BROKER APPOINTMENT PACKET & CHECKLIST

Broker Name: _____

Agency Name: _____

Form/Document	Required?
Application for Broker Appointment	Yes
Producer Contract and Addendum(s)	Yes
Business Associate Agreement and Addendum	Yes
Irrevocable Assignment of Commissions	*(if applicable)*
Auto Pay Form *(Direct Deposit)*	Yes
Request for Certificate of Authority - Georgia Department of Insurance	Yes
Background Check Authorization - MBI	Yes
Form W-9	Yes
Copy of current Georgia State Insurance License	Yes
Copy of the Declarations page from your current 'Errors and Omissions' coverage – must show coverage dates and limits	Yes
$125 fee made payable to 'Alliant Health Plans' – only payments by check are accepted	Yes

Return completed forms to:

US MAIL:
Alliant Health Plans, Inc.
ATTN: Broker Licensing Department
201 W. Waugh Street, 3rd Floor
Dalton, GA 30720

Email:
BOR@AlliantPlans.com

NOTE: Alliant is under no obligation to automatically accept an appointment request. Please wait for confirmation of your appointment and product lines, before representing Alliant to prospects.

ALLIANT HEALTH PLANS, INC.
APPLICATION FOR BROKER APPOINTMENT

PLEASE PRINT OR TYPE

First Name | MI | Last Name | Birth Date

Georgia Insurance License | Social Security Number | National Producer Number

Residence Street Address

City | State | Zip | County

Agency Name | Federal Tax ID

Business Phone | Business Fax Number

Business Address (if PO BOX, also provide a physical address)

City | State | Zip | County

E-mail

Additional Info

Is your office INSIDE the City Limits? ☐ YES ☐ NO If yes, list City: _____

Are you: ☐ Individual ☐ Corporation ☐ Partnership

Are you now actively licensed for Life and Health? ☐ Yes ☐ No

Have you even been investigated or fined by a state department of insurance; has your license ever been suspended or revoked? ☐ Yes ☐ No

If "yes", pleaseexplain: _____

During the past five years, have you ever been adjudged bankrupt, had tax liens against you or been a party to litigation involving a client? ☐ Yes ☐ No

If “yes”, please explain: _____

ALL ADVERTISING OF ANY TYPE OTHER THAN PRE-PRINTED, PRE-APPROVED OFFICIAL ADVERTISING MATERIAL MUST BE SUBMITTED IN WRITING TO ALLIANT HEALTH PLANS, INC. PRIOR TO PUBLICATION FOR APPROVAL AND MAY NOT BE USED UNTIL WRITTEN APPROVAL IS RECEIVED.

As part of our routine procedures for appointing a broker, an investigative consumer report may be obtained pursuant to this authorization. If obtained, the report may include information gathered through personal interviews with you, your neighbors, your friends, and others with whom you are acquainted and related to your character and general reputation in the community.

You have the right, within a reasonable period of time to make a written request to Alliant Health Plan, Inc. for additional information as to the nature and scope of the report obtained. You also have the right, upon request, to be informed of the name and address of the consumer reporting agency that prepared the report.

Please send requests to:

Alliant Health Plans, Inc.
ATTN: Broker Licensing Department
201 W. Waugh Street, 3rd Floor
Dalton, GA 30720

In addition, if provided by the statutes of the state of your residence, you may also be entitled to contact the reporting agency directly and inspect or obtain a copy of the actual report.

I acknowledge that I have read the above and understand and authorize Alliant Health Plans, Inc. to request an investigative consumer report. A photocopy of this authorization shall be as valid as the original for permission to request the consumer report.

Signature:_____ Date:_____
Broker

Signature:_____ Date:_____
Alliant Health Plans, Inc.

PRODUCER CONTRACT

Alliant Health Plans, Inc.
Serventy Insurance Company, Inc.
201 W Waugh Street, Dalton, GA 30720

Alliant Health Plans, Inc., Serventy Insurance Company, Inc., ("Company") and _____ ("Producer") effective on this _____ of _____, 20____ (the "Effective Date"), enter into the Producer Contract (the "Contract") and mutually agree as follows:

(1) APPOINTMENT AND LIMITATION OF AUTHORITY

(A) Company hereby appoints Producer as a broker of Company for the limited purposes of soliciting purchases of and procuring applications for insurance products offered by Company and referenced in the schedule attached hereto as Exhibit A, as the Company may amend it in its sole discretion from time to time (the "Company Insurance Products"), subject to the terms and conditions of this Contract. The scope of the agency authority granted by the Company to Producer is strictly limited to the terms of this Contract. A producer has no authority to bind any risk or coverage on behalf of the Company, issue any insurance coverage, policy, endorsement, rider, certificate, or cancellation notice, or to take any other action on behalf of Company except as otherwise expressly set forth herein.

(B) A Producer has no authority to alter, modify, waive, or change any of the terms, rates, conditions, or other provisions of any of the Company Insurance Products sold by Producer. A Producer has no authority to incur any costs, expense, or liability on behalf of Company or to obligate Company in any manner whatsoever.

(C) Except for the limited purpose of forwarding to Company checks received by Producer from policyholders for the payment of initial premiums due for Company Insurance Products sold by Producer, Producer has no authority to collect or receive premiums or any other monies due Company.

(D) A Producer is authorized on a non-exclusive basis to solicit and procure applications for and sell Company Insurance Products only in the State of Georgia, subject to the terms of this Contract and the rules, policies, and procedures established by Company from time to time.

(E) On the date of any termination or the expiration of this Contract, all authority granted by Company to Producer under this Contract shall terminate.

(2) INDEPENDENT CONTRACTOR RELATIONSHIP

Under this Contract, Producer shall be an independent contractor of Company free to exercise his/her judgment as to the time, place, and means of performing all acts authorized to be performed by Producer under this Contract. Nothing contained herein shall create or be construed to create the relationship of employer and employee, partnership, franchise, or joint venture between Producer and

Company. Producer shall be solely responsible for the payment of all local, state, and federal taxes applicable to the commissions paid to Producer by Company. The Producer shall be responsible for all out-of-pocket costs and expenses incurred by the Producer in connection with the performance of the Producer's responsibilities, obligations, and services hereunder.

(3) RESPONSIBILITIES

Producer agrees to:

(A) Treat all money and payments received or collected by Producer for Company as property held in trust for the sole benefit of Company, and promptly remit such money and payments to Company with all insurance enrollment documentation for Company Insurance Products sold by Producer after Producer's receipt thereof.

(B) Follow all rules, regulations, and instructions as are issued from time to time by Company and the insurance supervisory authorities of any state in which Producer operates.

(C) Comply with all applicable laws and regulations in any state in which Producer operates.

(D) Comply with all information privacy and security laws and regulations established under or pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including, without limitation, entering into a "business associate" agreement with Company as required by HIPAA.

(4) COMPENSATION

Subject to the terms and conditions of the Agreement and the deductions identified below, Company will pay commissions, at the commission rates established by Company from time to time, on the base rate of premiums charged and received by Company for insurance policies or certificates issued and delivered to a group insured (the "Client") as a result of an application for Company Insurance Products procured by Producer in accordance with this Contract and for which Producer remains the Broker of Record as designated by the Client ("Commissions").

To determine Commissions due to Producer hereunder, all enrollment fees, administration fees, and any dues shall be excluded from gross premiums before Commissions are calculated. The Producer's right to Commissions hereunder is contingent upon the Producer's compliance with the terms of this Contract, including, without limitation, Producer's completion and submission to Company of all paperwork necessary for Company to process and effectuate Producer's appointment as a broker of Company. The Company shall have the right in its sole discretion to make any changes to the amounts or rates of Commission at any time during the Term (as defined hereinbelow), which shall become effective and binding on the Producer upon the Company's written notice to the Producer of such changes.

