



Broker Information Sheet

First Name: _____ M.I.: ____ Last Name: _____

DOB: _____ Referring Writing

Health License Number: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Home Phone: (____) _____ Cell Phone: (____) _____

Personal E-Mail: _____

FMO/ Company Name: _____

Phone Number: _____

Business Address: _____

City: _____ State: ____ Zip: _____

Agent Writing Number: _____

Effective Date: _____

**Joinder Agreement
Broker Agent**

_____ (“**Covenantor**”), hereby agrees to be bound by all of the provisions of the Independent Broker Agreement dated as of _____, 20__ by and between _____ (“**Broker**”) and Simply Healthcare Plans, Inc. (as it has been and may be amended, supplemented or otherwise modified from time to time, the “**Agreement**”). Unless otherwise indicated, all capitalized terms used but not defined shall have the meaning given to such terms in the Agreement.

In connection with the foregoing, all references to "Broker Agent(s)" in the Agreement shall include Covenantor. Covenantor, by executing this Joinder Agreement, hereby acknowledges that Covenantor has read the terms and conditions of the Agreement and agrees to, and shall, be bound, and abide, by all terms, conditions, covenants and obligations applicable to Broker Agents under the Agreement as of the date set forth below.

Covenantor, by executing this Joinder Agreement also certifies that Covenantor currently satisfies all of the requirements to be a Broker Agent as set forth in the Agreement and affirms that Covenantor will immediately notify Broker and/or Simply in the event Covenantor no longer satisfies all of the requirements to be a Broker Agent, or if the representations and warranties set forth in the Agreement that are applicable to Covenantor are no longer true.

Covenantor hereby acknowledges that Simply shall have the right, in its sole discretion, to remove Covenantor from providing services under the Agreement if Covenantor fails to continue to meet the requirements to be a Broker Agent or if the representations and warranties set forth in the Agreement that are applicable to Covenantor are no longer true. Covenantor acknowledges that in the event of such removal, Simply will provide written notice of the termination of the Agreement with respect to Covenantor to both Broker and Covenantor and that the effect of such termination on any Compensation payable to Covenantor shall be as described in the Agreement.

[Signature Page Follows]

Dated as of _____, 20__

COVENANTOR

Sign: _____

Print Name: _____

Title: _____

ADDRESS:

Broker Agent License Information:

License No. _____

Issuing State: _____

Designation / Classification: _____



APPOINTMENT APPLICATION

Health License Number: _____

AGENT INFORMATION:

Name _____ D.O.B. _____ S.S# _____

Resident Address _____ Phone _____

Business Address _____ Phone _____

Please send mail to: Residence Business

Name of Insurance Company(ies) you represent. 1. _____, 2. _____

MUST BE COMPLETED

- 1. Has the applicant listed above pled guilty or nolo contendere to or been guilty of a felony or a crime involving moral turpitude since qualifying for this appointment? ___ Yes ___ No (If "Yes", attach a separate document describing the circumstances related to this question.)
2. With the exception of credit life and disability insurance agents, is this licensee employed by or associated with to any degree, directly or indirectly, a financial institution as defined in Section 626.983.F.S? ___ Yes ___ No (If "Yes," attach a separate document describing the circumstances related to this question.)
3. Has your license ever been suspended or revoked? If yes explain.

4. Do you write business under an Agency Supervision? Yes No

If yes, please complete:

Agency Name _____ FED I.D. # _____

Address _____

Phone _____

ASSIGNMENT OF COMMISSIONS

This is my authorization for Simply Healthcare Plans, Inc. to pay said commissions to:

Business Name: _____ Fed TIN/or SSN: _____

I hereby authorize payment to the assignee of all such commission, without notice to me, and without requiring any further authorization from me. Payment to the assignee shall constitute a full and complete discharge to any party liable for payment of such commissions. Furthermore, I hold Simply Healthcare Plans, Inc. harmless from any and all claims for commissions which are the subject of this authorization and assignment.

DATE

SIGNATURE

FAIR CREDIT REPORTING ACT - PUBLIC - Public Law 91-508 requires we advise you that a routine inquiry may be made which will provide information concerning character, general reputation, personal characteristics, and mode of living. Upon written request, additional information as to the nature and scope of the report, if one is made, will be provided.

