

Schedule F

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HIGHMARK INC. PRODUCER APPOINTMENT INFORMATION CHECKLIST

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

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

BUSINESS ORGANIZATION APPOINTMENT CHECKLIST

- Have you legibly printed or typed your responses to Highmark Inc.'s Business Organization Appointment Agreement and Business Organization Appointment Information Form and Conflict of Interest Disclosure Statement?
- Have you attached a copy of your agency's current producer license issued by the Commonwealth of Pennsylvania?
- Have you attached a copy of your agency's current Errors and Omissions (E&O) carrier certificate of insurance?
- Have you enclosed a check made payable to Highmark Inc. in the required amount for each appointment?

Return Completed Documents to: Attention: Producer Affairs
Appointment & Licensing
Highmark Blue Shield
Senate Plaza, 6E
P.O. Box 890089
Camp Hill, PA 17089-0089

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

SCHEDULE "F" – Central Region Appointment Documents – Business Organization Checklist

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HIGHMARK INC.
PRODUCER APPOINTMENT INFORMATION FORM
(Business Organization)

Corporation Partnership Other Business Organization

AGENCY'S NAME: _____ (As it appears on producer license)
AGENCY'S LICENSE NUMBER: _____ (Attach copy of Agency's License)

LIST ANY OTHER NAMES IN WHICH PRODUCER CONDUCTS BUSINESS:

TAX ID NUMBER: _____
BUSINESS ADDRESS:
STREET _____
CITY _____ STATE _____ ZIP CODE _____
TELEPHONE NO. (____) _____
FAX NO. (____) _____
NUMBER OF YEARS AT THIS LOCATION: _____
PRIMARY E-MAIL ADDRESS: _____

List Officers in Corporation or Partners in Partnership (Active/Inactive)

Each Active Officer/Partner must complete an individual Appointment Information Form and attach appropriate fee as well as provide copy of license.

(Name)	(Title)	(SSN/Tax ID)	(Active/Inactive)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I request authorization to sell:

Individual Products Group Products Both

- Yes No Has any insurance license held by this business organization ever been refused, suspended, revoked or has business organization been the subject of any administrative or legal action in or by any state, the District of Columbia, the Federal government or any Canadian province?
- Yes No Since the last appointment, has there been any change in the power to direct, or in the authority to control, the activities of this business organization?
- Yes No Does the charter and/or other organization documents of this business organization authorize it to engage in the business of insurance?

NOTE: If you answered "yes" to question 1 or 2, you are required to provide additional information and full documentation of the facts relating to your answer with this application.

Reminder: The Appointment application (consisting of the Appointment Information Form, Conflict of Interest Disclosure Statement, and Appointment Agreement) must be completed in its entirety. The application must include as attachments, a check made payable to Highmark Inc. for the Pennsylvania Insurance Department's appointment fee, a copy of Producer's PA Producer License and proof of Errors and Omissions Insurance. Applications missing information or attachments will be returned.

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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HIGHMARK INC. PRODUCER APPOINTMENT AGREEMENT

(Business Organization)

This Appointment Agreement (“Agreement”) is made effective as of the date set forth below by and between Highmark Inc. (“Highmark”), and agency _____ (“Producer”) a business organization located at _____

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

WHEREAS, Producer has requested Highmark to appoint it as a producer to sell Highmark products.

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

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

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10. Producer agrees to comply with all Highmark guidelines, procedures and policies, as may be in effect from time to time.
11. Producer agrees to notify Highmark promptly upon the occurrence of any event which may affect the ability of the Producer to fulfill its obligations under this Agreement or affect the status of Producer's license.
12. Producer agrees to satisfy all obligations that it may have under this Agreement in accordance with applicable law.
13. Producer acknowledges that Highmark shall make any and all disclosures regarding the appointment and termination of Producer, pursuant to its duty to comply with applicable law.
14. Producer agrees that Highmark may amend this Agreement, without prior notice or consent, to comply with a change in applicable law.
15. This Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania. The invalidity or unenforceability of any terms or provisions in this Agreement shall in no way affect the validity or enforceability of any other terms or provisions of this Agreement.
16. This Agreement, together with any attachments hereto, constitutes the entire Agreement between the parties, and supersedes all other proposals, understandings or agreements, whether written or oral, previously entered into between Highmark and Producer for the purpose of appointing Producer to sell Highmark products.