(A) Compensation shall be paid to Producer on issued and delivered insurance certificates after the premium Company has received and applied the premium. The Compensation shall be provided

as set forth on Exhibit "A," which may be amended from time to time by the Company with thirty (30) days advance written notice.

(B) If premium received by Company for a period is subsequently adjusted due to policy cancellation or a change in the number of individuals insured under an issued insurance policy or certificate, the Producer will be paid Commissions based on the amount of premium received by Company as adjusted to reflect any such change.

(C) Upon written notice from Company to Producer, the Company may unilaterally change its plan of compensation insofar as it relates to insurance written after the date of such notice.

(D) The Company shall have priority security interest and lien against any compensation due from Company to Producer under this Contract. It may use such compensation as an offset to any indebtedness of Producer to the Company or any of its affiliates, and Company may retain such amounts as it may deem necessary to cover any of Producer's liabilities until such liabilities are extinguished. The Producer agrees that Company may make any filings that Company deems necessary or desirable to perfect such security interest and lien.

(E) Should there be any question about the designation of the Broker of Record for a Client, the Client's designation of such Broker of Record to Company shall control. Changes in the Broker of Record for any Client shall be limited pursuant to the rules, regulations, and procedures set by Company from time to time.

(5) CLAIMS SERVICES ASSISTANCE

At the request of Company during the Term, Producer shall assist Company in performing, on behalf of Company, such claims services requested by the Company in connection with any claim made by an insured under any Company Insurance Product sold by Producer and issued by Company.

(6) INDEMNIFICATION

Producer shall indemnify and hold harmless the Company, its affiliates and their respective directors, officers, shareholders, employees, and brokers (the "Company Indemnified Parties") from and against any and all losses, damages, expenses, liabilities or costs (including reasonable attorneys' fees and disbursements) incurred by a Company Indemnified Party as a result of any third party claims arising under or related to (a) Producer's negligence, willful misconduct or bad faith acts; (b) Producer's breach of any representation, warranty, covenant or other Term or provision of this Contract; or (c) Producer's violation of any Legal Requirement. For this Section 6, the term "Legal Requirement" means any United States, federal, state, and local, laws, statutes, regulations, rules, codes, ordinances enacted, adopted, issued, or promulgated by any governmental body or common law applicable to Company, Producer or this Contract. Producer expressly authorizes the Company to offset against any compensation due or to become due to from Company to Producer under this Contract any amounts owed by Producer to any Company Indemnified Party under this Section 6. Producer's obligations under this Section 6 will survive any termination or the expiration of this Contract for any reason whatsoever.

(7) LIMITATION OF LIABILITY.

NEITHER THE COMPANY NOR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, OR BROKERS SHALL BE LIABLE TO PRODUCER FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, SAVINGS, COMPETITIVE ADVANTAGE, GOODWILL OR BUSINESS INTERRUPTION, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. To the fullest extent permitted by applicable law, the total maximum aggregate liability of Company to Producer, regardless of whether such liability is based on breach of Contract, tort, strict liability, breach of warranties, or otherwise, with respect to this Contract, shall be limited to direct damages proximately caused by any breach of, or failure to comply with, or any other act or omission in connection with this Contract by Company and shall not exceed the amount of Commissions paid by Company to Producer under this Contract.

(8) REPRESENTATIONS, WARRANTIES, AND COVENANTS

(A) Producer's Representations and Warranties.

As of the Effective Date and all times throughout the Term, Producer hereby represents and warrants to the Company the following:

(1) The Producer is duly licensed in good standing as an insurance broker for the classes of insurance to be placed by the Producer on behalf of the Company under this Contract and authorized under all applicable and relevant federal, state, and local laws and regulations to perform Producer's covenants, duties, obligations, and services under this Contract;

(2) The Producer has the full legal authority to enter into and to perform all Producer's duties and obligations under this Contract;

(3) The Producer is not restricted from entering into or performing this Contract because of any other agreement, arrangement, or limitation applicable to Producer;

(4) There is no action, claim, suit, or proceeding pending or, to the knowledge of Producer threatened, against Producer that could adversely affect Producer's ability to perform its covenants, duties or obligations under this Contract; and

(5) This Contract has been duly executed and delivered by Producer and constitutes a legal, valid, and binding obligation of Producer enforceable by the Company against Producer in accordance with its terms, except as such enforceability may be subject to or limited by bankruptcy, insolvency, reorganization, moratorium, liquidation, fraudulent conveyance or other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity,

regardless of whether such enforceability shall be considered in a proceeding in equity or law.

(B) Covenants and Limitations

(1) Producer shall be duly licensed in good standing under applicable insurance laws and regulations to perform the duties, obligations, and services of Producer hereunder and shall operate his or her business under this Contract in strict conformance with all applicable laws and regulations.

(2) The Producer has no authority to and shall not commence any legal or administrative proceedings in connection with any matter of the Company's business. If the legal process or notice is served on Producer in a suit or proceeding against the Company, Producer will promptly notify Company immediately upon Producer's receipt thereof and forward a copy of such process or notice to the Company by registered mail.

(3) Producer shall not offer to pay or pay any person any rebate of premiums or commissions or give anything of value whatsoever not specified in any policy, Contract, or certificate of insurance as an inducement for such person to purchase insurance from the Company. Producer shall not make any misrepresentations or incomplete product comparisons to induce a policy or certificate holder of a Company Insurance Product to cancel, lapse, forfeit or surrender such Company Insurance Product. The Producer shall fairly and accurately represent the terms of coverage offered by Company in the Company Insurance Products.

(4) Producer shall comply with the provisions of all rate manuals and books and materials provided by the Company to Producer, which shall be considered Confidential Information within the meaning of Section 17 of this Contract.

(C) Accounting by Producer and Company's Inspection Rights

Producer shall create and maintain records for all transactions conducted by Producer for Company under this Contract following all applicable laws and regulations and the rules, policies, and procedures established by Company from time to time. Company may, upon reasonable prior notice to Producer, inspect, access and audit, at any time during the Term and for a period of one (1) year after any termination or the expiration of this Contract, any of the Producer's accounts and records related to this Contract or any Company Insurance Product solicited or sold by Producer.

(D) Errors and Omissions Insurance

Producer shall maintain in force at all times during the Term an errors and omissions insurance policy insuring Producer in an amount and type acceptable to Company in its sole discretion. Producer shall upon Company's request provide to Company proof of such insurance and shall notify Company immediately, but in any event within two (2) business days after, Producer's obtains knowledge of the loss, cancellation, non-renewal or other termination of, or any material change in, such insurance coverage.

(9) TERM

This Contract shall be valid for one (1) year commencing on the Effective Date. It shall automatically renew, without any notice by or to Company or Producer, for consecutive one-year periods unless earlier terminated in accordance with Section 10 below (the "Term").

(10) TERMINATION

Producer and Company agree that this Contract may be terminated as follows:

(A) At any time by delivery of at least thirty (30) days prior written notice of termination by either party to the other party;

(B) Immediately upon Company's written notice of termination to Producer following his/her failure to comply with any of the terms and conditions of this Contract;

(C) Automatically upon the death of Producer;

(D) Immediately upon Company's written notice of termination to Producer in the event Producer becomes insolvent, is generally not paying its debts as such debts become due, makes an assignment for the benefit of creditors, is the subject of any voluntary or involuntary case commenced under the federal bankruptcy laws, as now constituted or hereafter amended (which, in the case of involuntary bankruptcy, is not dismissed within 60 days), or of any other proceeding under other applicable laws of any jurisdiction regarding bankruptcy, insolvency, reorganization, adjustment of debt or other forms of relief for debtors, has a receiver, trustee, liquidator, assignee, custodian or similar official appointed for it or any substantial part of its property, or is the subject of any dissolution or liquidation proceeding.