*If appointed to represent Simply Healthcare Plan, Inc., I fully understand that as the "Agent" I am and will be considered an independent contractor. I understand that I am not an employee, agent or representative of Simply Healthcare Plan, Inc., I am representing the purchaser as the purchaser's agent. This application and any attachments become a part of your agent file with Simply Healthcare Plans, Inc.

DATE

SIGNATURE

BROKER COMPENSATION

Commission

Simply will only pay commission on qualified enrollments. Qualified is defined as an enrollment for which an enrollment application has (i) been reviewed and validated by Simply; and (ii) approved and confirmed by CMS.

The following commission rates will be paid by Simply to Broker or its Broker Agents, as the case may be, for each Individual enrolled as a Medicare Enrollee in a Simply Plan, but only to the extent such Simply Plan is included under this Agreement and, in each case, only if the Individual is enrolled by Broker or a Broker Agent. Commission shall be paid solely on Individuals enrolled by Broker or a Broker Agent in a Simply Plan as deemed effective and paid by CMS with a membership effective date of January 1, 2017 - December 1, 2017.

New Medicare Enrollee Commission	\$443
Existing Medicare Enrollee Commission	\$222
Renewal Commission	\$18.50 per month

- Broker or its Broker Agents, as the case may be, shall receive New Medicare Enrollee Commission for Medicare Enrollees who have enrolled in Medicare for the first time and for Medicare Enrollees who were previously enrolled in a Medicare plan of an “unlike plan type,” as that term is described in the Marketing Guidelines.
- Broker or its Broker Agents, as the case may be, shall receive Existing Medicare Enrollee Commission for Medicare Enrollees who were previously enrolled in a Medicare plan of a “like plan type,” as that term is described in the Marketing Guidelines.
- Subject to the provisions of Section 2.4.1, 2.4.2, 2.4.3 and 6.2.4, Broker or its Broker Agents, as the case may be, shall receive Renewal Commission for as long as the applicable Medicare Enrollee remains continuously enrolled in a Simply Plan.

Subject to any return of commission, as described in Section 6.4 of the Agreement, the Chart below explains the amount of pro-rated commission Broker or its Broker Agents, as the case may be, will receive for Existing Medicare Enrollees depending on the effective enrollment month of the beneficiary into a plan in the first calendar year.

2017 Effective date	Expected Number of Enrollment Months	First Year Payment
1/1/2017	12	\$222
2/1/2017	11	\$203.50
3/1/2017	10	\$185.00
4/1/2017	9	\$166.50
5/1/2017	8	\$148.00
6/1/2017	7	\$129.50
7/1/2017	6	\$111.00
8/1/2017	5	\$92.50

9/1/2017	4	\$74.00
10/1/2017	3	\$55.50
11/1/2017	2	\$37.00
12/1/2017	1	\$18.50

Print Name _____ Signature _____ Date _____

BROKER COMPENSATION

Commission

Simply will only pay commission on qualified enrollments. Qualified is defined as an enrollment for which an enrollment application has (i) been reviewed and validated by Simply; and (ii) approved and confirmed by CMS.

The following commission rates will be paid by Simply to Broker or its Broker Agents, as the case may be, for each Individual enrolled as a Medicare Enrollee in a Simply Plan, but only to the extent such Simply Plan is included under this Agreement and, in each case, only if the Individual is enrolled by Broker or a Broker Agent. Commission shall be paid solely on Individuals enrolled by Broker or a Broker Agent in a Simply Plan as deemed effective and paid by CMS with a membership effective date of January 1, 2018 - December 1, 2018.

New Medicare Enrollee Commission	\$455
Existing Medicare Enrollee Commission	\$228
Renewal Commission	\$19.00 per month

- Broker or its Broker Agents, as the case may be, shall receive New Medicare Enrollee Commission for Medicare Enrollees who have enrolled in Medicare for the first time and for Medicare Enrollees who were previously enrolled in a Medicare plan of an “unlike plan type,” as that term is described in the Marketing Guidelines.
- Broker or its Broker Agents, as the case may be, shall receive Existing Medicare Enrollee Commission for Medicare Enrollees who were previously enrolled in a Medicare plan of a “like plan type,” as that term is described in the Marketing Guidelines.
- Subject to the provisions of Section 2.4.1, 2.4.2, 2.4.3 and 6.2.4, Broker or its Broker Agents, as the case may be, shall receive Renewal Commission for as long as the applicable Medicare Enrollee remains continuously enrolled in a Simply Plan.