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

Producer:

Highmark Inc.:

Name of Agency: _____
(Please type or print legibly)

By: _____

Authorized Signature: _____
(Signature)

Title: _____

(Printed Name of Authorized Signer)

Date: _____

Date: _____

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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HIGHMARK INC.
PRODUCER APPOINTMENT INFORMATION FORM
(Individual Producer)

PRODUCER'S NAME: _____
(As it appears on your Pennsylvania producer license)

LIST ANY OTHER NAMES BY WHICH YOU CONDUCT BUSINESS: _____

PRODUCER'S LICENSE NUMBER: _____ (Attach copy of Certificate)

AGENCY'S NAME: _____
(Agency with whom you are employed, if applicable)

SOCIAL SECURITY NUMBER: _____ - _____ - _____ DATE OF BIRTH: _____
(mm/dd/yy)

BUSINESS ADDRESS:
STREET _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE NO. (_____) _____

FAX NO. (_____) _____

NUMBER OF YEARS AT THIS LOCATION: _____

PRIMARY E-MAIL ADDRESS: _____

RESIDENCE ADDRESS:
STREET _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE NO. (_____) _____

I request authorization to sell:
 Individual Products Group Products Both

Please answer the following questions:

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

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

You are required to provide information regarding your employment history and references with this application.

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

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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HIGHMARK INC.
PRODUCER APPOINTMENT AGREEMENT
(Individual Producer)

This Appointment Agreement (“Agreement”) is made effective as of the date set forth below by and between Highmark Inc. (“Highmark”), and _____ (“Producer”) an individual whose address is _____

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

WHEREAS, Producer has requested Highmark to appoint him/her as a producer to sell Highmark products.

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

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

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- 9. Highmark, at its option, may assign or transfer this Agreement to any affiliated or successor entity.
- 10. Producer agrees to comply with all Highmark guidelines, procedures and policies, as may be in effect from time to time.
- 11. Producer agrees to notify Highmark promptly upon the occurrence of any event which may affect the ability of the Producer to fulfill his/her obligations under this Agreement or affect the status of Producer's `license.
- 12. Producer agrees to satisfy all obligations that he/she may have under this Agreement in accordance with applicable law.
- 13. Producer acknowledges that Highmark shall make any and all disclosures regarding the appointment and termination of Producer, pursuant to its duty to comply with applicable law.
- 14. Producer acknowledges that Highmark may amend this Agreement, without prior notice or consent, to comply with a change in applicable law.
- 15. This Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania. The invalidity or unenforceability of any terms or provisions in this Agreement shall in no way affect the validity or enforceability of any other terms or provisions of this Agreement.
- 16. This Agreement, together with any attachments hereto, constitutes the entire Agreement between the parties, and supersedes all other proposals, understandings or agreements, whether written or oral, previously entered into between Highmark and Producer for the purpose of appointing Producer to sell Highmark products.

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

Producer:	Highmark, Inc.:
Name: _____ (Please type or print legibly)	By: _____
Name: _____ (Signature)	Title: _____
Date: _____	Date: _____

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HHIC
PRODUCER APPOINTMENT INFORMATION CHECKLIST
(Business Organization)

**Important Notice Regarding Your Appointment as Producer for the Sale of Products
Offered Through HM Health Insurance Company**

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

BUSINESS ORGANIZATION APPOINTMENT CHECKLIST

- Have you legibly printed or typed your responses to HM Health Insurance Company's Business Organization Appointment Agreement and Business Organization Appointment Information Form and Conflict of Interest Disclosure Statement?
- Have you attached a copy of your agency's current producer license issued by the applicable state?
- Have you attached a copy of your agency's current Errors and Omissions (E&O) carrier certificate of insurance?
- Have you enclosed a check made payable to Highmark Inc. in the required amount for each appointment?