(E) Immediately upon Company's written notice of termination to Producer following the occurrence of any one of the following events:

(1) Producer's conduct results in Company paying a fine, judgment, or settlement;

(2) Producer withholds any funds belonging to an applicant, policyholder, or due Company;

(3) Producer fails to comply with any provision contained in this Contract, or with any rule, regulation, policy or procedure of Company applicable to Producer's conduct in connection with the Contract;

(4) Producer fails to comply with any applicable federal, state, or local laws, rules or regulations, including, without limitation, maintenance of necessary licensure required for Producer under this Contract;

(5) Producer knowingly submits any misleading or false information to Company;

(6) Producer fails to maintain adequate errors and omissions insurance;

(7) Producer's license or authorization to engage in the insurance business is revoked, suspended, non-renewed or placed or probation, or any proceeding therefore is commenced against Producer; or

(8) The Producer is the subject of any lawsuit, administrative proceeding, or investigation by any state or federal governmental authority or regulatory agency or any lawsuit by any policy or certificate holder of any Company Insurance Product.

Producer shall notify Company immediately, but in any event within two (2) business days, after Producer's receipt of knowledge of the occurrence of any event identified in Section (10)(E).

(11) PAYMENTS AFTER TERMINATION

Producer agrees that after the termination of this Contract:

(A) Company will pay commissions to Producer in accordance with this Contract unless (i) the Contract has been terminated according to Section 10(B), 10 (D) or 10(E); or (ii), with respect to any Company Insurance Product sold by Producer, Producer cease to be the Broker of Record as designated by the applicable Client to which such commissions relate.

(B) At such time as the total amount of Commissions due from Company to Producer shall be less than $15.00 in any calendar month, Company shall have no further obligation to make any additional payments of Commissions to Producer under this Contract.

(12) BOND

Upon the request of the Company, the Producer may be required to furnish a suitable and sufficient bond for the protection of the Company.

(13) GOVERNING LAW; CONSENT TO JURISDICTION AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its choice of law rules. Each of the Producer and the Company irrevocably submits to the exclusive jurisdiction of any federal or state court located in Cobb County, State of Georgia in respect of any action, litigation, or other proceeding arising out of or in connection with this Agreement. Each of the Producer and the Company irrevocably waives, to the fullest extent permitted by applicable law, any objection that such party may now or hereafter have to the personal jurisdiction of such courts and the laying of the venue of any such action, litigation, or other proceedings in any such court and any claim that any proceeding brought in any such court has been brought in an inconvenient forum.

(14) ALTERNATIVE DISPUTE RESOLUTION

(A) Except to the extent that either party hereto might seek equitable relief against the other party, each of the parties, on their behalf and behalf of their respective successors and permitted assigns, hereby agrees that any and all disputes, controversies, or claims arising out of or relating to this Contract, or the breach hereof (collectively, a "Claim") (other than a Claim arising under Sections 16 and 17 below), shall be resolved by binding arbitration before the American Arbitration Association ("A.A.A.") by a single arbitrator, located in the City of Calhoun, State of Georgia, unless the Parties consent to a different location, under the auspices of and in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be governed by the substantive laws of the State of Georgia applicable to contracts made and to be performed therein, without regard to conflicts of law rules, and by the

Federal Arbitration Act, 9 U.S.C. § 1, et. seq., as amended ("F.A.A."), and the arbitrator shall have no power or authority to order or grant any remedy or relief that a court could not order or grant under applicable law. Any issue as to whether or the extent to which the Claim is subject to the arbitration, including, but not limited to, issues relating to the validity or enforceability of these arbitration provisions, the applicability of any statute of limitations or other defense pertaining to the timeliness of the assertion of any Claim or any other matter relating to the arbitrability of such Claim, shall be decided by the arbitrator. The arbitrator's award shall be final. The arbitrator shall base the award on the terms of this Contract, and the arbitrator shall endeavor to follow the law

and judicial precedents of the State of Georgia; provided, however, that if despite such endeavors, the arbitrator fails to follow applicable law correctly, the award shall not be vacated or modified (for errors of law or otherwise) except upon the grounds expressly provided by the F.A.A. The arbitrator shall render the award in writing and, unless both Parties agree otherwise, shall include the findings of fact and conclusions of law upon which the award is based. Except as expressly provided for in this Contract, each party shall pay their own attorneys' fees and expenses relative to arbitration. All costs and expenses of the arbitration itself, including the arbitrator's fees, shall be allocated among the Parties according to the arbitrator's discretion as outlined in the award. The arbitrator's award resulting therefrom may be confirmed and entered as a final judgment in any court of competent jurisdiction and enforced accordingly. If any portion of this Section 15 is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Contract.

This Section 15 shall inure to the benefit of and be binding on each of the parties hereto and their respective successors and permitted assigns. It shall continue in full force and effect after and notwithstanding the expiration or termination of this Contract. If any party hereto shall, in contravention of this Section 15, file a proceeding in any court, and if such proceeding is dismissed or stayed pending arbitration due to a finding by the court that the filing of such action was in contravention of this Section 15, the party seeking to compel such arbitration shall be permitted to recover in such arbitration their attorneys' fees and costs incurred in compelling such arbitration.

No action brought pursuant to this Section 15 may be joined with any other actions.

(B) The procedures specified in this Section 15 shall be the sole and exclusive procedures for the resolution of Claims between the parties hereto arising out of or relating to this Contract; provided, however, that a party, without prejudice to the above procedures, may seek a preliminary injunction or other provisional judicial relief if in its sole judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the parties will continue to participate in good faith in the procedures specified in this Section 15.

(C) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section 15 are pending. The parties hereto will take such action, if any, required to effectuate such tolling.

(15) CONFIDENTIALITY

(A) Producer acknowledges that, in the course of performing its duties under this Contract or otherwise, it may receive or learn information about individuals who have applied for or purchased insurance or other financial products or financial services from Company, including, but not limited to, personal, financial, or health information ("Confidential Information"). Producer agrees that it will keep all Confidential Information strictly confidential in accordance with applicable law; and that it will not use or disclose to any affiliate or a third party, either orally or in writing, any Confidential Information for any purpose other than the purpose for which the Confidential Information was provided to Producer, except as required or permitted under applicable law.

Without limiting any of the preceding, the Producer agrees to take all precautions that are

reasonably necessary to protect the security of the Confidential Information following applicable laws and regulations. The Producer agrees to restrict access to the Confidential Information to those employees who need to know that information to perform the Producer's duties under this Contract.

Producer further agrees that, upon request of Company, it will return to Company or destroy all tangible items containing any Confidential Information, including all copies, abstractions, and compilations thereof, without retaining any copies of the items required to be returned, except for such items required to be kept by Producer under applicable laws and regulations, including, without limitation, record retention laws and regulations. The obligations of this Section 17 extend to the employees, brokers, affiliates, and independent contractors of Producer, and Producer shall inform such persons of their obligations hereunder.

(B) Upon learning of any unauthorized disclosure or use of any Confidential Information, the Producer shall notify the Company promptly and reasonably cooperate with the Company to protect such Confidential Information.

(C) If the Producer believes it is required by law or by a subpoena or court order to disclose any Confidential Information, then Producer, before any disclosure, shall promptly notify Company in writing attaching a copy of the subpoena, court order, or other demand and shall make all reasonable efforts to allow Company an opportunity to seek a protective order or other judicial relief.