Subject to any return of commission, as described in Section 6.4 of the Agreement, the Chart below explains the amount of pro-rated commission Broker or its Broker Agents, as the case may be, will receive for Existing Medicare Enrollees depending on the effective enrollment month of the beneficiary into a plan in the first calendar year.

2018 Effective date	Expected Number of Enrollment Months	First Year Payment
1/1/2018	12	\$228
2/1/2018	11	\$209
3/1/2018	10	\$190
4/1/2018	9	\$171
5/1/2018	8	\$152
6/1/2018	7	\$133
7/1/2018	6	\$114
8/1/2018	5	\$95
9/1/2018	4	\$76
10/1/2018	3	\$57
11/1/2018	2	\$38
12/1/2018	1	\$19

Print Name _____ Signature _____ Date _____



SALES & MARKETING CODE OF ETHICS

Medicare Advantage and Prescription Drug Plans

Simply Healthcare is committed to providing appropriate guidance to its valued customers. Our company's continued success depends upon the integrity of all persons representing us.

Each Simply Healthcare Sales Agent will subscribe to the following Code of Ethics, applicable to the sale of Simply Healthcare's MAPD plans. In addition, agents agree to comply with Simply Healthcare's Principles of Business Ethics, all Centers for Medicare and Medicaid Services (CMS) and the Florida Department of Financial Services (FLDFS) regulations, as well as Simply Healthcare's policies as an expression of personal commitment to honest and ethical sales and marketing practices.

Your signature below acknowledges your commitment to comply with these principles, and that you have read each item and agree to comply with its content. Any violation of this Code may subject you to termination and/or possible legal action as specified by CMS and/or State regulations.

READ & INITIAL EACH ITEM

- _____ 1. Agents will conduct themselves with professionalism and integrity and with respect for the rights and reasonable requests of prospective Simply Healthcare customers at all times.
- _____ 2. Agents will disclose their name, company name, and the purpose of their visit at every meeting with a potential enrollee. They will make no claim other than to explain the appropriate Simply Healthcare MAPD plan, its benefits, limitations, and how to enroll. Misrepresentation of the purpose of the agent's visits is strictly prohibited.
- _____ 3. Agents agree to use the CMS approved Simply Healthcare Sales Presentation in its entirety when presenting a Simply Healthcare MAPD plan to ensure full disclosure plan benefits, limitations, and cost sharing to all prospective enrollees and will present all required CMS disclaimers during the presentation.
- _____ 4. Agents will base their presentations on the merit and quality of the respective Simply Healthcare plans and will not criticize competitors or their plans.
- _____ 5. Agents will make only approved claims as authorized by Simply Healthcare and CMS and shall not use any form of pressure, scare tactics, coercion, deception, sympathy, appeal, or other unethical sales tactics in their presentation.
- _____ 6. Agents will always give clear, thorough and accurate information regarding Simply Healthcare MAPD plans. Agents are prohibited from making false, misleading, half-true, or exaggerated statements.
- _____ 7. Agents are prohibited from conducting door-to-door solicitation for MAPD plans, per CMS guidelines. In addition, no unsolicited means of direct contact with prospective enrollees is allowed including outbound telemarketing of any kind without the prospective enrollees' initiating contact. Agents may contact prospective members in very limited situations including but not limited to:
 - Initiating a phone call to confirm an appointment that was already agreed upon by the prospective member.
 - Initiating a phone call to a prospective member who had given prior express permission for the plan or sales agent to contact them. Permission to contact is given on a limited, event specific basis.
 - Agents may not send e-mails to Medicare beneficiaries unless the person has agreed to receive e-mails and they have provided his/her e-mail address personally. Agents cannot rent or acquire an e-mail address through any type of directory or mailing list private service.
 - Agents may contact members that they enrolled to discuss plan issues and/or market other plan options.

