



“Best One” Individual Dental Contracting

- 1) Complete the first 4 EZ to complete pages
- 2) Best Life and Health Insurance Company contract
 - a) Your name at the top of page 1
 - b) Sign, print, title and date the lower left-hand corner of page 8
- 3) Complete the W9
- 4) General Agent Center (GAC) contract.
 - a) GAC is responsible for paying your commissions so complete the Direct Deposit form and provide a voided check
 - b) Your name and date at the top of the GAC contract
 - c) Sign the lower right-hand corner of the 2nd page of the contract.
- 5) Email or mail back to Insurance Services of America (ISA) all the above along with a copy of your license(s) and E & O

Insurance Services of America

Baton Rouge Office:

Susan Porter –

susan@insuranceservicesofamerica.com

Fax to: 225.295.1996

Insurance Services of America

8555 United Plaza Blvd, Building 4, Suite 110
Baton Rouge, LA 70809

800 256 3222

AGENT CONTRACTING KIT - BEST LIFE

REPRESENTATIVE NAME		SOCIAL SECURITY NUMBER		DATE OF BIRTH		EMAIL ADDRESS			
Tax ID	COMMISSIONS TO BE PAID TO			IMMEDIATE UPLINE			JOB TITLE		
BUSINESS ADDRESS				CITY		STATE	ZIP	BUSINESS PHONE	
MAILING ADDRESS				CITY		STATE	ZIP	CELL PHONE	
HAVE YOU EVER BEEN CONVICTED OF A FELONY OR CRIME, OTHER THAN A TRAFFIC VIOLATION? <input type="checkbox"/> YES <input type="checkbox"/> NO (If YES, EXPLAIN BELOW)									
STATES LICENSED (CHECK ALL THAT APPLY):									
<input type="checkbox"/> AL	<input type="checkbox"/> AK	<input type="checkbox"/> AZ	<input type="checkbox"/> AR	<input type="checkbox"/> CA	<input type="checkbox"/> CO	<input type="checkbox"/> CT	<input type="checkbox"/> DC	<input type="checkbox"/> DE	<input type="checkbox"/> FL
<input type="checkbox"/> GA	<input type="checkbox"/> HI	<input type="checkbox"/> ID	<input type="checkbox"/> IL	<input type="checkbox"/> IN	<input type="checkbox"/> IA	<input type="checkbox"/> KS	<input type="checkbox"/> KY	<input type="checkbox"/> LA	<input type="checkbox"/> ME
<input type="checkbox"/> MD	<input type="checkbox"/> MA	<input type="checkbox"/> MI	<input type="checkbox"/> MN	<input type="checkbox"/> MS	<input type="checkbox"/> MO	<input type="checkbox"/> MT	<input type="checkbox"/> NE	<input type="checkbox"/> NV	<input type="checkbox"/> NH
<input type="checkbox"/> NJ	<input type="checkbox"/> NM	<input type="checkbox"/> NY	<input type="checkbox"/> NC	<input type="checkbox"/> ND	<input type="checkbox"/> OH	<input type="checkbox"/> OK	<input type="checkbox"/> OR	<input type="checkbox"/> PA	<input type="checkbox"/> RI
<input type="checkbox"/> SC	<input type="checkbox"/> SD	<input type="checkbox"/> TN	<input type="checkbox"/> TX	<input type="checkbox"/> UT	<input type="checkbox"/> VT	<input type="checkbox"/> VA	<input type="checkbox"/> WA	<input type="checkbox"/> WV	<input type="checkbox"/> WI
<input type="checkbox"/> WY									

AGENT CHECKLIST:☐ LICENSE COPIES☐ W9☐ AUTOMATIC DEPOSIT FORM☐ REPRESENTATIVE AGREEMENT &

COMMISSION ADDENDUM

CONTRACTING CAN BE EMAILED TO YOUR ISA REPRESENTATIVE
OR MAILED TO THE FOLLOWING:
INSURANCE SERVICES OF AMERICA
8555 United Plaza Blvd, Building 4, Suite 110
Baton Rouge, LA 70809
225.292.3222 *800.256.3222*Fax 225.295.1079

This agreement is made by and between General Agent Center (GAC) and the representative whose signature appears on this Agreement, ("Representative"). IN CONSIDERATION of the mutual promises and covenants set forth below, the parties hereby agree as follows:

1. No commissions shall be payable on any plan not accepted by the applicant or on any plan declined. In the event that Representative incurs indebtedness to GAC or affiliates, GAC may offset against, and deduct from, any compensation due Representative and such indebtedness shall be a first lien against all such compensation. Upon termination of this Agreement, Representative shall return all materials.
2. Representative agrees to refrain from using advertising or any other material not supplied or approved in writing by GAC and BEST Life.
3. No forbearance or neglect by GAC to enforce any of the provisions of this Agreement shall invalidate it or thereafter constitute a waiver of any of these provisions.
4. This Agreement shall terminate automatically upon the death or total and permanent disability of Representative. In the event of death or total and permanent disability, commissions earned on business still in force will be paid to the estate of Representative or to any other party designated by Representative. Either party may terminate this Agreement upon fifteen (15) days prior to written notice to the other party's last known address. GAC may terminate immediately for cause. Cause is defined to mean: (a) fraud or breach of any of the terms of this Agreement (b) failure to pay GAC any monies as herein required, (c) violation of any laws or, (d) any illegal act. If this agreement is terminated for cause, Representative shall not be entitled to any further commission of any kind.
5. GAC may offset any indebtedness with GAC or affiliates against commissions or overrides, Interest on advancing or any unpaid balance shall be 1% per month. Collection fees on unpaid debits to GAC shall be at Representatives cost.
6. Nothing contained herein shall be construed to create the relationship of employer and employee or a partnership between Representative and any company represented by GAC. Representative shall be responsible for the payment of all taxes and fees which are imposed on Representative for the privilege of doing business. Representative shall be free to exercise Representative's own judgment as to the persons solicited and the time and place of such solicitation.
7. If Representative receives overriding commissions, Representative shall be responsible in their hierarchy as per all provisions of the contract including all debit balances.
8. GAC or its designated third party administrator shall pay to Representative commissions as provided for in the commission schedule hereof as complete compensation for all enrollment forms procured and for all services performed by or required of Representative hereunder. Commissions shall not include monies for fees, conversion premium, or coverage extension premium or premiums resulting from rate increases or adjustments, except as may be specifically allowed by GAC.
9. Representative agrees not to influence or attempt to influence any representative or Policy holder to sever any contract represented by GAC or BEST Life.
10. Representative hereby agrees that the ledger accounts of GAC shall be competent and sufficient prima facie evidence of the state of accounts between the parties hereto and the failure of Representative to object in writing to any statement of account furnished by GAC to Representative, within thirty (30) days from the date such statement is furnished, shall render such statement a correct account as between GAC and Representative. If GAC commission is reduced, Agent commission will also be reduced.
11. If any provision of this Agreement is declared or found to be unenforceable all other provisions shall remain in full force and effect.
12. If Representative is a corporate entity, the persons executing this Agreement as officers of said corporation hereby agree and undertake the personal guarantee and satisfaction of all duties, performances and all obligations, including monies owed to GAC by such corporation, under this agreement.
13. Representative agrees and opts in to allow GAC, any GAC affiliate entity and hierarchy of Representative to contact Representative by telephone, facsimile, email, auto dialer, text message or any other type of communication that becomes available.
14. This Agreement shall be governed by the laws of the state of Arizona and enforceable at Scottsdale, Maricopa County. This Agreement is executed as of the date approved by GAC. Other products may be added or commissions adjusted on new business by this addendum. This Addendum is executed as of the date approved by GAC. Other products may be added or commissions adjusted on new business by addendum. This addendum will become part of your signed and approved agreement.

AGENT - GAC COMMISSION ADDENDUM

PLAN
BEST ONE CHOICE AND ECONOMY
LIST BILL COMMISSIONS ARE 5% LESS FIRST YEAR

FIRST YEAR
20%

RENEWAL YEARS
8%

COMMISSIONS SHALL NOT INCLUDE MONIES FOR ADMINISTRATION FEES

VESTING: *Net renewal commissions shall be paid so long as they total fifty (\$50) in any month and the Agent does not violate any provisions of this Agreement. This is the only interest Agent may have in the business after termination of this Agreement.*

