



## Hierarchy Form

**Agent Name** \_\_\_\_\_

**GA Name** \_\_\_\_\_

**MGA Name** \_\_\_\_\_

**SGA Name** \_\_\_\_\_

**FMO Name** \_\_\_\_\_

*Please check ONE*

Agent assigns commissions to an agency

Agent paid directly by HealthSpring

Agent Signature \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT 5: SUBORDINATE AGENT AGREEMENT**

This Subordinate Agent Agreement is executed by and between Cigna-HealthSpring (as defined in the “Sales Agency Agreement for Cigna-HealthSpring Medicare Advantage & Prescription Drug Plans”) and Subordinate Agent (as defined in the signature block below) and shall be effective \_\_\_\_\_ (“Effective Date”). In consideration of the mutual covenants, promises and undertakings set forth herein, the sufficiency of which is expressly acknowledged and agreed, and intending to be legally bound, the parties agree as follows:

1. Cigna-HealthSpring and \_\_\_\_\_ (“Sales Agency”) entered into a contract titled “Sales Agency Agreement for Cigna-HealthSpring Medicare Advantage & Prescription Drug Plans” (hereafter referred to as the “Topline Sales Agency Agreement”) that, among other things, establishes the terms and conditions under which Sales Agency and its downline agencies and agents are authorized to sell Medicare Advantage and Prescription Drug Plans offered by Cigna-HealthSpring as well as the compensation that Cigna-HealthSpring will pay Sales Agency and its downline sales agencies and agents for selling such health plans.
2. \_\_\_\_\_ (“Subordinate Agent”) is a downline insurance agency or individual agent employed or utilized by Sales Agency to sell Cigna-HealthSpring Medicare Advantage & Prescription Drug Plans pursuant to the terms and conditions of the Topline Sales Agency Agreement.
3. Subordinate Agent agrees to be legally bound by the terms and conditions of the Topline Sales Agency Agreement – which is expressly incorporated herein by reference – and to comply with all duties and obligations of Sales Agency, including, as applicable, those pertaining to the exclusive representation of Cigna-HealthSpring products, as described in the Topline Sales Agency Agreement as it is updated and amended from time to time. Subordinate Agent may request a copy of the Topline Sales Agency Agreement from Sales Agency at any time.
4. Subordinate Agent further agrees to comply with all applicable duties and obligations set forth in any Delegated Services Agreement executed by Sales Agency and Cigna-HealthSpring.
5. Cigna-HealthSpring will pay compensation earned by Subordinate Agent under the Topline Sales Agency Agreement directly to Subordinate Agent unless Sales Agency and Subordinate Agent timely provide Cigna-HealthSpring with an accurate and complete Assignment of Commissions form.



6. For purposes of determining Subordinate Agent’s compensation under the Topline Sales Agency Agreement, Subordinate Agent shall be considered a:

- \_\_\_\_\_ Supervising General Agency (SGA)
- \_\_\_\_\_ Managing General Agency (MGA)
- \_\_\_\_\_ General Agency (GA)
- \_\_\_\_\_ Agent (Individual or Sole Proprietorship)

Subordinate Agent understands and agrees that this sales agency level designation may be changed by a mutual written agreement of the parties or may be unilaterally changed by Cigna-HealthSpring in accord with the terms of the Topline Sales Agency Agreement. *See* Exhibit 2 – Rules of Engagement.

7. Subordinate Agent acknowledges and agrees that its compensation under the Topline Sales Agency Agreement will be determined in part on whether Sales Agency (and thereby Subordinate Agent) have elected to represent Cigna-HealthSpring exclusively. Subordinate Agent expressly agrees to comply with the terms and conditions of the Exclusivity Agreement contained as Exhibit 6 to the Topline Sales Agency Agreement.

8. The terms of this Subordinate Agency Agreement may be amended only as described herein or by a mutual written agreement executed by duly authorized representatives of Subordinate Agent and Cigna-HealthSpring.

By signing below, Subordinate Agent understands and accepts that the terms and conditions of this Subordinate Agency Agreement create a legally binding contract between Subordinate Agent and Cigna-HealthSpring.

FOR “SUBORDINATE AGENT”

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# 2017 RULES OF ENGAGEMENT HANDBOOK



Together, all the way.®



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This Rules of Engagement Handbook (the “Amendment”) hereby amends the agreement between Cigna-HealthSpring and Agent/Agency (the “Agreement”) and shall be a part of the Agreement as if fully restated therein. In the event of any conflicting terms between this Amendment and the Agreement, this Amendment shall supersede and control.

This overview is for Agencies and Agents who are certified, licensed and appointed to sell Cigna-HealthSpring Medicare Advantage/Prescription Drug Plan products. Due to the high degree of compliance required and Medicare Advantage/Prescription Drug Plan products are governed by state and federal regulations, the Agency or Broker must fully comply with all applicable Cigna-HealthSpring policies and procedures, including but not limited to those set forth below.

Agencies and Agents agree to comply with all state and federal rules and regulations, as well as all Cigna-HealthSpring policies and regulations as set forth and shall require each individual subordinate Agent affiliated with the Agency to likewise comply.

# SECTION I

## SALES DISTRIBUTION MANAGEMENT

### Levels of Agreements

There are five different levels of Agreements within the hierarchy structure at Cigna-HealthSpring (“CHS”):

- › Agent
- › General Agency (GA)
- › Managing General Agency (MGA)
- › Supervising General Agency (SGA)
- › Field Marketing Organization (FMO)

### Definitions

**Agent/Broker** – An individual who is using his/her personal credentials (SSN, NPN, and Licenses) to contract as a writing Agent for Cigna-HealthSpring.

**Agency** – An organization (GA, MGA, SGA, or FMO) that is using its own unique credentials (Tax ID# - TIN, NPN, License) to contract as an Agency for Cigna-HealthSpring. Agencies are required to use their own credentials and will not be allowed to contract with Cigna-HealthSpring using an individual person’s/Agent’s credentials.

All other capitalized terms shall have the meaning given to them in the Agreement.

### GA/MGA/SGA Production Criteria

To enter into a GA/MGA/SGA-Level agreement, the Agency must have a minimum number of active Agents. In order to maintain a GA-Level agreement, a minimum of 3 active Agents producing a minimum annual total of 150 MA Enrollment Applications is required. In order to maintain an MGA level agreement, a minimum of 5 active Agents and a minimum annual total of 300 MA Enrollment Applications are required. In order to maintain an SGA-Level agreement, a minimum of 5 active Agents and a minimum annual total of 500 MA Enrollment Applications are required. Expansion market Agency targets may vary based on network and other factors at market launch.

Agencies should work with their upline if there are questions or concerns related to meeting or maintaining the minimum Agent requirement. Cigna-HealthSpring reserves the right to review all Agency-level contracts from time to time to ensure the specific requirements are being met.

FMO’s, Agencies, and Cigna-HealthSpring leadership will monitor production once annually and on a pro-rated basis, and will address hierarchy changes accordingly. Brand new Agencies have 60 days to contract and certify the required number of Agents, or the contract will be downgraded to the Agent level and the remaining Agents will be automatically tied to the FMO or next immediate upline.

