

Highmark Appointment Documents - Western Pennsylvania Schedule F

HIGHMARK PRODUCER APPOINTMENT INFORMATION CHECKLIST

(Individual)

Important Notice Regarding Your Appointment as Producer for the Sale of Products Offered Through Highmark Inc.

- Prior to the appointment or reappointment of any insurance producer, Pennsylvania law requires insurance companies that are authorized to transact business within Pennsylvania to make reasonable inquiry to: (i) determine whether the producer could be disqualified from obtaining a new or renewal producer's license under applicable Insurance Department regulations; and (ii) verify other information relevant to a producer's fitness to conduct the business of insurance.
- Additionally, under Federal law, any person who has been convicted of any criminal felony involving dishonesty or breach of trust is prohibited from engaging in the insurance business without the consent of the Pennsylvania Insurance Commissioner.

INDIVIDUAL APPOINTMENT CHECK LIST

- Have you legibly printed or typed your responses to Highmark Inc.'s Individual Appointment Information Form?
- Have you legibly printed or typed your responses in the Appointment Agreement for Highmark Inc. and its affiliated companies and signed the Agreement?
- Have you attached a copy of your current producer license issued by the Commonwealth of Pennsylvania?
- Have you attached proof of Errors and Omissions (E & O) insurance; e.g., a copy of the declaration page from the E & O policy issued by your carrier?
- Have you reviewed the Highmark Privacy and Security Awareness Program Booklet and attached a signed Highmark Privacy and Security Awareness Program Training Certification Form? The Privacy and Security Training Booklet and the Training Certification Form are available via the Producer Portal on the "Resources" tab at producer.highmark.com.
- Have you reviewed The Integrity Process: Highmark Appointed Producer Training booklet and attached a signed Highmark Producer Integrity Process Training Certification form? The Integrity Training booklet and the Training Certification form are available via the Producer Portal on the "Resources" tab at producer.highmark.com.
- Have you enclosed a check made payable to Highmark Inc. for the Pennsylvania Insurance Department's Appointment fee(s):
 - \$60.00 for Commercial Appointment
 - OR**
 - \$75.00 for Commercial and Senior
- If you wish to sell Highmark Senior Markets Medicare Advantage and Part D Prescription Drug Products, have you completed the required annual training and certification and attached your Certificate of Completion? If this certification is not completed prior to appointment and sales/marketing activities, the Producer will be subject to disciplinary action. The Medicare Advantage and Part D Prescription Drug training can be accessed by contacting your General Agency.

Highmark Appointment Documents - Western Pennsylvania Schedule F

HIGHMARK PRODUCER APPOINTMENT INFORMATION CHECKLIST (Individual)

- If you wish to sell Highmark Senior Markets Medicare Supplement Products, have you completed the required training and certification and attached your Certificate of Completion? If this certification is not completed prior to appointment and sales/marketing activities, the Producer will be subject to disciplinary action. The Medicare Supplement training can be accessed by contacting your General Agency.

Return Completed Documents to: ARMS Insurance Group LLC
3000 Lento Boulevard
Bethel Park, PA 15102

Highmark Appointment Documents - Western Pennsylvania Schedule F

HIGHMARK PRODUCER APPOINTMENT INFORMATION FORM (Individual)

Part A – Appointment Information Form

Producer's Name: _____
(As it appears on your Pennsylvania producer license)

Products Lines Selling: Group Individual Under 65 Senior Products All

List any other names by which you conduct business: _____

Producer License Number: _____ (Attach copy of PA producer license)

Agency Name: _____
(Highmark General Producer (Agency) that you will write business through)

Social Security Number: _____ - _____ - _____ Date of Birth: _____
(MM/DD/YY)

Sub Agency Name (If applicable): _____

Sub Agency Business Address:

Street: _____

City: _____ STATE _____ ZIP _____

Producer Residence Address: _____ Street: _____

City: _____ STATE _____ ZIP _____

Telephone Number: (_____) _____

Email: _____

Please answer the following questions:

1. Yes No Have you ever been fined, or has any insurance license or certificate held by you ever been refused, suspended, revoked or been the subject of any administrative or legal action in or by any State, the District of Columbia, the Federal government or any Canadian province?
2. Yes No Are you aware of any past acts, past failures to act or any other facts or events which relate in any way to your fitness or competence to engage in the business of insurance? (e.g. dishonest acts, conviction of a crime, lack of training or experience, etc.)
3. Yes No Do you engage or have you ever engaged in the insurance business as an individual under any name other than the one stated on this form

Note: If you answered "yes" to any of these questions, you are required to provide additional information and full documentation of the facts relating to your answer with this Appointment Information Form.

