



**AAIC OFFICE USE ONLY**

State: \_\_\_\_\_ Existing Agent \_\_\_ New Agent  
 \_\_\_ Individual \_\_\_ General Agency \_\_\_ Resident \_\_\_ Non-Resident  
 Referring GA: \_\_\_\_\_ P+ Entry Date: \_\_\_\_\_

**AMERICAN ALTERNATIVE INSURANCE CORPORATION  
 APPLICATION FOR CONTRACT AND APPOINTMENT  
 PROFILE AND BACKGROUND INVESTIGATION AUTHORIZATION**

*(Print or Type All Information; Read, Sign, and Return All forms to Allied National. Electronic copies of this application submitted via facsimile, email, or other electronic means shall be deemed an original.)*

**PERSONAL INFORMATION**

Name \_\_\_\_\_ SSN \_\_\_\_\_  
 Date of Birth \_\_\_\_\_ National Producer Number \_\_\_\_\_  
 mm/dd/yyyy  
 Home Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Home Phone ( ) \_\_\_\_\_  
 (If less than 7 years, provide previous address)  
 Prior Home Address \_\_\_\_\_  
 Business Mailing Address \_\_\_\_\_  
 Business Phone ( ) \_\_\_\_\_ Fax # ( ) \_\_\_\_\_  
 Business Shipping Address \_\_\_\_\_

**AGENCY INFORMATION** (Complete **only** if commission is paid to the agency.)

Company Name: \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_  
 List Agency Insurance License Number(s) and States (**Attach copies**) \_\_\_\_\_

Agency Type:  Corporation  Partnership  LLC  LLP

Indicate other Principal parties in Company, list Officers of the Agency:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ SSN: \_\_\_\_\_  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_ SSN: \_\_\_\_\_  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_ SSN: \_\_\_\_\_

**FINANCIAL** (Attach additional information if necessary)

Have you or your company:

- Declared Bankruptcy?  Yes  No
- Been a defendant in a lawsuit?  Yes  No
- Had, or currently have, any outstanding and/or unsatisfied judgments or liens against you?  Yes  No
- Ever been involved in a business venture that failed?  Yes  No

If you have answered **Yes** to any of the above, attach a detailed explanation.

**LICENSING INFORMATION** (*All Agents must submit copies of all current Resident and Non- Resident Licenses*)

Type of License:  A & H or Sickness  Health  Disability  P&C  Producer  Agent  Broker  
 How long have you been in the A & H field? \_\_\_\_\_ Health Field? \_\_\_\_\_ Disability Field? \_\_\_\_\_  
 Are you in the insurance business full-time?  Yes  No If no, state other business \_\_\_\_\_  
 With which other companies are you presently appointed? \_\_\_\_\_



American Alternative Insurance Corporation

BACKGROUND INFORMATION

- Have you ever been investigated or fined by an Insurance Regulatory Authority?
Has your insurance license ever been suspended or revoked?
Have you ever been convicted of, pleaded guilty to, or entered a plea of "nolo contendere" (no contest) to a felony?
Have you ever been convicted of, pleaded guilty to, or entered a plea of "nolo contendere" (no contest) to an offense under 18 U.S.C. Section 1033?
Have you ever had a bond cancelled or declined?
Are you now the subject of any complaint, investigation, or proceeding that could result in a "Yes" answer to any of the above questions?

If you have answered "Yes" to any of the above questions, please attach a detailed explanation.

\*18 U.S.C. Section 1033 prohibits any individual who has been convicted on any criminal felony involving dishonesty or a breach of trust, or who has been convicted of an offense under Section 1033, from willfully engaging in the business of insurance, unless that person has the written consent of an insurance regulatory official authorized to regulate the insurer.

I hereby certify that the above information is true and correct.

DISCLOSURE AND AUTHORIZATION CONCERNING BACKGROUND REPORTS

This Disclosure and Authorization is provided to you in connection with your request for appointment as an agent or producer by American Alternative Insurance Corporation ("Company") in one or more states within the United States.

AUTHORIZATION: I am seeking appointment as an Agent of the Company as defined above. I have read the above Disclosure and Authorization, and by my signature below I consent to the release of Background Reports to the Company for the purpose of investigating and reviewing such proposed appointment and my status as an Agent.

I understand that I may revoke this Disclosure and Authorization at any time by delivering a written revocation to Company, and Company will, in that event, forward such revocation promptly to any CRA that either prepared or is preparing Background Reports under this Disclosure and Authorization.