## FMO Production Criteria

FMO's are required to adhere to and comply with all aspects of the "Cigna-HealthSpring Rules of Engagement". Criteria may be amended by Cigna-HealthSpring, at its sole discretion, upon thirty (30) days advance written notice to the FMO. An FMO must be national in scope and therefore must write business in at least two states or more to maintain FMO status. To comply with the Cigna-HealthSpring Engagement Criteria, an FMO must produce at least 3,200 effective enrollments on an annual basis. The monthly production of an FMO will be tracked and Cigna-HealthSpring shall have the sole discretion to determine whether an FMO is on target to achieve the annual production requirement related to effective enrollments. During the calendar year in which this Agreement becomes effective, the production levels will be pro-rated for effective dates which do not coincide with a January 1st effective date. For example:

## "XYZ" FMO Production

Annual Target	3200 Enrollments
"XYZ's" January effectives production	2100 enrollments
"XYZ's" required production for the next 11 months	1100 enrollments
"XYZ's" pre-rated monthly production	100 enrollments

## Individual Leads

Cigna-HealthSpring is not responsible for supporting the Agency with leads or financial support in their prospecting efforts. During a visit with the prospect, Agency or Subordinate Agency, Broker or Agent can present the Cigna-HealthSpring Medicare Advantage products with full disclosure and enroll the prospect. Referrals may only be sought in accordance with Cigna-HealthSpring policy and CMS guidelines. Agency or subordinate Agency, Brokers or Agents must follow all guidelines and regulations that govern the proper procedure for prospecting, and selling, Cigna-HealthSpring products including all requirements set forth under MIPPA and the CMS Medicare Marketing Guidelines.

# SECTION II

## CHANNEL DISTRIBUTION ALIGNMENT

### Agent Qualifications

To be an authorized Cigna-HealthSpring Agent/Broker, you must:

- › Complete Agent/Broker credentialing administered by Cigna-HealthSpring or its designee.
- › Complete the Cigna- HealthSpring Agent/Broker certification training and pass the required certification examination.
- › New or returning Agents (if previously terminated) are recommended to complete face-to-face Agent orientation training conducted by Cigna-HealthSpring sales management in the market(s) where the Agent intends to sell.
- › Be a licensed health agent in the Cigna-HealthSpring state(s) in which you intend to sell and submit applications to Cigna-HealthSpring, be in good standing, and supply Cigna-HealthSpring with a copy of the license upon request.
- › Be appointed by Cigna-HealthSpring as an Agent, where applicable.
- › Have an executed agreement with FMO, SGA, MGA, GA or Cigna-HealthSpring, as applicable.
- › Comply with all legal, compliance and regulatory guidance in accordance with applicable state, federal law and Cigna-HealthSpring policies.
- › Receive continuing education relative to the current Medicare Advantage/Prescription Drug Plan products and comply with any changes that occur relative to this program.
- › Attend sales staff informational meetings in order to stay informed of compliance and regulatory changes, procedural changes, network changes, etc.
- › Pass the annual recertification examination administered by Cigna-HealthSpring or its designee.
- › Participate in integrity oversight evaluations and the Cigna-HealthSpring Sales Development Action Program as required by CMS and Cigna-HealthSpring.
- › Have reasonable accessibility for receiving communications concerning immediate regulatory or network changes (i.e., phone, email, fax, pager, voicemail, etc.).
- › Maintain a proficiency in, and knowledge of, Cigna-HealthSpring's Medicare Advantage/ Prescription Drug Plan products as well as all necessary compliance requirements.
- › Comply with Cigna-HealthSpring sales performance and disciplinary standards as set forth in Cigna-HealthSpring policies and procedures, herein incorporated by reference.
- › Have an executed HIPAA Agreement for Agents affiliated with an Agency, or have a Business Associate Agreement for Agents directly contracted with Cigna-HealthSpring.



## Errors and Omissions

Agency shall, at all times during the term of this Agreement, maintain Errors and Omissions Insurance in amounts consistent with industry standards, but at no time less than \$1,000,000 per occurrence and \$1,000,000 aggregate limit, with a reasonable deductible. Agency shall request that notice be provided to Cigna-HealthSpring by the insurer of any reduction, modification, cancellation or termination thereof. Agency shall promptly provide evidence to Cigna-HealthSpring such coverage is in force from time to time upon Cigna-HealthSpring's request. Agency shall notify Cigna-HealthSpring immediately if such insurance is or will be reduced, modified, canceled or terminated. Further, the Agency shall ensure all individuals employed by or contracted with Agency, including Subordinate Brokers or Agents, shall maintain Errors and Omissions Insurance in amounts consistent with industry standards, but at no time less than \$250,000 per occurrence and \$250,000 aggregate limit, with a reasonable deductible, or the applicable state required coverage amounts, and to provide evidence of such coverage upon request by Cigna-HealthSpring. Failure to maintain adequate Errors and Omissions insurance in accordance with this Agreement is considered a breach of the Agreement and may be cause for termination of the Agreement. Failure to maintain Errors and Omissions insurance will lead to disciplinary actions up to and including immediate termination in accordance with Cigna-HealthSpring policies and procedures.

## Contracting and Changing Hierarchies

Most contracted Agents who are appointed to sell for Cigna-HealthSpring, align under a company-approved and contracted General Agency or FMO. When an Agency/Agent changes hierarchies, residual override commissions are retained by the hierarchy structure and are subject to the contract terms in place at the time of the original sale.

## Agency/Agent Request to Change Hierarchies with a New General Agency or FMO

- ▶ The Agent/Agency must be in good standing with Cigna-HealthSpring. The Agent/Agency cannot be under investigation internally or externally, must have acceptable compliance metrics, sufficient sales, not be in debt to Cigna-HealthSpring, not have third party paper prohibiting a move in hierarchy, and must possess an active writing number with Cigna-HealthSpring.
- ▶ An Agent/Agency must transfer to the same or lower contract level with the new FMO/topline Agency. The Agent/Agency may only upgrade to a higher contract level after six months from the change date and if production requirements are met.
- ▶ The Agent/Agency must be successfully released from the current FMO/topline Agency before any move can be made to a new FMO/topline Agency. A successful release can be accomplished in one of three ways:
  1. Obtain a release letter signed by the current FMO/topline Agency.
  2. If the Agent has been continuously active under the same FMO/topline Agency for at least the previous six months but has not produced any business during that time, no release is required to change hierarchies.

3. If the FMO/topline Agency is unwilling to grant a release, and the Agent/Agency has produced business in that previous six months, the Agent/Agency can submit a signed and dated “Request for Release from FMO/Topline Form” to the Contracting Department via email (contracting.mailbox@healthspring.com). This will serve as the Agent’s/Agency’s intent to make a change to a new FMO/topline Agency and will start the six-month waiting period to be eligible to switch hierarchies without a release. After the initial acknowledgement of the change request, no additional notices or reminders will be sent from Cigna-HealthSpring regarding the eligibility date. At the end of that six-month period the Agent/Agency would be free to re-contract under another FMO/topline Agency regardless of any business written. The accepting FMO/topline Agency is responsible for collecting the required paperwork and onboarding the Agent/Agency in Producer Express (Sircon).
- › Agents and other entities in the FMO Hierarchy are permitted to change sales hierarchies no more than once per calendar year under the six-month notice scenario.

