



GROUP INSURANCE INCORPORATED

Insurance Services of America | Seniors Advisory Services

Group Insurance Inc Of Louisiana | Insurance Services of America

CONTRACTING INSTRUCTIONS

1. Complete and sign the BROKER APPOINTMENT APPLICATION FORM, BROKER AGREEMENT, BUSINESS ASSOCIATE ADDENDUM and DIRECT DEPOSIT AUTHORIZATION FORM.
2. Along with the above, provide a copy of your individual state insurance license and corporate insurance license (if applicable), and a copy of your E&O Coverage Certificate.
3. Return the forms to:

By mail: Group Insurance Inc. of LA
Post Office Box 65133
Baton Rouge, Louisiana 70896-5133

By email: BrandyJ@groupinsuranceinc.com

By fax: 225-295-1996 or 1-800-874-3489

A copy of the executed BROKER AGREEMENT will be provided to you when processing is complete.

**BROKER APPOINTMENT APPLICATION FORM
GROUP INSURANCE, INC. OF LA AND AFFILIATED COMPANIES**

Type of Appointment Requested Individual Agency

Name (Exactly as it appears on license) Date of Birth Social Security Number

Residence Address City State Zip

Agency Name Tax Identification Number

Agency Address City State Zip

() () ()
Business Phone Cell Phone Fax Number

Email Address

Individual State License # _____ Agency License # _____

Pay Commissions To: (Circle One) Individual Agency

1. Are you currently licensed in Louisiana?
 Yes No
2. Has Individual and/or Corporation ever been known by any name other than that noted above?
 Yes No
3. Has Individual and/or Corporation ever been refused a license for insurance in any state or had a license suspended or revoked?
 Yes No
4. Has Individual and/or Corporation ever been fined or formally disciplined by an Insurance financial institution, employer or others, with financial irregularities, misconduct, or fraud or has Individual and/or Corporation ever been discharged from employment for cause of for any of the above reasons?
 Yes No
5. Has Individual and/or Corporation ever been charged in any capacity whatsoever by an Insurer, Department or by any state or government agency or authority?
 Yes No
6. Have you ever been convicted of a felony?
 Yes No

If you answered "YES" to questions 2-5 above, please attach a written explanation of all details including relevant dates, places, and states where applicable. If question 6 is answered "YES" it is mandatory that the attached Consent/Waiver Form be submitted with all required documentation.

I certify that the foregoing information is true and complete to the best of my knowledge and I authorize Group Insurance, Inc. of Louisiana at its discretion to verify the above information.

NOTICE TO APPLICANT: Federal Law requires that notice of investigation be given to persons applying for appointment. This is to inform you that as part of our procedure for processing your application for appointment with Group Insurance, Inc. of Louisiana, an investigative report may be made whereby information is obtained through personal interviews with third parties, such as family members, business associates, financial source, friend, neighbors, or others with whom you are acquainted. This inquiry includes information as to your character, general reputation, personal characteristics and mode of living, whichever may be applicable. You have the right to make a written request, within a reasonable period of time, for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation.

Signature of Individual and/or Corporation (Principal, Partner, Officer or Director) Date

PRINT NAME OF PERSON SIGNING ABOVE

BROKER AGREEMENT

GROUP INSURANCE, INC. OF LA AND AFFILIATED COMPANIES

This Broker Agreement is made and entered by and between **Group Insurance, Inc. of LA and Affiliated Companies**, ("GILA"), and _____ ("Broker"), effective on the date set forth beside the signature of the GILA representative below.