AGREEMENT & ADDENDUM ACCEPTED BY

AGREEMENT & ADDENDUM ACCEPTED BY GAC

REPRESENTATIVE'S SIGNATURE

DATE

BY

DATE

RECRUITED BY

REPRESENTATIVE'S INITIALS

***CONSUMER NOTIFICATION** – THIS IS USED TO INFORM YOU THAT YOU A CONSUMER REPORT OR AN INVESTIGATIVE REPORT IS BEING USED FROM A CONSUMER REPORTING AGENCY FOR THE PURPOSE OF EVALUATING YOU AS A REPRESENTATIVE. THIS REPORT MAY CONTAIN INFORMATION BEARING ON YOUR CREDIT WORTHINESS, CREDIT STANDING, CREDIT CAPACITY, CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS, OR MODE OF LIVING FROM PUBLIC RECORD SOURCES OR THROUGH PERSONAL INTERVIEWS WITH YOUR NEIGHBORS, FRIENDS OR ASSOCIATES. YOU MAY ALSO HAVE A RIGHT TO REQUEST ADDITIONAL DISCLOSURES REGARDING THE NATURE AND SCOPE OF THE INVESTIGATION.

BEST Life and Health Insurance Company
P.O. Box 19721
Irvine, CA 92623-9721

Agent/Agency Appointment Data Sheet

Name of Licensee: _____
(Name of individual or company to be appointed)

Business Address: _____
(Please use Street Address Only)

City State County Zip

Residence Address: _____
(Please use Street Address Only)

City State County Zip

Phone Number: _____ Fax Number: _____

Date of Birth: _____ Email Address: _____

Tax ID: _____ SS: _____

Companies that you currently represent: _____

License Number: _____
(Attach photocopy of present license)

Check which license you are currently holding

☐ Life Only ☐ Life & Disability ☐ Accident & Health

Check one of the following – You are D.B.A.

☐ Partnership ☐ Individual ☐ Corporation

Do you have Errors & Omissions Insurance?

Policy Number Company

How did you hear about BEST Life?

☐ Email ☐ Account Executive phone call ☐ Direct Mail

☐ Industry Event: _____ ☐ General Agency: _____

☐ Referral (other): _____ ☐ Trade magazine: _____

The insurance departments of the various states require companies to investigate the competence, character and financial background of agents. Therefore, please provide the information below in your own handwriting.

1. Has your application for a license to sell insurance, real estate, or securities ever been denied?

2. Have you ever had a license revoked or suspended, (or voluntarily consented to the cancellation of such), involving the right to sell insurance, securities, real estate or similar?

3. Have you ever been convicted of any crime, whether a felony or misdemeanor, involving fraud, dishonesty, misrepresentation, mishandling of money (such as larceny, embezzlement, conversion, etc.)?

4. Have you ever had an agency contract canceled involuntarily?

5. Does any insurer or general agent claim any indebtedness in default by you or your agency under any contract or otherwise?

6. Are there any outstanding judgments against you?

7. Have you ever been adjudged bankrupt or been involved in any insolvency proceedings such as receivership?

If you've answered "yes" to any of the previous 7 questions, please attach further details

THREE-YEAR EMPLOYMENT HISTORY

Complete address of companies represented for the past three years and dates. Please be advised, a background investigation / investigative consumer report may be necessary in the state you are requesting a license.

Company Rep.: _____	From: _____
Address: _____	To: _____
Phone Number: _____	
Company Rep.: _____	From: _____
Address: _____	To: _____
Phone Number: _____	
Company Rep.: _____	From: _____
Address: _____	To: _____
Phone Number: _____	

I, the undersigned, by my signature below hereby agree and certify that:

1. I am currently authorized to sell Life, A&H, and Disability Insurance products in my state of residence, and that I am in good standing with the insurance regulators of the said state.
2. The answers and information provided in this questionnaire in my own handwriting is true.
3. I authorize all corporations, companies, credit agencies, educational institutions, persons, law enforcement agencies, former employers and the military services to release all written and verbal information about me BEST Life. I release them from any liability, and responsibility for doing so. I also authorize the procurement of a consumer credit report and understand that it may contain information about my background, mode of living, character and personal reputation. This authorization, in original or copy form, shall be valid for this and future reports or updates that may be requested.

Note: Date of Birth is necessary to verify an applicant's criminal and driving history. The Federal Age Discrimination in Employment Act of 1967 prohibits discrimination on the basis of age.

X _____ Signature	_____ Date	_____ Please print first and last name
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HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement and is made between BEST Life and Health Insurance Company ("BEST Life") and _____ ("Business Associate").