### **Agency/Agent Request to Change Hierarchies within the Same Field Marketing Organization (FMO)**

The FMO/topline Agency has discretion to move and change the level of Agents and solicitors within their hierarchy structure at a reasonable frequency.

The FMO/topline Agency does not need the consent of the Agent or Agency to complete a move or downgrade within its own hierarchy. The FMO/topline does, however, need to notify the Agent/Agency of the move or downgrade. The FMO/topline Agency will initiate/submit any move or downgrade requests to Cigna-HealthSpring Contracting. Residual override commissions are retained by the hierarchy structure and are subject to the contract terms in place at the time of the original sale.

When an Agent/Agency is moved, the contracted downline will move along with the Agent/Agency, unless other arrangements are requested by the FMO/topline Agency and approved by Cigna-HealthSpring.

# SECTION III

## SUSPENSION AND TERMINATION

### Suspension of Sales and Marketing

Cigna-HealthSpring expects you to comply with all Centers for Medicare & Medicaid Services (CMS) regulations, state and federal laws, guidelines, and Cigna-HealthSpring rules, policies, and procedures.

- › If at any time your performance or action damages or threatens to damage any Medicare beneficiary or the reputation of Cigna-HealthSpring or does not meet the Cigna-HealthSpring's standards, Cigna-HealthSpring can, at its discretion, initiate suspension of your sales and marketing activities.
- › A determination to suspend can also be based on the severity of an allegation(s), the number of pending complaints or investigations, the nature and credibility of information initially provided, and/or the number of members or consumers affected, and can be based on other oversight criteria. In such cases, suspension is effective until the investigation is completed and a final disciplinary recommendation has been made.
- › Cigna-HealthSpring may be required to report the suspension to the applicable state or government agency.

### Suspension Process

- › When a recommendation to suspend your sales and marketing activities is made, you will be mailed a suspension notification via certified mail from Cigna-HealthSpring Contracting with a copy, sent via email, to your FMO or upline.
- › You are not to solicit or sell Cigna-HealthSpring products while on a suspension status.
- › New business written during the suspension period will not be eligible for commission and would be a significant violation.
- › Cigna-HealthSpring will satisfy state department of Agency suspension reporting requirements with notification to the appropriate state Agencies.

### Temporary Hold Status

Depending on the circumstances, an Agent may be placed on "temporary hold". The status of "temporary hold" means:

- › You are not to solicit or sell Cigna-HealthSpring products while on a temporary hold status.
- › Any outstanding commissions will continue to be paid during this period.
- › We are not obligated to report your status to a government agency unless further action is required.

## Agent Termination: Not-For-Cause and For-Cause

All contract and appointment terminations are classified Not-for-Cause or For-Cause. Termination of appointment may be recommended by Cigna-HealthSpring, the Field Marketing Organization (FMO), the General Agency (GA), a regulatory agency, state Department of Insurance, or an Agent may request a voluntary termination or an alteration to the FMO hierarchy.

### Not-for-Cause Termination (Agent/Agency)

A Not-for-Cause termination can be initiated by your FMO, GA, Cigna-HealthSpring, or you, for any reason including but not limited to relocation, expired license, expired errors and omissions insurance coverage. The following process is followed when a Not-for-Cause termination is requested.

- › Termination requests may be submitted to Contracting at [contracting.mailbox@HealthSpring.com](mailto:contracting.mailbox@HealthSpring.com), with subject line: "Termination."
- › The terminated Agent/Agency will be mailed a termination notification via certified mail which will identify the effective termination date.
- › State level appointments will be terminated in conjunction with Federal and State requirements.
- › When an Agency is terminated: Any downline Agents/Agencies will be moved under the next highest entity in the hierarchy.
- › Termination will cease payment of commissions.

### Agent

If you are terminated by your FMO/topline Agency and are in good standing with Cigna-HealthSpring, (i.e., not under investigation internally or externally, have acceptable compliance metrics, sufficient sales, not in debt to Cigna-HealthSpring and/or current upline, do not have third party paper prohibiting a move in hierarchy,), you may re-contract under a new hierarchy or direct to Cigna-HealthSpring. If re-contracting, onboarding, certification, and activation are complete within 30 days of the termination date, commissions and renewals may be restored. Certification after termination will include a face to face workshop requirement if this has not been done within the prior 12 months.

### Agency

If an Agency is terminated by its FMO and is in good standing with Cigna-HealthSpring, the Agency may re-contract under a new hierarchy or direct to Cigna-HealthSpring.

## For-Cause Termination

A For-Cause termination can be initiated by Cigna-HealthSpring or by an external regulatory agency.

- A For-Cause termination notification letter, detailing the offense, termination effective date, and the appeal process, is sent to you via certified mail.
- Your FMO or upline is emailed a copy of your notification letter.
- State level appointments will be terminated in conjunction with Federal and State requirements. Communication to any state in which the Agent/Agency is appointed will be made in accordance with all Federal and State requirements.
- When an Agency is terminated, any active downline Agents/Agencies will be moved under the next highest entity in the hierarchy.
- Termination will result in the Agent/Agency being ineligible to receive any further commission payments.
- In some cases, as directed by the Cigna-HealthSpring Sales Development Action Committee, your profile in the contracting systems could also be marked as “Do Not Re-Contract”.
- If you are termed for cause due to compliance and/or other disciplinary reasons, per our policy, you must wait at least one year before applying for reinstatement.

## “Do Not Re-Contract” Reconsideration Process

If you are flagged “Do Not Re-Contract”, you may not contract with any Cigna company or its affiliates, including but not limited to all Cigna-HealthSpring and commercial products.

The following is the process by which you may request reconsideration of your “Do Not Re-Contract” status:

- When you receive your termination letter, you have ten (10) business days to appeal by submitting the Request for Reconsideration of Appointment to the Contracting inbox. Please send it via email to [contracting.mailbox@HealthSpring.com](mailto:contracting.mailbox@HealthSpring.com).
- If there are no open violations against you, the request will be considered at the next Sales Development Action Committee (SDAC) meeting. If there are open violations, the appropriate sales leader and you will be notified via email or telephone that the reconsideration request will not go to the committee until the open violation(s) have been closed.
- The reconsideration request, along with any pertinent new information, is reviewed by the SDAC. When the committee has made a determination, the outcome will be documented in your Agent file and you will be notified in writing with an electronic copy to your FMO.
- If you are approved for reinstatement, you will be required to re-contract by submitting a new contracting packet.
- If you are not approved for reinstatement, you must wait at least one year before submitting any additional request for reconsideration.

# SECTION IV

## RECRUITMENT ETHICS

### **A Request to Our Partners**

When recruiting new Agents as you build your Agency, it is often common to come across existing Cigna-HealthSpring Agents and Agencies. As a rule, we request you respectfully walk away from any current Cigna-HealthSpring Agent or Agency, if the Agent or Agency is writing under an existing hierarchy or is direct with Cigna-HealthSpring.

