

Producer Appointment Data Sheet

Red border indicates required field.

SECTION 1: PRODUCER INFORMATION

First name	M.I.	Last name	Suffix	Social security no./Government ID no.	
Date of birth (MM/DD/YYYY)	National Producer No. (NPN optional)		Home phone no.		Home fax no. (optional)
Producer business phone no. Ext.			Producer business fax no.		
Residence mailing address – no PO box		City	State	ZIP code	County
Business mailing address		City	State	ZIP code	County
Physical location business mailing address (if different from business address)		City	State	ZIP code	County
I prefer to receive mailings at: <input type="checkbox"/> Residence mailing address <input type="checkbox"/> Business mailing address <input type="checkbox"/> Physical location business mailing address					
Personal email address			Business email address		
Are you bilingual? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, what language(s) do you speak? _____					

Previous names or aliases

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

Different first and/or last name?	Previous name
<input type="checkbox"/> First <input type="checkbox"/> Last	
<input type="checkbox"/> First <input type="checkbox"/> Last	
<input type="checkbox"/> First <input type="checkbox"/> Last	

SECTION 2: APPOINTMENT INFORMATION

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

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

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

SECTION 4: COMMISSION HIERARCHY – If applicable

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

SECTION 5: PREVIOUS ADDRESSES

Have you lived anywhere other than the above mentioned legal residence in the last two (2) years? Yes No
 If Yes, please list any/all such addresses. Please enter any additional information in the Remarks (Section 10).

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

SECTION 11 : AUTHORIZATION – Signature required

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

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

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

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

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

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

For Maine Applicants Only

Upon request, you will be informed whether or not an investigative consumer report was requested, and if such a report was requested, the name and address of the consumer reporting agency furnishing the report. You may request and receive from us, within 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 understand that I may sign this Acknowledgement and Authorization for Appointment manually or by electronic signature. Further, I understand that whether I sign manually or by electronic signature, the signature will have a legally binding effect on me or the agency on whose behalf I am signing.

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

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

*Company affiliates include the following described companies:
Anthem Blue Cross and Blue Shield is the trade name for the following companies in: Colorado: Rocky Mountain Hospital and Medical Service, Inc. HMO products underwritten by HMO Colorado, Inc.; Indiana: Anthem Insurance Companies, Inc.; Kentucky: Anthem Health Plans of Kentucky, Inc.; 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; Nevada: Rocky Mountain Hospital and Medical Service, Inc. HMO products underwritten by HMO Colorado, Inc., dba HMO Nevada.; Ohio: Community Insurance Company; 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.; Wisconsin: Blue Cross Blue Shield of Wisconsin (BCBSWI), which underwrites or administers the PPO and indemnity policies; CompCare Health Services Insurance Corporation (CompCare), which underwrites or administers the HMO policies; and CompCare and BCBSWI collectively, which underwrite or administer the POS policies.
®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.



DO NOT COMPLETE
 Effective Date to be assigned by Company.
 _____ day of _____,

AGENT AGREEMENT

This Agreement, made and entered into between Blue Cross and Blue Shield of Georgia, Inc., Blue Cross Blue Shield Healthcare Plan of Georgia, and Greater Georgia Life Insurance Company, corporations organized and existing under the laws of the State of Georgia and having their principal offices in the City of Atlanta, State of Georgia (herein after referred to as “Company”)(and _____ Agent (hereinafter referred to as “Agent”).

In consideration of the covenants and agreements herein set forth, Company hereby grants to Agent, as its agent, the authority and power, subject to the terms, conditions and limits herein set forth, which are severally and mutually agreed upon, to solicit applications for insurance with Company.

The authorization granted to Agent is limited to the territory in which Agent and Company are properly licensed and authorized to carry-out the transactions contemplated herein. This authority shall be non-exclusive, and Company may grant such authority as it may determine.

I. DUTIES

The duties and obligations of the Agent under this Agreement shall inure to the benefit of the Company, its successors or assigns.

