

CONTRACT REQUEST FORM

**PLEASE COMPLETELY FILL OUT ALL FIELDS AND
INCLUDE A COPY OF YOUR
INSURANCE LICENSE, E&O INSURANCE AND A
VOIDED CHECK.**

Once you have completed the contract please return by

Faxing all documents to 630-527-2551

Or

Scan documents and email back using We Transfer for large files.

Go to wetransfer.com

+Add Files

Send to contracting@myfieldtrainer.com

Please direct questions to contracting@myfieldtrainer.com

630-410-9629



Greetings from Cigna-HealthSpring

Thank you for your interest in becoming a selling partner with Cigna-HealthSpring! Based in Nashville, Tennessee, Cigna-HealthSpring got its start in 2000 and is now one of the country's largest and fastest-growing coordinated care plans whose primary focus is Medicare Advantage plans.

We are dedicated to improving the health of the communities we serve by delivering the highest quality and greatest value in healthcare benefits and services and look forward to welcoming you to our team.

What happens next?

Your first step in the on-boarding process will be to complete any necessary contracting paperwork. Please refer to the "Contracting Checklist" found in your contracting kit as a tool to help guide you through this process.

Upon completing contracting you will receive an email providing you instruction on how to access and complete the required AHIP exam. Because we greatly value our agents, we offer the AHIP exam at the discounted price of \$100.00 when the exam is taken through our site <https://healthspring.pinpointglobal.com/Apps/Medicare/default.aspx>.

Once you have passed AHIP, you will be directed to complete the following modules for 2016 certification: FWA, HIPAA, Selling with Integrity and Compliance training. Once all of these additional courses have been completed, please schedule your face-to-face training in your local market. This is the last step in your certification process as the training will then be processed by Corporate Sales Operations and you will receive a writing number and welcome email in the days after. Please make sure not to begin marketing our plans until you have received your welcome notification email or letter.

If you have any questions or need assistance in any part of the on-boarding process, please do not hesitate to contact Sales Operations by way of the contracting mailbox at 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.

Thank you!



Sub Agent Contracting Checklist:

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

A copy of your E&O policy/coverage

Hierarchy Form

Please fill out Hierarchy form and include up line or down line as applicable

W-9

Assignment of Commissions Form

Complete this form if you will be assigning your commissions to your agency

ACH Form

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

Agent Application

All 3 pages filled out in their entirety

Cigna-HealthSpring Release Authorization and Fair Credit Reporting Act Disclosure

This form gives us permission to perform your background check

Sales Representative Addendum

Agent Acknowledgement & P&P Sign off Form

Comments

***Once paperwork is complete email to
human.resource@theinsuranceadvisor.net***



Hierarchy Form

Agent Name _____

GA Name _____

MGA Name _____

SGA Name Eric R Nichols

FMO Name Trusted Senior Specialists

Agent assigns commissions to an agency
x Agent paid directly by HealthSpring

Agent Signature _____

Date _____



2016 NON-EXCLUSIVE AGENTS

SALES REPRESENTATIVE ADDENDUM

Together, all the way.®



2016 CIGNA-HEALTHSPRING AGENT SALES REPRESENTATIVE ADDENDUM (NON-EXCLUSIVE)

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

RIDE ALONG PROGRAM

All sales personnel (telephonic or in the field) are subject to mock evaluations following initial certification training. Such “ride-along” observations by Cigna-HealthSpring or its designee, may be required by CMS or Cigna-HealthSpring and consist of Agents and personnel rated according to several compliance factors. A score of eighty-five percent (85%) or greater must be obtained for the observation or the appointment may be immediately rescinded. The appointment can be reinstated through a corrective action process which will include in-person retraining and other remediation, all as determined by Cigna-HealthSpring. In the event Subordinate Agent or Broker performs mock evaluations on behalf of Cigna-HealthSpring, as its designee, the Subordinate Agent or Broker must submit its criteria and schedule for ride-along evaluations and an attestation of their processes for consideration and approval by Cigna-HealthSpring.