In an effort to minimize running into existing Cigna-HealthSpring Agents, each local market has the capacity to scrub your recruiting lists against active Cigna-HealthSpring Agents. Please submit to your local market manager before starting your mail or call campaign.

We at Cigna-HealthSpring look forward to partnering with you as you grow your organization. We encourage all of our selling partners to maintain the highest levels of professionalism, courtesy and respect toward others.

# SECTION V

## COMMISSIONS

### Commissions - Individual Sales

Enrollments must be a result of the direct contact between the Agency or Subordinate Agency, Broker or Agent and the individual prospect. Cigna-HealthSpring will pay a commission for each individual whom Agency or Subordinate Agency, Brokers or Agents enroll in a Cigna-HealthSpring Medicare Advantage/ Prescription Drug Plan. Commissions are paid per the current commission schedule set forth annually, located on Cigna-HealthSpring Sales Learning Management System. The allocated portion of the commission payments will be paid directly to the Agency and Agent of Record during the normal commission payment schedule as set forth by Cigna-HealthSpring policy unless otherwise agreed between the parties.

### Assignments of Commissions (AOC)

Definition: A document which defines how an Agent commission is paid at the time a member is enrolled, and for all future payments on that enrollee, should the member remain on the books with Cigna-HealthSpring. The AOC simply directs current and renewal Agent commissions related to the specific member to the direct upline Agency. The AOC only pertains to business written as of the day the agreement is signed forward.

### Agreement to Service the Member (ASM)

Definition: An executed document between the Assignee Agency and Cigna-HealthSpring which allows Cigna-HealthSpring to continue to pass through the Agent portion of renewals once the Agent has been terminated from the FMO hierarchy or from Cigna-HealthSpring.

CMS only allows Cigna-HealthSpring to pass through Agent level commission payments if the Agent is actively licensed, appointed and certified. In the case of an AOC, the ASM was developed to allow for Cigna-HealthSpring to demonstrate to CMS there is a new Agent within the Assignee's organization dedicated to the service of that orphaned member (Agent of Record or AOR).

### ASM Policy

If something happens to the Assignee Agency's ASM Agent of Record on file with Cigna-HealthSpring, (e.g., termination, death, resignation, etc.), the Agency is accountable for initiating notification to Cigna-HealthSpring and appointing a new ASM. The Assignee Agency will have 10 business days to notify Cigna-HealthSpring of an AOR change through submission of a new ASM in order to receive commission for that membership.

## New Application Commission Payments

In order to be eligible to receive a commission payment from Cigna-HealthSpring, both the Agent and Agency should be properly contracted, licensed, trained and appointed (based on each state regulations) prior to making a sale. Should these criteria not be met, a commission payment will not be administered to any and all parties, including hierarchy, related to the enrollment when the writing Agent is non-compliant. In the event an Agency is non-compliant the specific Agency will not receive commission payment but all other compliant entities in hierarchy will receive payment. Cigna-HealthSpring commission payments on new applications are made per the schedule provided and located on Cigna-HealthSpring Sales Learning Management System. Payment schedules may be changed annually.

## Commission Department Services

The Commission Department exists to process new application, chargeback, CMS reconciliation and renewal commission payments, as well as to provide service to the Agent and Agency partners surrounding these payments. Any inquiries to the Commission Department should be sent from the broker partner through secure messaging via Cigna-HealthSpring's secure web portal or another secure portal utilized by the broker partner. Inquiries are very important to the Commission Department and all inquiries will receive a response within two business days of receipt, except during high volume periods such as following the January renewal payment and the 1/1 new sales cycles. All commission inquiries should be made to [commissions@HealthSpring.com](mailto:commissions@HealthSpring.com).

## Commission Statements

During pay periods in which an Agent or Agency has transactions (new application, chargeback, CMS reconciliation or renewal records), a commission statement will be generated. Statements are emailed to all producers via secure email from the Commission Department and registration to this site (log-in and password) is required to access the statements. For Arizona agents/agencies on a legacy Cigna AZ contract, the commission statements are accessible within the Evolve portal and are not emailed unless requested from Cigna Producer Commissions.

Currently, Cigna-HealthSpring uses Zix as the secure email site. Agents or Agencies who have trouble opening their statements through the secured Zix system, should contact Cigna-HealthSpring Customer Service at 800-284-8346.

All commission statements outline the activity which has occurred within the given pay period for each producer.



## Selling an Active Commissionable Book of Business

Subject to CMS rules and regulations, as amended from time to time, and when approved by Cigna-HealthSpring management, Agents and Agencies may be permitted to transfer their active commissionable book of business (book) to another Agent or Agency in good standing with Cigna-HealthSpring if the transfer is the result of an acquisition, merger, sale, consolidation, or other legal transaction. In order to qualify, the transferring Agent/Agency must provide the following in writing to the Cigna-HealthSpring account manager at least ninety (90) days prior to the effective date of the transfer:

- › Current Owner name and writing number
- › New Owner name and writing number
- › Documentation that demonstrates the legal transfer of the commissionable book of business
- › Proposed effective date of transfer
- › An attestation from the new owner that the new owner shall continue servicing the transferred book of business

Upon receipt of the request, Cigna-HealthSpring management will review the information provided, confirm that both the transferring Agent/Agency and the accepting Agent/Agency are in agreement and make a determination after any additional documentation requested by Cigna-HealthSpring is received and reviewed. If approved, the effective date of the transfer can be no earlier than the date of initial notification indicated above. Completion time varies depending upon the book size. Cigna-HealthSpring shall not be responsible for any payments made to the wrong Agent/Agency if Cigna-HealthSpring does not receive at least ninety (90) days prior advance notice of the proposed transfer's effective date.

In order for the new Agent or Agency to receive on-going commissions, all regular commissionable criteria must be met, including, but not limited to, an active agreement, appropriate state licensure and appointment and plan year certification.

# SECTION VI

## OVERSIGHT

### Compliance/Oversight Responsibility

The Agency agrees to regularly review the performance of its data, as well as its Agent's data and, if applicable, any subcontractor Agency and Agent data as part of its normal operations to confirm ongoing compliance and to ensure any identified corrective actions are undertaken and effective. While Cigna-HealthSpring is ultimately responsible to CMS for the sales and marketing activities of Agency, Agency acknowledges and agrees that Cigna-HealthSpring will oversee and hold Agency accountable for the functions and responsibilities described in the Medicare Advantage and Medicare Part D regulatory standards and the performance of all services. The Agency must maintain an effective Compliance Program and Standards of Conduct, and require its employees, agents and all subcontractors to act in accordance with the requirements. The Agency will provide a copy of its current Compliance Program and Standards of Conduct annually or when revised.