Return Completed Documents to:

Attention: Producer Affairs
Appointment and Licensing
Highmark Inc.
Senate Plaza, 6E
P.O. Box 890089
Camp Hill, PA 17089-0089

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HHIC PRODUCER APPOINTMENT INFORMATION FORM (Business Organization)

Corporation Partnership Other Business Organization

AGENCY'S NAME: _____ (As it appears on producer license)
 AGENCY'S LICENSE NUMBER: _____ (Attach copy of Agency's License)

LIST ANY OTHER NAMES IN WHICH PRODUCER CONDUCTS BUSINESS:

TAX ID NUMBER: _____
 BUSINESS ADDRESS:
 STREET _____

 CITY _____ STATE ____ ZIP CODE _____
 TELEPHONE NO. (____) _____
 FAX NO. (____) _____
 NUMBER OF YEARS AT THIS LOCATION: _____
 PRIMARY E-MAIL ADDRESS: _____

List Officers in Corporation or Partners in Partnership (Active/Inactive)

Each Active Officer/Partner must complete an individual Appointment Information Form and attach appropriate fee as well as provide copy of license.

(Name)	(Title)	(SSN/Tax ID)	(Active/Inactive)
(Name)	(Title)	(SSN/Tax ID)	(Active/Inactive)
(Name)	(Title)	(SSN/Tax ID)	(Active/Inactive)

I request authorization to sell:

Individual Products Group Products Both

- a. Yes No Has any insurance license held by this business organization ever been refused, suspended, revoked or has business organization been the subject of any administrative or legal action in or by any state, the District of Columbia, the Federal government or any Canadian province?
- b. Yes No Since the last appointment, has there been any change in the power to direct, or in the authority to control, the activities of this business organization?
- c. Yes No Does the charter and/or other organization documents of this business organization authorize it to engage in the business of insurance?

NOTE: If you answered "yes" to question 1 or 2, you are required to provide additional information and full documentation of the facts relating to your answer with this application.

Reminder: The Appointment application (consisting of the Appointment Information Form, Conflict of Interest Disclosure Statement, and Appointment Agreement) must be completed in its entirety. The application must include as attachments, a copy of Producer's applicable state Producer License and proof of Errors and Omissions Insurance. Applications missing information or attachments will be returned.

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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HHIC
PRODUCER APPOINTMENT AGREEMENT
(Business Organization)

This Appointment Agreement (“Agreement”) is made effective as of the date set forth below by and between HM HEALTH INSURANCE COMPANY (“Highmark”), and agency _____ (“Producer”) a business organization located at _____

WHEREAS, Producer has been issued a producer license by the applicable state Insurance Department (“Department”); and

WHEREAS, Producer has requested Highmark to appoint it as a producer to sell Highmark products.

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

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

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10. Producer agrees to comply with all Highmark guidelines, procedures and policies, as may be in effect from time to time.
11. Producer agrees to notify Highmark promptly upon the occurrence of any event which may affect the ability of the Producer to fulfill its obligations under this Agreement or affect the status of Producer's license.
12. Producer agrees to satisfy all obligations that it may have under this Agreement in accordance with applicable law.
13. Producer acknowledges that Highmark shall make any and all disclosures regarding the appointment and termination of Producer, pursuant to its duty to comply with applicable law.
14. Producer agrees that Highmark may amend this Agreement, without prior notice or consent, to comply with a change in applicable law.
15. This Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania. The invalidity or unenforceability of any terms or provisions in this Agreement shall in no way affect the validity or enforceability of any other terms or provisions of this Agreement.
16. This Agreement, together with any attachments hereto, constitutes the entire Agreement between the parties, and supersedes all other proposals, understandings or agreements, whether written or oral, previously entered into between Highmark and Producer for the purpose of appointing Producer to sell Highmark products.