DISCIPLINARY ACTIONS

The parties agree that the subordinate Agent or Broker shall be subject to disciplinary action, in accordance with the Cigna-HealthSpring sales disciplinary policy, for violation of Cigna-HealthSpring policy and or applicable law, rule, or guideline. The parties agree that disciplinary actions may include but are not limited to the following:

- a. Re-training or re-education;
- b. Re-certification;
- c. Ride-alongs;
- d. Financial penalties of \$100 per violation/incident;
- e. Monitoring;
- f. Desktop or on-site audits;
- g. Suspension of sales;
- h. Termination;
- i. Secret Shopping; and
- j. Regulatory reporting.

SALES REPRESENTATIVE ADDENDUM

This Addendum is for a subordinate Broker or Agent who are certified, licensed and appointed to sell Medicare Advantage/Prescription Drug Plan products. Due to the high degree of compliance necessary and the fact that 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.

Subordinate Broker or Agent agrees that it shall comply with all policies and regulations as set forth below. Subordinate Broker or Agent agrees to sign this Addendum and the Cigna-HealthSpring Contracted Sales Agent HIPAA Agreement in the form provided by Cigna-HealthSpring. Cigna-HealthSpring will obtain signed copies of this documentation before authorizing the contracted agent to access, create or receive individually identifiable health information.

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.
- Complete face-to-face training conducted by Cigna-HealthSpring sales management in the market(s) where the Agent intends to sell.
- Be a licensed health agent in the state(s) in which Cigna-HealthSpring operates, 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 MGA, Subordinate 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 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

Subordinate Broker or Agent, shall maintain at all times during the term of this Agreement, 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. Agent shall request that notice be provided to Cigna-HealthSpring by the insurer of any reduction, modification, cancellation or termination thereof. Agent shall promptly provide evidence to Cigna-HealthSpring that such coverage is in force from time to time upon Cigna-HealthSpring's request. Agent shall notify Cigna-HealthSpring immediately if such insurance is or will be reduced, modified, canceled or terminated. Further, the Agent shall ensure that all individuals employed by or contracted with Agent, 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.

Individual Leads

Cigna-HealthSpring is not responsible for supporting the Subordinate Broker or Agent with leads or financial support in their prospecting efforts. During a visit with the prospect, the Subordinate 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. Subordinate Broker or Agent must follow all guidelines and regulations that govern the proper procedure for prospecting, and selling, the Cigna-HealthSpring product including all requirements set forth under MIPPA and the CMS Medicare Marketing Guidelines.