Agents must actively participate in the Cigna-HealthSpring oversight program, the thresholds and standards of which may be changed or enforced in the sole discretion of Cigna-HealthSpring, and which may include, but is not limited to:

- a. Periodic review of Agent's contractual obligations to ensure Agent is meeting requirements;
- b. Participation in Cigna-HealthSpring's Ride Along Program which consists of a Cigna-HealthSpring representative attending sales presentation(s) with the agent to meet a potential customer, performing a mock review whereby no potential customer is present, or reviewing a telephonic recording. Agents are evaluated to ensure their presentation meets Cigna-HealthSpring and CMS requirements and must receive a passing score;
- c. Participation in Cigna-HealthSpring's Secret Shopper Program which consists of a trained individual, with an outside vendor, actively approaching a sales event and/or scheduling a meeting with an Agent to ensure the Agent's presentation meets CHS and CMS requirements. Agent must receive a passing score;
- d. Review of applications to ensure they are completed per Cigna-HealthSpring and CMS standards;
- e. Review of Scope of Appointments to ensure they are obtained and completed per Cigna-HealthSpring and CMS standards;
- f. As applicable, ensure sales events are approved by Cigna-HealthSpring prior to event and within the CMS timeframe for submission;
- g. Regularly review Agent's rapid disenrollment rate to ensure it does not exceed acceptable thresholds;
- h. Ensure applications are submitted timely per Cigna-HealthSpring and CMS Policy;
- i. Regularly review Agent's complaint rate to ensure it does not exceed acceptable thresholds;
- j. Regularly review Agent's void rate to ensure it does not exceed acceptable thresholds;
- k. Periodic review of other Cigna-HealthSpring policies and procedures to ensure compliance.

Cigna-HealthSpring has implemented a disciplinary action program which is managed by the Sales Development Action Committee (SDAC). The SDAC is comprised of senior leadership within Cigna-HealthSpring and meets regularly to review potential Cigna-HealthSpring and CMS policy violations by the Agent. Policy violations may trigger a remediation/corrective action plan which the Agent must complete. Remediation/corrective action plans may include, but are not limited to:

- a. Retraining;
- b. Meeting w/a CHS representative to review the violation(s) and discuss policy requirement(s);
- c. Ride Alongs;
- d. Secret Shops;
- e. Formal Audit;
- f. Financial Penalty;
- g. Suspension of selling activity which must be reported to state and federal agencies;
- h. Temporary hold of selling activities;
- i. Termination of contract.

## Reporting of Identified Compliance Issues

Agent will report all identified issues which are violations of CMS or plan policy requirements affecting his or her selling privileges to Cigna-HealthSpring upon discovery. Upon identification of issues which are violations of CMS or plan policy requirements, Agent agrees to cooperate with Cigna-HealthSpring by providing any and all documentation required to evaluate, correct and monitor the identified issue.

## Marketing Materials

Any branded marketing materials, or materials which disclose Cigna-HealthSpring benefits, including but not limited to letters, brochures, and advertisements mailed or distributed to Cigna-HealthSpring customers and potential enrollees, telemarketing scripts, and packaging prepared or produced by Agent must be submitted to Cigna-HealthSpring for review and approval prior to use to ensure compliance with federal and state laws, rules, regulations, CMS guidance, and Cigna-HealthSpring requirements.

## Prohibition of Payment/Gifts/Incentives to Beneficiaries

The Agency shall not provide or offer gifts or payments to a Medicare Advantage and/or Part D beneficiary as an inducement to enroll in a Medicare Advantage and/or Part D Product. The Agency may provide an individual eligible for Medicare Advantage and/or Part D a gift of nominal value, so long as the gift is provided whether or not the individual enrolls in the plan. For purposes of this Agreement, nominal value is defined as an item having little or no resale value and which cannot be readily converted into cash. Generally nominal value gifts are worth less than fifteen dollars (\$15.00). Cash gifts or gifts readily converted into cash are prohibited in any amount, as are charitable contributions in the name of potential enrollees. In addition, while the Agency may describe legitimate benefits the individual eligible for Medicare Advantage and/or Part D may receive, the Agency 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 individuals. Please refer to the CHS policy for additional guidance, as changes in federal and state laws, rules, regulations, and CMS guidance may occur from time to time.

## Unsolicited Contacts

The Agency, its agents or subcontractors may not do any of the following:

1. Place any outbound marketing calls to customers or to beneficiaries unless the beneficiary requested the call;
2. Place calls to former customers who have disenrolled or to current customers who are in the process of voluntarily disenrolling, to market plans or products. Customers who are voluntarily disenrolling from a plan should not be contacted for sales purposes or be asked to consent in any format to further sales contacts;
3. Place calls to customers or beneficiaries to confirm receipt of mailed information;
4. Place calls to customers or beneficiaries to confirm acceptance of appointments made by third parties or independent agents;
5. Approach customers or beneficiaries in common areas (i.e. parking lots, hallways, lobbies, etc.);
6. Place calls or visit customers or beneficiaries who attended a sales event, unless the customer or beneficiary gave express permission at the event for a follow-up visit or call. Any such permission must be event specific and shall not be treated as open-ended permission for future calls. Any such permission must be documented;
7. Place calls based on referrals. If an individual would like to refer a friend or relative to an agent or plan sponsor, the agent or plan sponsor may provide contact information such as a business card that the individual may give to the friend or family member. In all cases, a referred individual needs to contact the plan or agent/broker directly.

The Agency, its agents, and/or subcontractors may do the following:

1. Place a call to a customer or beneficiary that the Agency enrolled into a CHS Medicare Advantage and/or Part D plan as long as the customer remains enrolled with the CHS plan; or
2. Place a call to a beneficiary who has expressly given permission for the Agency, agent or subcontractor to contact them, for example by filling out a business reply card or asking a customer service representative of CHS to have an agent contact them;
3. Return phone calls and messages, so long as they were unsolicited;
4. Please refer to CHS policy for additional guidance.

## Inbound and Outbound Scripts

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

## Cross Selling Prohibited

The Agency 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. Please refer to CHS Policy for additional guidance.

## Scope of Appointments

All Agents conducting one-on-one appointments with beneficiaries, regardless of the venue (e.g., in home, telephonic, or library), must follow the scope of appointment guidance.

The Agency, its agents and/or subcontractors must clearly identify the types of products which will be discussed before marketing to a potential enrollee beneficiary and the beneficiary must agree to the scope of the appointment (48-hours in advance when practicable) and such agreement must be documented by the Agent. For example, if a beneficiary attends a sales presentation and schedules an appointment, the Agent must obtain written documentation signed by the beneficiary agreeing to the products which will be discussed during the appointment.

In addition, appointments which are made by Agent over the phone must be recorded in order to provide adequate documentation. The Agent will submit evidence of the required Scope of Appointment along with the sales application, or if no sale is made, maintain the required documentation, providing the Scope of Appointment upon request.

The Agency, its agents and/or subcontractors further agree additional products may not be discussed unless the beneficiary requests the information and any additional lines of business which are not identified prior to the in-home appointment will require a separate Scope of Appointment. Separate appointments cannot be re-scheduled until forty-eight (48) hours after the initial appointment. The Agent may, however, leave the customer materials during the initial appointment so long as enrollment applications are not left with potential enrollees. Please refer to CHS policy for additional guidance.