A true copy of this Disclosure and Authorization shall be valid and have the same force and effect as the signed original.

Signature of Applicant Date

Printed Name of Applicant



American Alternative Insurance Corporation

## A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you – such as if you pay your bills on time or have filed bankruptcy – to creditors, employers, landlords, and other businesses. You can find the [complete text of the FCRA](#), 15 U.S.C. §§1681-1681u. The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you – such as denying an application for credit, insurance, or employment – must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs – to which it has provided the data – of any error.) The CRA must give you a written report of the investigation and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- **You can dispute inaccurate items with the source of the information.** If you tell anyone -- such as a creditor who reports to a CRA – that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA – usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.



**American Alternative Insurance Corporation**

- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.
- **You may have additional rights.** You may have additional rights under state law and you may wish to contact your local consumer protection agency or a state attorney general to learn of your potential rights.

The FCRA gives several different federal agencies authority to enforce the FCRA:

<b>FOR QUESTIONS OR CONCERNS REGARDING</b>	<b>PLEASE CONTACT</b>
CRAs, creditors and others not listed below	Federal Trade Commission Consumer Response Center- FCRA Washington, DC 20580 * 202-326-3761
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 * 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 * 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington D.C. 20552* 800- 842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 * 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 * 800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 * 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator-GIPSA Washington, DC 20250 * 202-720-7051



## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), entered into this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ (the "Effective Date"), by and between the Producer who signs this Agreement ("Business  
Year Associate") and American Alternative Insurance Corporation ("Covered Entity").  
Month

### BACKGROUND

WHEREAS, Allied National, Inc. has executed a Producer Commission Agreement with Business Associate.

WHEREAS, Allied National, Inc. has entered into an agreement with and acts as a third party administrator for Covered Entity.

WHEREAS, Covered Entity is subject to certain regulations as a result of its being a covered entity pursuant to the Health Insurance Portability and Accountability Act ("HIPAA"). The purpose of this Agreement is to ensure compliance by Covered Entity and Business Associate with respect to 45 CFR Parts 160 and 164 (or as they may be amended or redesignated), the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and Health Insurance Reform: Security Standards ("Security Rule"); and

WHEREAS, this Agreement establishes the terms and conditions under which Business Associate may use and/or disclose protected health information ("PHI") as that term is defined in the Privacy Rule. Business Associate will regularly receive and/or create PHI in the course of fulfilling its duties pursuant to the Producer Commission Agreement. The parties agree that all terms not defined herein shall be defined in accordance with the Privacy Rule and Security Rule; and

WHEREAS, all provisions of the Producer Commission Agreement which are not amended by this Agreement are ratified and confirmed by the parties and shall continue in full force and effect. All terms defined in the Producer Commission Agreement, but not defined in this Agreement shall have ascribed to them the same meanings as those set forth in this Agreement. In the event of a conflict between a specific term of this Agreement and the Producer Commission Agreement, the term of this Agreement shall control.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound, the parties agree to the following:

1. INCORPORATION OF BACKGROUND. The background provisions set forth above (including without limitation, any defined terms set forth therein) are hereby incorporated by reference and made a part hereof.
2. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE.

2.1. General Uses and Disclosures. Business Associate may use or disclose PHI in order to perform the functions and activities delineated in the Producer Commission Agreement, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if performed by Covered Entity.

2.2. Specific Uses and Disclosures.

2.2.1. Data Aggregation Services. If required and/or permitted under the Producer Commission Agreement, Business Associate may use PHI made available to it from Covered Entity with the PHI received by it as a Business Associate from another entity for data analyses related to the respective operations of Covered Entity and another covered entity.

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2.2.2. Management and Administrative Uses. If required and/or permitted under the Producer Commission Agreement, Business Associate may use the PHI it receives from Covered Entity for the proper management and administration of Business Associate, or to carry out the legal responsibilities of Business Associate.

2.2.3. Management and Administrative Disclosures. If required and/or permitted under the Producer Commission Agreement, Business Associate may disclose the PHI it receives from Covered Entity for the proper management and administration of Business Associate, provided that (a) the disclosure is Required by Law; or (b) Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purpose 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.