Commissions - Individual Sales

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

By: _____

Print Name: _____

Date: _____



EXHIBIT A

MEDICARE ADVANTAGE/PRESCRIPTION DRUG PLAN SCHEDULE OF COMMISSIONS

I. DEFINITIONS:

- a. **Managing General Agency (MGA)** - Organization that meets or exceeds the Cigna- HealthSpring Engagement Criteria for MGA's and meets all eligibility requirements for an MGA as established by Cigna-HealthSpring and State and Federal law.
- b. **General Agency (GA)** - Organization that meets or exceeds the Cigna-HealthSpring engagement criteria for GA's and meets all eligibility requirements for a GA as established by Cigna-HealthSpring and State and Federal law.
- c. **Exclusive Agent/Agency** - Broker/Agency who is only licensed and appointed with Cigna-HealthSpring and represents only Cigna-HealthSpring's Medicare Advantage/ Prescription Drug Plan products within a Cigna-HealthSpring geographic service area. Broker/Agency agrees not to represent or sell other entities Medicare Advantage/ Prescription Drug Plan products including, but not limited to, HMO, PPO, Regional PPO, and PFFS plans.
- d. **Non-exclusive Agent/Agency** - Broker/Agency who is licensed and appointed with Cigna-HealthSpring, but represents other Medicare Advantage/Prescription Drug Plan health plans in addition to Cigna-HealthSpring within a Cigna-HealthSpring geographic service area.
- e. **Independent Agent/Broker** - Non-employee sales agent/broker who is either directly contracted with Cigna-HealthSpring or is contracted with a General Agency or GA. Without Cigna-HealthSpring prior approval, Cigna-HealthSpring directly contracted agents are prohibited from contracting with a GA.
- f. **Referral Broker** - Broker/Agent who is directly contracted with Cigna-HealthSpring to receive referral broker commission from Cigna-HealthSpring and does not sell Cigna-HealthSpring products but provides leads to Cigna-HealthSpring employed sales representatives. Referral broker must have a valid license in the state or states where referral broker provides services in accordance with state law.
- g. **Initial Compensation** - Compensation that is paid only when the beneficiary is a new enrollee to Medicare or to an MA/MAPD plan, validated by the CMS compensation reports.

- h. Replacement/Renewal Compensation** – Compensation that is paid when the beneficiary is not new to Medicare or to an MA/MAPD plan, validated by the CMS compensation reports. It also refers to the annual renewal compensation based on twelve consecutive months of continuous Cigna-HealthSpring enrollments.
- i. Assignment of Commissions** – An agreement which directs the payment of all current and future commissions to an upline entity. Commissions must be distributed in accordance with Cigna-HealthSpring policy and procedures and CMS guidelines unless approved third party agreements designate otherwise.

II. COMPENSATION SCHEDULE

Per CMS, Initial Compensation is paid only when the beneficiary is a new enrollee to Medicare or MA/MAPD, as validated by the CMS compensation reports. All 2016 compensation will be paid as Replacement/Renewal Compensation unless CMS compensation reports indicate the compensation should be Initial Compensation. All agents will be compensated by Cigna-HealthSpring at the rates indicated herein unless an alternative MIPPA compliant compensation plan is submitted with documented approval from Cigna-HealthSpring. For enrollments with effective dates in the 2016 calendar year, the following compensation schedule will be in effect. Compensation for enrollments prior to 2016 will be calculated in accordance with the commission schedule in effect at that the time of the enrollment.

**Cigna-HealthSpring Markets AL/AZ/FL/IL/GA/MD/MS/NC/SC/
TX/TN/IN/DE/AR/oK/MO/KS (Beginning with 1/1/2016 effectives):**

Sales Entity	Initial Compensation	Replacement/Renewal Compensation
Independent Agents	\$429	\$215

Cigna-HealthSpring Markets DC/PA (Beginning with 1/1/2016 effectives):

Sales Entity	Initial Compensation	Replacement/Renewal Compensation
Independent Agents	\$483	\$242

Note: Per CMS, Initial Compensation is paid only when the beneficiary is a new enrollee to Medicare or MA/MAPD, as validated by the CMS compensation reports. All 2016 compensation will be paid as Replacement/Renewal Compensation unless CMS compensation reports indicate the compensation should be Initial Compensation.

III. REQUIREMENTS:

- a. All 2016 compensation will be paid at the Renewal Compensation rate unless CMS compensation reports indicate the compensation should be Initial Compensation. All agents will be paid the compensation indicated unless an alternative MIPPA compliant compensation plan is submitted with documented approval from Cigna-HealthSpring.
- b. Renewal Compensation will be paid on all 2016 effective enrollments up to the lifetime of the member subject to continuous member enrollment, in accordance with CMS guidelines.
- c. Compensation for enrollment applications shall be paid based upon the following:
 - i. 2016 effective applications received prior to January 1, 2016 will be paid on or after January 1, 2016, in a one-time, off-cycle payment.
 - ii. All 2016 compensation (2016 effective applications and all eligible renewing members) will be paid no later than December 31, 2016.
 - iii. 2016 effective applications received in the 2016 calendar year (January – December) will be paid on a weekly, as-earned basis.