We require Agents to submit applications within two (2) calendar days which includes Saturday and Sunday. All applications submitted must be accompanied by a Scope of Appointment unless our CHS telescope line was utilized in which case the confirmation number should be written on the application or the sale was made via a recorded telephonic presentation whereby the required Scope of Appointment language is included in the script.

## Marketing in Health Care Settings

The Agency, its agents and/or subcontractors are 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). The Agency, its agents and/or subcontractors may, however, conduct sales and marketing activities 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, you may only schedule an appointment if the beneficiary requested it.

## Sales/Marketing Prohibited at Educational Events

The Agency, its agents and/or subcontractors may not include sales activities, including but not limited to distribution of marketing materials or distribution or collection of Medicare Advantage and/or Part D enrollment applications at educational events. Additionally, the following disclaimer must be included on all advertising materials at an educational event: “For educational purposes only and information regarding a Medicare Advantage and/or Part D plan will not be available.” Materials distributed or made available at an educational event must be free of plan-specific information, (including plan-specific premiums, co-payments, or contact information), and any bias toward one plan type over another. An educational event is one that is sponsored by a health insurance plan or by outside entities and are promoted to be educational in nature such as health information fairs, conference expositions, state- or community-sponsored events. Please refer to CHS policy for additional guidance.

The Agency, its agents and/or subcontractors may not:

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

## Prohibition on the Provision of Meals

The Agency, its agents and/or subcontractors 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. You 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. Please refer to CHS policy for additional guidance.

## Required Disclosure

The Agency, its agents and/or subcontractors 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 Cigna-HealthSpring, and its applicable affiliates offering Medicare Advantage and/or Medicare Part D plans. The person may be compensated based on your enrollment in a plan.”

## License

The Agent warrants and represents that it is properly licensed, certified, and/or registered under applicable state laws to sell and/or market Medicare Advantage and/or Medicare Part D products in the state(s) where there is intent to sell and/or market CHS products. The Agency further warrants and represents that all of their individual agents and downline subcontractors are also properly licensed, certified, and/or registered under applicable state laws to sell and/or market Medicare Advantage and/or Medicare Part D products in the state(s) where there is intent to sell and/or market CHS products.



## Contact information

All information is required to complete contracting

**Please Check if you will be conducting Telephonic Enrollments**

Last Name, first name, middle initial	Date of Birth	Social Security Number	
Address	City	State	Zip Code
Business Phone	Cell Phone	Fax Number	E-mail Address
Please list all websites and/or website affiliations:			

### Provider business office locations for last five years:

*Ex: 10/12*

Business address	City	State	ZIP Code	From	To
Business address	City	State	ZIP Code	From	To
Business address	City	State	ZIP Code	From	To

### Professional designation:

*Ex: 10/12*

Type of professional designation	From	To
Type of professional designation	From	To
Type of professional designation	From	To

### List any insurance agency affiliations for the past five years:

Name of agency	City where agency is located	From	To
Name of agency	City where agency is located	From	To

**Please indicate the service area(s) in which you plan to sell HealthSpring (please select all that apply):**  
*(You MUST have a currently active state Health license in all of the states for the service areas you selected below)*

- |          |          |             |              |
|----------|----------|-------------|--------------|
| Alabama  | Delaware | Indiana     | N. Carolina  |
| Arizona  | Florida  | Kansas      | Pennsylvania |
| Arkansas | Georgia  | Maryland    | S. Carolina  |
| D.C.     | Illinois | Mississippi | Tennessee    |
|          |          | Missouri    | Texas        |

**Additional information:**

If an answer to any of the following questions is "yes," attach details on separate sheet of paper.

	Yes	No
A. Has your license to sell insurance or HMO Products ever been denied, suspended or revoked by any state? .....		
B. Have any complaints been filed against you with the State Department of Insurance or any other insurance regulatory board or agency within the last five years? .....		
C. Have you ever been denied appointment or renewal appointment by any insurance and/or managed care company? .....		
D. Have you ever been party to a lawsuit relating to the insurance or managed care industry? 1. Have any settlements ever been made on your behalf? 2. Are there any claims or cases presently filed or pending against you? .....		
E. Have you ever filed for bankruptcy? .....		
F. Have you ever been convicted or are you currently in arrears or under investigation or an affidavit of support or in any other jurisdiction? .....		
G. Are any legal actions pending against you by any employer, client, former associate, partner, state board of insurance, law enforcement agency or professional group or organization? .....		
H. How long have you sold individual and/or group HMO products? .....		
I. How long have you been in the insurance business? .....		
J. Do you speak any foreign language? If yes, indicate language(s): .....		

I certify that the above statements are true and complete and no misrepresentations are contained with the application or attachments.

Signature \_\_\_\_\_

Date \_\_\_\_\_



**Active appointments with insurance and/or managed care companies:**

Company Name _____	From _____	To _____
Company Name _____	From _____	To _____
Company Name _____	From _____	To _____
Company Name _____	From _____	To _____

**Authorization and release:**

I understand that Cigna-HealthSpring Inc. will verify that the information in this application is correct and I hereby authorize Cigna-HealthSpring Inc. or its representatives to contact and obtain information references in this application from an individual present or former client, insurer, corporation or other business entity, regulatory or licensing agency, or state, city or federal agency.

By applying for appointment with Cigna-HealthSpring Inc., I extend absolute immunity to, and release and hold harmless from any and all liability: (i) Cigna-HealthSpring Inc., its representatives, employees, trustees, directors, and officers; (ii) any individual, present or former client, insurer, corporation, or other business entity, regulatory or licensing agency, or state, city or federal agency providing information, their representatives, employees, trustees, directors and officers; (iii) any third party for any acts, communications, reports, records, statements, documents, recommendations or disclosures involving me, requested or received by Cigna-HealthSpring Inc. and its representatives to, from, or by any third party, including otherwise privileged or confidential information.

I certify that the above statements are true and complete and no misrepresentations are contained within the application or attachments.

\_\_\_\_\_

Name (please print)

Signature

Date

**Application for appointment includes:**

Completed application, with signature on authorization and release above  
Copy of Current State License(s)

Return completed application along with required documents to:

Corporate Contracting  
[Contracting.mailbox@healthspring.com](mailto:Contracting.mailbox@healthspring.com)  
Attn: Corporate Sales Operations  
500 Great Circle Rd  
Nashville TN 37228



### Assignment of Commissions

To \_\_\_\_\_ Tax ID \_\_\_\_\_

(Legal entity to which Commissions are being assigned, hereinafter the "Assignee")

Assignee's Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

For valuable consideration, the undersigned, herein called the "Assignor", hereby assigns to Assignee all of the Assignor's rights, title, interest, claims or demands in and to any and all compensation now due and payable, or which may become due and payable, under existing contracts and agreements (the "Agreement") heretofore entered into by and between Cigna-HealthSpring (as defined in the Agreement and herein referred to as the "Company") and Assignor.

