

**UNITED HEALTHCARE INSURANCE COMPANY  
AGENT AGREEMENT**

This AGENT AGREEMENT (this “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between United HealthCare Insurance Company, (“United”), on behalf of itself and its Affiliates (collectively, the “Company”) and \_\_\_\_\_ (“Agent”).

A. United and certain of its Affiliates offer Medicare Advantage Plans (“MA Plans”), stand-alone prescription drug plans (“PDP Plans”), Medicare supplement insurance plans (“Med Supp Plans”) and other health plans and products as may be designated by the Company (collectively, the “Products”).

B. FMO or General Agent has recommended Agent for appointment by the Company to market and promote the Products.

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

**ARTICLE ONE  
DEFINITIONS**

1.1 **Affiliate** is any entity which directly or indirectly, through one or more intermediaries, owns or controls, is controlled or owned by or is under common ownership or control with United, and offers one or more of the Products. Affiliates offering the Products shall be specified in the Agent Compensation Schedule attached hereto and incorporated herein as **Exhibit A** to this Agreement.

1.2 **CMS** is the Centers for Medicare & Medicaid Services.

1.3 **CMS Contract** is the contract entered into by CMS and the Company pursuant to which the Company offers the MA Plans and PDP Plans in a specified service area or region.

1.4 **Field Marketing Organization (FMO)** is an independent contractor, who or which has entered into a contract with Company for the marketing and promotion of the Products and has directly or indirectly through a General Agent recommended Agent for appointment by the Company to market and promote the Products.

1.5 **General Agent** is an appropriately licensed, independent contractor, appointed by the Company, free to exercise his or its own judgment as to the time and manner of performing services pursuant to an agreement between the General Agent and the Company and authorized to recommend another agent for appointment as a General Agent, Agent or Solicitor Agent. A General Agent can be categorized in any one of three levels, General Agent (GA), Super General Agent (SGA) or Master General Agent (MGA) as set forth in the Relationship Hierarchy attached hereto and incorporated herein as **Exhibit B**. For clarification, an SGA can recommend an MGA, GA, Agent and Solicitor; and an MGA can recommend a GA, Agent, and Solicitor.

1.6 **MA Plan** is any Medicare Advantage Plan that may now or in the future be offered to individual Medicare beneficiaries by the Company and subject to this Agreement, including, but not limited to, Local HMO and PPO Plans (“Local MA Plans”), Special Needs Plans (“SNPs”), Regional Preferred Provider Plans, and Private Fee for Service Plans (“PFFS Plans”). The definition of MA Plan includes MA Plans which include prescription drug plan benefits (“MA-PD Plans”).

1.7 **Med Supp Plan** is a Medicare supplement insurance product authorized under applicable federal and state laws and regulations that may now or in the future be offered to individual beneficiaries by the Company.

The following exhibits and attachments are incorporated by reference into this Agreement:

- **Exhibit A** Agent Compensation Schedule
- **Exhibit B** Hierarchy Relationship Addendum
- **Exhibit C** Medicare Regulatory Addendum
- **Exhibit D** HIPAA Business Associate Addendum
- **Exhibit E** Branded Products Addendum

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**AGENT CONTRACTING AS**

**UNITED HEALTHCARE INSURANCE  
COMPANY, on behalf of itself and its Affiliates**

(Check one)

- INDIVIDUAL**
- PARTNERSHIP**
- CORPORATION**

\_\_\_\_\_  
Print Name on License

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Company Officer

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

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

\_\_\_\_\_  
Address

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

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

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

E-mail: \_\_\_\_\_

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

**EXHIBIT B**

**Relationship Hierarchy**

Relationship Hierarchy (as applicable):

FMO Name/Entity: \_\_\_\_\_

FMO #: \_\_\_\_\_

SGA Name/Entity: \_\_\_\_\_

SGA #: \_\_\_\_\_

MGA Name/Entity: \_\_\_\_\_

MGA #: \_\_\_\_\_

GA Name/Entity: \_\_\_\_\_

GA #: \_\_\_\_\_

Agent Name/Entity: \_\_\_\_\_

Agent #: \_\_\_\_\_



# Appointment Application

## United Healthcare Insurance Company and Affiliates Medicare Advantage and Prescription Drug Plan

Name \_\_\_\_\_ Alias/Other Names \_\_\_\_\_

Social Security # \_\_\_\_\_ Tax ID \_\_\_\_\_

Corporation Name \_\_\_\_\_ Appointment Type \_\_\_ Individual \_\_\_ Corporation

Date of Birth \_\_\_\_\_ Mailing Preference \_\_\_ Home \_\_\_ Business

Home Address _____ City _____ State _____ Zip _____ Home Phone _____	Business Address _____ City _____ State _____ Zip _____ Business Phone _____
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Fax Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

Resident State License \_\_\_\_\_ License # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Non-Resident License States \_\_\_\_\_  
(Attach copies of all licenses for appointment)

### Errors and Omissions Coverage

**AN ACTIVE POLICY DECLARATION PAGE WITH YOUR NAME LISTED AS THE COVERED ENTITY MUST BE ATTACHED IN ORDER TO BECOME A CONTRACTED AGENT**

Name of Carrier \_\_\_\_\_

Policy # \_\_\_\_\_ Expiration Date \_\_\_\_\_  
(\$1,000,000 per occurrence and \$1,000,000 annual aggregate required)



# Appointment Application

**Background – Please provide a complete explanation of any “Yes” answers on a separate sheet:**

Yes  No 1.) Have you ever had your insurance or securities license suspended or revoked or have you ever had an application for an insurance license denied by any insurance department?