- iv.** All 2016 compensation (2016 effective applications and all eligible renewing members) will be paid at the 2016 compensation rates, regardless of original effective year.
 - v.** Initial Compensation for 2016 effective enrollments coming from a non-like plan (e.g. traditional Medicare, PDP plan, age-in, etc.) will be paid at the Initial Compensation rate as noted above and will not be subject to a prorated methodology.
 - vi.** Initial Compensation for 2016 effective enrollments coming from a like-plan (e.g. another MA carrier) will be paid at the Initial Compensation rate as noted above and will be pro-rated based upon the remaining months in the calendar year in which it is written.
 - vii.** Renewal Compensation for 2016 effectives will be pro-rated based upon the remaining months in the calendar year in which it is written.
 - viii.** All Renewal Compensation from prior effective years (if applicable) will be paid in January of the calendar year following the initial enrollment effective date or in accordance with the renewal payment schedule in place at the time of payment. For example, renewals that have a March 1 effective date will be paid in January of the following calendar year.
 - ix.** Renewal Compensation from prior effective years (if applicable) will be paid on an up front, lump sum basis. Timing of commission payments may be modified by Cigna- HealthSpring upon sixty (60) days advance written notice to Agent and Agent's written acceptance within (30) days or in accordance with CMS guidance as appropriate.
- d.** Upon termination of a member's continuous enrollment with Cigna HealthSpring, all payments made in 2016 will be subject to full or prorated chargebacks based upon the following:
- i.** 2016 effective applications:

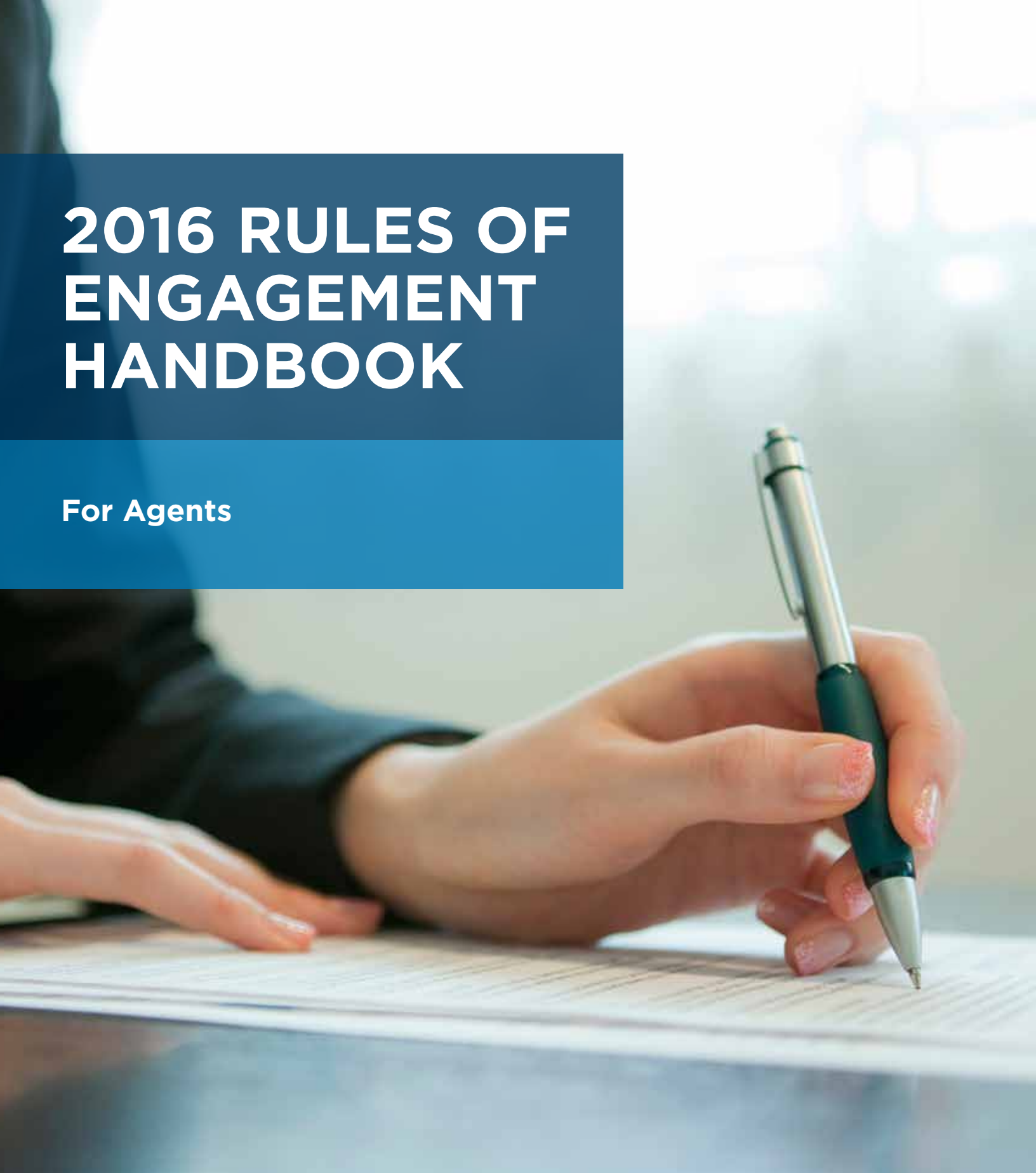
 - 1.** A full chargeback will be recovered if:

 - a.** The member terminates within 3 months of enrollment (rapid disenrollment period) and disenrolls from the plan voluntarily per CMS guidelines.
 - b.** The beneficiary terminates prior to enrollment for any reason.
 - 2.** A prorated chargeback will be recovered if:

 - a.** The member terminates within 3 months of enrollment (rapid disenrollment period) and disenrolls from the plan involuntarily per CMS guidelines.

2016 RULES OF ENGAGEMENT HANDBOOK

For Agents



Together, all the way.®



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INTRODUCTION

I want to start out by thanking you for your partnership, dedication, and loyalty to Cigna-HealthSpring. Our industry is faced with a steady stream of challenges, and we appreciate your continued focus and investment in Senior Products.

As a global health service company, Cigna-HealthSpring is passionate about doing the right things for our customers, shareholders, and communities around the world. **This passion is driven by our core beliefs:**



WE BELIEVE that seniors deserve to live healthier lives.



WE BELIEVE in delivering health care, not sick care.



WE BELIEVE if we help seniors to stay healthier, they can ultimately get more out of life.

Cigna-HealthSpring's mission of Customer-Centricity is a mindset. It informs a group of behaviors that engage, empower and guide Cigna-HealthSpring's employees to deliver exceptional customer experiences, prioritize investment decisions, and define every conversation and decision. This creates real value for our customers. As our respected partners, you are at the center of our achieving this mission. You are instrumental in providing value for our customer. And it is because of your support that we continue to be successful.

We are committed to making it as simple as possible to do business with Cigna-HealthSpring and we want to provide you with tools that enable you to be successful. This is one such tool. It's a simple handbook to provide you with the information necessary to effectively conduct business with Cigna-HealthSpring in an efficient and compliant manner.

This Rules of Engagement Handbook was created to mutually benefit and bring value to our relationship. We'll regularly update this guide. Your comments and suggestions, as well as recommendations for additional content are encouraged.