Subject to the terms and limitations of this Agreement, Agent agrees to:

1. Solicit and procure applications for life insurance, and accident and sickness insurance, as authorized by Company and to collect the first premiums therefore provided that Agent is properly licensed to transact such insurance business;
2. Deliver policies, assist Company in keeping policies in force, and extend such other service to policyholders and their beneficiaries as is proper and customary under Company’s rules and methods of operations;
3. Prospect for, contract, with Company’s approval, train and supervise agents at Agent’s discretion. Agent shall be responsible for all licensing fees, salaries, travel expenses, benefits, commissions and any and all other expenses of such agents.
4. Deliver renewal notifications in a timely manner, in accordance with Georgia laws;
5. Provide the policyholder with adequate information regarding benefits and benefit changes to the policy, including conducting enrollment meetings at point of sale as well as annual open enrollment meeting if requested by the Policyholder;
6. Abide by the Standards of Business Conduct as provided by the Company and all applicable terms thereof for itself, its employees and agents appointed with the Company under this contract; and

7. Abide by the Business Associate duties as set by Company in compliance with privacy and security standards of the Health Insurance Portability and Accountability Act of 1996, Title V. of the Gramm-Leach Bliley act and applicable state legislation and regulations, as amended from time to time.

II. RESPONSIBILITIES

It is understood and agreed that Agent will:

Be governed by all Company rules, regulations and instructions together with the insurance laws and regulations of the State of Georgia, and any other applicable laws;

2. Treat all money received and collected by Agent for Company as property held in trust and remit such collections to Company in accordance with its procedures;
3. Account for all policies, receipts, papers, records, and property received by Agent from Company, its policyholders, and representatives;
4. Aid in the care and conservation of Company's business and provide prompt service to policyholders;
5. Indemnify and hold Company harmless from any losses, damages, costs and liabilities suffered or incurred by Company which may be caused by Agent's acts, negligence or dishonesty;
6. At all times, during the term of this Agreement, keep in force, at Agent's own expense, the following insurance: Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage to include personal injury and contractual
7. Maintain Professional Liability (Errors & Omissions) insurance for \$1,000,000 per occurrence and in the aggregate; and
8. Provide the applicable declarations page(s) or certificate of insurance on an annual basis, or when requested by Company, verifying these coverages and limits. Said policies may not be materially modified or cancelled except after thirty (30) days prior written notice to Company.

III. LIMINATIONS OF AUTHORITY

It is understood and agreed that Agent's authority extends no further than stated in this Agreement. Agent has no authority, implied or otherwise, to:

1. Make, alter or discharge any contract;
2. Waive forfeiture;
3. Extend the time for payment of any premium;
4. Waive payment of any premium;
5. Accept notes in payment of any premium;

6. Obligate company for payment of any debts;
7. Issue any receipt of any kind except as authorized by the rules of Company;
8. Accept any past due premium without the specific authority of Company;
9. Pay or allow, or offer to pay or allow, as inducement to any person whom Company insures, any rebate of premium or consideration of any inducement not specified in the policy;
10. Commingle with his or her own funds any monies or funds received or collected on behalf of an applicant for the Company's insurance policies, nor shall Agent establish any bank account to hold such funds;
11. Submit applications to the Company on behalf of other Agents, except as set forth herein. If Agent submits applications on another Agent's behalf, all commissions paid or payable by the Company to Agent or any designees of Agent for that policy, shall be forfeited. Company then, among other remedies, may cancel this Agreement and offset forfeited commission against other commissions payable to Agent or Agent's designees. The provisions of this Section III.11 shall not be construed in such a way that Agent shall be prohibited from submitting applications or business produced by Agent's bona fide employees, provided, however, that Agent's employees are properly licensed and appointed with the Company to produce applications of the type submitted;
12. Institute any legal proceeding involving Company in any manner, unless such proceeding shall have been approved in writing by an officer of Company;
13. Use to the detriment of the Company, any information about the business of the Company, which Agent has obtained due to Agent's association with the Company. This is applicable for the term of this Agreement and indefinitely thereafter. Agent recognizes that a remedy at law for any breach or threatened breach by Agent of this Section III.13 will be inadequate by its nature and if Agent violates this section, the Company shall be entitled to injunctive and other appropriate remedies otherwise available under this Agreement and otherwise at law or in equity.
14. Employ any medical examiner for examination of an applicant except as provided by Company rules.
15. Company, at its sole discretion, may specify or limit those products that the Agent may solicit.

IV. EXPENSES

All expenses incurred by Agent in connection with activities pursuant to this Agreement, including all licensing fees, shall be borne by Agent.

V. ASSIGNMENT

This Agreement and the payments accruing under it may not be assignable without Company's prior written consent.