WHEREAS, GILA represents various insurance companies authorized by the certain states to market insurance and other plans to residents; and

WHEREAS, GILA is organized and operated as an insurance agency to arrange for the purchase of these various plans by individuals and groups;

WHEREAS, Broker is duly licensed to act as an insurance agent; and

WHEREAS, GILA and Broker desire to contract with each other to arrange for these various plans to be marketed to potential enrollees;

NOW, THEREFORE, in consideration of the premises and mutual covenants of this Agreement, GILA and Broker agree as follows:

DEFINITIONS

For the purposes of this Agreement:

- 1.1 "Broker" means the above-named individual or entity which:
 - 1.1.1 is duly licensed to solicit the sale of insurance plans pursuant to applicable state law; is approved by GILA to sell the plans under this executed Agreement
 - 1.1.2 is recognized as the Broker of Record.
- 1.2 "Broker of Record" means a broker, agent or agency designated by an Individual or Group as authorized to assist, facilitate and advise on behalf of the Individual or Group in the selection, purchase and service of insurance benefits. The Broker appointed by the Individual or Group shall be designated as the Broker of Record pursuant to La. R.S. 22:156A.
- 1.3 "Insurance Plans" mean the plans offered by GILA as representative of various insurance companies.
- 1.4 "Individual" means a natural person and any eligible dependents who reside in the market area of GILA
- 1.5 "Group" means an aggregation of more than one "Individual" who resides in the market area of GILA.

OBLIGATIONS OF BROKER

- 2.1 Authority of Broker** - Upon appointment by GILA, Broker shall be authorized to market Insurance Plans to Individuals and Groups under this Agreement, and to accept applications for coverage on GILA's behalf. Broker has no authority to bind GILA or any insurance company to a coverage arrangement with an Individual or Group, and all applications are subject to approval by the company being represented by GILA and Broker.
- 2.2 Licensure** - Broker warrants and represents that he/she/it is duly licensed and in good standing as an insurance agent in the state/s in which insurance products subject to this Agreement are sold. Broker shall maintain a health and life license during the term of this Agreement. Broker shall notify GILA immediately of any suspension, revocation or modification of licensure.
- 2.3 Responsibilities of Broker** - Broker shall be responsible for completion of any product and procedural training required by GILA. Broker shall comply with all GILA and insurance company policies and procedures applicable to Brokers.
- 2.4 Handling of Funds** - In the event premiums or other funds are paid directly to Broker, Broker will securely hold, for the benefit of the insurance company, any monies belonging to the insurance company, and in no case make any improper use of such funds. Broker will remit any such funds to GILA or the insurance company within forty-eight (48) hours of receipt thereof.
- 2.5 Solicitation of Individuals and Groups** - Brokers shall use his/her best efforts to market Insurance Plans to Individuals and Groups under this Agreement. GILA may provide leads to Broker, and Broker shall make best efforts to follow up on any such leads within forty-eight (48) hours of receipt. All leads provided by GILA shall be used exclusively for the presentation of Plans marketed by GILA.
- 2.6 Proposals** - Broker shall submit to applicant's proposals in a form and upon such terms as are approved in advance by the insurance companies. No term of such proposal, including premium amounts, may be altered except upon the prior written approval of the insurance company.
- 2.7 Application for Coverage** - Broker shall accurately and completely record information required by the insurance company on an application and shall comply with applicable policies and procedures as established by the insurance company from time to time. Broker shall have no authority to, and will not purport to, make any oral or written alteration, modification or waiver of any of the terms or conditions of any of the benefits, contracts or the products. Broker warrants that Broker will diligently and to the best of his/her/its ability ensure that the facts set forth by any applicant in any application solicited are true and correct. Broker further warrants that each applicant will be fully informed that the insurance company will rely solely upon the representations in the applications in rejecting, conditionally accepting or contracting with each applicant and the subsequent discovery by the insurance company of material facts known by the applicant and either not disclosed to the insurance company or misrepresented on the application might result in the rescission of an Insurance Plan issued in reliance thereon.