Sincerely,
Melanie Watterberg
VP Broker Development

SECTION I

SALES DISTRIBUTION MANAGEMENT

Levels of Agreements

There are five different levels of Agreements within the hierarchy structure at Cigna-HealthSpring:

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

SECTION II

CHANNEL DISTRIBUTION ALIGNMENT

Contracting and Changing Hierarchies

Most contracted agents who are appointed (if applicable) 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 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 agency/agent must be in good standing with Cigna-HealthSpring. They 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.
- › Letter of Release from the agency/agent's current FMO or the highest point of hierarchy (as long as the General Agency or FMO is currently contracted with Cigna-HealthSpring) is required.
- › An agent can get a release in one of three ways:
 1. Get a release from their current FMO.
 2. If FMO is unwilling to grant a release, they can submit a request to CHS and wait six months. (They can produce business during that period.)
 3. If the agent hasn't produced any business in the last six months, no release is required to change hierarchies.
- › If a Letter of Release is not given:
 - Agents or any entity in FMO's Hierarchy may change sales hierarchies upon six months prior written notice to Cigna-HealthSpring in accordance with such Agent or other entity's agreement with Cigna-HealthSpring.
 - Agents and other entities in the FMO Hierarchy are permitted to change sales hierarchies no more than once per calendar year.

Agency/Agent Request to Change Hierarchies with a New General Agency or FMO, *Continued*

- › An agent must obtain a Letter of Release to move to a new upline if they have submitted business within six months. If no new business has been submitted within the six month period, the agent can move without a release letter. In all cases the agent needs to complete a new hierarchy form.
- › An agent/agency must transfer to the same or lower contract level with the new General Agency or FMO, six months from the change date and if production requirements are met.

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

The FMO has discretion to move and change the level of agents and solicitors within their hierarchy structure at a reasonable frequency. The principle agency does not need the consent of the agent or agency to downgrade them based on Cigna-HealthSpring's production requirements. The agency, however, does need to be notified that they are being downgraded and paperwork must be submitted by the FMO to Contracting. Residual override commissions are retained by the hierarchy structure and contract terms in place at the time of the original sales.

In order for there to be a change in the level of an agency/agent:

- › The agency/agent must be in good standing with Cigna-HealthSpring. They must not 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.
- › The FMO, under which the agency/agent wishes to align, must be in good standing with Cigna-HealthSpring. It must not be under investigation internally or externally, must have acceptable compliance metrics, sufficient sales, not be in debt to Cigna-HealthSpring, and must possess an active writing number with Cigna-HealthSpring.

If the agent/agency has downline agents or solicitors, in most cases, all downline agents will be moved and will not receive new writing numbers.

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 the reputation of the Company or does not meet the Company'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.
- › We may be required to report the suspension to the 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 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.
- › 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.” This, by our definition, means that:

- › You are not to solicit or sell Cigna-HealthSpring products.
- › 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 relocation, expired license, expired errors and omissions insurance coverage. The following process is followed when a Not-for-Cause termination is requested.

- › You will be mailed a termination notification via certified mail that will identify the effective termination date.
- › On the termination date, a Not-for-Cause state appointment termination will be processed.
- › You can submit the termination request to Contracting at contracting.mailbox@HealthSpring.com; name the subject as “Termination.”
- › Contracting will process the appointment termination and update the producer database system with the appropriate termination effective date.
- › Termination will cease payment of commissions.

If agent or agency is terminated for non-cause and is in good standing with Cigna-HealthSpring, (i.e., not under investigation internally or externally, has acceptable compliance metrics, sufficient sales, not in debt to Cigna-HealthSpring, not have third party paper prohibiting a move in hierarchy, and/or possess an active writing number with Cigna-HealthSpring), they have the ability to re-contract either with a new upline or direct to the company.

Administration of Change

If you are terminated by your FMO and in good standing with Cigna-HealthSpring, (i.e., not under investigation internally or externally, has 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, and possess an active writing number with Cigna-HealthSpring), you will have 10 business days to select a new hierarchy.