VI. AGENT STATUS

1. This Agreement shall not be construed as creating the relationship of employer/employee between Company and Agent. The relationship of Agent to the Company is and shall be that an independent contractor. Within the scope of Agent's authority, duties and responsibilities, Agent shall exercise independent judgment as to the persons from whom applications for insurance are solicited and the time, place and manner of such solicitation.
2. Agent understands and agrees that the purpose of extended or available training courses, sales methods and material's, prospect lead or similar aids and services shall assist Agent in the conduct of Agent's business. The purpose of such shall not be to give Company control over Agent's time, direction and manner, or means by which Agent shall conduct Agent's business.
3. Agent is neither required to devote full time to the performance of this Agreement nor perform the services personally. Agent is free to solicit business for other companies.

VII. COMPENSATION

Company retains the right to change the commission rates and structure, including all new and in-force business, with 30 days prior notification, and such modified or replaced schedule shall apply to all other policies effective following the effective date of such modification or replacement.

Compensation may be subject to professional fees payments to the Georgia Department of Insurance, as allowable by the internal laws of the State of Georgia.

1. Agent shall receive commission (as defined in the Commission Schedule) in accordance with the terms and conditions of the Commission Schedule. The term "Commission Schedule" refers to that document created and maintained by the Company that details the manner and amounts that an Agent will be paid for the sale of a particular product. The referenced Commission Schedule(s) applicable to this Agreement are posted on the Company's website. Posted Commission Schedule(s) will be subject to change in accordance with this Agreement.
2. Compensation shall be payable only for so long as the Insured maintains a policy with Company and Agent remains the "Agent of Record" for the Insured, as recognized by both the Insured and Company.
3. Except as set forth in the Commission Schedule, commission will be paid to Agent by the Company:
 - a) Based on premium collected, earned and reconciled by the Company, and
 - b) Only if Agent has complied with the terms and conditions of this Agreement.
 - c) No commission shall be paid on any interest assessed on premiums.
 - d) Medical Underwriting Rate Adjustments will be part of the Commission Schedule.
4. The Company shall have the right to revise the premiums for any of its health insurance policies in accordance with the terms of such policies. If the Company cancels a health insurance policy and returns premiums, Agent shall repay to the Company, on demand, the full amount of the commission the Company has paid on the returned premiums. Company shall have the authority to recover overpayments from future commission payments.

5. In the event that an error is made in the calculation and/or payment of Compensation under this Agreement, regardless of who made the error or the reason for the error, the parties agree that the correction of the error requiring payments to Agent or recovery of payments from Agent shall be made retroactively for a maximum of twelve (12) months from the date the error was discovered by Company. This section shall not limit in any way Company's right to collect any indebtedness of Agent to Company, through offset of compensation or otherwise, for reasons other than error in calculations or payments.
6. Termination of this Agreement for cause shall immediately void the Company's obligations under this Section. Agent shall immediately notify the Company if the Agent's "Agent of Record" letter on any said business is revoked, terminated, or canceled. Agent agrees to repay to the Company any and all amounts paid by the Company to the Agent on any said business for dates of service after the effective date of any such revocation, termination, or cancellation.
7. Agent agrees to fully disclose to his or her group clients, subscribers or applicants for insurance, all reportable compensation Agent receives from Company to the extent and in the manner consistent with applicable federal or state laws, regulations and/or requirements regarding the disclosure of reportable compensation as required under any agreement with such group clients, subscribers or applicants for insurance and as required by Company's published policies concerning disclosure.

VIII. COMMISSIONS ON CONVERSIONS OR EXCHANGES

Notwithstanding any other provisions of this Agreement, commissions on conversions and exchanges shall be governed by the rules and practices which Company from time to time may establish. If a policy is converted or exchanged after termination of this Agreement, no further commissions of any kind will be paid to Agent with respect to such policy.

IX. WITHDRAWAL OF POLICY FORMS

Company reserves the right to discontinue, withdraw from sale, or change the commission rate on any existing policy or policy which may hereafter be offered for sale. However, any compensation due Agent after such discontinuance or change will not be affected.

X. INDEBTEDNESS

Company may offset against any claim for compensation hereunder any debts or charges now due or which may become due Company from Agent at any time. Such debts or charges shall be a first lien against any commissions due Agent under this Agreement. In the event commissions due Agent are insufficient to discharge Agent's indebtedness, the balance due, if any, shall be a debt which Agent hereby assumes and agrees to pay.