- 2.8 **Acceptance of Coverage** - The insurance company shall have the right to accept or reject any prospective application submitted by Broker based upon underwriting and enrollment policies established by the insurance company, subject to applicable laws. In no event shall any applicants be eligible for benefits under an Insurance Plan unless and until accepted by the insurance company with such effective date as determined by the insurance company. Broker shall have no power on behalf of the insurance company to bind coverage, to make, alter or discharge any contract, or to waive any forfeiture or the performance of any of the terms and conditions of any policy, service agreement, or other contracts to which the insurance company is a party.
- 2.9 **Marketing Materials** - Broker shall obtain from GILA, upon request from Broker, such marketing and application materials as are necessary for solicitation of coverage under this Agreement.
- 2.10 **Liability Insurance** - Broker shall procure and maintain errors and omissions and/or professional liability insurance coverage acceptable to industry standards. Upon request by GILA, Broker shall provide evidence of such insurance coverage. Broker shall notify GILA in writing thirty (30) days in advance of any material changes in the errors and omissions or professional liability coverage.
- 2.11 **Records** - Broker shall maintain records related to the services provided under this Agreement, and GILA shall, upon reasonable notice and demand, have access during regular business hours to any records maintained by Broker relating to this Agreement and any applications for coverage.
- 2.12 **Confidentiality and Safekeeping of Information** - Broker shall maintain policies and procedures to ensure the confidentiality and safekeeping of confidential information received from GILA in connection with this Agreement, including but not limited to, rates, markets, finances, pricing, costs, employees, compensation, marketing, operations, affiliations, contracts, agreements, the insurance company's member information, suppliers, letters of intent, purchase prices, and intellectual property. Confidential information shall not be directly or indirectly provided by Broker to any third party without the insurance company's express written consent. Both parties shall maintain the confidentiality of the terms and conditions of this Agreement, except as required by applicable law.
- 2.13 **Business Associate** - Broker further acknowledges that he/she/it is a "business associate" of GILA, as defined by the Health Insurance Portability and Accountability Act of 1996, and is subject to the terms and conditions of the Business Associate Addendum attached to and a part of this Agreement.

OBLIGATIONS OF GILA

- 3.1 **Billing & Compensations** - Only a Broker of Record shall be compensated under this Agreement and shall be compensated only if the Broker continues to be recognized by GILA as the Broker of Record for the Individual or Group. GILA agrees to pay Broker within thirty (30) days of the receipt and processing of applicable commissions in accordance with the commission schedule then in force.
- 3.2 **Change of Broker of Record** - An Individual or Group may change its designated Broker of Record in writing at any time pursuant to Broker of Record statutes in Louisiana insurance law.

TERM AND TERMINATION

- 4.1 **Term** - The term of this Agreement shall commence on the date it is executed and shall continue in effect through the remainder of the current calendar year. Effective January 1 of each calendar year, the Agreement shall automatically renew for twelve months, unless terminated by either party as provided for in Sections 4.2 hereof.
- 4.2 **Termination** - This Agreement may be terminated, with or without cause, by either party to this Agreement upon thirty (30) days written notice to the other party; provided, however, that termination of the Agreement shall be subject to the following provisions:
- 4.2.1 In the event this Agreement is terminated by GILA without cause, or by Broker with or without cause, GILA shall continue to compensate Broker on existing accounts in accordance with the applicable compensation schedule then in force at the time of payment.
- 4.2.2 In the event this Agreement is terminated by GILA for cause, no Broker compensation shall be payable to Broker by GILA following the date of such termination. Except as set forth in section 4.2.3 below, for the purpose of this Agreement "for cause" shall mean default by Broker under any material term of this Agreement and failure to cure such default within forty-five (45) days after receipt of written notice from GILA specifying the precise nature of such default.
- 4.2.3 In the event Broker is no longer duly licensed pursuant to Applicable State law, this agreement shall immediately terminate for cause. In addition, if Broker is suspended or disciplined by any state or federal regulatory authority, or is reprimanded in any way in connection with performance of his/her/its duties as an insurance broker, GILA reserves the right, at its sole discretion, to terminate this Agreement immediately without opportunity to cure. No compensation shall be payable to Broker by GILA following the date of such termination.
- 4.3 In the event of the death or total disability of Broker, this Agreement will terminate as of its next anniversary date. During the remainder of the Agreement term, commissions will be payable to the Broker's duly appointed legal representative, estate or administrator, of his estate, as applicable, upon the presentation of documentation of such appointment.

