



### PSM Contracting Checklist:

- ✓ Complete Contract Signature Pages
- ✓ Copy of Voided Check for Direct Deposit
- ✓ Copy of Insurance License (s)

### Contract Submission:

**By Fax: (512) 233-0761**

**By Email: [licensing@psmbrokerage.com](mailto:licensing@psmbrokerage.com)**

**By Mail: Precision Senior Marketing**

PO Box 203008

Austin, TX 78720-3008

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**Questions? Call (800) 998-7715**



## Agent Marketing Agreement

This Agent Marketing Agreement ("Agreement") by and between Renaissance Life & Health Insurance Company of America, an Indiana corporation, and Renaissance Health Insurance Company of New York, a New York corporation (together, "Renaissance") and \_\_\_\_\_ ("Agent") is effective on \_\_\_\_\_ ("Effective Date").

WHEREAS, Renaissance provides various health care benefits to individuals under Renaissance insurance policies ("Products"); and,  
WHEREAS, Agent is fully licensed as a health insurance agency and/or agent ("Health Care Benefit Insurance Agent") to market, promote and sell various types of health care benefit plans as approved and designated by applicable state insurance departments; and,  
WHEREAS, Renaissance desires Agent to present proposals, solicit and sell Renaissance Individual Products and to facilitate the implementation, maintenance and successful retention of said Products within a defined geographic region.  
THEREFORE, based upon their mutual promises contained herein, the parties agree as follows:

### SECTION 1: Appointment

Renaissance appoints Agent as its nonexclusive Health Care Benefit Insurance Agent, and Agent accepts this appointment. Agent understands and agrees that this appointment shall be as an independent contractor to Renaissance and not as an employee, partner, joint venture, or in any other capacity. Renaissance acknowledges that agencies have the option of assigning specific agents to clients who purchase health care benefit plans from Renaissance, provided, however, that the client has not specifically designated a particular agent within the agency as its designated agent with respect to such client, e.g. "Agent of Record."

### SECTION 2: Notices

2.1 Any notice required or permitted under this Agreement shall be provided in writing to the other party, by hand, via facsimile, via electronic mail, via certified mail, return receipt requested, postage prepaid, or via registered mail.

2.2 Notices to Renaissance shall be sent to:

Renaissance Sales & Support Center  
Attn: Agent Relations  
225 S. East Street, Suite 358  
Indianapolis, IN 46202

2.3. Notices to Agent shall be sent to:

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

2.4. Notices shall be addressed as set forth above and shall be deemed delivered (1) on the date of delivery when delivered by hand, (2) on the date of transmission when sent by facsimile or electronic mail transmission during normal business hours, with written confirmation of receipt of facsimile transmissions, (3) one day after dispatch when sent by overnight courier maintaining records of receipt, or (4) three days after dispatch when sent by certified mail, postage prepaid, return-receipt requested.

2.5 Reporting: The IRS requires that income paid to Agent be reported under Agency's or Agent's correct name and Taxpayer Identification Number (TIN) or Social Security number. A Form W-9 Request for Taxpayer Identification Number and Certification must be completed, signed, and returned to Renaissance prior to processing any payments.

## SECTION 3: Sales Territory

Agent's nonexclusive sales territory shall be the State(s) of \_\_\_\_\_.

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## SECTION 4: Duties

- 4.1 Agent shall, within Agent's sales territory, use commercially reasonable efforts to solicit applications, enroll and service clients; collect initial premiums, service fees and other charges; deliver contract documents; assist Renaissance customers and covered individuals; avoid conflicts of interest; and generally cooperate with and advance the interests of Renaissance with its customers. However, Renaissance may, at its option, be responsible for enrolling and servicing any client and Agent agrees to abide by the elected option of Renaissance. In either event, Agent agrees to render satisfactory service as directed by Renaissance.
- 4.2 Renaissance shall furnish Agent manuals, forms, records, marketing support, promotional material, underwriting, actuarial services, formal proposals, billing documents and any other materials or supplies that Renaissance deems appropriate. All materials furnished by Renaissance shall remain its property. Agent shall not use or generate any materials in marketing Renaissance's Products that have not been supplied in original form, created and approved by Renaissance.
- 4.3 All expenses incurred by Agent in its performance of this Agreement shall be borne exclusively by Agent and not by Renaissance, except as is provided in Section 7.2 and as is otherwise specifically agreed to in writing by Renaissance.
- 4.4 Renaissance will advertise and provide promotional materials to Agent in its discretion. Agent will not use any advertisements referring to Renaissance without Renaissance's specific prior approval in writing.
- 4.5 Renaissance has the exclusive right to prescribe all contracts, forms and provisions; premiums, service fees, and any other charges for coverage; and to prescribe the rules governing the binding, acceptance, renewal, rejection, or cancellation of coverage. Agent shall have no authority to bind coverage and Renaissance, in its sole discretion, must approve all enrollment decisions before coverage becomes effective.
- 4.6 Agent shall not represent itself as having any powers except those specified in this Agreement. Without limiting the foregoing, Agent shall not have authority to extend the time of payment of any service fee; to alter, waive, or forfeit any of Renaissance's contractual rights, requirements, or conditions; or otherwise obligate Renaissance in any way except as stated in this Agreement or otherwise specifically authorized in writing by Renaissance.
- 4.7 Agent shall maintain general liability insurance coverage in adequate and reasonable amounts as determined by applicable state requirements and/or the size of Agent's business, to provide coverage for any loss arising as the result of any actual or implied negligence on the part of Agent, including Agent's officers, directors, partners, agents, or employees, in performing its duties under this Agreement. Agent shall deliver to Renaissance evidence of the existence of such policies at such times as may be reasonably requested by Renaissance. Further, Agent shall provide thirty (30) days written notice to Renaissance prior to the lapse of said policies.

