

## Western Region Appointment Documents – Individual

### HIGHMARK INC. PRODUCER APPOINTMENT INFORMATION CHECK LIST

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

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

#### INDIVIDUAL APPOINTMENT CHECK LIST

- Have you legibly printed or typed your responses to the Highmark Inc. Individual Appointment Information Form and Conflict of Interest Disclosure Statement and Appointment Agreement?
- Have you legibly printed or typed your responses to the Keystone Health Plan West Inc. (KHPW) Individual Appointment Information Form and Conflict of Interest Disclosure Statement and Appointment Agreement (if you also wish to market KHPW products)?
- Have you attached a copy of your agency's current producer license, issued by the Commonwealth of Pennsylvania?
- Have you reviewed the Highmark Privacy and Security Awareness Program Booklet and attached a signed Highmark Privacy and Security Awareness Program Training Certification Form? The Privacy and Security Training Booklet and the Training Certification Form are available via the Producer Portal in the "Online Library" at [www.Highmarkbcbs.com](http://www.Highmarkbcbs.com)
- Have you attached proof of Errors and Omissions (E & O) insurance; e.g., a copy of the declaration page from the E & O policy issued by your carrier?
- Have you enclosed a check made payable to Highmark Inc. for the Pennsylvania Insurance Department's Appointment fee(s): \$15.00 per Appointment? (If you are applying for both a Highmark Appointment and a KHPW Appointment, enclose a check for \$30.00.)
- If you wish to sell Individual Products, have you completed the Individual Products training module(s) available via the Producer Portal and attached a completed Certification of Completion Form Highmark Individual Products Training signed by the Producer and the General Agency? The Direct Pay Training Modules are available via the Producer Portal in the "Online Library" at [www.Highmarkbcbs.com](http://www.Highmarkbcbs.com)

Return Completed Documents to:

Attention: Producer Affairs West  
Appointment & Licensing  
Highmark Inc.  
120 Fifth Avenue: Suite P2307  
Pittsburgh, Pa 15222-3099

## Western Region Appointment Documents – Individual

### HIGHMARK INC. PRODUCER APPOINTMENT INFORMATION FORM AND CONFLICT OF INTEREST DISCLOSURE STATEMENT

(Individual)

#### Part A - Appointment Information Form

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

List any other names by which you conduct business: \_\_\_\_\_

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

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

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
(mm/dd/yy)

Business Address:  
Street \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
City: \_\_\_\_\_ STATE \_\_\_\_ ZIP \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_\_  
FAX Number: (\_\_\_\_) \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Residence Address:  
Street: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
City: \_\_\_\_\_ STATE \_\_\_\_ ZIP \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_\_

I request Authorization to sell:  Individual  Group  Both Group and Individual

#### **Please answer the following questions:**

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

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

Reminder: The Appointment application (consisting of the Appointment Information Form, 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 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.

## Western Region Appointment Documents – Individual

### Part B - Conflict of Interest Disclosure Statement

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 Definitions

When completing this Conflict of Interest Disclosure Statement ("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% or 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 Inc. and the Producer to which this Disclosure Statement is attached.

# Western Region Appointment Documents – Individual

## 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.

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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.

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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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**Western Region Appointment Documents – Individual**

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.

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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 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: \_\_\_\_\_

## Western Region Appointment Documents – Individual

### 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 Medicare Services Inc.	United Concordia Dental Plans of PA, Inc.
Highmark Senior Resources, Inc.	United Concordia Dental Plans of Texas, Inc.
HM Benefits Administrators, Inc.	United Concordia Dental Plans, Inc.
HM Insurance Group, Inc.	United Concordia Insurance Company
HM Life Insurance Company	United Concordia Life and Health Insurance Co.
HM Life Insurance Company of New York	United Concordia Services, Inc.
HVHC, Inc.	Viva Optique, Inc.

## Western Region Appointment Documents – Individual

### HIGHMARK INC. APPOINTMENT AGREEMENT

(Individual)

This Appointment Agreement (“Agreement”) is made effective as of the date set forth below by and between Highmark Inc. (Highmark) with its principal office at Fifth Avenue Place, 120 Fifth Avenue, Pittsburgh, PA 15222 and \_\_\_\_\_ (“Producer”), an individual whose address is \_\_\_\_\_

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

**WHEREAS**, Producer has requested 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 products that it shall specify from time to time.
4. This Agreement shall become effective on this the date signed by the parties and shall be unlimited in duration; provided, however that this Agreement will automatically terminate if, at any time, Producer’s license is no longer valid.
5. Either party may terminate this Agreement, with or without cause, by giving written notice to the other party at the address set forth in this Agreement.
6. The parties agree that nothing contained in this Agreement shall create an employment relationship between them.
7. 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

## Western Region Appointment Documents – Individual

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.
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 federal, state, and local 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 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.
17. Producer shall be subject to the same limitations on the use and disclosure of Protected Health Information ("PHI") and Highmark-produced data ("Data") that apply to the General Producer through which Producer sells or services Highmark Health Benefits Plans. Such limitations are set forth in specific agreements between Highmark and the General Producer. These limitations on use of Data shall apply regardless of the manner in which Producer received Data.