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 an overnight delivery vendor.
- › Your FMO or upline is emailed a copy of your notification letter.
- › A For-Cause state appointment termination is processed with the same termination date as indicated in your termination notification letter.
- › The entire downline is reassigned to the next highest entity in the hierarchy, as of your effective termination date.
- › You are flagged “Do Not Re-Contract” in the contracting system.

“Do Not Re-Contract” Reconsideration Process

If you are flagged “Do Not Re-Contract”, you may not contract with any Cigna-HealthSpring company, including 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.
- › If there are no open complaints against you, the request will be considered at the next Sales Disciplinary Action Committee (SDAC) meeting. If there are open complaints, 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 complaint(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 denied reinstatement due to a compliance reason (e.g., complaint or disciplinary), the “Do Not Re-Contract” status remains indefinitely.

SECTION IV

COMMISSIONS

Assignments of Commissions (AOC)

Definition: A document that 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 that specific member to the direct upline agency. The AOC only pertains to business written as of the day the agreement is signed forward.

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 (if necessary in the state) 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. Cigna-HealthSpring commission payments on new applications are made per the schedule provided in the contract and payment schedules may be changed annually in the contract (or provided in an addendum).

Plan Changes

Additionally, if a member changes from one Cigna-HealthSpring product to another Cigna-HealthSpring product, no additional compensation will be paid, regardless of whether a new application is required. The original Agent of Record who initiated the continuous enrollment span will continue to receive renewal compensation based on the original effective date.

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 generally 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.

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.

Currently, Cigna-HealthSpring uses Zix as the secure email site. Agents or Agencies that 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 that has occurred within the given pay period for each producer. Details provided on each statement include member name, effective date, HICN, state of sale and payment details based on writing agent and upline.

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.

Commission Department Services, *Continued*

Department and all inquiries will receive a response within 48 hours of receipt. If an inquiry or audit is received that will require more than 48 hours, a response will be made to the inquiry indicating its receipt and will detail a turnaround time frame in which a resolution can be expected. All commission inquiries should be made to 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.

Currently, Cigna-HealthSpring uses CISCO as the secure email site. Agents or Agencies that have trouble opening their statements through the secured CISCO system, should contact CISCO directly Toll-Free: 1- 866-412-6113, Mon - Fri, 8am - 8pm EST.

All commission statements outline the activity that has occurred within the given pay period for each producer. Details provided on each statement include member name, effective date, HICN, state of sale and payment details based on writing agent and upline. Only FMO statements include all downline payment details.



Contact information

All information is required to complete contracting

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	Florida	Mississippi	Tennessee
Arizona	Georgia	N. Carolina	Texas
Arkansas	Illinois	Oklahoma	
D.C	Indiana	Pennsylvania	
Delaware	Maryland	S. Carolina	

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 being charged or under investigation for any violation of the law other than minor traffic violations?		
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:
- The Insurance Advisor
human.resource@theinsuranceadvisor.net
Attn: New Advisor Contracting
16W241 S Frontage Rd Suite 33
Burr Ridge, IL 60527

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		BUSINESS TELEPHONE ()	
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. NOTE: A DEPOSIT TICKET IS NOT ACCEPTABLE.			
Please Check One: <input type="checkbox"/> Cancellation <input type="checkbox"/> Enrollment <input type="checkbox"/> Change			
BANK ACCOUNT			
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			
LISTED NUMBER REFERS TO: <i>(Please Check One)</i> <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			
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

"Cigna" is a registered service mark, and the "Tree of Life" logo is a service mark, of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation, and its operating subsidiaries. All products and services are provided by or through such operating subsidiaries, including Connecticut General Life Insurance Company, Cigna Health and Life Insurance Company, HealthSpring Life and Health Insurance Company and not by Cigna Corporation.