GENERAL PROVISIONS

- 5.1 Independent Broker** - The parties acknowledge and agree that Broker is an independent party and nothing in this Agreement is intended nor shall be construed as creating a employer-employee, agent principal, partnership or joint venture relationship. Broker will not represent to third parties that he/she/it is an employee, agent partner or joint venture of GILA or of the insurance company in the provision of services under this Agreement. Broker will pay in a timely manner all income taxes, FICA taxes and other taxes relating to compensation paid by GILA pursuant to this Agreement. Neither, Broker or any of its officers, employees or agents shall have any claims against GILA or the insurance company for vacation pay, sick leave, and retirement benefits of any kind. Broker understands and agrees that GILA will not hold on behalf of Broker any sums owed for income tax, unemployment insurance, Social Security or any other withholding pursuant to any requirement of any governmental agency or subdivision relating to Broker or to make available to Broker any of the benefits afforded to the employees of GILA.
- 5.2 Indemnification and Hold Harmless by Broker** - Broker and GILA shall defend, hold harmless and indemnify each other and the insurance company against any and all claims, liabilities, damages or judgments, including reasonable attorney's fee asserted against, imposed upon and/or incurred by the other party and the insurance company that arise out of the acts of errors or omissions by Broker or GILA or other persons within their control, in the discharge of his/her/its responsibilities under this Agreement. Any party seeking indemnification under this Agreement shall bring to the immediate attention of the indemnifying party, any claim, demand or loss for which indemnification is sought. The indemnifying party shall reserve the right to assume and direct the defense of any suit or claim for which indemnification is sought.
- 5.3 Marketing and Use of Names and Trademarks** - Broker shall not use the name GILA, or any trade or service mark presently existing or hereafter established by GILA or any participating insurance company, except in the manner and to the extent permitted in writing by GILA or the insurance company.
- 5.4 Entire Agreement** - This Agreement, and any addendum hereto, represents the entire understanding of the parties with respect to the transactions set forth herein, and no representations or warranties have been made in connection with this Agreement other than those expressly set forth or incorporated by reference herein. This Agreement supersedes all prior negotiations, discussions, correspondence, and communications between the parties relating to the subject matter of this Agreement. No failure on the part of any party hereto to exercise, and no delay in exercising, any right hereunder will operate as a waiver thereof; nor will any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right created by this Agreement.
- 5.5 Amendment** - Except as otherwise provided herein, any amendment to this Agreement proposed by GILA and of which written notification is made to Broker at least sixty (60) days prior to the effective date of such amendment shall be deemed adopted unless this Agreement is earlier terminated as provided for in Section 4.2.

- 5.6 Assignment** - Either party shall have the right to assign any or all of its rights and responsibilities under this Agreement upon thirty (30) days written notice to the other. To be compensated hereunder, an Assignee must comply with the requisites hereof.
- 5.7 Non-waiver** - Failure of GILA to insist upon the performance of any of the terms of this Agreement or to declare a forfeiture of termination in the event of nonperformance by Broker shall not constitute a waiver by GILA of performance required hereunder.
- 5.8 Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.
- 5.9 Severability** - If any portions of the Agreement, shall for any reason be invalid or unenforceable, such portions shall be ineffective only to the extent of such invalidity or unenforceability, and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect.

GENERAL PROVISIONS

- 5.10 Notices** - Any notices to be given pursuant to this Agreement will be in writing and will be sent by first class U.S. mail or registered express airmail, or by telegraph, telecopier, telex, panafax, or other electronic means, or by hand delivery to the party to be notified, at the following address, or at such other address or to such other person(s) as will be specified by either party in writing to the other:

If to GILA:	Group Insurance, Inc. of LA P. O. Box 65133 Baton Rouge, LA 70896-5133
Attn:	Dan Jumonville, CLU, President

If to Broker:	To name and address as stated on the Broker Appointment Application form or the subsequent amendments thereto.
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Notifications will be deemed in the case of mailing to have been received, unless otherwise proved, on the tenth business day after mailing, and in the case of electronic means or hand delivery, on the date of delivery.

In affirmation of their understating of, and concurrence with, the provision and terms of this Agreement, the parties hereto affix their signatories below:

Group Insurance, Inc. of LA

Broker

By: _____

By: _____

Title: President _____

Title: _____

Date: _____

Date: _____

GROUP INSURANCE, INC. OF LOUISIANA AFFILIATED COMPANIES ADDENDUM

This Affiliated Companies Addendum ("Addendum") is made by and between GILA and BROKER, and supplements the Broker Agreement ("Agreement") entered into by and between GILA and BROKER.