XI. LAPSES AND RESTORATIONS

If, while this Agreement is in force, a policy which Agent has a commission interest terminates and subsequently is restored, no commission shall thereafter be payable to Agent with respect to such policy, unless such restoration was effected solely through Agent's efforts. If a policy should lapse

and be restored after termination of this Agreement, then no further commissions shall be paid Agent with respect to the policy.

XII. CANCELLATION OF RECISSION OF POLICIES

If a policy is cancelled by Company at the request of the insured or applicant for any reason whatsoever or if Company rescinds a policy on the grounds of misrepresentation in procurement, Company shall be the sole judge of Agent's commission interest in that policy.

XIII. UNDELIVERED POLICIES

When an issued policy cannot be delivered to the insured and is returned to Company, Agent agrees to compensate Company as may be due under Company's procedural requirements then in effect.

XIV. CONFLICT WITH LAW OR REGULATION

If at any time, the provisions of this Agreement conflict with any law, regulation or ruling of any applicable governmental entity, the Agreement may be modified without Agent's consent, to comply with such law, regulation or ruling.

XV NON-WAIVER

Failure of Company to insist upon strict compliance with any terms of this Agreement or procedural requirements of Company shall not be construed as a waiver of any such terms or requirements. All terms and requirements shall continue in full force and effect.

XVI. SUPERCEDES ANY PRIOR AGREEMENT

This is the entire Agreement (including any other attachments or addendums) between the Agent and the Company. This Agreement supercedes, terminates, and otherwise renders null and void any and all previous agreements (including Agent agreements, Single Case Agreements) and any and all prior representations and statements of Company, whether written, oral or implied, and now constitutes the entire agreement between the parties as of the effective date of this Agreement. Notwithstanding the foregoing, this Agreement does not affect any liability, obligation or indebtedness of Agent to Company or any liens created in connection therewith. Except as otherwise set forth herein, the terms and conditions of this Agreement shall be changed only by amendment issued to form a part of this Agreement, signed by the Company's authorized representative, and provided Agent in the manner set forth herein at least thirty (30) days prior to the effective date of the change. The Commission Schedule may be amended with thirty (30) days notice to Agent. Notice to Agent may be accomplished by Company by placing the amended fee schedule on Company's website (30) days prior to effective date of amendment. Company may provide notification by means of letter, newsletter, printed materials, electronic mail or other media.

XVII. TERMINATION PROVISIONS

This Agreement is made subject to the following provisions with respect to termination and commissions after termination. This Agreement shall terminate:

1. Without cause, upon 30 days written notice to Agent by Company or 30 days written notice to Company by Agent.

2. In the event of Agent's death or total disability.
3. For cause, immediately upon the sole election of Company, if Agent at any time:
 - (a) Perpetrates any fraud or commits any act of dishonesty upon an applicant, policyholder, beneficiary of Company;
 - (b) Fails to promptly account for and pay to Company money due according to Company's records;
 - (c) Twists or attempts to twist any policyholder or Agent of Company;
 - (d) Violates or breaches any term of this Agreement; or
 - (e) Fails or refuses to surrender upon demand records or property of Company which may have come into Agent's hands as custodian or otherwise; or
 - (f) Agent's license to perform the functions required under this Agreement is suspended, cancelled, or revoked for cause by the State of Georgia or any regulatory body thereof; or
 - (g) Fails to furnish proof of licensing satisfactory to the Company within forty-eight (48) hours of a request by the Company for such proof; or
 - (h) Fails to maintain or provide proof of Errors and Omissions insurance coverage as required in this Agreement;
 - (i) Unprofessional or inappropriate conduct of the Agent as determined by the Company at its sole discretion.

Company reserves the right to cease paying commissions upon the effective date of cancellation of Agreement under termination provisions above.

XVIII. COMPLIANCE WITH 18 U.S.C. §§ 1033 AND 1034

- Agent certifies that Agent has not been convicted of any criminal felony.
- Agent has been convicted of a criminal felony. [Please attach a detailed explanation.]

XIX. CONFIDENTIALITY AND DISCLOSURE OF PATIENT INFORMATION

Agent, its sub-agents and employees (collectively, "Business Associate") agree to comply with the terms and conditions of the Business Associate Agreement which is incorporated by reference as if completely restated herein.

