

Silver Script Licensing Checklist

Please submit the following information and documents to **SMS** when licensing with SilverScript

PLEASE COMPLETE AND SIGN THE FOLLOWING FORMS:

- ⇒ Completed Information Sheet
- ⇒ Signed Subagent Agreement
- ⇒ Signed Business Associate Agreement
- ⇒ Completed and Signed W9
- ⇒ Completed and Signed EFT form with voided check (required)

DON'T FORGET TO:

- ⇒ Send a copy of your **CURRENT LICENSE!**
- ⇒ Send a copy of any non-resident state licenses in which you wish to be appointed
- ⇒ Send a copy of your E&O certificate (required)

Please return all contracting to Senior Marketing Specialists via:

Mail: 801 Gray Oak Dr
Columbia, MO 65201

Email: contracting@smsteam.net
Fax: 573-875-2778

If you have any questions regarding these instructions or how to become appointed in your state, please call SMS @ **1-800-689-2800**.

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

This SUBAGENT AGREEMENT ("Agreement") is entered into by and between Ritter Insurance Marketing _____ ("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: Ritter Insurance Marketing

By: 

Name: Craig J Ritter

Title: President

SUBAGENT

By: _____



Name: _____

Title: _____

**SCHEDULE A
COMPENSATION SCHEDULE ADDENDUM FOR SILVERSCRIPT**

Effective Date*	Initial Enrollment	Renewal Enrollment
2014	See attached commission schedule	See attached commission schedule

*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**

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

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 Ritter Insurance Marketing _____ 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 Craig J Ritter

Title _____

Title President

Date _____

Date _____

Request for Taxpayer Identification Number and Certification

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

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

Sign Here Signature of U.S. person ▶

SIGN HERE Date ▶

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.



RITTER

Insurance Marketing®

ACH Authorization Form

Add Delete Change

Company Name: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Agent NPN: _____

Funds Settlement Information

Checking Savings

Bank Name: _____

Account Owner: _____

Account Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Routing # (9 digits) _____

Account # _____

_____ (hereinafter referred to as Agent) authorizes Ritter Insurance Marketing (hereinafter referred to as Ritter) to initiate ACH transfer entries and to credit the account identified herein for business relating to contracts with Ritter. This authorization shall remain in effect unless and until Ritter has received written notification from the Agent that this authorization has been terminated in such time and manner to allow Ritter to act. Undersigned represents and warrants to Ritter that the person executing this Release is an authorized signatory on the Account referenced above and all information regarding the Account and Account Owner is true and correct.

_____/ /
Account Owner Signature Date

Print Name and Title

ATTACH PRE-PRINTED VOIDED CHECK
OR
BANK LETTER
SEND TO

FAX: 1-888-509-7058

EMAIL: LICENSE@RITTERIM.COM

MAIL: 2600 Commerce Drive, Harrisburg, PA 17110

This form **MUST** be accompanied by a **Printed Voided Check or Bank Letter**

Ritter Insurance Marketing LLC.
Agent Compensation Agreement – SilverScript Insurance Company – Level 4 (GA4)

This Compensation Agreement (“Agreement”) is for the payment of commissions for SilverScript Insurance Company, hereinafter referred to as (“Insurance Company”). This Agreement is between Ritter Insurance Marketing LLC, hereinafter referred to as (“Ritter”) and _____, hereinafter referred to as (“Agent”). Ritter and Agent are referred to herein individually as a Party or party and collectively as the Parties or parties.

WHEREAS, Insurance Company is contracted with the Centers for Medicare & Medicaid Services (“CMS”) to offer Medicare Part D plans (collectively, the “Plans”) to Eligible Medicare Beneficiaries;

WHEREAS, Ritter is contracted with Insurance Company to facilitate the enrollment of Eligible Medicare Beneficiaries into Insurance Company Medicare Products; and,

WHEREAS, Agent desires to solicit, and Ritter desires that Agent so solicit, applications from Eligible Medicare Beneficiaries to enroll in the Plans.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the Parties hereto agree as follows:

General Conditions:

1. By accepting commission payments from Ritter, Agent agrees to all of conditions of this Agreement.
2. Agent agrees to submit a copy of the Scope of Appointment (“SOA”) form and other required materials along with the Enrollment form for all self-generated enrollments. Failure to submit SOA and other required materials will result in loss of commission for that enrollment. Additionally, failure to properly collect and submit a SOA is a violation of the Center for Medicare & Medicaid Services (“CMS”) guidelines that may result in disciplinary action up to, and including, termination. As such, Agent agrees to:
 - (a) Obtain the SOA for any one-on-one sales meeting in advance, when applicable, in accordance with the applicable Insurance Company and/or CMS guidelines.
 - (b) Ensure the SOA, enrollment application, and all such related materials are complete, accurate, and appropriately signed by the eligible Medicare beneficiaries or his/her authorized representative.
 - (c) Submit SOAs and enrollment applications to Insurance Company immediately but no later than 24 hours upon completion.
3. Agent agrees to allow Ritter and Insurance Company to conduct monitoring activities including Ride Alongs and Secret Shopping activities.
4. Agent agrees to assign any and all commissions related to the enrollment of Eligible Medicare Beneficiaries into Insurance Company plans to Ritter. Ritter shall pay commissions to Agent according to the terms of this Agreement, however, nothing in this Agreement shall be construed to violate the CMS Marketing Guidelines nor shall this Agreement violate the terms and conditions of the Field Marketing Organization Agreement between Ritter and Insurance Company. If there is any conflict between this Agreement and the aforementioned, this Agreement shall be amended to adhere to CMS regulations and to the Field Marketing Organization Agreement terms and conditions.

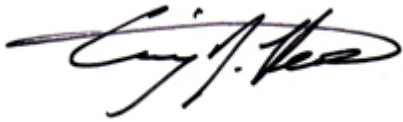
Assigned Commission to General Agency. Licensed Only Agent (“LOA”) agrees to assign any and all commissions to the General Agency who employs or contracts with the LOA. General Agency will provide Ritter with written documentation that each General Agency’s agent has assigned any and all commission related to the enrollment of eligible Medicare Beneficiaries into Insurance Company to General Agency. For the LOAs who have assigned their commission to General Agency, Ritter shall pay General Agency and General Agency’s downline agents shall be compensated by General Agency according to the Commission schedules in the Agreement, unless the downline agent has agreed with General Agency in writing to an alternative compensation methodology or amount in compliance with applicable law. Ritter reserves the right to pay the LOA directly if the General Agency fails to compensate the LOA.

(c) Prior Agreements. Agent and Ritter agree that this Agreement, including all exhibits, appendices and addenda attached hereto or incorporated into this Agreement by reference, constitutes the entire agreement between Ritter and Agent and will, upon execution by the Parties, supersede any prior agreement, oral or written, between the Parties concerning the subject matter of this Agreement. If any such agreements are in existence, they are, upon execution of this Agreement by the Parties, hereby cancelled, except with respect to any compensation or commission payable thereunder, which compensation or commission shall continue to be paid in accordance with the terms thereof.

24. Choice of Law, Forum. This Agreement shall be governed by the law of the Commonwealth of Pennsylvania, without reference to or use of any conflicts of laws provisions. The Parties hereto agree that with respect to any disputes, actions, suits or proceedings arising in connection with this Agreement, venue will be in the State of Commonwealth of Pennsylvania and in such event, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Dauphin County, Pennsylvania.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be signed by their duly authorized representatives as of the Effective Date.

Ritter Insurance Marketing, LLC



By: _____

Name: Craig J. Ritter

Title: President

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

2018 - COMMISSION SCHEDULE

For “Non-Like Plan” ALL Part D Plans – Initial (From Medicare Advantage or New to Medicare, determined by CMS). First payment will be made at the Replacement level until Insurance Company is notified by CMS to release the initial compensation and Insurance Company pays this to Ritter. (All States)

Level	Title	2018 PDP Year 1	Renewal Years 2+ *
4	GA4	\$ 72.00	Up to 50% of Current FMV or Carrier Rate
3	GA3	\$ 72.00	Up to 50% of Current FMV or Carrier Rate
2	GA2	\$ 72.00	Up to 50% of Current FMV or Carrier Rate
1	GA1	\$ 72.00	Up to 50% of Current FMV or Carrier Rate
0	LOA	\$ 0.00	\$ 0.00

For “Like Plan” Replacement Commissions (Part D Plan replacing Part D Plan, as defined by CMS) (All States)

Level	Title	2018 PDP Renewal Year 1	Renewal Years 2+ *
4	GA4	\$36.00	Up to 50% of Current FMV or Carrier Rate
3	GA3	\$36.00	Up to 50% of Current FMV or Carrier Rate
2	GA2	\$36.00	Up to 50% of Current FMV or Carrier Rate
1	GA1	\$36.00	Up to 50% of Current FMV or Carrier Rate
0	LOA	\$ 0.00	\$ 0.00

* Current Fair Market Value (FMV) established by CMS during compensation cycle year 2 and beyond. Renewal compensation may be paid up to fifty (50) percent of the Current FMV, published by CMS annually.