

# AGENT CONTRACTING

## INSTRUCTIONS FOR THE SUBAGENT TO COMPLETE THE SUBAGENT AGREEMENT (For Marketing to Individual Beneficiaries)

Attached is the Subagent Agreement that may be used for SilverScript Insurance Company and any other CVS Caremark affiliate offering Part D Plans (together referred to as "SilverScript"). The marketing organization you are contracted with is authorized to market some or all of these Part D Plans and you need to confirm with them which Part D Plans you will have the authority to market and sell. The Subagent Agreement includes a series of exhibits as follows:

- Exhibit 1: Compensation Schedule to the Subagent Agreement**
  - Schedule A: Compensation Schedule Addendum**
- Exhibit 2: Subagent's Contact Information Sheet**
- Exhibit 3: Enrollment Instructions**
- Exhibit 4: Sub-Business Associate Agreement**

Please complete the following steps to contract as a Subagent.

1. **STEP 1:** Complete, sign, and date the Subagent Agreement on the signatory page.
2. **STEP 2:** Complete and sign the assignment of commissions in the "Subagent/Corporate information" section on Schedule A of Exhibit 1, if applicable. The Subagent/Corporate information section is ONLY completed by a Subagent who is the principal of a wholly owned or controlled agency corporation if the Subagent wants the wholly owned or controlled agency corporation to be included under this Agreement. By completing this section, the Subagent's commissions will be assigned to the wholly owned or controlled agency corporation listed.
3. **STEP 3:** Complete all blanks in the Subagent's Contact Information Sheet at Exhibit 2.
4. **STEP 4:** Sign the Sub-Business Associate Agreement.
5. **STEP 5:** Provide copies of your state licenses for the applicable state(s).
6. **STEP 6:** Submit all the above items to your upline for signature.

Return completed contracting material to us via email, fax, or mail:

Email: [karen@nibconline.com](mailto:karen@nibconline.com)

Fax: 501-372-2221

Once your paperwork is received and processed at NIBC you will be assigned a user name and temporary password to access the SilverScript Agent portal located at: [www.SilverScriptAgentPortal.com](http://www.SilverScriptAgentPortal.com) . Please use your temporary login to access the site, change your password and complete the background questions. AHIP and Gorman are accepted and will need to be submitted by fax (866) 208-5262 or by email. Please submit your scores with the subject line "AHIP/Gorman Training Certificates" along with your Login ID [producersalesresource@caremark.com](mailto:producersalesresource@caremark.com). SilverScript will send you an email confirmation when your scores are credited.

**SUBAGENT AGREEMENT  
(Marketing  
Part D Plans to Individuals)**

This SUBAGENT AGREEMENT ("Agreement") is entered into by and between \_\_\_\_\_ ("Company") and \_\_\_\_\_ ("Subagent"), effective on \_\_\_\_\_ (the "Effective Date").

WHEREAS, Company is a marketing services organization that has contracted with SilverScript Insurance Company and any other CVS Caremark affiliate offering Part D Plans (together referred to as "SilverScript"). SilverScript Insurance Company is an insurance corporation organized and existing under the laws of the State of Tennessee that is authorized to offer one or more Prescription Drug Plans (Prescription Drug Plans offered by Company are referred to as "Part D Plans") in accordance with Title I of the Medicare Modernization Act of 2003 and its implementing regulations (collectively these laws, regulations, and guidance shall be referred to as "Medicare Part D Rules"). Subagent intends to market said SilverScript Part D Plans under the terms and conditions contained in this Agreement.

WHEREAS, Subagent desires to enter this Agreement with Company to market and solicit sales of the SilverScript Part D Plans that Company is authorized to market,

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, it is agreed as follows:

**1.0 Relationship and Scope of Authority.** Subject to the terms of this Agreement, the Subagent:

(a) is authorized to market and sell the SilverScript Part D Plans to individuals in any states in which the Subagent is properly licensed and for only the Part D Plans Company is authorized by SilverScript to solicit, market, and sell (the "Territory"), subject to SilverScript's right to approve or disapprove each sale and to terminate any Subagent's ability to offer, sell or solicit applications for SilverScript's Part D Plans at any time in accordance with the terms of this Agreement;

(b) acknowledges and agrees that, subject to applicable law, SilverScript shall have the right, at all times, to not submit, reject or withdraw any application for SilverScript Part D Plans without specifying cause, and to cancel, refuse to renew, or modify any Part D Plan, in accordance with and pursuant to SilverScript's rights under the agreement between SilverScript and Company. Subagent also acknowledges and agrees that SilverScript may discontinue or withdraw, rewrite, replace or convert any Part D Plan now or hereafter made available for sale and that neither Company nor SilverScript shall incur any liability to Subagent as a result thereof. Subagent's authority hereunder shall be limited to marketing, soliciting, and selling SilverScript Part D plans for Company.