(D) In connection with its performance under this Contract, Producer agrees to comply with all applicable laws, including, but not limited to, laws protecting the privacy of non-public personal information about individuals.

(E) The provisions of this Contract relating to confidentiality shall survive termination or expiration of this Contract.

(F) Nothing in this Contract shall be construed to restrict disclosure or use of information that:
(a) was in possession of or rightfully known by Producer, without an obligation to maintain its confidentiality, before receipt from the other party; (b) is or becomes generally known to the public without violation of this Contract; (c) is obtained by Producer in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Producer without the participation of individuals who have had access to Confidential Information.

(16) GENERAL PROVISIONS

(A) Notices

Any notices and other communications required or permitted under this Contract shall be in writing. They shall be deemed to have been duly given when (a) received by the receiving party if mailed via United States registered or certified mail, return receipt requested, (b) acquired by the receiving party if mailed by United States overnight express courier, (c) sent by facsimile, followed by confirmation mailed by United States first-class mail or overnight express mail, (d) delivered in person or by commercial courier to the receiving party at such party's address set forth on the signature page hereto, or (e) published on the Company's website or broker portal.

(B) Assignment

The Producer may not assign this Contract or any of Producer's rights or remedies hereunder, or delegate to any other person or entity any of Producer's duties or obligations hereunder, including, but not limited to, Producer's right to receive Commissions payable by Company hereunder without Producer's receipt of the prior written consent of Company.

(C) Entire Contract; Binding Effect

This Contract, together will all addendums, exhibits, or schedules attached hereto, constitutes the entire Agreement between the parties hereto and supersedes any provisions, terms, or conditions of any other agreement, whether oral or written, by and between the parties with respect to the subject matter hereof. Still, this provision shall not be deemed to affect any continuing obligations of either party under any other agreement between the parties. This Contract shall be binding upon and inure to the benefit of Producer and Company and their respective successors and permitted assigns.

(D) Severability

In the event that any of the provisions of this Contract shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible, and the remaining portions of this Contract shall remain in full force and effect.

(E) Waiver

Failure of the Company to insist upon strict compliance by Producer with any of the terms and conditions of this Contract or the rules, regulations, policies, or procedures of the Company shall not be construed as a waiver by Company of any of the terms and conditions of this Contract or the rules, regulations policies or procedures of the Company, and all the terms and conditions of this Contract or the rules, regulations policies or procedures of the Company shall continue to be in full force and effect.

(F) Amendment

Except as otherwise stated herein, this Contract may not be amended or modified except by Agreement made in writing, executed on behalf of the Company by a duly authorized officer of the Company. Notwithstanding the foregoing, Company may amend or modify this Agreement unilaterally by the Company's delivery of a written notice of such Amendment or modification to Producer, which shall not be effective until thirty (30) days after Company's delivery of such notice

to Producer.

(G) Counterparts; Electronic/Online Signatures

This Contract may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original, and together shall constitute and be one and the same instrument. This Contract may either be "signed" in the sense of a traditional paper document or electronically/ online. If the Contract is signed electronically/online, then the signatory will sign online directly at the end of the Contract in the signature block. THE COMPANY AND THE PRODUCER AGREE THAT THE ELECTRONIC/ONLINE SIGNATURE ON THIS CONTRACT SHALL HAVE THE SAME EFFECT AS TRADITIONAL SIGNATURES, AND THAT EACH PARTY SIGNING THIS CONTRACT ELECTRONICALLY WILL BE BOUND BY SUCH PARTY'S ELECTRONIC SIGNATURE AND HEREBY CONSENTS TO DELIVER OF SUCH ELECTRONIC SIGNATURE THROUGH ELECTRONIC MEANS. The signatory will enter their full legal name in the signature block on the Contract, preceded and followed by the forward-slash (/) symbol. An example of a signature would be /John Doe/. If the signatory is signing on behalf of an entity such as a corporation or limited liability company, the signatory will type in their title in the space below the signature block. Upon request, the Company will provide a Producer with a copy of the electronically signed Contract.

(H) Equal Preparation

Each of the parties hereto acknowledges and agrees that they have had adequate opportunity to participate in the drafting and negotiation of this Contract and that, therefore, no part of this Contract shall be construed against any party by reason of such party having caused this Contract to be drafted.

WITNESS WHEREOF, the parties hereto have executed this Producer Contract as of the Effective Date set forth above.

PRODUCER CONTRACT

COMPANY:

Alliant Health Plans, Inc. &
Serventy Insurance Company, Inc.

By:_____

Mark Mixer
Chief Executive Officer

PO BOX 1128
Dalton, GA 30722

Facsimile: (706) 529-5229

PRODUCER:

_____
Agency Name, if Applicable

By:_____

Print Name: _____

Title: _____

Address: _____

_____

Facsimile: _____

Attention: _____

Agreement to Amend Alliant Health Plans, Inc. PRODUCER (or BROKER) CONTRACT

EXCHANGE REGULATORY AMENDMENT TO BROKER CONTRACT

You will comply with the following requirements to the extent your performance of services constitutes delegated activities under the authorities granted to you under the Broker Contract and associated Rules & Regulations (collectively the "Broker Contract"). Capitalized terms used but not defined in this Exchange Regulatory Amendment ("Amendment") shall have the meaning assigned to them in this Amendment or in the Broker Contract. The terms of this Agreement are hereby incorporated into the Broker Contract.

SECTION 1
APPLICABILITY

Alliant Health Plans, the Company or one of its Affiliates is operating as certified Qualified Health Plan Issuer ("QHP Issuer") in one or more public Health Care Exchanges ("Exchange") created under the terms of Federal Patient Protection and Affordable Care Act ("PPACA") and any implementing State law. Company may be delegating certain of its QHP Issuer's activities, reporting responsibilities, or other obligations to you under the Broker Contract.

This Amendment applies solely to the services performed and provided with respect to any Exchange business delegated by Company to you pursuant to the Broker Contract. In the event of a conflict between this Amendment and other amendments or any provision of the Broker Contract, the provisions of this Amendment shall control, except as required by law. Terms in thisBroker Contract shall be as defined in PPACA, as supplemented by any applicable State Exchangelaw.

SECTION 2
PROVISIONS

This Amendment is intended to comply with Exchange laws and substantive requirements.

1. The delegated activities and reporting responsibilities are limited to those specifically set forth in the Broker Contract. To the extent such delegated activities and reporting responsibilities serve Exchange business, they are designated as QHP Services".

2. You acknowledge and agree that the Company may revoke and of your delegated activities and reporting standards or specify other remedies, for the respective Exchange, in instance where the U.S. Department of Health and Human Services ("HHS"), a State Exchange regulator, or the Company determines that you have not performed satisfactorily. To the extent that HHS or a State Exchange regulator directs the revocation, Company shall provide immediate written notice of such

termination as required under the terms of the Broker Contract. You shall cooperate with Company regarding the transition of any QHP Services that have been revoked by Company.

3. You must comply with all applicable laws and regulations relating to the standards specified in 45 CFR 156.340, as it may be amended from time to time, and all other Federal and/or State laws relevant to the Company's Exchange business being serviced.

4. You must permit access by the Secretary of HHS and the Office Inspector General or their designees, in the case of Federally Facilitated Exchange ("FFE") business, or comparable State regulators, in the case of State Exchange business, in connection with their right to evaluate through an audit, inspection, or other means, your books, contracts, computers, or other electronic systems, including medical records and documentation, relating to Company's obligations as a QHP Issuer in accordance with Federal standards under 45 CFR 156.340, as it may be amended from time to time, with all records retained for at least 10 years from the final dates of the Broker Contract period or such lesser period which may be specified in State law for State Exchanges.