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

Producer:

HM Health Insurance Company

Name of Agency: _____
(Please type or print legibly)

By: _____

Authorized Signature: _____
(Signature)

Title: _____

(Printed Name of Authorized Signer)

Date: _____

Date: _____

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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HHIC
PRODUCER APPOINTMENT INFORMATION CHECKLIST
(Individual)

Important Notice Regarding Your Appointment as Producer for the Sale of Products Offered Through HM Health Insurance Company

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

INDIVIDUAL APPOINTMENT CHECKLIST

- Have you legibly printed or typed your responses to HM Health Insurance Company's Individual Appointment Agreement and Appointment Information Form and Conflict of Interest Disclosure Statement?
- Have you attached a copy of your current producer license issued by the applicable state?
- Have you attached a copy of your current Errors and Omissions (E&O) carrier certificate of insurance?
- Have you reviewed the Highmark Privacy and Security Awareness Program Booklet and attached a signed Highmark Privacy and Security Awareness Program Training Certification Form?
- Have you reviewed The Integrity Process: Highmark Appointed Producer Training booklet and attached a signed Highmark Producer Integrity Process Training Certification form?
- If you wish to sell Individual Products, have you completed the Individual Products training module(s) and attached a completed Certification of Completion Form?
- Have you enclosed a check made payable to Highmark Inc. in the required amount for each appointment?

Return Completed Documents to:

Attention: Producer Affairs
Appointment and Licensing
Highmark Inc.
Senate Plaza, 6E
P.O. Box 890089Camp Hill, PA 17089-0089

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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HHIC
PRODUCER APPOINTMENT INFORMATION FORM
(Individual)

PRODUCER'S NAME: _____
(As it appears on Producer's license)

LIST ANY OTHER NAMES BY WHICH YOU CONDUCT BUSINESS: _____

PRODUCER'S LICENSE NUMBER: _____ (Attach copy of Certificate)

AGENCY'S NAME: _____
(Agency with whom you are employed, if applicable)

SOCIAL SECURITY NUMBER: _____ - _____ - _____ DATE OF BIRTH: _____
(mm/dd/yy)

BUSINESS ADDRESS:
STREET _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE NO. (____) _____

FAX NO. (____) _____

NUMBER OF YEARS AT THIS LOCATION: _____

PRIMARY E-MAIL ADDRESS: _____

RESIDENCE ADDRESS:
STREET _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE NO. (____) _____

I request authorization to sell:
 Individual Products Group Products Both

Please answer the following questions:

1. Yes No Has any insurance license or certificate held by you ever been refused, suspended, revoked or been the subject of any administrative or legal action in or by any state, the District of Columbia, the federal government or any Canadian province?

2. Yes No Are you aware of any past acts, past failures to act or any other facts or events which relate in any way to your fitness or competence to engage in the business of insurance? (e.g. dishonest acts, conviction of a crime, lack of training or experience, etc.)

3. Yes No Do you engage or have you ever engaged in the insurance business as an individual under any name other than the one stated on this form?

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

You are required to provide information regarding your employment history and references with this application.

Reminder: The Appointment application (consisting of the Appointment Information Form, Conflict of Interest Disclosure Statement, and Appointment Agreement) must be completed in its entirety. The application must include as attachments, a copy of Producer's applicable state producer license, proof of Errors and Omissions Insurance and a signed Highmark Privacy and Security Awareness Program Training Certification Form. Applications missing information or attachments will be returned.

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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HHIC
PRODUCER APPOINTMENT AGREEMENT
(Individual)

This Appointment Agreement (“Agreement”) is made effective as of the date set forth below by and between HM Health Insurance Company (“Highmark”), and _____ (“Producer”) an individual whose address is _____

WHEREAS, Producer has been issued a license by the applicable state Insurance Department (“Department”); and

WHEREAS, Producer has requested Highmark to appoint him/her as a producer to sell Highmark products.

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

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

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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9. Highmark, at its option, may assign or transfer this Agreement to any affiliated or successor entity.
10. Producer agrees to comply with all Highmark guidelines, procedures and policies, as may be in effect from time to time.
11. Producer agrees to notify Highmark promptly upon the occurrence of any event which may affect the ability of the Producer to fulfill his/her obligations under this Agreement or affect the status of Producer's license.
12. Producer agrees to satisfy all obligations that he/she may have under this Agreement in accordance with applicable law.
13. Producer acknowledges that Highmark shall make any and all disclosures regarding the appointment and termination of Producer, pursuant to its duty to comply with applicable law.
14. Producer acknowledges that Highmark may amend this Agreement, without prior notice or consent, to comply with a change in applicable law.
15. This Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania. The invalidity or unenforceability of any terms or provisions in this Agreement shall in no way affect the validity or enforceability of any other terms or provisions of this Agreement.
16. This Agreement, together with any attachments hereto, constitutes the entire Agreement between the parties, and supersedes all other proposals, understandings or agreements, whether written or oral, previously entered into between Highmark and Producer for the purpose of appointing Producer to sell Highmark products.