Reminder: The Appointment application (consisting of the Appointment Information Form and Appointment Agreement) must be completed in its entirety. The application must include as attachments, a check made payable to Highmark Inc. for the Pennsylvania Insurance Department's appointment fee, a copy of your PA producer license, proof of Errors and Omissions Insurance, a signed Highmark Privacy and Security Awareness Program Training Certification Form and a signed Highmark Producer Integrity Process Training Certification Form. Applications missing information or attachments will be returned.

Highmark Appointment Documents - Western Pennsylvania Schedule F

HIGHMARK PRODUCER APPOINTMENT AGREEMENT (Individual)

This Appointment Agreement (“Agreement”) is made effective as of the date set forth below by and among Highmark Inc. (“Highmark”), and its affiliated companies that are identified on Attachment 1 hereto, (“the Highmark Companies”), all with principal offices at Fifth Avenue Place, 120 Fifth Avenue, Pittsburgh, PA 15222 and _____ (“Producer”), an individual whose address is _____

WHEREAS, Producer has been issued a Producer License by the Commonwealth of Pennsylvania Insurance Department (“Department”); and

WHEREAS, Producer has requested one or more of the Highmark Companies to appoint him/her as a producer to sell Highmark Companies' products.

NOW, THEREFORE, intending to be legally bound, the parties to this Agreement agree as follows:

1. Producer warrants that he/she has been issued a valid producer license by the Department and that the license is in full force and effect. Producer further warrants that his/her license reflects lines of authority for the kinds of insurance that Producer intends to sell on behalf of the Highmark Companies.
2. Producer has completed the Producer Appointment Information Form (“Information Form”), attached to this Agreement and made a part of this Agreement, prior to the execution of this Agreement. Producer hereby warrants to the Highmark Companies that the information contained on the Information Form is true and correct as of the date Producer executes this Agreement.
3. The Highmark Companies each hereby appoint Producer to act as each of their representatives in the sale and service of products that each company shall specify from time to time.
4. This Agreement shall become effective on the date signed by Highmark for itself and on behalf of the other companies, and shall be unlimited in duration; provided, however that this Agreement will automatically terminate if, at any time, Producer’s license is no longer valid.
5. Either party may terminate this Agreement, with or without cause, by giving written notice to the other party at the address set forth in this Agreement.
6. The parties agree that nothing contained in this Agreement shall create an employment relationship between them.
7. Each of the Highmark Companies shall have the right, with prior written notice, to conduct periodic audits of the books and records of Producer as such relate to this Agreement.
8. Producer shall obtain and keep in force, during the term of this Agreement, Errors and Omissions Insurance in an amount and, with an insurance carrier reasonably satisfactory to the Highmark Companies. Upon request, Producer agrees to provide the Highmark Companies with a Certificate of Insurance evidencing the required coverage.
9. The Highmark Companies, at each of their option, may assign or transfer this Agreement to any affiliated or successor entity.