Agent Acknowledgement Form

&

Policy and Procedure Sign-Off

In the performance of my duties as a contracted Agent for Cigna-Cigna-HealthSpring, I hereby acknowledge the following:

1. In offering products to Medicare beneficiaries, an organization and its contracted brokers/agents may not engage in any of the following practices or activities. **Prohibited practices** include, but are not limited to, the following:

Discriminatory practices/Forgeries	Enrollment and/or marketing at education events
Door-to-door solicitations	Marketing in healthcare settings (i.e. waiting rooms, exam rooms, hospital patient rooms, dialysis centers, pharmacy counter areas)
Misrepresentations or activities which would mislead, confuse, or misrepresent improper payment	Offering gifts or payments to induce enrollment
Conducting outbound telemarketing in violation of CMS/Cigna-Cigna-HealthSpring policy	Accepting gifts or any commissions from affiliated providers, vendors, and customers
Unauthorized language interpretations	Distribution of disapproved or unapproved marketing materials
Distribution of incorrect enrollment materials	
2. I will represent Cigna-Cigna-HealthSpring in a responsible, accurate, and respectable manner at all times.
3. I understand that the unsolicited contact of Medicare beneficiaries is prohibited. All appointments must be pre-scheduled, with consent and scope of appointment documented.
4. I will provide accurate information regarding eligibility requirements, plan benefits, grievance, appeals, and disenrollment procedures.
5. I will abide by all CMS, State, and Cigna-Cigna-HealthSpring marketing guidelines.
6. I will not discriminate against any Medicare beneficiary who is eligible for a Cigna-Cigna-HealthSpring offering.
7. I will not make any statement, claim, or promise that conflicts with, alters, or erroneously expands upon either the information contained within CMS-approved materials or Cigna-Cigna-HealthSpring materials.
8. I will not mislead, confuse, or misrepresent to potential members about Cigna-HealthSpring, competitive plans, or Medicare.
9. I will not misrepresent myself as an agent of Medicare, Social Security, or any agency of the federal government.
10. I will not offer any form of enticement, such as gifts or payments, to induce enrollment by potential members.
11. I will identify myself as representing Cigna-HealthSpring to all prospective or current members.
12. I understand that violation of any of the above will result in disciplinary action up to and including contract termination.

A copy of this form has been placed in my individual electronic file with Cigna-HealthSpring and a copy can be furnished to me upon my request to the health plan.

All Cigna-HealthSpring agents are contractually obligated to read, review, and abide by all Cigna-HealthSpring policies and procedures. All policies and procedures can be found on the Cigna-HealthSpring OMT site at:

Browser Address:

<https://omt.gormanhealthgroup.com/DocLib/Default.aspx?FileObjectID=99173&ParentFileObjectID=19212&Paging=0>

Your login name is sales.agent@HealthSpring.com

Your password is **HealthSpring2**

By signing this, Acknowledgement Form I, _____ confirm that I have received Cigna-HealthSpring corporate Sales policies and procedures and will abide by all of the requirements set forth above. I also attest that I have read them completely and thoroughly, understand them to the fullest extent, and agree to abide by the guidelines they establish. If at any time I am unclear about a policy or have a question I will consult my Sales Manager/Sales Lead for further guidance.

Employed/Contracted Agent

Date



**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 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 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 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 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.
- **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.

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:

Type of Business:	Contact
<i>Consumer reporting agencies, creditors and others not listed below</i>	Federal Trade Commission: Consumer Response Center - FCRA 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>	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
<i>Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)</i>	Federal Reserve Board Division of Consumer & Community Affairs 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>	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
<i>Federal credit unions (words "Federal Credit Union" appear in institution's name)</i>	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
<i>State-chartered banks that are not members of the Federal Reserve System</i>	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 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>	Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306
<i>Activities subject to the Packers and Stockyards Act, 1921</i>	Department of Agriculture Office of Deputy Administrator - GIPSA 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. Information about GIS’s privacy practices is available at 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. Information about GIS’s privacy practices is available at www.geninfo.com/privacy.asp.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, 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.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

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 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² 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. 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 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 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
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 ⁴
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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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. 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 or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at 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.