discontinue, replace, or withdraw any policy. AHCP or Carrier may also determine commissions and renewal commissions on any policy not scheduled herein.

14. Proprietary Information. Agent agrees to fully comply with all requirements set forth in [Agent Guidelines](#).

15. Indemnity. Agent agrees to indemnify AHCP, Carrier, affiliates, shareholders, directors, officers, and employees and to hold them harmless from all expenses, liabilities, cost, causes of action, loss, damage, and expense, including attorney’s fees and costs of litigation, resulting from any breach of the Agreement or unauthorized, negligent or wrongful act, omission, statement, or presentation by Agent, Agent’s employees and Sub-Agents.

16. Assignment. AHCP may assign its rights to a third party. Agent may not, without the express prior written consent of AHCP, assign any of its rights, responsibilities or commissions. AHCP will have a superior, continuing security interest in all commissions prior to the right of any permitted assignee. Any assignment so authorized shall be subject to any and all indebtedness of Agent to AHCP then existing or thereafter accruing.

17. Security Interest. To secure the payment of any indebtedness and performance of Agent of all terms of the Agreement, Agent agrees to assign commissions to AHCP pursuant to the terms set forth in Addendum A.


18. Applicable Law. The Agreement shall be governed by the laws of Texas with exclusive venue in Tarrant County, Texas.

19. Partial Invalidity. If any provision of this Agreement is declared invalid for any reason, the invalidity of that provision shall not affect the validity of any other provision of this Agreement.

20. Entire Agreement. This Agreement, including Addendum A in the [Agent Guidelines](#), constitutes the entire agreement and supersedes and replaces any and all prior written or oral agreement between these parties. This Agreement may not be modified without written consent of both parties and shall be binding upon the successors and heirs of the parties hereto.

Executed as the _____ day of _____ 20____.

By: _____
Agent's Signature Print Name

By: 
Aaron Goddard, Vice President
America's Health Care/RX Plan Agency, Inc.

ADDENDUM A
ASSIGNMENT OF COMMISSIONS AGREEMENT

AHCP agrees to provide Agents with the following benefits and services:

- Lead Marketing Credits for each issued policy where applicable (varies by product)
- Incentive trip credits
- Free replicated Website
- Training program, web conference, and training materials
- Marketing Materials for proprietary products
- Advances funded by AHCP
- Toll free agent service line
- Weekly newsletter that includes all Carrier updates in one place in addition to important announcements and weekly agent rankings.

In exchange for access to AHCP programs and services, Agent agrees to the assignment to AHCP of all commissions earned, subject to the following terms and conditions:

1. All earned commissions assigned to and received by AHCP are received on the Agent's behalf and will promptly be paid out in its entirety to the Agent pursuant to the commissions structure and advance commission agreement between AHCP and the Agent. All commission payments will be made by AHCP or its delegate.
2. Agent may, upon written notice to AHCP, opt out of receiving any advance commissions. AHCP will pay out to Agent all earned commissions.
3. AHCP reserves the right to modify commission or advance commission agreements to providing 10 days advance written notice to Agent.
4. Agent expressly acknowledges that advance commission from AHCP may result in debit balances being owed by Agent to AHCP. Agent understands that these debit balances are loans which are tied to Agent and must be repaid to AHCP. If AHCP determines that monthly commissions will not satisfy the debit balance within 10 months, AHCP may, upon written notice to Agent, use Agent's commissions from any AHCP Carrier to reduce any debit balances.
5. AHCP may not assign commissions to any unaffiliated party without Agent's express written consent.
6. This assignment only applies to commissions for AHCP business while this agreement is in effect. Subject to use of commission to repay debit balances owed, AHCP shall retain no interest in or control of business sold by Agent. AHCP expressly acknowledges that this agreement in no way changes or affects the Agent's status as "Agent of Record" for any business for which commissions have been assigned to AHCP.
7. This assignment may be revoked by Agent upon 30 days written notice to AHCP and the Carrier. Once revoked, Agent will be entitled to receive commissions from Carriers so long as all debit balances with AHCP have been paid.
8. AHCP does not impose a vesting schedule on Agent. Agent is immediately vested per Carrier's requirements. AHCP will use reasonable efforts to provide vesting information from Carriers to Agent.

Agent Signature

Date