5. If submitting FFE data is involved, you are bound by the terms of Company's "Broker Contract between Qualified Health Plan Issuer and The Centers for Medicare and Medicaid Services" or any applicable trading partners or comparable State Exchange Broker Contract, to test your software, and retrieve Company's approval of software ad being in proper format and compatible with the FFE or the applicable State system.

6. If any State Exchange or HHS for FFEs requires additional specific provisions to be in Company's Broker Contract with any delegated or downstream entry, they will be provided to you by Company and or incorporated herein by reference or by attaching a copy of such provisions to this Amendment.

7. If you delegate and QHP Services to a downstream entry (as such term is definedin 45 C.F.R. 156.20), you shall provide written advance notification to Company of such delegated activities and reporting responsibilities before the applicable effective date of the delegation under federal regulations. You shall bind the downstream entry to all terms of this Amendment, including providing for revocation of the delegated activities.

8. The Company does not discriminate on the basis of race, color, natural origin, disability, age, sex, gender identity, sexual orientation, or health status in the administration of any of its plans, including enrollment and benefit determinations.

This Amendment shall be effective on September 30, 2021

EXHIBIT A
Producer Contract

Company Insurance Lines of Business and Product Names:

- Individual/Family Plans; also known as SoloCare
- Fully Insured Group plans; also known as SimpleCare
- Level Funded Group plans; also known as 4Corners

In exchange for the Agent reviewing coverage and providing ongoing customer service for Company to the members, Company agrees to remit commission payment as follows:

I. Individual Family Plans ("IFP")/SoloCare Commission:

a. Company agrees to remit commission payment on a Per Member Per Month (PMPM) basis. In accordance with Section 4 of the Producer Agreement, Commission will be paid on IFP/SoloCare Policies and shall be paid at a per capitarate based upon Section Ib.

b. IFP/SoloCare Policy Base Commission:

• HMO/PPO Base Plans	$10 PMPM
• HMO/ PPO Plans including Dental or Dental plus Chiropractic	$15 PMPM

Commissions are not paid on members in a grace period. If a member enters a grace period but later makes full payment to exit that grace period, retroactive payment of the commission will occur. Commissions will be paid monthly in the month following coverage. *For example, if a member enrolls on January 1 and pays their premium, a $10 commission will be paid in February*. Prepayment of premium will not result in prepayment of commission.

II. Fully Insured Group Plans/SimpleCare Commission: (Transitional and SimpleCare plans)

a. Company agrees to remit commission payment on a Per Employee Per Month (PEPM) basis following the tiered structure below:

• 1- 4 Enrolled Employees	$ 6 PEPM
• 5-19 Enrolled Employees	$33 PEPM
• 20+ Enrolled Employees	$48 PEPM

b. The PEPM amount is determined by the previous month's enrolled employee count.

III. Level Funded Group Plans/4Corners:

a. A default commission of $33 Per Employee Per Month (PEPM) is assumed. Producers may modify the default commission rate with the group's consent. Premiums will be adjusted accordingly.

b. Broker of Record changes that occur at any time other than at the time of renewal for the policy will remain at the commission level agreed upon at the start of the group contract period. Brokers of record that change upon renewal are assumed to be at the default rate of $33 PEPM, regardless of the previous year's commission arrangement.

IV. Eligibility to Earn Commission/Represent Alliant Health Plans

a. Commissions are earned and available only to properly licensed, certified, and doing business under credentialed authority to represent Company.

Exhibit A shall be effective on January 1, 2022

BROKER APPLICATION STATEMENT

The following Broker Application is intended for the Broker to apply to provide sales and brokerage services for Alliant Health Plans, Inc. ("Alliant") and its affiliate entity Serventy Insurance Company, Inc. ("Serventy"). Alliant offers health plan benefits, including a Qualified Health Plan on the federal insurance exchange and a self-funded stop-loss plan. Serventy provides dental, vision, and short-term limited duration products as licensed within the State of Georgia.

By completing this application, you hereby acknowledge and agree that you are accepting an appointment as a Broker authorized to sell products on behalf of both Alliant and its affiliate, Serventy. The terms and conditions of this Brokerage Agreement shall apply to both entities individually and collectively.

In the event that you desire to only provide broker services on behalf of Alliant or Serventy, please contact Sales@AlliantPlans.com to obtain a single broker application for the respective Company.

I hereby acknowledge and agree that I am submitting this Broker Application to be eligible to provide broker services on behalf of Alliant Health Plans, Inc. and Serventy Insurance Company, Inc. to market and broker all of the products and services available by each Company individually which may be amended from time-to-time.

ACKNOWLEDGED AND AGREED

By:_____
Name:_____
Date:_____

Amendment Number Four to
Producer Contract

This Amendment Number Four to the Producer Contract ("Amendment") is made and entered into on September 30, 2021 ("Amendment Effective Date") by and between Alliant Health Plans, Inc ("Company") and Producer and amends the Producer Contract between the Parties ("Contract"). Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the same meaning assigned to such term in the Contract. Any and all terms and conditions of the Amendment that conflict with the Contract shall control.

RECITALS

WHEREAS, Company and Producer are parties to the Contract that may be amended from time to time;

WHEREAS, pursuant to Section 16 (f) of the Contract, *General Provisions-Amendment*, "…Company may amend or modify this Agreement unilaterally by Company's delivery of written notice of such amendment or modification to Producer, which shall not be effective until thirty (30) days after Company's delivery of such notice to Producer"; and

WHEREAS, Company hereby notifies Producer of the following modifications to this Agreement in accordance with Section 16(f).

NOW, THEREFORE, in accordance with the terms and conditions of the Contract and the consideration described in the Contract as amended, the following terms and conditions shall be binding upon the parties.

AMENDMENTS

1. Exhibit A-3 of the Producer Contract shall be deleted in its entirety and replaced with the attached Exhibit A-4 and any and all references to Exhibit A-1 in the Producer Contract shall be superseded with reference to Exhibit A-4. For renewal business, this is effective on January 1, 2022. For new business, this is effective for new business beginning on or after October 1, 2021.

[signature on the following page]

IN WITNESS WHEREOF, the Amendment has been executed on behalf of the Company by a duly authorized officer of the Company, to be effective as of the Amendment Effective Date, defined above.

Alliant Health Plans, Inc

By:
Name: Mark Mixer
Title: Chief Executive Officer
Date: September 20, 2021

ALLIANT HEALTH PLANS, INC.
Business Associate Agreement

This Business Associate Agreement (this "Agreement") is entered into this____ day of _____, 20__(the "Effective Date"), by and between_____("Business Associate") and **Health One Alliance, LLC on behalf of itself, affiliates, and subsidiaries including Alliant Health Plans, Inc.** ("Covered Entity"). Business Associate and Covered Entity may be referred to herein as a "Party" or the "Parties."

RECITALS:

Covered Entity provides services that pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requires Covered Entity to restrict the uses and disclosures of Protected Health Information, as defined by HIPAA, in accordance with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, SubpartsA and E as amended from time to time (the "Privacy Rule"), and Subparts A and C as amended from time to time (the "Security Rule") under HIPAA, which was amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), as TitleXIII Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub.L. 111-5). Pursuant to the Management Services Agreement between Covered Entity and Business Associate (the "Service Agreement"), Business Associate is receiving access to host,use or disclose Protected Health Information for the purposes of providing services on behalf of Covered Entity. Thus, pursuant to the state and federal regulations and to the extent Business Associate receives or creates Protected Health Information, Business Associate is required to comply with the state privacy and security laws that are not preempted by HIPAA, HIPAA Privacyand Security Rules, the HIPAA requirements as amended by the HITECH Act and the HITECH Act and its accompanying and implementing regulations.