WHEREAS, GILA is the sole owner of Insurance Services of America, Inc. ("Affiliated Companies"), Louisiana domiciled corporations licensed to sell and market insurance in the State of Louisiana, and possibly, other states; and

WHEREAS, GILA wishes to extend to Broker the opportunity to sell and market the products of the Affiliated Companies; and

WHEREAS, Affiliated Companies wish to extend to Broker the opportunity to sell and market their products;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the Broker Agreement to which this Addendum is attached, GILA unilaterally extends the following right to Broker:

1. To sell and market insurance and other products offered through Affiliated Companies.
2. To be a Business Associate of the Affiliated Companies subject to the terms and conditions of the Business Associate Addendum attached to, and made part of, the Broker Agreement.

FURTHERMORE, any reference in the Broker Agreement and Business Associate Addendum to GILA shall also be extended to include the Affiliated Companies named in the Addendum.

IN AFFIRMATION of the extended grant of rights to Broker, this Addendum is effective the same date as the Broker Agreement.

GROUP INSURANCE, INC. OF LA * INSURANCE SERVICES OF AMERICA, INC.

DAN JUMONVILLE, CLU, PRESIDENT

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (Agreement) is made and entered into by and between Group Insurance, Inc. of Louisiana and its Affiliated Companies (collectively GILA), the covered Entity, and the Appointed Broker (Business Associate) and is effective the same date as the Broker Agreement to which it is allowed and made part of.

PREFACE

- A. Covered Entity has retained Business Associate to provide assistance relating to the marketing, sale, and service of Covered Entity's insurance and related products which may involve the use and/or disclosure of individually identifiable health information.
- B. The parties acknowledge and agree that in order to perform these services, certain personnel may be required to access, maintain, retain, modify, record, store, destroy or otherwise hold, use or disclose individually identifiable health information ("Protected Health Information"), and therefore Business associate may be considered a "business associate" of Covered Entity as that term is defined in 45 CFR 160.103, and be subject to the federal Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), regulations promulgated under these laws, state health information privacy laws, and Title V of the Gramm-Leach-Bliley Act (15 USC 6801 et seq.)(collectively, "Privacy Laws").
- C. Accordingly, the parties hereto agree to the terms and conditions set forth below:

1. **Definitions**

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms by HIPAA, HITECH, and the regulations promulgated under these Privacy Laws.

2. **Obligations and Activities of Business Associate**

- 2.1 **Use or Disclosure of Protected Health Information** - Business Associate agrees not to use or disclose Protected Health Information, other than as permitted or required by the Agreement or as required by law.
- 2.2 **Safeguards** - Business Associates agree to develop, implement, maintain, and use appropriate and effect administrative, and physical safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Protected Electronic Health Information, in order to comply with Privacy Laws and prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. Business Associate agrees to keep these safeguards current and document them in written policies, standards, procedures or guidelines, which Business Associate will provide to Covered Entity upon Covered Entity's request.
- 2.3 **Breach Notification** - Business Associate agrees to report to Covered Entity any known or suspected Breach, Security Incident or other Use or Disclosure of Protected Health Information which is not permitted under the terms of this Agreement (Collectively, the "Incident"). Such notifications shall comply with Privacy Laws and shall:

2.3.1 Be made via email to GILA's privacy officer at danj@groupinsuranceinc.com

2.3.2 Be made within three (3) days after discovery.

Include the names of the Individuals whose information was breached, the circumstances surrounding the breach, the date of the breach and date of discovery, the information breached, any steps the Individuals should take to protect themselves, the steps Business Associate (or its agent or subcontractors) is taking to investigate the breach, mitigate losses, and protect against future breaches, and a contact person for more information.