(c) acknowledges all SilverScript obligations herein are subject to applicable laws and regulations, any change in laws or regulations applicable to or impacting the products and services or the Medicare Part D program that would materially change or impact SilverScript's obligations, or action taken by CMS or other governmental authority that materially impacts the ability of SilverScript to fulfill its obligations.

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become part of the Agreement in accordance with Section 2 above.

The waiver by any party of any other party's breach or violation of any provisions of this Agreement shall not be construed as a waiver of any subsequent breach or violation, and the waiver by any party of the right to exercise any remedy that it may possess hereunder shall not be construed as a bar to the exercise of such right or remedy by such party upon the occurrence of any subsequent breach or violation. In the event any article, section or provision of this Agreement or related documents is found to be void and unenforceable, the remaining articles, sections and provisions of this Agreement or related documents shall nevertheless be binding upon the parties with the same force and effect as though the void or unenforceable part had not been severed or deleted.

This Agreement shall be governed by and construed in accordance with the laws of the state of Company's domicile, without giving effect to the principles of conflicts of laws thereof. All disputes hereunder shall be brought in the federal and state courts located in the county of the state where the Company is principally domiciled, and the parties hereto hereby consent to jurisdiction and venue in said courts.

All notices, certificates, requests, demands and other communications provided for under this Agreement shall be in writing and shall be (a) personally delivered, (b) sent by first class United States mail, or (c) sent by overnight courier of national reputation, in each case addressed to the party to whom notice is being given at its address as set below or, as to each party, at such other address as may hereafter be designated. All such notices, requests, demands and other communications shall be deemed to have been given on (a) the date received if personally delivered, (b) when deposited in the mail if delivered by mail, or (c) the date sent if sent by overnight courier.

The parties' respective rights and obligations under this Agreement, which by their nature shall survive termination, cancellation, or expiration of this Agreement shall survive.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**COMPANY:** \_\_\_\_\_

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

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

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

**SUBAGENT**

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

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

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

**SCHEDULE A**  
**COMPENSATION SCHEDULE ADDENDUM FOR SILVERSCRIPT**

<b>Effective Date*</b>	<b>Initial Enrollment</b>	<b>Renewal Enrollment</b>
<b>2015</b>	\$ 56	\$ 28

\*This Compensation Schedule Addendum shall remain in effect until a new Compensation Schedule Addendum becomes effective.

**Subagent/Corporate Information:**

This section is to be completed only by a Subagent who is the principal of a wholly owned or controlled agency corporation if the Subagent wants the wholly owned or controlled agency corporation to be included under this Agreement. By completing this section, the Subagent's commissions will be assigned to the wholly owned or controlled agency corporation listed below. Neither SilverScript Insurance Company nor Company shall have any obligation to pay any Commissions, or any other compensation whatsoever, directly to Subagent in connection with the services provided under this Agreement.

Agency/Corporate Name: \_\_\_\_\_

Corporate Tax I.D. Number: \_\_\_\_\_

Agency/Corporate Mailing Address:

Street Address 1: \_\_\_\_\_

Street Address 2: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**EXHIBIT 2**

**Subagent's Contact Information Sheet**

<b><u>AGENT INFORMATION:</u></b>			
<b>Agent Name:</b>			
<b>First:</b>	<b>Middle:</b>	<b>Last:</b>	
<b>Agent Birth Date:</b>	<b>Agent SSN:</b>		
<b>Email Address:</b>			
<b><u>BUSINESS ADDRESS:</u></b>			
<b>Street Address 1:</b>			
<b>Street Address 2:</b>			
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>	
<b>Telephone #:</b>	<b>Mobile #:</b>	<b>Fax #:</b>	
<b><u>RESIDENT ADDRESS:</u> ( ) Check here if same as mailing address</b>			
<b>Street Address 1:</b>			
<b>Street Address 2:</b>			
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>	
<b><u>NATIONAL PRODUCER NUMBER (NPI):</u></b>			
<b><u>CONTRACTING INFORMATION:</u></b>			
<b><u>Contracting Identity (circle one):</u></b>	<b>Individual</b>	<b>Corporation</b>	<b>Partnership</b>
<b><u>REQUESTING AUTHORIZATION TO RECEIVE COMMISSIONS IN THE STATES OF:</u></b>			
<b>State:</b>	<b>License #:</b>	<b>Expiration Date:</b>	
<b>State:</b>	<b>License #:</b>	<b>Expiration Date:</b>	
<b>State:</b>	<b>License #:</b>	<b>Expiration Date:</b>	
<b>State:</b>	<b>License #:</b>	<b>Expiration Date:</b>	
<b>State:</b>	<b>License #:</b>	<b>Expiration Date:</b>	
<b>State:</b>	<b>License #:</b>	<b>Expiration Date:</b>	

**EXHIBIT 4**  
**Sub-Business Associate Agreement**

This Sub-Business Associate Agreement (“Agreement”) is effective as of the Effective Date specified below by and between \_\_\_\_\_ (“Sub-Business Associate”) and \_\_\_\_\_ on behalf of itself and its subsidiaries and affiliates (“Company”). This Agreement is effective as of \_\_\_\_\_ or the effective date of the Services Agreement if earlier (the “Effective Date”).