## SECTION 5: Compensation

Agent shall be compensated for each Product sold in accordance with the commission or fee schedule set forth in the applicable Individual Product Addendum.

## SECTION 6: Term and Termination

- 6.1 Subject to Sections 6.2, 7.1, 7.3, and 8.2.B of this Agreement, this Agreement shall be continuous from the Effective Date shown on page 1; however, in the event Agent is not actively marketing and selling Renaissance Products nor has any active business placed with Renaissance, this Agreement may be terminated, and, where applicable, Renaissance's appointment of Agent shall not be renewed.
- 6.2 Either party may terminate this Agreement by giving written notice of at least thirty days to the other party.
- 6.3 Upon expiration or termination of this Agreement, Agent will not act or represent itself in any way as a Health Care Benefit Insurance Agent or representative of Renaissance.
- 6.4 Within ten days of the expiration or termination of this Agreement, Agent will return to Renaissance all property belonging to Renaissance, including, but not limited to, all customer lists and other records of Renaissance business, as well as all Renaissance confidential information.

## SECTION 7: Representations, Appointments and Indemnifications

- 7.1 Agent represents that it is currently fully licensed in the state(s) or jurisdiction(s) in which it wishes to represent Renaissance as a Health Care Benefit Insurance Agent. Agent shall provide Renaissance proof that said license(s) is active by submitting a copy of current license(s) to Renaissance at the time of application, and thereafter at the request of Renaissance. In the event Agent fails to submit such proof of licensure, Renaissance may immediately terminate this Agreement.
- 7.2 Before the effective date shown above or within the time period provided by applicable state law, Renaissance shall file an authorization for Agent to act as a Health Care Benefit Insurance Agent with the state(s) or jurisdiction(s) in which the Agent shall market, promote, or sell Renaissance Products. Renaissance may pay required appointment fees for Agent at Renaissance's sole option, or may charge said fees to Agent.
- 7.3 Renaissance may terminate this Agreement immediately and without prior notice if Agent fails to maintain licensure as a Health Care Benefit Insurance Agent or if Agent violates any insurance or other law or regulation applicable to it as an insurance agency, insurance agent or Health Care Benefit Insurance Agent. Agent may market and sell Products only in those states or jurisdictions in which it is licensed to do so and in which Renaissance has appointed Agent to do so, and as indicated in Section 3 of this Agreement.
- 7.4 Agent shall indemnify, defend and hold harmless Renaissance, its board of directors, officers, members, agents, employees, contractors, and personnel from and against any and all claims, demands, suits, actions, losses, expenses, costs (including reasonable attorney fees), obligations, damages, deficiencies, causes of action, and liabilities (collectively, "Claims") incurred by Renaissance as a result of, or that are proximately caused by, (1) any breach of the duties and obligations of Agent under this Agreement, including, without limitation, any negligence, intentional acts, errors or omissions by Agent, its employees, subcontractors or agents, and (2) any act or conduct of Agent, its employees, subcontractors or agents, adjudged to constitute fraud, misrepresentation, or violation of any law, including, without limitation, violation of any statute or regulation applicable to Agent pursuant to this Agreement. Renaissance shall provide prompt written notice of relevant information and reasonable assistance (at the expense of Agent) as may reasonably be requested by Agent in connection with the defense of any Claim. Notwithstanding the foregoing: (i) Agent shall not settle any such Claim without the consent of Renaissance, which consent shall not be unreasonably withheld, and (ii) the indemnification obligations of Agent hereunder shall not extend to Claims attributable solely to the negligence of Renaissance. Renaissance shall reciprocate this provision to the Agent.