NOW, THEREFORE, the Parties, in consideration of the mutual agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, do hereby agree as follows:

1. **Definitions**. Unless otherwise provided in this Agreement, capitalized terms shall have the same meanings as set forth in the Standards for Privacy or Security of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

   a. "**Breach**" shall have the same meaning as the term "breach" given in 45 C.F.R. § 164.402, as amended by HITECH Act and shall include the unauthorized acquisition, access, use or disclosure of Protected Health Information that compromises the security or privacy of such information.

   b. "**Business Days**" shall mean Monday through Friday and excludes all weekends and holiday days that are approved or sanctioned by the United States Government.

c. "**Designated Record Set**" shall mean a group of records maintained by or for a covered entity that is (i) the medical records and billing records about Individuals maintained by or for covered entity, (ii) enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a Health Plan, and (iii) used, in whole or in part, by or for covered entity to make decisions about Individuals. For the purposes of this paragraph, the term "Record" means any items, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for covered entity.

d. "**Electronic Protected Health Information**" or "Electronic PHI" shall have the meaning in 45 C.F.R. 160.103.

e. "**HHS**" shall mean the United States Department of Health and Human Services.

f. "**Individually Identifiable Health Information**" shall mean information that is a subset of health information, including demographic information, that is collected from an Individual and (1) is created or received by a covered entity or an employer; (2) relates to the past, present or future physical or mental health or condition of an Individual, the provision of healthcare to an Individual, or the past, present, or future payment for the provision of healthcare to an Individual; and (3) identifies the Individual, or there is a reasonable basis to believe the information can be used to identify the Individual.

g. "**Individual(s)**" shall have the same meaning as the term "individual" in 45 C.F.R. 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).

h. "**Information System**" means an interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications and people.

i. "**Privacy Rules**" shall mean the Standards for Privacy of Individually Identifiable Health Information found at 45 C.F.R. §§ 160 and 164, subparts A and E in effect or as amended, and with which compliance is required.

j. "**Protected Health Information ("PHI")**" shall have the same meaning as the term "protected health information" in 45 C.F.R. 160.103.

k. "**Required by Law**" shall have the same meaning as the term "required by law" in 45 C.F.R. 164.103 and 45 C.F.R. 164.512(a).

l. "**Secretary**" shall mean the Secretary of HHS or his/her designee.

m. "**Security Incident**" shall have the meaning as the term "Security Incident" in 45 C.F.R. 164.304, which means the attempted or successful unauthorized access, use,

disclosure, modification or destruction of information or interference with system operations in an Information System.

n. "**Security Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A , C and E, in effect or as amended, and with which compliance is required.

o. "**Unsecured PHI**" shall mean Protected Health Information that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined by the HITECH Act.

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

a. Permitted Uses. Business Associate agrees to use or disclose PHI in accordance with the terms of this Agreement or as Required by Law.

b. Appropriate Safeguards. Business Associate agrees to implement appropriate and reasonable administrative, technical and physical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

c. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

d. Reporting.

1. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement or any Security Incident of which it becomes aware. Upon discovery of a breach of the security of PHI or a Security Incident, Business Associate shall notify Covered Entity within two (2) Business Days. Notice should include the identification of each individual whose PHI has been or is reasonably believed to have been breached, the type of PHI that was believed to be disclosed, the mitigation actions taken by the Business Associate to prevent future breaches and any other information necessary for the Covered Entity to comply with the notification requirements promulgated by HIPAA and HITECH.

2. Business Associate agrees to notify Covered Entity of any Breach of Unsecured Protected Health Information within two (2) Business Days of the date Business Associate learns of the Breach. Business Associate shall provide such information to Covered Entity as required by the Breach Notification Standards set forth in the HITECH Act. Business Associate shall cooperate and assist Covered Entity in making the notification to third parties required by law in the event of a Breach due to Business Associate and shall reimburse Covered Entity for any and all reasonable costs incurred

by Covered Entity to provide the required notices, as well as any reasonablecosts associated with the Breach, including, but not limited to, credit monitoring subscriptions for the affected individuals.

e. Agents and subcontractors. Business Associate agrees to require subcontractors of the Business Associate, to whom it provides PHI received from, or created on behalf of, Covered Entity, to comply with the restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including the safeguards contained in this Agreement. Pursuant to and in accordance with the requirements of the effective HIPAA regulations, Business Associate shall be responsible for the acts and omissions of its subcontractors.

f. Access to Protected Health Information. Business Associate agrees to provide access to PHI maintained in a Designated Record Set, within ten (10) Business Days upon receipt of the request of Covered Entity or in a reasonable time to meet the requirements under 45 C.F.R. 164.524.

g. Amendment of Protected Health Information. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526, at the request of Covered Entity or an Individual, within the time requirements of 45 CFR §164.526.

h. Governmental Access to Records. Business Associate agrees to make its internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received for Covered Entity, available to the Secretary, for the purposes of the Secretary determining Covered Entity's and Business Associate's compliance with the Privacy Rule.

i. Audits, Inspection, and Enforcement. Within ten (10) Business Days of Covered Entity's written request, Business Associate shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, and policies/procedures relating to Business Associate's Use and Disclosure of Covered Entity's Protected Information for the purpose of determining whether Business Associate is in compliance with this Agreement. The fact that Covered Entity inspects, or fails to inspect, does not relieve Business Associate of its responsibility to comply with this Agreement, nor does Covered Entity's failure to detect an unsatisfactory practice constitute acceptance of such practice or a waiver of Covered Entity's enforcement of rights under this Agreement.

j. Accounting of Disclosures. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity, to respond to an accounting of disclosures of PHI under 45 CFR §164.528, the HITECH Act guidance and the effective regulations regardingaccounting for disclosures.

k. Services on Behalf of Covered Entity. Business Associate agrees that to the extent the Business Associate performs one or more of the Covered Entity's obligations under the Privacy Rule; Business Associate shall comply with the HIPAA Privacy Rule in the same manner that such Rule would apply to the Covered Entity in the performance of such obligation.

l. Security Standards. Business Associate shall implement administrative, physical and technical safeguards for Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity, including without limitation, compliance with each of the Standards and Implementation Specifications of 45 C.F.R. §164.308 (Administrative Safeguards), 45 C.F.R. §164.310 (Physical Safeguards), 45 C.F.R. §164.312 (Technical Safeguards) and 45 C.F.R. §164.316 (Policies and Procedures and Documentation Requirements.

m. Agent Protection of Electronic PHI. Business Associate shall ensure that its subcontractors to whom it provides Electronic PHI, agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect that Electronic PHI, including compliance with each of the Standards and Implementation Specifications of 45 C.F.R. §164.308 (Administrative Safeguards), 45 C.F.R. §164.310 (Physical Safeguards), 45 C.F.R. §164.312 (Technical Safeguards) and 45 C.F.R. §164.316 (Policies and Procedures and DocumentationRequirements).

n. Minimum Necessary. Business Associate acknowledges that it shall limit the use, disclosure or request of PHI to perform or fulfill a specific function required or permitted hereunder to the Minimum Necessary information, to accomplish the purpose of such use, disclosure or request as set forth in 45 C.F.R. §164.502(b).

o. Standard Transactions. Business Associate does not conduct any Standard Transactions, as defined in 45 C.F.R. §162.103, on behalf of Covered Entity, Business Associate shall comply with the applicable requirements of 45 C.F.R. Part 162.

p. Additional Restrictions. Notwithstanding any other provision in this Agreement, Business Associate shall comply with the effective provisions of HIPAA and its implementing regulations that apply to Business Associates, including the following:

1. requests for restrictions on use or disclosure to health plans for payment or health care purposes when the provider has been paid by the individual or person other than the health plan on behalf of the individual, consistent with 45 C.F.R. §522(a)(1)((iv);

2. the prohibition on sale of Protected Health Information without authorization, unless an exception under 45 C.F.R. §164.508(a)(4) applies;

3. the prohibition on receiving remuneration for certain communications that fall within the exceptions to the definition of marketing under 45 C.F.R. §164.501 unless permitted by this Agreement and 45 C.F.R. §164.508.

q. Encryption. Business Associate shall transmit, store and host Covered Entity's PHI in an encrypted form that complies with the guidance provided by DHHS. Business Associate shall implement the security recommendations provided by DHHS from time to time related to recommendations to secure PHI. At all times Covered Entity's PHI in the possession of Business Associate or its subcontractors shall be secure and shall not be "Unsecure PHI" as such term is defined by DHHS.