RECITALS

WHEREAS, the U.S. Department of Health and Human Services ("HHS") has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information obtained, created or maintained by certain entities, including health plans (the "HIPAA Privacy Rule"); and

WHEREAS, the HIPAA Privacy Rule requires that BEST Life enter into this Agreement with Business Associate in order to protect the privacy of individually identifiable health information maintained by BEST Life ("Protected Health Information", or "PHI"); and

WHEREAS, Business Associate and its employees, affiliates, agents or representatives may access paper and/or electronic records containing PHI in carrying out their duties to BEST Life; and

WHEREAS, BEST Life and Business Associate have or may have a prior business relationship under which the Business Associate performs or assists BEST Life in the performance of a function or activity involving the use and/or disclosure of PHI ("Underlying Agreement"); and

WHEREAS, BEST Life and Business Associate wish to supplement the "Underlying Agreement" if any, or if none, to implement this Agreement for the purposes of complying with the HIPAA Privacy Rule; and

WHEREAS, Business Associate and BEST Life intend to protect the privacy and provide for the security of Protected Health Information disclosed to or by BEST Life in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws; and

WHEREAS, as part of the HIPAA Regulations, the Standards for Privacy of Individually Identifiable Health Information codified at 45 CFR Parts 160 and 164 requires the parties to enter into a contract containing specific requirements prior to the disclosure of Protected Health Information, as set forth in, but not limited to, Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in this Agreement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions.

a. Specific Definitions.

1. "Covered Entity" shall mean BEST Life. The terms Covered Entity and BEST Life may be used interchangeably in this Agreement.
2. "Business Associate" shall mean the party who performs or assists BEST Life in the performance of a function or activity involving the use or disclosure of PHI or one who provides legal, actuarial, accounting, consulting, management, administrative and other services for BEST Life.
3. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.
4. "Designated Record Set" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.
5. "Health Care Operations" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR 164.501.
6. "Privacy Rule" shall mean the standard for Privacy of Individually Identifiable Health Information codified at 45 CFR Parts 160 and 164.
7. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, in 45 CFR Section 164.501, limited to the PHI provided by the Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.

b. Catch-all Definition. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

2. Obligations of Business Associate.

a. Permitted Uses. Business Associate shall not use or further disclose PHI except for the purpose of performing Business Associate's functions or activities on behalf of BEST Life or as required by law. Further, Business Associate shall not use PHI in any manner that would constitute a violation of the Privacy Rule if so used by Covered Entity, except that Business Associate may (i) use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business

Associate, and (ii) provide Data Aggregation services relating to the health care operations of BEST Life if such services are otherwise provided by Business Associate to BEST Life.

b. Permitted Disclosures. Business Associate shall not disclose PHI in any manner that would constitute a violation of the Privacy Rule if disclosed by Covered Entity, except that Business Associate may disclose PHI in a manner permitted pursuant to the functions or activities it has agreed to provide to or on behalf of BEST Life, for the proper management and administration of Business Associate; and as required by law. To the extent that Business Associate discloses PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such PHI will be held confidential as provided by this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

c. Appropriate Safeguards. Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Business Associate shall report to BEST Life in writing any use or disclosure of PHI not permitted by this Agreement within five (5) days of becoming aware of such use or disclosure.

e. Business Associate's Agents. Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Business Associate shall make PHI maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to BEST Life for inspection and copying within ten (10) days of a request by BEST Life to enable BEST Life to fulfill its obligations under the Privacy Rule, including, but not limited to 45 CFR Section 164.524.

g. Amendment of PHI. Within ten (10) days of receipt of a request from BEST Life for an amendment of PHI or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such PHI available to BEST Life for amendment and incorporate any such amendment to enable BEST Life to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.526. If any individual requests an amendment of PHI directly from Business Associate or its agents or subcontractors, Business Associate shall notify BEST Life in writing

within five (5) days of the request. Any denial of amendment of PHI maintained by Business Associate or its agents or subcontractors shall be the responsibility of BEST Life.

h. Accounting Rights. Within ten (10) days of notice by BEST Life of a request for an accounting of disclosures of PHI, Business Associate and its agents or subcontractors shall make available to BEST Life the information required to provide an accounting of disclosures to enable BEST Life to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528. As set forth in, and as limited by, 45 CFR section 164.528, Business Associate shall not be required to provide an accounting to BEST Life of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 CFR Section 164.502; (ii) to individuals of PHI about them as set forth in 45 CFR 164.502; (iii) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510; (iv) for national security or intelligence purposes as set forth in 45 CFR Section 164.512(k)(2); or (v) to correctional institutions or law enforcement officials as set forth in 45 CFR Section 164.512(k)(5). Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis of the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to BEST Life in writing. It shall be BEST Life's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any PHI except as set forth in Sections 2(b) of this Agreement.