Assignor hereby authorizes and empowers the Company to pay Assignee all compensation (including but not limited to agency administrative commissions) now due, or which may become due, under the Agreement until such time as Assignor terminates this assignment by written notice to the Company. In the event of a termination of this assignment, all changes will be applied on a prospective basis. Assignor acknowledges and agrees that such payment of compensation to Assignee shall constitute payment of such compensation to the Assignor as if paid directly to the Assignor and the Company shall be fully released from any and all responsibility and liability to the Assignor for such payments.

Assignor hereby acknowledges and agrees that assignment of compensation payable under the Agreement does not release or otherwise relieve Assignor of any obligation or responsibility under the Agreement including, but not limited to, the obligation to pay commissions to any applicable "downline" sales agencies or agents within Assignor's hierarchy; and/or the obligation to reimburse the Company for compensation payments due to the disenrollment of beneficiaries from a Company plan within the first three months of enrollment (rapid disenrollment), and any other time a beneficiary is not enrolled in a Company plan, as required by federal laws, rules, regulations, the Medicare Marketing Guidelines and other CMS instructions.

Assignor hereby represents and warrants that Assignor is the absolute and sole owner of said compensation, the compensation owed to Assignor is free from assignment or encumbrance of any kind or character whatsoever, and has full right and lawful authority to so assign the same. Assignor further represents and warrants that Assignee is authorized to sell the Company's products pursuant to an existing contract or agreement heretofore entered into by and between the Company and Assignee.

Assignor acknowledges and agrees that this assignment will be invalid if, at any point during this assignment, the statements made herein by Assignor are no longer true and accurate, including, but not limited to those concerning Assignee's contractual relationship with the Company.

The Assignor shall at all times defend, indemnify and hold harmless the Company and its officers, agents, and employees from and against any and all suits, actions, losses, damages, claims, expenses (including but not limited to the Company's legal expenses) and liability of any character, type or description arising out of the execution or performance of this assignment.

Assignor Signature \_\_\_\_\_ Dated \_\_\_\_\_

Assignor Name (Print) \_\_\_\_\_

Assignee Signature \_\_\_\_\_ Dated \_\_\_\_\_

## Greetings from Cigna-HealthSpring

Thank you for your interest in partnering with Cigna-HealthSpring to offer our products to Medicare beneficiaries to help meet their health care needs! You can feel confident that at Cigna-HealthSpring we are dedicated to improving the health of the communities we serve by delivering the highest quality and greatest value in health benefits and services and look forward to welcoming you to our team.

### What happens next?

Your first step in the on-boarding process is to complete all contracting paperwork. Please refer to the Contracting Checklist included in your contracting kit as a tool to help guide you through this process.

- Upon completing the contracting process you will receive an email with instructions on how to become certified at the Cigna-HealthSpring Producers' University (CignaHealthSpringProducers.com).
- You'll need to complete all certification requirements and pass your universally accepted Medicare Training exam (AHIP, Pinpoint, or Gorman) with a score of 90% or higher.
- You'll also need to complete the Cigna-HealthSpring required courses with a passing score of 85% or higher. This includes our New Agent Training that is designed to introduce you to Cigna-HealthSpring processes and tools.
- Your local market may also invite you to an optional face-to-face training meeting to share any local market practices and information with you.

You will receive a writing number and welcome email within 3 business days of completing your training requirements. Please make sure that you do not begin marketing our plans until you have received your Welcome/Ready-to-Sell notification email or letter.

If you have any questions or need assistance with any part of the on-boarding process, please do not hesitate to contact Cigna-HealthSpring Sales Operations at [contracting.mailbox@healthspring.com](mailto:contracting.mailbox@healthspring.com), and we will be happy to assist you.

Good luck in completing this process and we look forward to welcoming you to our team of individuals dedicated to helping our customers get more out of life!

Thank you!





## **Downline Agent Contracting Checklist:**

**Copies of valid licensing for each market you intend to sell in**

**Agent Application**

**Release Authorization and Fair Credit Reporting Act Disclosure**

**Subordinate Agent Agreement**

**Hierarchy Form**

Please fill out Hierarchy form, including every level of upline

**EFT Form (accompanied by voided check)**

Complete this form if you would like Direct Deposit, if not you will be mailed a check

**Assignment of Commissions** (applies only to agent assigning commissions to upline agency)

**W-9**



**RELEASE AUTHORIZATION AND  
FAIR CREDIT REPORTING ACT DISCLOSURE**

*The applicant for contracting acknowledges that this company may now, or at any time while contracted, verify information within the contract. In the event that information from the report is utilized in whole or in part in making an adverse decision, before making the adverse decision, we will provide to you a copy of the consumer report and a description in writing of your rights under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.*

*Please be advised that we may also obtain an investigative consumer report including information as to your character, general reputation, personal characteristics, and mode of living. This information may be obtained by contacting your present and previous employers or references supplied by you. Please be advised that you have the right to request, in writing, within a reasonable time, that we make a complete and accurate disclosure of the nature and scope of the investigation requested.*

*Additional information concerning the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., is available at the Federal Trade Commission's web site (<http://www.ftc.gov>).*

***By signing below, I hereby authorize all entities having information about me, including present and former employers, personal references, criminal justice agencies, departments of motor vehicles, schools, licensing agencies, and credit reporting agencies, to release such information to the company or any of its affiliates or carriers. I acknowledge and agree that this Release and Authorization shall remain valid and in effect during the term of my contract.***

***For California\*, Minnesota, and Oklahoma Applicants Only:*** A consumer investigative report will be obtained through General Information Services, Inc., PO Box , Chapin, SC 29036. If an **investigative consumer report** and/or consumer report is processed, I understand that I am entitled to receive a copy.

*I have indicated below whether I would like a copy. Yes \_\_\_\_\_ No \_\_\_\_\_ Please check the box that applies*

Date: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_

Print Name: \_\_\_\_\_

*Para informacion en espanol, visite [www.ftc.gov/credit](http://www.ftc.gov/credit) o escribe a la FTC Consumer Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.*

## **A Summary of Your Rights Under the Fair Credit Reporting Act**

*The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.ftc.gov/credit](http://www.ftc.gov/credit) or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.***

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days. In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if

you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:**

<b>Type of Business:</b>	<b>Contact</b>
<i>Consumer reporting agencies, creditors and others not listed below</i>	<b>Federal Trade Commission: Consumer Response Center - FCRA</b> Washington, DC 20580 1-877-382-4357
<i>National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)</i>	<b>Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6</b> Washington, DC 20219 800-613-6743
<i>Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)</i>	<b>Federal Reserve Board</b> <b>Division of Consumer &amp; Community Affairs</b> Washington, DC 20551 202-452-3693
<i>Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)</i>	<b>Office of Thrift Supervision</b> <b>Consumer Complaints</b> Washington, DC 20552 800-842-6929
<i>Federal credit unions (words "Federal Credit Union" appear in institution's name)</i>	<b>National Credit Union Administration</b> 1775 Duke Street Alexandria, VA 22314 703-519-4600
<i>State-chartered banks that are not members of the Federal Reserve System</i>	<b>Federal Deposit Insurance Corporation</b> <b>Consumer Response Center, 2345 Grand Avenue, Suite 100</b> Kansas City, Missouri 64108-2638 1-877-275-3342
<i>Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission</i>	<b>Department of Transportation, Office of Financial Management</b> Washington, DC 20590 202-366-1306
<i>Activities subject to the Packers and Stockyards Act, 1921</i>	<b>Department of Agriculture</b> <b>Office of Deputy Administrator - GIPSA</b> Washington, DC 20250 202-720-7051

**(CALIFORNIA APPLICANTS ONLY)**  
**CALIFORNIA DISCLOSURE**

The consumer reporting agency, General Information Services, Inc. (“GIS”), will prepare the background report for the Company. GIS is located and can be contacted at: PO Box 353, Chapin, SC 29036, (866) 265-4917, [www.geninfo.com](http://www.geninfo.com). Information about GIS’s privacy practices is available at [www.geninfo.com/privacy.asp](http://www.geninfo.com/privacy.asp).