XX. ADVERTISING, POLICY FORMS AND SERVICE MARKS

1. Agent shall not re-market or package the Company's products without the express written consent of the Company. Agent has no authority, implied or otherwise to advertise or otherwise use Company logos, policies or other references, printed and/or electronic in any newspaper, periodical, circular, or other marketing communication materials, printed or electronic, except upon prior written approval of an officer of the Company.
2. Agent understands and agrees that the names "Blue Cross" and "Blue Shield" and the Blue Cross Blue Shield symbols and marks and all rights, titles and interests therein (including without limitation any service marks, copy right, patent, trademark and other intellectual property rights therein) (collectively, the "Marks") are the property of or licensed to Company, and Agent and employees receive no rights, title or interests in or to the Marks except as expressly set forth

herein. Agent shall not: (i) use, modify or alter the Marks; or (ii) alter, destroy or otherwise remove any proprietary notices or labels containing the Marks, in any manner, without the prior written consent of Company.

3. Company shall supply promotional materials and applications for policies and shall prescribe all policy forms and rates to be used in connection with performance under this Agreement. Agent agrees to use only those materials, applications, forms and rates provided by Company. Agent shall not, and shall not permit its agents, sub-Agents or employees to alter, modify or amend any promotional materials, applications, policy forms or rates provided by Company. In addition, no circular, advertisement, letterhead, telephone directory advertisement or other matter or materials that includes the name of or refers to the Company or the Marks, as defined below, shall be printed, published or used to include, but not limited to printed or electronic media, in any way, by Agent unless Company has given advance written approval thereof.
4. Other than sales literature, all material that the Company furnishes for Agent's use is confidential information and shall not be unnecessarily distributed or disclosed by Agent, without Company's written permission or except as may be required by law.
5. Liquidated Damages. Agent agrees that any unauthorized use of the Marks will injure Company, although the amount of damage would be difficult to determine. Therefore, Agent agrees to pay Company, as liquidated damages and not as a penalty, \$5,000.00 for each use of Company's Marks without Company's prior written consent plus \$50.00 for each day of each such unauthorized use. For the purpose of assessing the \$50.00 per day per use damages, each individual unauthorized appearance of the Marks shall be a separate unauthorized use. For example, and not limiting the generality of the foregoing, each individual copy of a newspaper advertisement containing an unauthorized use published on any one day shall be a separate unauthorized use and each individual copy of any edition of a telephone directory containing an unauthorized use on each day between the initial distribution of that edition and its replacement with another edition shall be a separate unauthorized use.

XXI. REPORTS AND AUDITS

1. Agent shall maintain at its principal office, files and records concerning this Agreement and books and records of all transactions between itself, its Agents, sub-Agents, employees, Company and the Individual/Group. These books and records shall be maintained in accordance with prudent standards of insurance record keeping. Company acknowledges that it accepts automated or electronic copies of files in lieu of hard copy files.
2. Agent shall maintain and may not destroy any and all books, accounts and records of Agent related to Company's Policies and the same shall be subject to audit and inspection by Company or its duly authorized representative at all times while this Agreement is in force and for seven (7) consecutive years after termination of this Agreement. Company may, at any time, make copies of or take extracts from such books, accounts and records, as it may deem necessary.
3. Agent shall fully cooperate with any audit or examination by any government or authorized agencies and shall allow access to books and records maintained by Agent pursuant to this Agreement. Agent shall notify Company within one (1) business day of any such audit or

examination subject to this Agreement. Company shall have the right to audit Agent during the term of this Agreement and for a seven (7) year period thereafter.

XXII. LICENSES AND TAXES


1. Agent shall maintain all licenses required by the Company, the State of Georgia, and/or local laws and regulations to engage in business as an insurance agency, or Agent.
2. Agent will pay license, income, self-employment, unemployment, and any and all other taxes and levies upon the business of the Agent and will hold Company harmless against all liability for the same.
3. Agent agrees to notify the Company within one business day of any termination, suspension, or expiration of Agent's license, its employees' licenses, or its sub-Agents' licenses.
4. Agent also agrees to notify the Company within one business day of any regulatory sanctions imposed against the Agent, its Agents, sub-Agents or employees. Upon request, Agent will furnish to the Company written proof, satisfactory to the Company, of licensing.
5. Company reserves the right to require Agent to pay appointment and processing fees, if any, of Agent and/or its subagents, as communicated to Agent from time to time.