i. Governmental Access to Records. Within ten (10) days of receipt of a request Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BEST Life's compliance with the Privacy Rule. Business Associate shall provide to BEST Life a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

j. Minimum Necessary. Business Associate (and its agents and subcontractors) shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

k. Data Ownership. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

l. Retention of PHI. Notwithstanding Section 4(e) of this Agreement, Business Associate and its subcontractors or agents shall retain all PHI throughout the term of this Agreement and shall continue to maintain the information required under Section 2(h) of this Agreement for a period of six (6) years after termination of this Agreement.

m. Notification of Breach. During the term of this Agreement, Business Associate shall notify BEST Life within five (5) days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. Audits, Inspections and Enforcement. Within ten (10) days of a written request by BEST Life, Business Associate and its agents or subcontractors shall allow BEST Life to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Health Information pursuant to this Agreement for the purpose of determining whether Business Associate has complied with this Agreement; provided, however, that (i) Business Associate and BEST Life shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) BEST Life shall protect the confidentiality of all confidential and proprietary information of Business Associate to which BEST Life has access during the course of such inspection; and (iii) BEST Life shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that BEST Life inspects, or fails, to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this

Agreement, nor does BEST Life's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of BEST Life's enforcement rights under this Agreement.

3. Obligations of BEST Life.

a. BEST Life shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the requirements of the Privacy Rule, until such PHI is received by Business Associate.

b. BEST Life shall notify Business Associate of any limitation(s) in its notice of privacy practices of BEST Life in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

c. BEST Life shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

d. BEST Life shall notify Business Associate of any restriction to the use or disclosure of PHI that BEST Life has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. Term and Termination.

a. Term. The Term of this Agreement shall be effective as of April 14, 2003, and shall terminate when all of the PHI provided by BEST Life to Business Associate, or created or received by Business Associate on behalf of BEST Life, is destroyed or returned to BEST Life, or, if it is not feasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provision in this section.

b. Material Breach. As provided for under 45 C.F.R. §164.504(e)(2)(iii), BEST Life may immediately terminate this Agreement, any Underlying Agreement and any related agreements if BEST Life makes the determination that the Business Associate has breached a material term of this Agreement. Alternatively, and in the sole discretion of BEST Life, BEST Life may choose to provide Business Associate with written notice of the existence of the breach and provide Business Associate with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, Business Associate shall cure said breach to the satisfaction of BEST Life within an additional fifteen (15) days.

Failure by Business Associate to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of any Underlying Agreement by BEST Life. If termination is not feasible, BEST Life has the right to report the problem to the Secretary of the U.S. Department of Health and Human Services.

c. Termination by the Business Associate. If Business Associate determines that BEST Life has breached a material term of this Agreement, then the Business Associate shall provide BEST Life with written notice of the existence of the breach and shall provide BEST Life with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, BEST Life shall cure said breach to the satisfaction of the Business Associate within an additional fifteen (15) days. Failure by BEST Life to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of this and any Underlying Agreement by the Business Associate.

d. Judicial or Administrative Proceedings. Either party may terminate this and any Underlying Agreement, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

e. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Sections 2(a), 2(b), 2 (c) and 2 (e) of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI not

feasible. If Business Associate elects to destroy the PHI, Business Associate shall certify in writing to BEST Life that such PHI has been destroyed.

5. Disclaimer. BEST Life makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

6. Certifications. To the extent BEST Life determines that such examination is necessary to comply with BEST Life's legal obligations pursuant to HIPAA relating to certification of its security practices, BEST Life or its authorized agents or contractors, may, at BEST Life's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to BEST Life the extent to which Business Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Agreement.

7. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the BEST Life requirements herein and the requirements of HIPAA, the Privacy Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that BEST Life must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all PHI. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the BEST Life requirements herein and the requirements of HIPAA, the Privacy Rule or other applicable laws. BEST Life may terminate this and any Underlying Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by BEST Life pursuant to this Section or (ii) Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that BEST Life, in its sole discretion, deems sufficient to satisfy the BEST Life requirements herein and the requirements of HIPAA and the Privacy Rule.

8. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its services as a Business Associate to BEST Life, available to BEST Life, at no cost to BEST Life, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against BEST Life, its directors, officers or employers based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

9. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than BEST Life, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. Effect on any Underlying Agreement. Except as specifically required to implement the purposes of this Agreement, all terms of any Underlying Agreement shall remain in force and effect.

11. Indemnification. In addition to any indemnification obligations which may be part of any Underlying Agreement, the Business Associate hereby indemnifies and agrees to hold BEST Life harmless against any and all claims, costs or damage, including Civil Monetary Penalties, arising from a breach by the Business Associate of its obligations in connection with this Agreement or the HIPAA Privacy Regulations.

12. Interpretation. The provisions of this Agreement shall prevail over any provisions in any Underlying Agreement that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and any Underlying Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

BEST Life and Health Insurance Company

By: _____

By: _____

Name: _____
(Print Name)

Name: Paul Peatross
(Print Name)

Title: _____

Title: Privacy Officer

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) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	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.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	

Employer identification number									
				-					

Part II 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. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

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

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

AGENT CONTRACTING KIT

AGENT AUTHORIZATION FOR AUTOMATIC DEPOSITS – EFT CREDITS

Please provide a copy of a voided check for commission purposes

PRODUCER NAME: _____

**PRODUCER FEIN/ SSN: _____

**PRODUCER EMAIL ADDRESS: _____

*FOR NOTICE OF FUNDS AVAILABILITY

**COMMISSION EARNINGS WILL BE REPORTED TO THE IRS UNDER THE FEIN (OR SSN) OF THE LICENSE HOLDER (AS ALLOWED UNDER STATE LICENSING REGULATION)

PRODUCER SIGNATURE: _____ DATE: _____

I (WE) HEREBY AUTHORIZE GENERAL AGENT CENTER, THROUGH HOME NATIONAL BANK, SCOTTSDALE, TO INITIATE, IF NECESSARY DEBIT ENTRIES AND ADJUSTMENTS FOR ANY CREDIT ENTRIES MADE IN ERROR TO MY (OUR) ☐ CHECKING OR ☐ SAVINGS (PLEASE CHECK ONE) ACCOUNT AS INDICATED BELOW. I (WE) HEREBY AUTHORIZE MY (OUR) DEPOSITORY NAMED BELOW, TO DEBIT AND / OR CREDIT THE SALE TO SUCH ACCOUNT.

NAMES ON ACCOUNT (PLEASE PRINT): _____

SIGNING AUTHORITY (PLEASE PRINT): _____

BANK / CREDIT UNION INFORMATION:

☐ BANK OR ☐ CREDIT UNION NAME: _____

TRANSIT / ABA NUMBER: _____

ACCOUNT NUMBER: _____

AUTHORIZED ACCOUNT SIGNATURE: _____

AGENT CONTRACTING KIT

On this _____, the undersigned, General Agent Center and General Agent Center ("Covered Entities") and _____ ("Business Associate/Vendor/Service Provider" hereinafter BA) have entered into this Agreement/Contract (hereinafter "contract") for the purposes herein set forth.

1. Business Associate Relationship

- a. Covered Entity and BA are parties to this certain contract, and BA is performing functions or tasks on behalf of Covered Entity.
- b. Covered Entity is bound by the regulations implementing the Health Insurance Portability and Accountability Act of 1996, P. L. 104-191 ("HIPAA"), 45 C.F.R. Parts 160, 162 and 164 ("the Security and Privacy Rules"), the American Recovery and Reinvestment Act of 2009 ("ARRA") and other State and Federal Privacy, Security and Breach Notification laws and regulations. The intent and purpose of this, among others, is to comply with the requirements of the Security and Privacy Rules.
- c. In the performance of this contract, BA is performing functions on behalf of Covered Entity which may require access to certain Protected Health Information ("PHI") (as defined in 45 C.F. R. §164.501) that is subject to protection under HIPAA, the Security and Privacy Rules as well as state data security and privacy legislation.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, and in furtherance of the mutual intent of the parties to comply with the requirements of the federal Security and Privacy Rules and state law, the parties agree as follows:

2. Obligations and Activities of BA

- a. BA agrees not to use or disclose PHI other than as stated in this contract, or as required by Law.
- b. BA agrees to use appropriate physical, technical and administrative safeguards to protect and prevent the misuse or disclosure of the PHI other than as provided for in this contract.
- c. BA agrees to report promptly to Covered Entity any use or disclosure of the PHI not provided for by this contract or allowed by law of which it becomes aware.
- d. BA agrees to ensure that any vendor or subcontractor, with whom the BA does business, who could have intentional or inadvertent access (physical or electronic) to any PHI or other sensitive information, agrees to the same restrictions and conditions that apply through this contract to BA with respect to such information.
- e. Business Associate agrees to abide by and support the efforts of the Covered Entity to comply with all other aspects of the Security and Privacy Rules contained in HIPAA, including amendment, disclosure and reporting as well as comply with applicable state data security and privacy requirements.
- f. BA will provide auditable evidence to Covered Entity annually or upon request demonstrating compliance with this contract and the state and federal Security and Privacy Rules.

3. Obligations of Covered Entity

- a. Covered Entity shall notify BA of any changes or limitation(s) of its Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect BA's use of disclosure of PHI.
- b. Covered Entity shall notify BA of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI.

4. Miscellaneous

- a. Term. The term of this contract shall be effective as of the date of execution by the last party executing same, and shall terminate when all of the PHI provided by Covered Entity to BA, or created or received by BA on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with state and federal Security and Privacy Rules.
 - b. Termination for Cause. Notwithstanding any other provisions of this Agreement, upon Covered Entity's knowledge of a material breach by BA of the terms of this contract, Covered Entity shall provide an opportunity for Business
-

AGENT CONTRACTING KIT

Associate to cure the breach. If the cure of the breach is not possible within the time specified by Covered Entity, the Covered Entity may terminate this contract.

- c. Effect of Termination. Upon termination of this contract, BA shall return or destroy all PHI received from Covered Entity, or created or received by BA on behalf of Covered Entity. Business Associate shall not retain copies of any PHI. If it is agreed between Covered Entity and BA that it is not feasible to return or destroy all of said PHI, then BA shall extend the protections of this contract to such PHI and for so long as BA maintains such PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of BA.
- d. Interpretation. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with HIPAA Security and Privacy Rules.
- e. Provisions of Contract to Control. In the event of any conflict between the provisions of this contract and any of the other provisions of contracts between the parties, including any renewal, extension or modification thereof, the provisions of this contract shall control.
- f. Ownership of PHI. The PHI to which BA, or any agent or subcontractor of BA has access under the Agreement shall be and remain the property of Covered Entity.
- g. Indemnification and Contribution. Each party to this Addendum shall indemnify and hold the other harmless from any and all claims, liability, damages, costs and expenses, including attorney's fees and costs of defense, resulting from the action or omission of the other party. Specifically, the BA shall hold harmless and fully indemnify Covered Entity against all liability, costs, damages, expenses and losses of any kind, nature or description as a result of violations of laws and regulations or breaches by the BA or its Vendors/Service Providers resulting from failure to abide by requirements imposed by this contract or state and federal security and privacy rules. In the event that any liability, damages, costs and expenses arise as a result of the actions or omissions of both parties, each party shall bear such proportion of such liability, damages, costs and expenses as are attributable to the acts or omissions of such party.
- h. Injunctive Relief. Notwithstanding any rights or remedies provided for in this Agreement, Covered Entity retains all rights to seek injunctive relief to prevent or stop the inappropriate use or disclosure of PHI directly or indirectly by BA, or any agent or subcontractor of Business Associate.
- i. Waiver of Provisions. Failure by either party at any time to enforce or require the strict performance of any of the terms and conditions of this contract shall not constitute a waiver of such terms or conditions or modify such provision or in any manner render it unenforceable as to any other time or as to any other occurrence. Any specific waiver by either party of any of the terms and conditions of this contract shall be considered a one-time event and shall not constitute a continuing waiver. Neither a waiver nor any failure to enforce shall in any way affect or impair the terms or conditions of this contract or the right of either party to avail itself of its remedies.

NOTICES REQUIRED BY THIS CONTRACT SHALL BE SENT AS FOLLOWS:

GENERAL AGENT CENTER

8700 EAST VISTA BONITA DRIVE #174
SCOTTSDALE, AZ 85255

THUS DONE AND SIGNED ON THE DATE FIRST WRITTEN ABOVE:

X _____

MIKE KLEINGARTNER

X _____

BY: AGENT