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

Producer:

Highmark Inc.:

Name: \_\_\_\_\_  
(Please type or print legibly)

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

Name: \_\_\_\_\_  
(Signature)

Title: Director, Producer Affairs

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

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

## Western Region Appointment Documents – Individual

<b>KEYSTONE HEALTH PLAN WEST, INC. PRODUCER APPOINTMENT INFORMATION FORM AND CONFLICT OF INTEREST DISCLOSURE STATEMENT</b>
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(Individual)

### Part A - Appointment Information Form

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

List any other names by which you conduct business: \_\_\_\_\_

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

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

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_      Date of Birth: \_\_\_\_\_  
(mm/dd/yy)

Business Address:  
Street \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
City: \_\_\_\_\_ STATE \_\_\_\_ ZIP \_\_\_\_\_  
Telephone Number: (     ) \_\_\_\_\_  
FAX Number: (     ) \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Residence Address:  
Street: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
City: \_\_\_\_\_ STATE \_\_\_\_ ZIP \_\_\_\_\_  
Telephone Number: (     ) \_\_\_\_\_

I request Authorization to sell:     Individual                       Group                       Both Group and Individual

**Please answer the following questions:**

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

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

Reminder: The Appointment application (consisting of the Appointment Information Form, 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 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.

## Western Region Appointment Documents – Individual

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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 Inc. and the Producer to which this Disclosure statement is attached.

# Western Region Appointment Documents – Individual

## 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.**

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

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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.

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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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**Western Region Appointment Documents – Individual**

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.

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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 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 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)

*Signature:* \_\_\_\_\_

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

## Western Region Appointment Documents – Individual

### 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 Medicare Services Inc.	United Concordia Dental Plans of PA, Inc.
Highmark Senior Resources, Inc.	United Concordia Dental Plans of Texas, Inc.
HM Benefits Administrators, Inc.	United Concordia Dental Plans, Inc.
HM Insurance Group, Inc.	United Concordia Insurance Company
HM Life Insurance Company	United Concordia Life and Health Insurance Co.
HM Life Insurance Company of New York	United Concordia Services, Inc.
HVHC, Inc.	Viva Optique, Inc.

## Western Region Appointment Documents – Individual

### KEYSTONE HEALTH PLAN WEST, INC. APPOINTMENT AGREEMENT

(Individual)

This Appointment Agreement (“Agreement”) is made effective as of the date set forth below by and between Keystone Health Plan West, Inc. (“KHPW”), with its principal office at Fifth Avenue Place, 120 Fifth Avenue, Pittsburgh, PA 15222 and \_\_\_\_\_ (“Producer”) an individual whose address is \_\_\_\_\_

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

**WHEREAS**, Producer has requested KHPW to appoint him/her as a producer to sell KHPW 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 producer license is in full force and effect. Producer further warrants that his/her producer license reflects lines of authority for the kinds of insurance that Producer intends to sell on behalf of KHPW.
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 KHPW that the information contained on the Information Form is true and correct as of the effective date of this Agreement.
3. KHPW hereby appoints Producer to act as its producer in the sale and service of the following products: Group Products and Individual Products.
4. This Agreement shall become effective on the date signed by the parties and shall be unlimited in duration; provided, however that this Agreement will automatically terminate if, at any time, Producer’s license no longer valid.
5. Either party hereto 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 hereto agree that nothing contained in this Agreement shall create an employment relationship between the parties.
7. KHPW 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 KHPW. Upon request, Producer agrees to provide KHPW with a Certificate of Insurance evidencing the required coverage.

**Western Region Appointment Documents – Individual**

- 9. KHPW, at its option, may assign or transfer this Agreement to any affiliated or successor entity.
- 10. Producer agrees to comply with all KHPW guidelines, procedures and policies, as may be in effect from time to time.
- 11. Producer agrees to notify KHPW promptly upon the occurrence of any event which may affect the ability of the Producer to fulfill his/her obligations under this Agreement or affect the status of Producer’s license.
- 12. Producer agrees to satisfy all obligations that he/she may have under this Agreement in accordance with applicable federal, state and local law.
- 13. Producer acknowledges that KHPW 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 KHPW 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 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 KHPW and Producer for the purpose of appointing Producer to sell KHPW products.
- 17. Producer shall be subject to the same limitations on the use and disclosure of Protected Health Information (“PHI”) and KHPW-produced data (“Data”) that apply to the General Producer through which Producer sells or services KHPW Health Benefits Plans. Such limitations are set forth in specific agreements between KHPW and the General Producer. These limitations on use of Data shall apply regardless of the manner in which Producer received Data.

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

<u>Producer:</u>	<u>Keystone Health Plan West, Inc.:</u>
Name: _____ (Please type or print legibly)	By: _____
Name: _____ (Signature)	Title: <u>Director, Producer Affairs</u>
Date: _____	Date: _____