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

Producer:	HM Health Insurance Company:
Name: _____ (Please type or print legibly)	By: _____
Name: _____ (Signature)	Title: _____
Date: _____	Date: _____

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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CONFLICT OF INTEREST DISCLOSURE STATEMENT
BUSINESS ORGANIZATION

This is an Organizational Conflict of Interest (“OCI”) Disclosure Statement for the Producer. It seeks information on potential OCIs and also potential personal conflicts of interest. Disclosures shall be treated confidentially and shared only to the extent necessary for review and to consider mitigation of any conflicts.

Section I – General Information and Definitions

When completing this Conflict of Interest Disclosure Statement, include information that relates to your company, yourself, and any employee producers who are or will solicit and submit Highmark business under this Producer Agreement, and the persons and entities with whom any of these has relationships as defined below.

Keep in mind potential conflicts relating to the wholly-owned and majority-owned subsidiaries and affiliates of Highmark Inc. (hereinafter collectively, the “Highmark companies”) and services performed pursuant to federal, state or local government contracts held by any of the Highmark companies (refer to attached listing of Highmark companies). Please note that Highmark currently participates in the Medicare Program as a contractor for Medicare Parts A, B, C and D.

Please also note that you cannot certify as required below unless and until you have surveyed the employee producers through whom you intend to conduct business under this Producer Agreement, and they have responded to the first three questions presented in Section II of this Conflict of Interest Disclosure Statement.

The terms below when used in this disclosure statement shall have the following meanings:

Relationship –

1. A direct or indirect ownership or investment interest of 5% of more (including option or nonvested interest) in any entity that exists through equity, debt, or other means and includes any indirect ownership or investment interest no matter how many levels removed from a direct interest; or
2. Any arrangement with an individual or entity for financial or other gain, including but not limited to, an employment, independent contract, board membership, committee membership or volunteer relationship; or
3. For employee producers, any immediate family member (spouse, son, daughter, father, mother, brother and sister), anyone living in the same residence, anyone who is financially dependent on the individual and/or anyone whose investments are controlled by the individual.

Affiliates - Business concerns are Affiliates of each other if, directly or indirectly, either one controls or has the power to control the other, or another concern controls or has the power to control both.

Producer Agreement – The contract between Highmark and the Producer to which this Conflict of Interest Disclosure Statement is attached.

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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Section II – Conflict of Interest Disclosure Statement

PLEASE NOTE: You do not need to specify the identities of entities you disclose below. Also, disclosure of business relationships will not affect your ability to perform work for Highmark unless an actual, potential or apparent conflict cannot be mitigated.

1. Does Producer, its Affiliates or its employee producers have any Relationship with the Centers for Medicare and Medicaid Services (“CMS”) in regard to business opportunities for Medicare Administrative Contracts (“MAC”) under the Medicare Modernization Act, or has it had any such relationship within the past two years?

NO YES If you answered “YES”, please describe each Relationship below.

2. Does Producer, its Affiliates or its employee producers have any Relationship with any other entities, that have bid or are current MAC bidders?

NO YES If you answered “YES”, please describe the type of entity, the Relationship, and nature of the bid.

3. Does Producer, its Affiliates or its employee producers have any Relationship with any other entity that intends to submit a MAC bid?

NO YES If you answered “YES”, please describe the type of entity, nature of the Relationship, and nature of the bid.

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4. Does Producer or its Affiliates employ any personnel who will solicit or submit Highmark business under this Producer Agreement, who were previously employed by or contracted with CMS in connection with MAC business, including but not limited to involvement with the design of a request for proposals or proposed evaluation factors for proposals?