3. **Permitted Uses and Disclosures by Business Associate**

a. Permissible Use. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the underlying arrangement between the parties. Business Associate may also use or disclose protected health information as Required By Law.

b. Management and Administration. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

c. Permitted Uses via Contract. Business Associate shall not de-identify the PHI and use or disclose it unless permitted by the underlying contract with Covered Entity in which case the de-identification shall comply with 45 CFR 164.514(a)-(c). Business Associate may provide data aggregation services relating to the healthcare operations of the Covered Entity.

d. Minimum Necessary Use and Disclosure Requirement. Business Associate shall only request, use and disclose the minimum amount of PHI necessary to reasonably accomplish the purpose of the request in accordance with 45 C.F.R. 164.502(b). In addition, Business Associate shall restrict access to PHI to those employees of Business Associate or other workforce members under the control of Business Associate who are actively and directly participating in providing goods and/or services under the arrangement between the parties and who need to know such information in order to fulfill such responsibilities.

4. **Obligations of Covered Entity**

a. Revocation of Consent. Covered Entity shall notify Business Associate in writing 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.

b. Restrictions on Use of Protected Health Information. Covered Entity shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

c. Notice of Privacy Rights. Covered Entity shall provide Business Associate with notice of any restrictions on the use or disclosure of PHI provided in the Covered Entity Notice of Privacy Rights.

5. **Term and Termination**

a. Term. The Term of this Agreement shall be effective as of the Effective Date, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

b. Termination For Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach within thirty (30) days; or

2. Immediately terminate the Agreement with prior written notice if Business Associate has breached a material term of the Agreement and cure is not possible; or

3. If cure or immediate termination is not possible, Covered Entity shall notify Business Associate of its intent to report the material breach to the Secretary of HHS.

c. Effect of Termination. Except as provided below, upon termination or expiration of this Agreement, for any reason, Business Associate shall return or destroy, all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

6. **Entire Agreement**. This Agreement supersedes any and all other agreements, whether oral or in writing, between the Parties with respect to PHI, and this Agreement contains allof the covenants and agreements between the Parties with respect to PHI in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, that are not embodied in this Agreement relating to PHI, and that no other agreement, statement, or promise not contained in this Agreement with respect to PHI shall be valid or binding.

7. **Modification**. No change or modification of this Agreement shall be valid or binding unless the same is in writing and signed by each of the Parties hereto.

8. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

9. **No Third Party Beneficiaries**. Nothing express or implied in this Agreement or in the Service Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

10. **Amendment**. This Agreement shall automatically be deemed amended and any conflicting terms shall be superseded by new regulations in order to support compliance with the HIPAA Privacy and Security Rule as amended through the regulatory process. Business Associate and Covered Entity agree to comply with the applicable laws and regulations. Any other amendments or modifications shall only be amended through a written amendment by both parties.

11. **Indemnification**. Business Associate agrees to defend and hold Covered Entity harmless from any claims, damages fines, penalties, expenses and costs (including reasonable attorney's fees) arising from the party, its officers, directors, employees and contractors' negligence or willful neglect that resulted in a breach of this Agreement or a breach of the HIPAA Privacy and Security Rule. Business Associate agrees to cooperate with the Covered Entity to share information and cooperate in the event of a claim without violating attorney-client privilege protections to protect the interest of the Covered Entity.

12. **Insurance**. Business Associate shall obtain and maintain during the term of this Addendum liability insurance covering claims based on a violation of the HIPAA PrivacyRule or Security Rule and as amended by HITECH and its accompanying regulations or any applicable state law or regulation concerning the privacy or security of patientinformation and claims based on its obligations pursuant to this Addendum in an amount not less than $1,500,000 per claim. Such insurance shall be in the form of occurrence- based coverage and shall name the Covered Entity as an additional named insured. A copyof such policy or a certificate evidencing the policy shall be provided to the Covered Entityupon written request.

13. **Jointly Drafted Agreement**. This Agreement shall be deemed to be the jointly drafted agreement of the parties hereto and any rule of construction that a document shall be interpreted or construed against a drafter of such document shall not be applicable.

[*Signatures on following page*]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day andyear first above written.

BUSINESS ASSOCIATE	**COVERED ENTITY**
	Alliant Health Plans, Inc.
By: _____	By: _____
Printed Name: _____	Printed Name: Mark Mixer
Title: _____	Title: President & Chief Executive Officer
Date: _____	Date: _____

IRREVOCABLE ASSIGNMENT OF COMMISSIONS

I irrevocably assign first year and renewal commissions, to the assignee identified below:

It is agreed and understood that, this agreement does not affect the right of Alliant Health Plans, Inc. to deduct the amount owed, if any, by the assignor to Alliant Health Plans, Inc.

ASSIGNOR INFORMATION

Assignor Name:_____ Witness Name: _____

Assignor Social Security Number: _____

Assignor Signature:_____ Witness Signature: _____

Date Signed:_____ Date Signed: _____

ASSIGNEE INFORMATION

Name: _____

Street Address: _____

City:_____ County:_____ State:_____ ZIP: _____

Phone Number: _____

Tax Identification Number: _____

GA Dept of Insurance - License Number for Assignee: _____

NOTE: Assignee must be a licensed health insurance entity to be a valid assignment.

Assignor = You
Assignee = Agency

AUTO PAY

FOR BROKERS

Type of Authorization: ☐NEW ☐CHANGE

Tax Payer ID# (TIN) ___ ___ - ___ ___ ___ ___ ___ ___ ___

OR

Social Security # ___ ___ ___ - ___ ___ - ___ ___ ___ ___

Financial Institution Bank Name	Financial Institution Address
Financial Institution Phone Number	**Type of Account (Check one only)**
	☐CHECKING ☐SAVINGS
Financial Institution Routing/Transit Number	**Financial Institution Account Number**

I (we) hereby authorize Alliant Health Plans to present credit entries into the bank account referenced above and the depository named above to credit the same to such account. I (we) understand that I am (we are) responsible for the validity of the information on this form. If Alliant Health Plans erroneously deposits funds into my (our) account, I (we) authorize Alliant Health Plans to initiate the necessary debit entries, not to exceed the total of the original amount credited for the current pay cycle.

I (we) agree to comply with all certification requirements of Alliant Health Plans and the applicable program regulations, rules, handbooks, bulletins, standards, and guidelines published by Alliant Health Plans or its authorized affiliate(s) or subcontractor(s). I (we) understand that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

I (we) will continue to maintain the confidentiality of records and other information relating to clients covered by programs offered through Alliant Health Plans in accordance with applicable state and federal laws, rules, and regulations.