WHEREAS, Company performs services under a contract with SilverScript Insurance Company and other CVS Caremark affiliates offering Part D Plans (together referred to as “SilverScript”), and in the course of satisfying its obligations will have access to and/or use of protected health information that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, as amended from time to time.

WHEREAS, Company subcontracts a portion of those services to Sub-Business Associate pursuant to one or more service agreements entered into between the parties (collectively “Services Agreement”), in the course of satisfying its obligations, Sub-Business Associate will have access to and/or use of protected health information.

WHEREAS, the parties desire to comply with the governing standards for the privacy and security of protected health information.

NOW, THEREFORE, Company and Sub-Business Associate mutually agree to the terms of this Agreement.

1. Definitions

(a) “Breach” shall have the same meaning as the term “Breach” in 45 CFR 164.402.

(b) “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the “HITECH Act”) and the federal regulations (“HIPAA Rules”) published at 45 CFR parts 160 and 164 and any applicable state privacy and security laws regarding individually identifiable health information.

(c) “Individual” shall have the same meaning as the term “Individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g) or other applicable federal or state law.

(d) “Protected Health Information” shall have the same meaning as such term as defined in 45 CFR 160.103, but limited to information created, accessed or received on behalf of Company.

(e) “Satisfactory Background Screening” shall mean, collectively (1) national federal criminal database check; (2) seven-year county of residence criminal conviction search; and (3) in each of (1) and (2) above, containing no felony or misdemeanor conviction that related to fraud or theft (including but not limited to, shoplifting, larceny, embezzlement, forgery, credit card fraud, or check fraud), the disposition of which is within seven years, as allowed by law

(f) “Secure” shall mean to render unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of the HITECH Act.

(g) “Successful Security Incident” shall mean any Security Incident (as defined in 45 CFR 164.304) that results in the unauthorized use, access, disclosure, modification or destruction of electronic Protected Health Information.

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or documentation maintained by Sub-Business Associate to the extent relating in any way to Sub-Business Associate's obligations under this Agreement. An inspection performed pursuant to this Agreement shall not unreasonably interfere with the normal conduct of Sub-Business Associate's business. No such inspection by Company as set forth herein shall relieve Sub-Business Associate of any of its obligations under this Agreement.

(h) Any Protected Health Information provided by Company, its employees, agents, consultants, Subcontractors or business associates to Sub-Business Associate, or created, obtained, procured, used or accessed by Sub-Business Associate in Company's name or on Company's behalf, shall, as between the parties to this Agreement, at all times be and remain the sole property of Company, and Sub-Business Associate shall not have or obtain any rights therein except as stated herein.

(i) Relationship of Parties. It is expressly agreed that Sub-Business Associate, its divisions, and its affiliates, including its employees and Subcontractors, are performing the services under this Agreement as independent contractors for Company. Neither Sub-Business Associate nor of its affiliates, officers, directors, employees or Subcontractors is an employee or agent of Company. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) an agency relationship for purposes of the HITECH Act.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers or agents as of the Effective Date.

SUB-BUSINESS ASSOCIATE

COMPANY on behalf of  
itself and its affiliates

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Typed Name \_\_\_\_\_

Type Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

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

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

#### Purpose of Form

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

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

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

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.





**AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS (ACH CREDITS)**

Name \_\_\_\_\_ SSN or Tax ID \_\_\_\_\_

I hereby authorize Senior Market Sales, Inc. ("SMS"), to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to my account as indicated below and the financial institutions named below, to credit and or debit the same to such accounts.

I also understand this is not an assignment of commissions, 1099's will continue to be issued to the commission owner.

Name of Financial Institution \_\_\_\_\_

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

Transit / ABA No. \_\_\_\_\_ Account No. \_\_\_\_\_

This authority is to remain in full force and effect until SMS has received written notification from me of its termination in such time and in such manner as to afford SMS and the Financial Institution a reasonable opportunity to act on it.

Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Signature \_\_\_\_\_

SMS will keep authorization on file throughout the life of the transactions and two years beyond their termination.

**A VOIDED IMPRINTED CHECK OR LETTER FROM THE BANK  
MUST BE ATTACHED TO VERIFY ACCOUNT AND ROUTING NUMBERS.**

VOIDED CHECK

VOIDED CHECK

VOIDED CHECK