Yes  No 2.) Have you ever plead guilty or nolo contendere to or found guilty of a felony or crime including but not limited to crimes involving dishonesty, breach of trust or a violation of any federal law or are you now under indictment?

Yes  No 3.) Have you ever had a complaint filed against you with an insurance department, NASD, or other regulatory agency or do you anticipate one being filed or have you ever been terminated by any company for cause?

Yes  No 4.) Are you at present time involved in any litigation or are there any unjustified judgments or liens (including State or Federal tax liens) against you?

Yes  No 5.) Do you owe an insurance company or other person for any premiums collected or monies advanced?

Yes  No 6.) Has any company or other person alleged that it has not received premiums or other monies due such company or person from you?

## Conditions and Agreements

I have thoroughly reviewed this application and have answered all questions to the best of my knowledge. By signing below, I hereby attest to all matters set forth above and agree to all matters set forth below. I hereby agree that if and when any or all of the companies issue to me any Agreement(s) for which I hereby apply, I will be bound by such Agreement(s). I understand that my supervising office has specimen forms of the Agreement(s) on file and I have has the opportunity to review such Agreement(s). Submitting to the Company any application for insurance products, including but not limited to Medicare Advantage and Prescription Drug Plan shall constitute my agreement to such Agreement(s) and all the terms, conditions and provisions set forth therein. I acknowledge that by signing this Appointment Application and submitting any such insurance application for Insured Product, I have so agreed to the Agreement(s) and not future signature by me shall be necessary.

I have executed this Appointment Application as evidence of the understanding, acceptance and consent of its terms, and I agree that I will not solicit business until I receive notification from the Company that this acknowledgement has been approved. I understand that as part of its approval process, the Company may obtain an investigative consumer report which will confirm information regarding my character, general reputation, credit history, personal characteristics and mode of living. I hereby authorize the Company to obtain such a report.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_



United Healthcare Insurance Company
Assignment of Commissions

To \_\_\_\_\_ Tax ID \_\_\_\_\_
(Herein called the Assignee)

Assignee's Address \_\_\_\_\_

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

Telephone \_\_\_\_\_

For valuable consideration, the undersigned, herein called the Assignor, hereby assigns to the Assignee all of the Assignor's right, title, interest, claim or demand in and to any and all compensation now due and payable, or which may become due and payable, under existing contracts and agreements heretofore entered into by and between United Healthcare Insurance Company, on behalf of itself and its affiliates (collectively, the "Company") and Assignor.

Assignor hereby authorizes and empowers the Company to pay Assignee all compensation (including but not limited to over-riding commissions) now due or which may become due under the Agreement until such time as Assignor terminates this assignment by written notice to the Company. Assignor acknowledges and agrees that such payment of compensation to Assignee shall constitute payment of such compensation to the Assignor as if paid directly to the Assignor and the Company shall be fully released from any and all responsibility to the Assignor for such payments. Assignor hereby acknowledges and agrees that assignment of compensation payable under the agreement does not release or otherwise relieve

Assignor of any obligation or responsibility under the Agreement including, but not limited to, the obligation to pay commissions to Solicitor Agents and/or the obligation to reimburse the Company for compensation paid on premiums subsequently refunded.

Assignor hereby covenants and agrees that Assignor is the absolute and sole owner of said compensation, free from assignment or encumbrance of any kind or character whatsoever, and has full right and lawful authority to so assign same. The Assignor shall at all times defend, indemnify and hold harmless the Company and its officers, agents, and employees form and against any and all suits, actions, losses, damages, claims, expenses (including but not limited to the Company's legal expenses) and liability of any character, type of description arising our of the execution or performance of this assignment.

Assignor Signature \_\_\_\_\_ Dated \_\_\_\_\_

Assignor Name \_\_\_\_\_
(Print)

Assignee Signature \_\_\_\_\_ Dated \_\_\_\_\_

The Company acknowledges receipt of, and consents to the foregoing assignment, but assumes no responsibility for the validity or sufficiency hereof. This assignment is effective on the date signed by an authorized officer of the company.

By \_\_\_\_\_ Dated \_\_\_\_\_
(Authorized Company Signature)

Company Officer Name \_\_\_\_\_ Title \_\_\_\_\_
(Print)

# Request for Taxpayer Identification Number and Certification

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

Please print or type

Name (See **Specific Instructions** on page 2.)

Business name, if different from above. (See **Specific Instructions** on page 2.)

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other ▶ .....

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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 2.** 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 2.

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
				+				

or

Employer identification number								
				+				

List account number(s) here (optional)

## Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)

## Part III Certification

Under penalties of perjury, I certify that:

- 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**
- 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**
- I am a U.S. person (including a U.S. resident alien).

**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 2.)

**Sign Here**      Signature of U.S. person ▶

Date ▶

### Purpose of Form

A person who is required to file an information return with the IRS must get 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 give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

**If you are a foreign person, use the appropriate Form W-8.** See **Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.**

**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.

**What is backup withholding?** Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.**

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.