Authorizing Signature _____ Date Signed _____

Printed Name _____ Title of Person Signing _____

Please provide a response to the following question:
For the convenience of having direct deposit, are you willing to download your statement(s) directly from a web site and print them in your own office rather than receive a hard copy in the mail? ☐ YES ☐ NO

RETURN THIS FORM TO:
Alliant Health Plans
1503 N. Tibbs Rd
Dalton, GA 30720

OFFICE OF COMMISSIONER OF INSURANCE

COMMISSIONER OF INSURANCE • INDUSTRIAL LOAN COMMISSIONER • SAFETY FIRE COMMISSIONER

Jim Beck, Commissioner

www.oci.ga.gov

Phone: 855-235-5174 Email: GAInslicensing@psionline.com

Request For New & Terminated Certificate Of Authority

AGENTS LICENSING

GID-393-AL JAN2019

1. GENERAL INSTRUCTIONS

A. This request should be submitted by the insurer only.
B. DO NOT REMIT ANY PAYMENT AT THIS TIME, the Department will bill the insurer monthly for all new appointments processed within the previous month.
C. If the appointing company is registered with SIRCON, the "preferred" process is to complete this request on-line at: www.sircon.com
D. There are no fees for Certificate Of Authority Termination.
E. Certificates of Authority may not be processed for temporary licenses.
F. Mailing Address: PSI Services LLC, 2997 Cobb Parkway SE, P.O. Box 723957, Atlanta, GA 31139

2. NEW/TERMINATED CERTIFICATE OF AUTHORITY INFORMATION

Indicate type of request by placing an "X" in the appropriate box and completing the related section.

☐ **ADD A NEW CERTIFICATE OF AUTHORITY**

Do not remit any payment at this time. A certificate of Authority (appointment) will cover all classes **COMMON BETWEEN THE INSURER AND THE APPOINTED LICENSEE.**

☐ **TERMINATE AN EXISTING CERTIFICATE OF AUTHORITY**

Complete the section below. Requests for termination must be submitted within 30 days of the termination date. There is no fee for a Certificate of Authority termination.

Termination Effective Date: _____ Reason for Termination: _____

Is this a termination for cause? ☐ No ☐ Yes If yes, please attach all supporting documentation with this form.

3. LICENSEE INFORMATION

Print the agent's name as it appears on the agent's Georgia Insurance license in the box

Last Name	First Name	MI	Suffix (Jr., Sr.)

License Number	National Producer Number	EIN

I, the undersigned agent, certify that I am properly licensed in the State of Georgia for the Certificate of Authority for which I am applying.

Agent Signature _____ Date _____

4. INSURER INFORMATION

Print the insurer's name as it appears on Georgia's company records on the line provided. Print insurer's NAIC number on the line provided. The authorized company official must sign and date the document.

Alliant Health Plans

Insurer Name

Insurer's NAIC Number 11256

We, the undersigned, have made a diligent inquiry and investigation relative to this applicant's identity, residence and experience or instruction, including a character report by an agency not affiliated with this company, as to the classes of insurance to be transacted and are satisfied that the applicant is trustworthy and qualified to act as our agent and to hold himself out in good faith to the general public as such agent. We desire that he/she represent us in your state. I, the undersigned officer, certify that the insurer has in its possession a copy of this applicant's current and valid license and that the applicant has received a copy of this request for appointment. Further, we understand that it is a violation of the Georgia Insurance Statues for any company to accept applications for insurance from an applicant if the applicant is not properly licensed.

SIGNATURE OF AUTHORIZED COMPANY OFFICIAL	NAME OF AUTHORIZED COMPANY OFFICIAL	DATE
	Mark Mixer	

877-668-1015	706 - 499 - 9876
Contact Phone Number	Contact Fax Number

MBI WORLDWIDE
BACKGROUND CHECKS AND DRUG SCREENING

ACKNOWLEDGMENT AND AUTHORIZATION FOR BACKGROUND CHECK

I acknowledge receipt of the separate document entitled DISCLOSURE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those documents. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" by _____ ("Employer") at any time after receipt of this authorization and throughout my employment, if applicable. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested by **MBI Worldwide, 200 Central Ave, Suite 820, Saint Petersburg, FL 33701; tel no. #866-275-4624; www.mbiworldwide.com** and/or Employer. I agree that a facsimile ("fax"), electronic or photographic copy of this Authorization shall be as valid as the original.

New York applicants only: Upon request, you will be informed whether or not a consumer report was requested by the Employer, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. You have the right to inspect and receive a copy of any investigative consumer report requested by the Employer by contacting the consumer reporting agency identified above directly. By signing below, you acknowledge receipt of Article 23-A of the New York Correction Law. **New York City applicants only:** You acknowledge and authorize the Employer to provide any notices required by federal, state or local law to you at the address(es) and/or email address(es) you provided to the Employer.
Washington State applicants only: You also have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.
CA, MN, OK, NY, ME, WA, OR, & VT applicants only: Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Employer. □

Signature: _____ Date: _____

DISCLOSURE REGARDING BACKGROUND INVESTIGATION

_____ ("the Company") may obtain information about you from a third party consumer reporting agency for employment purposes. Thus, you may be the subject of a "consumer report" which may include information about your character, general reputation, personal characteristics, and/or mode of living. These reports may contain information regarding your credit history, criminal history, social security verification, motor vehicle records ("driving records"), verification of your education or employment history, or other background checks.

You have the right, upon written request made within a reasonable time, to request whether a consumer report has been run about you and to request a copy of your report. These searches will be conducted by MBI Worldwide, 200 Central Ave, Suite 820, Saint Petersburg, FL 33701; tel no. #866-275-4624; www.mbiworldwide.com. The scope of this disclosure allows the Company to obtain consumer reports now and throughout the course of your employment for an employment purpose to the extent permitted by law.

Signature: _____ Date: _____

[End of Document]

DISCLOSURE REGARDING "INVESTIGATIVE CONSUMER REPORT" BACKGROUND INVESTIGATION

_____ (the "Company"), to which you have applied for employment, may request an investigative consumer report about you from a third party consumer reporting agency, in connection with your employment or application for employment (including independent contractor or volunteer assignments, as applicable). An "investigative consumer report" is a background report that includes information from personal interviews (except in California, where that term includes background reports with or without information obtained from personal interviews). The most common form of an investigative consumer report in connection with your employment is a reference check through personal interviews with sources such as your former employers and associates, and other information sources. The investigative consumer report may contain information concerning your character, general reputation, personal characteristics or mode of living. You may request more information about the nature and scope of an investigative consumer report, if any, by contacting the Company.

You have the right, upon written request made within a reasonable time, to request (1) whether an investigative consumer report has been obtained about you, (2) disclosure of the nature and scope of any investigative consumer report and (3) a copy of your report. These reports will be conducted by **MBI Worldwide, 200 Central Ave, Suite 820, Saint Petersburg, FL 33701; tel no. #866-275-4624; www.mbiworldwide.com.** The scope of this disclosure allows the Company to obtain consumer reports now and throughout the course of your employment for an employment purpose to the extent permitted by law.

Signature: _____ Date: _____

MBI WORLDWIDE
BACKGROUND CHECKS AND DRUG SCREENING

BACKGROUND INFORMATION

Please print/type the requested information. ***Lack of legible or missing information may delay processing of this request.***

Applicant Name:_____
Last First Middle

Other legal names known by (limit to 7years): _____

_____

Present Address:

_____
Street City State Zip County

Date of Birth*: _____/_____/_____ Driver's License # _____ State_____
(MM/DD/YYYY)

SS#*: _____ Male / Female _____ Race _____

Home Addresses for the Past 7 Years: (List additional addresses on separate page, if needed.)

Street Address	City	State/Zip	County	Dates Mo/Year

Applicant Phone Number: _____
(Area Code) + Telephone Number

Applicant Email Address: _____
Please Print Clearly

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

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:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ 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.

☐ 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) _____

(Applies to accounts maintained outside the U.S.)

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.

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.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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.