Highmark Appointment Documents - Western Pennsylvania Schedule F

**HIGHMARK PRODUCER APPOINTMENT AGREEMENT
(Individual)**

- 10. Producer agrees to comply with all the Highmark Companies' guidelines, procedures and policies, as may be in effect from time to time as well as the terms of the General Producer Agreement.
- 11. Producer agrees to notify the Highmark Companies promptly upon the occurrence of any event which may affect the ability of the Producer to fulfill his/her obligations under this Agreement or affect the status of Producer's license.
- 12. Producer agrees to satisfy all obligations that he/she may have under this Agreement in accordance with applicable federal, state, and local law.
- 13. Producer acknowledges that the Highmark Companies shall make any and all disclosures regarding the appointment and termination of Producer, pursuant to its duty to comply with applicable law.
- 14. Producer acknowledges that the Highmark Companies may amend this Agreement, without prior notice or consent, to comply with a change in applicable law.
- 15. This Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania. The invalidity or unenforceability of any terms or provisions in this Agreement shall in no way affect the validity or enforceability of any other terms or provisions of this Agreement.
- 16. This Agreement, together with any attachments hereto and the General Producer agreement, constitutes the entire Agreement between the parties, and supersedes all other proposals, understandings or agreements, whether written or oral, previously entered into among the Highmark Companies and Producer for the purpose of appointing Producer to sell the Highmark Companies' products. If any language herein conflicts with language or provisions contained in the General Producer Agreement, the language in the General Producer Agreement will control.
- 17. Producer shall be subject to the same limitations on the use and disclosure of Protected Health Information ("PHI") and the Highmark Companies produced data ("Data") that apply to the General Producer through which Producer sells or services the Highmark Companies' Health Benefits Plans. Such limitations are set forth in specific agreements between Highmark and the General Producer. These limitations on use of Data shall apply regardless of the manner in which Producer received Data.

NOW, THEREFORE, the parties hereto have executed this Agreement as of the date set forth below.

Producer:

Highmark Inc. for itself and on behalf of the affiliated companies identified on Attachment 1

Name: _____
(Please type or print legibly)

By: _____

Name: _____
(Signature)

Title: Director, Distribution Administration

Date: _____

Date: _____

Highmark Appointment Documents - Western Pennsylvania Schedule F

HIGHMARK PRODUCER APPOINTMENT AGREEMENT (Individual)

Attachment 1

Schedule of Highmark Companies

Producer requests that he/she be appointed by each Highmark Company noted below, and the terms of the Appointment Agreement to which this Schedule is attached shall apply with respect to each of the following Highmark affiliates. In the event the Producer no longer wants to be appointed by Highmark and/or any or all of these affiliates, Producer shall provide written notice to Highmark at the address set forth in the opening paragraph of the Appointment Agreement.

- Highmark Inc.
- HM Health Insurance Company
- Keystone Health Plan West, Inc. (Will only be assigned if the agent is selling in Western PA)
- Highmark Coverage Advantage (Will only be assigned if the agent is selling in Western PA)
- Highmark Benefits Group (Will only be assigned if the agent is selling in Central PA)
- Highmark Senior Health Company (Will only be assigned if the agent is selling in Senior Medicare Advantage Products)

This attached is subject to change by Highmark. In the event this Schedule is revised, Highmark will provide written notice of such changes to the Producer.

Highmark Health Services Senior Markets Appointment Request Form

*This form is to be completed by producer requesting the Senior Markets Appointment - ONLY.
Does not need to be completed if agent is JUST becoming appointed to sell Commercial.*

I, _____, am requesting a to be appointed to sell Senior Markets products with the following general agency: _____.

I am requesting the ability to sell the following products (check all that apply):

- Medicare Advantage and Prescription Drug Products
 Medicare Supplement Products

Please Provide the Following Information:

| | | |
|--|--|--|
| General Agency Name: | | |
| Agency Name: | | |
| Producer Name: <i>(As it appears on Insurance License)</i> | | |
| Required Training Completion Date: | Medicare Advantage and Prescription Drug Training Date* | |
| | Medicare Supplement Training Date (PA ONLY)* | |
| <i>*Training is required annually for Medicare Advantage and Prescription Drug Products in all Regions. Training is required at time of appointment for Medicare Supplement Products in PA ONLY.</i> | | |

The Following Information Must be Submitted with your Senior Markets Appointment Request Form:

- Copy of Required Training Certificate for Medicare Advantage and Prescription Drug Products Training and/or Medicare Supplement Training
- Copy of State Insurance License
- Copy of Errors & Omission (E&O) Insurance

*NOTE: If copies of your Required Training Certificate, State Insurance License, and E&O are not included with your appointment request, the request will **not be** processed.*

Authorized Producer Signature: _____ **Date:** _____

Return this form and training certificates along with the appointment contract and fee to the address detailed in the Individual Appointment Checklist.