2.3.3 Covered Entity shall have sole control over the timing and method of providing notification of Breach to the affected individual(s) or others as required by Privacy Laws. If requested by Covered Entity, Business Associate shall notify, at its own cost, the Individuals involved, or the media or the US Department of Health and Human Services, as applicable, in accordance with the Privacy Laws, including 45 CFR Part 164, Subpart D, provided that Covered Entity shall approve the content of any notification in advance. If requested by Covered Entity, Business Associate shall reimburse Covered Entity for any costs associated with Covered Entity making such notifications. For purposes of this provision, Business Associate is considered an independent contractor of Covered Entity.

2.4 **Duty to Mitigate** - Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate relating to an Incident or any other use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. If requested by Covered Entity, Business Associate will provide credit monitoring services and/or other reasonable services to individuals as part of mitigating harm under this Section. Business Associate shall be responsible for all costs of mitigation under this Section.

2.5 **Agents** - In accordance with 45 CFR 164.502 (e)(1)(ii) and 164.308 (b)(2), if applicable, Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply to Business Associate with respect to such information.

2.6 **Access to Secretary** - Unless otherwise protected or prohibited from discovery or disclosure by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary determining Covered Entity's compliance with Privacy Laws within 10 days after the Business Associates receipt of such request.

- 2.7 **Access to Individuals** - Business Associate agrees to make available to the Covered Entity, Protected Health Information in a Designated Record Set, or, if directed by Covered Entity, to make available to an Individual in order to meet the requirements under 45 CFR 164.524. Except as provided for in this Agreement, in the event Business Associate receives an access request directly from an Individual, Business Associate will redirect the Individual to the Covered Entity within ten (10) business days after the Business Associate's receipt of such request.
- 2.8 **Amendment of Protected Health Information** - Business Associate agrees to make any amendment(s) to Protected Health Information it holds in a Designated Record Set, as directed, or agreed to, by the Covered Entity pursuant to 45 CFR 164.526, and in the time and manner reasonably requested by Covered Entity. Except as provided for in this Agreement, in the event Business Associate receives an amendment request directly from an Individual, Business Associate will redirect the Individual to the Covered Entity within ten (10) business days after the Business Associate's receipt of such request.
- 2.9 **Accounting of Disclosures** - Business Associate agrees to document and provide a description of any disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. Business Associate agrees to provide such information to Covered Entity, or to an Individual at the direction of the Covered Entity, in order for Covered Entity, or to an Individual at the direction of the Covered Entity, in order for Covered Entity to comply with the accounting requirements in 45 CFR 164.528. Except as provided for in this Agreement, in the event Business Associate receives an access, amendment, accounting of disclosure or other similar request directly from an Individual, Business Associate will redirect the Individual to the Covered Entity within five (5) business days after the Business Associate's receipt of such request.

Business Associate understands that Covered Entity may maintain an electronic health record, and therefore to the extent uses and disclosures are made through an electronic record in connection with the Services Agreement, Business Associate must account for uses and disclosures related to treatment, payment, and health care operations.

- 2.10 **Covered Entity's Right to Restrict** - Business Associate agrees to comply, upon communication by Covered Entity, with any restrictions to the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by in accordance with 45 CFR 164.522. To the extent, the Business Associate is to carry out any other of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

3. Permitted Uses and Disclosures by Business Associate

- 3.1 Business Associate agrees that it shall keep confidential all Protected Health Information as required by Privacy Laws, information that Business Associate receives, creates, or maintains under and/or in connection with this Agreement, and shall not use or disclose Protected Health Information except as permitted or required by this Agreement, or by law. Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except as permitted by this Agreement.
- 3.2 Business Associate shall determine the amount of Protected Health Information necessary for its Purposes and shall limit its requests, uses and disclosures to the minimum necessary as required by Privacy Laws. Business Associate shall follow any minimum necessary policies and procedures provided by Covered Entity.
- 3.3 Business Associate acknowledges it is authorized to use or disclose Protected Health Information for Business Associate's management and administration and to fulfill any of Business Associate's legal responsibilities. In instances where the Use of Disclosure is not required by law, Business Associate shall obtain reasonable assurances from the third-party recipient of Protected Health Information that: (i) the Protected Health Information will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and (ii) the third party will notify Business Associate of any instances of which the third party is aware in which the confidentiality of the Protected Health Information has been breached.
- 3.4 Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity relating to its health operations.
- 3.5 All other uses or disclosures by Business Associate not authorized by this Agreement or by specific instruction of Covered Entity are prohibited.