**A SUMMARY OF YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1786.22**

**(a)** An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.

**(b)** Files maintained on a consumer shall be made available for the consumer’s visual inspection, as follows:

- (1)** In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
- (2)** By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.
- (3)** A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.

**(c)** The term “proper identification” as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver’s license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an investigative consumer reporting agency require additional information concerning the consumer’s employment and personal or family history in order to verify his identity.

**(d)** The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished him pursuant to Section 1786.10.

**(e)** The investigative consumer reporting agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.

**(f)** The consumer shall be permitted to be accompanied by one other person of his choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer’s file in such person’s presence. The Company may order an investigative consumer report on you in connection with your employment application, and if you are hired, or if you already work for the Company, the Company may order additional such reports on you for employment purposes. Such reports may contain information about your character, general reputation, personal characteristics, and mode of living. The consumer reporting agency, General Information Services, Inc. (“GIS”), will prepare the background report for the Company. GIS is located and can be contacted at: PO Box 353, Chapin, SC 29036, (866) 265-4917, [www.geninfo.com](http://www.geninfo.com). Information about GIS’s privacy practices is available at [www.geninfo.com/privacy.asp](http://www.geninfo.com/privacy.asp).



# Direct Deposit Authorization Form



Connecticut General Life Insurance Company  
 Cigna Health and Life Insurance Company  
 Direct Deposit Unit, C3DDS  
 900 Cottage Grove Road  
 Hartford, CT 06152  
 800.903.7711

**Please read the instructions on the reverse side prior to completing this form.**

PRODUCER NAME (Legal Entity)		TAX IDENTIFICATION NUMBER	PRODUCER CODE
PRODUCER'S BILLING ADDRESS <i>(Street, City, State, Zip Code)</i>			
PRODUCER'S EMAIL ADDRESS			
CONTACT NAME		TELEPHONE	
<b>PLEASE INCLUDE A VOIDED CHECK OR SPECIFICATION SHEET AS REQUESTED IN THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM. YOUR APPLICATION CANNOT BE PROCESSED WITHOUT THIS INFORMATION.</b> <b><u>NOTE: A DEPOSIT TICKET IS NOT ACCEPTABLE.</u></b>			
<b>Please Check One:</b> <input type="checkbox"/> Cancellation <input type="checkbox"/> Enrollment <input type="checkbox"/> Change			
<b>BANK ACCOUNT</b>			
BANK ACCOUNT NUMBER		BANK ROUTING NUMBER <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
BANK ACCOUNT NAME			
<b>LISTED NUMBER REFERS TO: <i>(Please Check One)</i></b> <input type="checkbox"/> Business Checking Account <input type="checkbox"/> Business Savings Account <input type="checkbox"/> Other (personal acct., etc.)			
BANK NAME			
BANK ADDRESS <i>(Street, City, State, Zip Code)</i>			
Authorization is hereby granted to Connecticut General Life Insurance Company, Cigna Health and Life Insurance Company, HealthSpring Health and Life Insurance Company and their affiliates (collectively, "Cigna") to credit said account at the financial institution named above for the purpose of making commission payments. These Cigna companies are also granted authorization to correct inadvertent duplicate payment information. This authorization is to remain in effect until written notification is given to the application Cigna company in writing (at least ten (10) days in advance of any change) on a Direct Deposit Authorization Form.			
AUTHORIZED SIGNATURE <small>Please note that this form must be printed and signed with a "wet" signature for it to be valid</small>			
PRINTED NAME AND TITLE			DATE

## INSTRUCTIONS TO PRODUCER

### Please read before completing the Authorization Form.

1. Use this form for enrollment, cancellation of a service, or a change. If changes are made to a Bank Account (e.g., financial institution or new account number), another application must be filed.
2. To ensure clear, legible copies, please type or print clearly all requested information.
3. **Producer Name:** Please use the full name of the Producer (firm or individual). This name must match the legal entity associated with the TIN (Tax Identification Number). Only one authorization form should be completed for each TIN.
4. **Tax Identification Number:** Please provide the 9-digit number associated with the legal entity firm or the Social Security number for an individual payee.
5. **Producer Code:** Cigna identification number located on the Cigna producer compensation statement (if available).
6. **Producer's Billing Address:** City, State and Zip Code.
7. **Contact Name:** Please provide the name of the individual who should be contacted if this form is incomplete or requires additional information.
8. **Telephone Number:** Please provide the telephone number of the Contact Person.

#### IMPORTANT INFORMATION:

9. A VOIDED CHECK FOR THE ACCOUNT(S) OR A MICR ENCODED SPECIFICATION SHEET (WHICH CAN BE OBTAINED FROM YOUR BANK) MUST BE INCLUDED WITH THIS AUTHORIZATION FORM. PLEASE NOTE: A DEPOSIT TICKET IS NOT ACCEPTABLE.
10. Funds can be electronically credited to any commercial account if the Financial Institution is a member of an Automated Clearing House (ACH). You can confirm this by contacting your Bank.
11. **BANK ACCOUNT INFORMATION:**

**Bank Account Number** - The account number to which Direct Deposits will be made. NOTE: Only one Bank Account number per TIN.

**Bank Transit/Routing Number** - The nine-digit number that identifies your Bank - usually found in the lower left corner of your check. Verify with your Bank.

**Bank Account Name** - Producer, Group or Business name associated with the Bank Account number.

**Bank Name** - Identify the full name of your Financial Institution (e.g. Your Bank, N.A.).

**Address** - the Street Address, City, State and Zip Code for our Bank. Please sign and date the form.

12. Please submit the completed Direct Deposit Form to one of the following addresses listed below:

**Mail: Cigna**  
**Direct Deposit Unit, C3DDS**  
**900 Cottage Grove Road**  
**Hartford, CT 06152-1328**

**Fax: 860-256-6752**

**or**

**Email: [ProducerEFTSet-up@cigna.com](mailto:ProducerEFTSet-up@cigna.com)**

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## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

Social security number
or
Employer identification number

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

### Part II Certification

Under penalties of perjury, I certify that:

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

**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.

<b>Sign Here</b>	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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

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

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

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

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

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

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

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

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

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

**Limited liability company (LLC).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the “Exempt from backup withholding” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

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

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

## Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

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

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

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

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

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

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

### What Name and Number To Give the Requester

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

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

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

## Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

### Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.