- _____ 8. Agents will not sign the enrollee's name, with or without permission, on the enrollment application or knowingly accept a signature other than the enrollee's on a plan application for any product, except in the case of an authorized Healthcare Power of Attorney (POA). They will not knowingly accept a signed incomplete application. Agents are responsible to ensure that all information on an application is complete, accurate, and will not alter, remove, replace or misrepresent any information obtained from the prospect.
- _____ 9. Agents will conduct a Suitability assessment and/or NEADS analysis with all prospective members to determine what Simply Healthcare Plan, if any, is appropriate for the prospective member and will sell or replace a product only when it is clearly in the policyholder's best interest, without regard for the agent's compensation.
- _____ 10. Only licensed agents who present the benefits of the plan and confirm their intent to enroll may sign the application.
- _____ 11. Agents are responsible for all applicable insurance licenses required to sell MAPD and MA plans in all states in which they market. Agents must have a valid resident or non-resident license issued from the state where the Medicare beneficiary permanently resides in order to market or sell MAPD and MA plans.
- _____ 12. Agents will use only Simply Healthcare and CMS approved marketing materials. They will not modify or alter approved materials for their use in marketing/sales of MAPD or MA plans.
- _____ 13. Agents may not offer or accept gifts from providers and/or territorial contacts; arrange to share or split their MAPD incentives; accept additional financial incentives; or otherwise allow themselves to be influenced or coerced in any way in the conduct of business.
- _____ 14. Agents will not involve themselves in facilitating the execution of Healthcare POA documentation; disenrollment from another plan; medical referrals (as applicable) or any other activity that could be reasonably viewed as unethically influencing an enrollment.
- _____ 15. Agents may neither give nor offer a gift or payment of any kind to a prospective member as an inducement to enroll in a Simply Healthcare plan. An offer of a rebate in any form is strictly prohibited. CMS permits the use of gifts of a nominal value, defined as having a value of \$15 **retail** or less and that cannot be readily converted to cash.
- _____ 16. Agents will assure, to the best of their ability, that the prospective member is of sound mind and capable of thoroughly understanding the plan. If, at any time, they doubt an individual's mental ability to comprehend, they will discontinue the enrollment until such time as they can meet with someone with appropriate legal authority to enroll the Medicare eligible prospective member.
- _____ 17. Agents may indicate that the Simply Healthcare MAPD plans meet criteria specified by government agencies. Agents may never imply that their visit is in any way connected with the government or approved by a particular government agency or official, or portray themselves as a representative of Medicare or any other government agency.
- _____ 18. Agents understand that Simply Healthcare operates its Medicare programs and offers its MAPD plans and services to all enrollees and applicants for enrollment without regard for race, color, religion or national origin in compliance with the Title VI of the Civil Rights Act of 1964. In addition, all agents must observe the company's policy of non-discrimination on the basis of race, creed, color, sex, age, national origin and health status, except as provided by the Federal Register and/or CMS guidelines.
- _____ 19. In the event an allegation of misconduct is lodged against an agent, the agent will provide a detailed written response to the complaint within 5 business days of notification of the complaint.
- _____ 20. Agents may not ask Medicare beneficiaries for referrals during a MAPD marketing event or personal appointment.

Representative Name

Representative Signature

Date

Market



TELEMARKETING PRACTICES STATEMENT

POLICY

It is Simply Healthcare Plans, Inc. policy that no Simply Sales Agent is to engage in “cold-calling” (unsolicited) for the direct or indirect purposes of enrollment in a Simply Healthcare Medicare Advantage (MA) Plan. In addition, no unsolicited means of direct contact with prospective enrollees is allowed, including outbound telemarketing of any kind, without the prospective enrollee initiating contact. Sales Agents must utilize CMS approved presentations when describing Simply MA plans. All telemarketing presentations must be reviewed and approved by CMS.

Sales Agents are required to make every effort to confirm that the prospect, client or Simply member has not previously indicated that they do not want to be contacted for the purpose of marketing/sales **prior to contact**. Significant penalties to the company may be applied as a result of non-compliance; therefore failure to comply could result in termination. Sales Agents must access the DNC (Do Not Call) database to confirm any phone numbers they wish to call are not on the DNC list maintained by Simply.

Sales Agents are strictly prohibited from accessing Simply systems and/or databases that contain the names and addresses of Simply MA members for the purpose of using member data to promote products distributed by Simply.