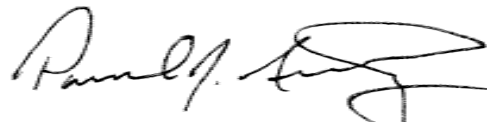
XXIII. AMENDMENT AND MODIFICATION

Company reserves the right to amend and/or modify this Agreement unilaterally upon thirty (30) days prior notification, including the referenced commission schedule(s). Company may provide notification by means of letter, newsletter, printed materials, electronic mail or other media.

Dated this _____ day of _____, 20____.

Blue Cross and Blue Shield of Georgia, Inc.
Blue Cross Blue Shield Healthcare Plan of Georgia
Greater Georgia Life Insurance Company

By: 
Morgan Kendrick
Authorized Officer of BCBSGa/BCBSHP
President and GM, Sales

By: 
Patrick Murphy
Authorized Officer of GGL
Staff VP Life & Disability, Sales

I hereby accept the foregoing appointment and Agreement

Agent Name

Date

Agent Signature

Address

Social Security Number

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 Blue Cross and Blue Shield of Georgia and applicable affiliates or clients requiring the services described herein (herein referred to as "BCBS of GA") and Entity Producer. These provisions shall only apply to services provided by Entity Producer to or for BCBS of GA'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 BCBS of GA'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 BCBS of GA 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 BCBS of GA's proprietary, confidential, or privileged information, including, but not limited to, information concerning BCBS of GA's members. Entity Producer agrees that, among other items of information, the identify of, and all other information regarding or relating to any of BCBS of GA's customers is confidential. Entity Producer agrees to treat such information as confidential and proprietary information of BCBS of GA, and all such information shall be used by Entity Producer only as authorized and directed by BCBS of GA pursuant to this Agreement, and shall not be released to any other person or entity under any circumstances without express written approval of BCBS of GA. 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 Producer agrees to abide by the confidentiality requirements established by BCBS of GA 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

Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)

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 BCBS of GA'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 BCBS of GA'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 BCBS of GA. 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 BCBS of GA's Medicare Advantage and Medicare Part D enrollees will be consistent with and will comply with BCBS of GA's Medicare Advantage and/or Part D contractual obligations.
7. **Compliance Program.** BCBS of GA maintains an effective Compliance Program and Standards of Business Conduct, and requires its employees to act in accordance therewith. BCBS of GA 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

Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)

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 BCBS of GA of such ineligible person status and (2) within ten days of such notice, remove such individual from responsibility for, or involvement with, BCBS of GA's business operations related to this Medicare Advantage and Medicare Part D attachment.

BCBS of GA 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, BCBS of GA 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, BCBS of GA may, at its discretion, cancel the activity and be relieved of any related obligations under the terms of the Agreement. If BCBS of GA or Entity Producer concludes that it is necessary to reorganize or restructure any of the activities to be performed under this Agreement in order to comply with Federal or State laws, regulations, or policies, BCBS of GA or Entity Producer may request to renegotiate such terms.
11. **Oversight Responsibility.** Entity Producer acknowledges that BCBS of GA shall oversee and monitor Entity Producer's performance of its responsibilities set forth in this Agreement on an ongoing basis and that BCBS of GA is ultimately responsible to CMS for the performance of such services. Entity Producer further acknowledges that BCBS of GA 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 BCBS of GA has the right to revoke this agreement if CMS or BCBS of GA determines that Entity Producer has not performed the services satisfactorily and/or if requisite reporting and disclosure

Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)

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 BCBS of GA'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 BCBS of GA 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. BCBS of GA 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 BCBS of GA, insolvency of BCBS of GA 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 BCBS of GA 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 BCBS of GA's behalf made in accordance with the terms of the Medicare Advantage and/or Part D enrollee's benefits.
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 BCBS of GA 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;

Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)

- 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 BCBS of GA Medicare Advantage and/or Part D plan as long as the Member remains enrolled with the BCBS of GA plan; or
- 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 BCBS of GA to have an Entity Producer contact them. This permission by the beneficiary applies only to BCBS of GA 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 BCBS of GA must be submitted to BCBS of GA 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 BCBS of GA 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

Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)

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 BCBS of GA 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 BCBS of GA materials during the initial appointment so long as enrollment applications are not left with potential enrollees.

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 BCBS of GA 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

Medicare Advantage and Medicare Part D Regulatory Exhibit (Continued)

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:

“The person that is discussing plan options with you is either employed by or contracted with BCBS of GA. 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, BCBS of GA 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 BCBS of GA (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 BCBS of GA 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 BCBS of GA 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.

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.

Blue Cross Blue Shield of Georgia

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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