3. OBLIGATIONS OF BUSINESS ASSOCIATE. With respect to its use and/or disclosure of PHI, Business Associate shall:

3.1. not further use or disclose PHI other than as permitted by this Agreement or as otherwise Required by Law;

3.2. use appropriate safeguards to prevent use or disclosure of PHI other than provided in this Agreement;

3.3. 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 this Agreement;

3.4. report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, within ten (10) days of Business Associate's discovery of the unauthorized use and/or disclosure;

3.5. require that if Business Associate uses any agents, representatives or subcontractors pursuant to its obligations under this Agreement and/or the Producer Commission Agreement, that each of these entities agree to the same restrictions and conditions that apply to Business Associate with respect to PHI received from, or created or received by Business Associate on behalf of Covered Entity;

3.6. provide access, in a reasonable time and manner agreed to and at the request of Covered Entity, to an individual to inspect and copy their own PHI held by Business Associate if such information is maintained in a Designated Record Set, by Business Associate;

3.7. amend an individual's PHI that Covered Entity directs or agrees to and notifies Business Associate accordingly, whether at the request of Covered Entity or the individual, in a reasonable time and manner agreed to by Covered Entity if such PHI is held by Business Associate in a Designated Record Set;

3.8. document such disclosures of PHI 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 the disclosures of their PHI in accordance with the Privacy Rule; and

3.9. 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 by Business Associate on behalf of, Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary of the Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Rule.

3.10. With regard to the Security Rule, Business Associate shall:

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3.10.1. implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule;

3.10.2. ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it;

3.10.3. report to Covered Entity any security incident of which it becomes aware; and

3.10.4. authorize termination of this Agreement and the Producer Commission Agreement pursuant to Section 7.2 if Covered Entity determines that Business Associate has violated a material term of this Agreement.

4. OBLIGATIONS OF COVERED ENTITY.

4.1. Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices to the extent such limitation may affect Business Associates' use or disclosure of PHI.

4.2. Covered Entity shall notify Business Associate, in a timely manner, in writing, of any restrictions requested by an individual which are agreed to by Covered Entity to the extent such changes affect Business Associate's permitted or required uses and disclosures of such individual's PHI.

4.3. Covered Entity shall notify Business Associate, in a timely manner, in writing, of any changes in, or revocation of, permission by an individual to use or disclose the individual's PHI, to the extent such changes affect Business Associate's permitted or required uses and disclosures of such individual's PHI.

5. MUTUAL REPRESENTATION AND WARRANTY. Covered Entity and Business Associate represent and warrant to the other that the members of its workforce and any other individuals or entities whose services are used to fulfill the obligations of this Agreement will be informed of the terms of this Agreement, and that such individuals or entities are legally obligated to comply with all provisions of this Agreement.

6. TERM. This Agreement shall remain in effect from 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 which are satisfactory in the sole judgment of Covered Entity.

7. AUTOMATIC TERMINATION AND TERMINATION FOR CAUSE.

7.1. This Agreement shall automatically terminate without any further action of Covered Entity and Business Associate upon the termination or expiration of the Producer Commission Agreement. In such event, the provisions of Section 7.3 shall apply.

7.2. In the event that Covered Entity determines that Business Associate has materially breached this Agreement, Covered Entity may immediately terminate this Agreement and the Producer Commission Agreement and the provisions of Section 7.3 shall apply.

7.3. Effect of Termination.

7.3.1. Upon termination of this Agreement, Business Associate shall within ten (10) days return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of PHI. This provision shall apply to PHI that is in the possession of all agents, representatives and subcontractors of Business Associate.

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7.3.2. In the event that Business Associate determines that returning or destroying PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction 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.

8. SURVIVAL. The respective obligations and rights of Business Associate under Section 7.3 shall survive the termination of this Agreement.

9. WAIVER. The failure of Covered Entity to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter, nor shall a waiver of any right hereunder at any given time be deemed a waiver thereof for any other time.

10. AMENDMENT. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the Privacy Rule and the Security Rule.

11. INTERPRETATION. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the date first written above.

**Business Associate:**

**Agency Name:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Signature)

**Name:** \_\_\_\_\_  
(Print Legibly or Type)

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

**Date:** \_\_\_\_\_

**American Alternative Insurance Corporation:**

**By:** Barbara C. Goryca  
(Signature)

**Name:** Barbara C. Goryca  
(Print Legibly or Type)

**Title:** Assistant Vice President

**Date:** \_\_\_\_\_