Telemarketing leads are the property of Simply and are for the sole purpose of promoting products distributed through Simply. They may not be used by Sales Agents to promote products not distributed by Simply or for any other purpose.

DO NOT CALL CONTACT REQUESTS

If, at any time, a Simply agent is made aware of a prospect, client, or Simply member who wishes to have their name removed from a direct marketing list, the agent is responsible to immediately act on that request. Sales agents are to forward the request in writing to their Sales Director’s and or Manager’s attention for proper handling. No additional contacts of any kind are permitted to be made to the person making the request.

BUYING LISTS

No Simply Sales associate is permitted to purchase a list for the purpose of telemarketing in any Medicare Advantage market.

SIMPLY HEALTHCARE SALES REPRESENTATIVE

I understand that willful violation of any part of this policy may result in my immediate termination.

Representative Name

Representative Signature

Date

Market

This policy has been established to assure that prospective members are not receiving excessive and/or unsolicited communications from either sales representatives and/or telemarketing associates related to Simply Healthcare.



NON DISCLOSURE / CONFIDENTIALITY AGREEMENT

Simply Healthcare Plans, Inc. recognizes the importance of Confidentiality. Therefore, anyone who improperly uses or discloses trade secrets or confidential information within Simply Healthcare Plans, Inc. or to outside parties, will be subject to disciplinary action, up to and including termination of employment/contract and legal action, even if they do not actually benefit from the disclosed information.

As a Sales Agent for Simply Healthcare Plans, Inc. I understand that the protection of confidential information is vital to Simply Healthcare Plans, Inc. As a Sales Agent I will have access to confidential information. I understand that I am being trusted not to talk about, disclose or misuse any of this information. Therefore, understand and agree to abide by the following:

I agree that any document(s) or information that I see or hear must be kept strictly confidential.

I will not describe, discuss, talk about or keep copies of any of the information that I am not entitled to, materials or documents that I see, hear about or work on in connection with my employment. I will not misuse or attempt to alter any materials or information in any way.

I understand that if I do something wrong with respect to confidential information I will not be allowed to continue as an employee or contracted agent and may be subject to fines or other penalties.

Confidential information may include but not be limited to, the following examples:

Customer (potential, current, former) information

Claims Data

Financial Information

Marketing Strategies

Medical Issues

New materials research

Pending projects or proposals

Personnel Issues (potential, current, former) information

Policies and Procedures

Proprietary Production Processes

Research and Development strategies

Underwriting Data

By my signature below, I understand and agree with the above statements.

PRINT NAME

SIGNATURE

DATE



Commitment to Use the Medicare Sales Presentation

Simply Healthcare Plans, Inc. is committed to professionalism and integrity in all its sales and marketing endeavors and in providing its members with comprehensive information to enable them to make educated decisions. As such, Simply endorses the use of our standardized Medicare Sales Presentation, a tool specifically designed for this purpose.

The Sales Presentation was designed to be used during all presentations in promoting Simply's Medicare Advantage products to eligible and interested Medicare prospects. The use of the standardized Medicare Sales Presentation ensures that all prospects consistently receive the same information from which they can make well-informed decisions regarding enrollment in a Simply Medicare plan. The Medicare Sales Presentation contents guarantee full disclosure of all key features of the plan to prospective enrollees. In addition, it ensures that all representatives have the same foundation with which to be successful in selling Simply's Medicare Advantage plans.

Simply's belief in the strength of the Sales Presentation is so strong that each individual sales representative is asked to sign this document as an expression of their personal commitment to its use. Your signature below is your commitment to abide by this policy requiring the consistent use of the Sales Presentation in its entirety in **every sales presentation**. In addition, it acknowledges that willful violation may subject you to disciplinary action up to and including termination.

I have received Medicare Sales Presentation:

- Hard copy
- Electronic upload

I, _____, have read the above and commit to the consistent use of the Medicare
Print Name

Sales Presentation in its entirety during each presentation I make to any and all Medicare prospects.

Representative Signature

Date

Market

This policy has been established to assure that prospective members are not receiving excessive and/or unsolicited communications from either sales representatives and/or telemarketing associates related to Simply Healthcare.