NO YES If you answered "YES", please provide brief position descriptions and dates of employment.

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Section III – Certification

I certify that the information I have provided in responding to this Conflict of Interest Disclosure is complete and accurate to the best of my knowledge and belief. I also certify that Producer, its Affiliates and employee producers, who will solicit and submit Highmark business have neither given nor received any gift, gratuity or entertainment in connection with work related to Medicare. I further certify that if any additional Relationships, interests or situations impacting my response to the above questions should occur, I will advise Highmark in writing within five (5) days.

I certify that Producer personnel who solicit and submit Highmark business under the Producer Agreement have no conflicts related to Medicare, in accordance with the above questions and that Producer will consult Highmark promptly in the event of any questions concerning actual, apparent or potential conflicts of interest.

Producer: _____ **Phone:** _____
(Please type or print legibly)

Authorized Signature: _____

Title: _____

Date: _____

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Highmark Companies

Alliance Ventures, Inc.	Industrial Medical Consultants, Inc.
Caring Foundation	JEA, Inc.
Davis Vision of Michigan, Inc.	Keystone Health Plan West, Inc.
Davis Vision, Inc.	KV Holdings, Inc.
Davis Vision IPA, Inc.	Mountain State Blue Cross & Blue Shield
Davis Vision of Nevada, Inc.	Parker Benefits, Inc.
DVSC, Inc.	Standard Property Corporation
Empire Vision Center, Inc.	United Concordia Companies, Inc.
Employee Benefit Data Services Co. (EBDS)	United Concordia Dental Corp. of Alabama
Eye Care Centers of America (ECCA)	United Concordia Dental Plans of Arizona
HCI, Inc.	United Concordia Dental Plans of California
HealthGuard of Lancaster, Inc.	United Concordia Dental Plans of New York
HealthGuard Management Services, Inc.	United Concordia Dental Plans of Delaware, Inc.
Highmark Broker Services, Inc.	United Concordia Dental Plans of Florida, Inc.
Highmark Casualty Insurance Company	United Concordia Dental Plans of Illinois, Inc.
Highmark Foundation	United Concordia Dental Plans of Kentucky, Inc.
Highmark Inc.	United Concordia Dental Plans of the Midwest, Inc.
Highmark Health Insurance Company	United Concordia Dental Plans of PA, Inc.
Highmark Medicare Services Inc.	United Concordia Dental Plans of Texas, Inc.
Highmark Senior Resources, Inc.	United Concordia Dental Plans, Inc.
HM Benefits Administrators, Inc.	United Concordia Insurance Company
HM Insurance Group, Inc.	United Concordia Life and Health Insurance Co.
HM Life Insurance Company	United Concordia Services, Inc.
HM Life Insurance Company of New York	Viva Optique, Inc.
HVHC, Inc.	

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CONFLICT OF INTEREST DISCLOSURE STATEMENT
INDIVIDUAL PRODUCER

This is an Organizational Conflict of Interest ("OCI") Disclosure Statement for the Producer. It seeks information on potential OCIs and also potential personal conflicts of interest. Disclosures shall be treated confidentially and shared only to the extent necessary for review and to consider mitigation of any conflicts.

Section I – General Information and Definitions

When completing this Conflict of Interest Disclosure Statement, include information that relates to yourself.

Keep in mind potential conflicts relating to the wholly-owned and majority-owned subsidiaries and affiliates of Highmark Inc. (hereinafter collectively, the “Highmark companies”) and services performed pursuant to federal, state or local government contracts held by any of the Highmark companies (refer to attached listing of Highmark companies). Please note that Highmark currently participates in the Medicare Program as a contractor for Medicare Parts A, B, C and D.

The terms below when used in this disclosure statement shall have the following meanings:

Relationship –

1. A direct or indirect ownership or investment interest of 5% of more (including option or nonvested interest) in any entity that exists through equity, debt, or other means and includes any indirect ownership or investment interest no matter how many levels removed from a direct interest; or
2. Any arrangement with an individual or entity for financial or other gain, including but not limited to, an employment, independent contract, board membership, committee membership or volunteer relationship; or
3. For employee producers, any immediate family member (spouse, son, daughter, father, mother, brother and sister), anyone living in the same residence, anyone who is financially dependent on the individual and/or anyone whose investments are controlled by the individual.