4. Amendment

- 4.1 The parties agree to take such action as is necessary to comply with the requirements of the Privacy Laws, as amended, and any other applicable laws. Covered Entity shall have the right to amend this Agreement at any time through the addition of modification of addendum to this Agreement in order to comply with Privacy laws and other laws and regulations all applicable to business associate relationship. The Agreement will automatically be amended such that the obligations imposed on either or both Parties will allow the Parties to remain in compliance with such regulations and laws.

5. Term and Termination

- 5.1 **Term** - Upon termination of the Broker Agreement, this Agreement shall terminate and Business Associate will destroy or return to Covered Entity any Protected Health Information it holds in any form. This provision also applies to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the Protected Health Information. If Business Associate reasonably can show that it is infeasible to return or destroy Protected Health Information, and the Covered Entity agrees, Business Associate must extend the protections under this Agreement to such Protected Health Information and only may further use or disclose such information for those purposes that make the return or destruction infeasible.
- 5.2 **Termination for Cause** - Upon Covered Entity’s knowledge of a material breach of this Agreement by Business Associate, Covered Entity is authorized to terminate this Agreement and the Broker Agreement.

6. Miscellaneous

- 6.1 **Indemnification** - Business Associate agrees to indemnify, defend, and hold harmless Covered Entity from and against any action, claim, demand, loss, liability, fine, penalty, or expense (including attorneys’ and witnesses’ fees and expenses) arising out of or resulting, directly or indirectly, in any way from any breach by Business Associate of any term hereof or from any act or omission of its agents, employees or subcontractors.
- 6.2 **Regulatory References** - A reference in this Agreement to a section in the Privacy Laws means the section as in effect or as amended.
- 6.3 **Survival** - Business Associate’s obligations in respect of the use, disclosure and protection of Protected Health Information shall survive any termination of this Agreement.
- 6.4 **Interpretation** - Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Laws.

**Group Insurance Inc. of LA
Covered Entity**

**Broker
Business Associate**

By: _____
Print Name: P Daniel Jumonville
Title: President
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

Group Insurance, Inc. of LA
P. O. Box 65133
Baton Rouge, LA 70896
(225) 293-1770 * (800) 375 1000

Direct Deposit Authorization/Maintenance Form

All contracted Group Insurance, Inc. of LA producers receiving commissions are required to have their payments electronically deposited into their bank accounts.

COMMISSION STATEMENTS WILL BY EMAILED TO "PRODUCER EMAIL" UNLESS OTHERWISE INSTRUCTED.

Please include a voided check or savings deposit slip with this form; otherwise, the form will be returned to you and electronic funds deposit will be delayed. **DO NOT SEND A CHECKING DEPOSIT SLIP!!!**

Verify the nine-digit Routing/ABA number that is preprinted on your check or savings account deposit slip with the financial institution to be used for direct deposit of your commission funds

Section 1: Producer Information

Producer Name		SSN or Tax ID	
Street	City	State	Zip
Phone Number		Email Address	

Section 2: Account Information

Depository Name		Phone #
City	State	Zip
*Routing/ABA#	Acct #	<input type="checkbox"/> Checking <input type="checkbox"/> Savings

Authorization Agreement for Automatic Deposits (ACH Credits)

I hereby authorize Group Insurance, Inc of LA, hereinafter called COMPANY, to initiate credit entries to my (our) checking/ savings account(s) indicated above and the depository named above, hereinafter called DEPOSITORY, to credit the same account. By requesting and accepting contracting with Group Insurance, Inc of LA, I agree to be paid by EFT.

(Signature)

(Date)

(Title if signing on behalf of an agency)

PLEASE ALLOW 4 WEEKS FOR THE DIRECT DEPOSIT TO TAKE EFFECT.

Please call or email Phyllis Chambers at 1-800-375-1000 or phyllisc@groupinsuranceinc.com with any questions regarding this form.

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.