Affiliates - Business concerns are Affiliates of each other if, directly or indirectly, either one controls or has the power to control the other, or another concern controls or has the power to control both.

Producer Agreement - The contract between Highmark and the Producer to which this Disclosure Statement is attached.

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Section II - Conflict of Interest Disclosure Statement

PLEASE NOTE: You do not need to specify the identities of entities you disclose below. Also, disclosure of business relationships will not affect your ability to perform work for Highmark unless an actual, potential or apparent conflict cannot be mitigated.

1. Does Producer have any Relationship with the Centers for Medicare and Medicaid Services (“CMS”) in regard to business opportunities for Medicare Administrative Contracts (“MAC”) under the Medicare Modernization Act, or has it had any such relationship within the past two years?

NO YES If you answered “YES”, please describe each Relationship below.

2. Does Producer have any Relationship with any other entities that have bid or are current MAC bidders?

NO YES If you answered “YES”, please describe the type of entity, the Relationship, and nature of the bid.

3. Does Producer have any Relationship with any other entity that intends to submit a MAC bid?

NO YES If you answered “YES”, please describe the type of entity, nature of the Relationship, and nature of the bid.

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4. Was Producer previously employed by or contracted with CMS in connection with MAC business, including but not limited to involvement with the design of a request for proposals or proposed evaluation factors for proposals?

NO YES If you answered “YES”, please provide brief position descriptions and dates of employment.

Section III - Certification

I certify that the information I have provided in responding to this Conflict of Interest Disclosure is complete and accurate to the best of my knowledge and belief. I also certify that I have neither given nor received any gift, gratuity or entertainment in connection with work related to Medicare. I further certify that if any additional Relationships, interests or situations impacting my response to the above questions should occur, I will advise Highmark in writing within five (5) days.

I certify that I have no conflicts related to Medicare, in accordance with the above questions and that I will consult Highmark promptly in the event of any questions concerning actual, apparent or potential conflicts of interest.

Producer: _____ *Phone:* _____
(Please type or print legibly)

Signature: _____

Date: _____

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Highmark Companies

Alliance Ventures, Inc.	Industrial Medical Consultants, Inc.
Caring Foundation	JEA, Inc.
Davis Vision of Michigan, Inc.	Keystone Health Plan West, Inc.
Davis Vision, Inc.	KV Holdings, Inc.
Davis Vision IPA, Inc.	Mountain State Blue Cross & Blue Shield
Davis Vision of Nevada, Inc.	Parker Benefits, Inc.
DVSC, Inc.	Standard Property Corporation
Empire Vision Center, Inc.	United Concordia Companies, Inc.
Employee Benefit Data Services Co. (EBDS)	United Concordia Dental Corp. of Alabama
Eye Care Centers of America (ECCA)	United Concordia Dental Plans of Arizona
HCI, Inc.	United Concordia Dental Plans of California
HealthGuard of Lancaster, Inc.	United Concordia Dental Plans of New York
HealthGuard Management Services, Inc.	United Concordia Dental Plans of Delaware, Inc.
Highmark Broker Services, Inc.	United Concordia Dental Plans of Florida, Inc.
Highmark Casualty Insurance Company	United Concordia Dental Plans of Illinois, Inc.
Highmark Foundation	United Concordia Dental Plans of Kentucky, Inc.
Highmark Inc.	United Concordia Dental Plans of the Midwest, Inc.
Highmark Health Insurance Company	United Concordia Dental Plans of PA, Inc.
Highmark Medicare Services Inc.	United Concordia Dental Plans of Texas, Inc.
Highmark Senior Resources, Inc.	United Concordia Dental Plans, Inc.
HM Benefits Administrators, Inc.	United Concordia Insurance Company
HM Insurance Group, Inc.	United Concordia Life and Health Insurance Co.
HM Life Insurance Company	United Concordia Services, Inc.
HM Life Insurance Company of New York	Viva Optique, Inc.
HVHC, Inc.	

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