## SECTION 8: Business Associate Provisions

### 8.1 Definitions

- A. "Business Associate" shall have the same meaning as the term "business associate" as defined in 45 CFR 160.103. For purposes of this Agreement, Agent shall be the Business Associate.
- B. "CFR" is the Code of Federal Regulations.
- C. "Covered Entity" shall have the same meaning as the term "covered entity" as defined in 45 CFR 160.103. For purposes of this Agreement, Renaissance shall be the Covered Entity.
- D. "Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "electronic protected health information," as defined in 45 CFR 160.103, limited to the electronic protected health information that is created, received, maintained, or transmitted to or on behalf of Covered Entity.
- E. "HIPAA" is the Health Insurance Portability and Accountability Act of 1996.
- F. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, found in the American Recovery and Reinvestment Act of 2009 at Division A, title XIII and Division B, Title IV.
- G. "Individual" shall have the same meaning as the term "individual" as defined in 45 CFR 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- H. "Minimum Necessary" shall have the meaning set forth in the Health Information Technology for Economic and Clinical Health Act, § 13405(b).
- I. "Privacy Rule" means the "Standards for Privacy of Individually Identifiable Health Information" as found in 45 CFR parts 160 and 164, as promulgated pursuant to HIPAA.
- J. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" as defined in 45 CFR 160.103, limited to the information created, received or accessed by Business Associate from or on behalf of Covered Entity.
- K. "Required By Law" shall have the same meaning as the term "required by law" as defined in 45 CFR 164.103.
- L. "Secretary" shall mean the Secretary of the U. S. Department of Health and Human Services, or his designee.

- M. "Security Incident" has the meaning in 45 CFR § 164.304, which is the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations.
- N. "Security Rule" means the "Standards for the Security of Electronic Protected Health Information" as found in 45 CFR parts 160, 162 and 164, as promulgated pursuant to HIPAA.
- O. "Unsecured PHI" shall have the same meaning as the term 'unsecured protected health information' as defined in Section 13402 of the HITECH Act.

## 8.2 Agreements

- A. Obligations of Business Associate. In performing its duties and obligations under the Agreement, Business Associate agrees as follows:
  - 1. Application of Security Rule and Privacy Rule to Business Associate. The administrative, physical and technical safeguards set forth in the HIPAA Security Rule at 45 CFR 164.308, 164.310, 164.312, and 164.316, shall apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Subtitle D of the HITECH Act (Sections 13400 through 13411) that relate to privacy or security and that are made applicable with respect to covered entities shall also be applicable to Business Associate and are hereby incorporated into this Agreement.
  - 2. Disclosure. Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement or as required by law. Business Associate may use and disclose PHI that Business Associate obtains or creates only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR 164.504(e).
  - 3. Notification of Unauthorized Access, Use or Disclosure of Unsecured PHI. Business Associate shall notify Covered Entity in writing of any unauthorized access, use or disclosure of unsecured PHI as soon as reasonably possible but no later than five (5) days following the date of discovery. Such notice shall include:
    - (a) a brief description of what happened, including the date of the breach and the date of the discovery,
    - (b) the name(s) of the individual(s) whose PHI was used or disclosed,
    - (c) the identity(ies) of the entity(ies)/person(s) to whom the use or disclosure was made,
    - (d) description of the types of unsecured PHI that were disclosed,
    - (e) the steps taken by Business Associate to discontinue and minimize the impact of any inappropriate use or disclosure.
  - 4. Other Law. Subject to Section 8.2.A.2 of this Agreement, Business Associate shall not use or further disclose PHI in a manner that would be impermissible if used or disclosed by Covered Entity or in a manner that would violate the Privacy Rule or other applicable federal or state law or regulations.
  - 5. Minimum Necessary Standards. For any disclosure or use of PHI, Business Associate shall determine and use the minimum necessary information to accomplish the intended purpose of the use or disclosure.
  - 6. Security. Business Associate agrees to (a) implement safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity and, upon request of Covered Entity from time to time, Business Associate shall promptly provide Covered Entity with information regarding such safeguards, (b) ensure that any agent, including subcontractors, to whom Business Associate provides PHI agrees to implement reasonable and appropriate safeguards to protect it, and (c) report to Covered Entity any violation of the Security Rule of which it becomes aware.
  - 7. Reporting Uses and Disclosures. Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware. Notice of such use or disclosure shall be provided to Covered Entity in writing as soon as possible, but in no event later than five (5) business days from the date on which Business Associate discovers said use or disclosure. The written notice to Covered Entity shall include the same information in notices sent under Section 8.2.A.3 of this Agreement.
  - 8. Mitigation of Unauthorized Access, Use or Disclosure of Unsecured PHI. Business Associate agrees that, to the extent practicable, it shall mitigate any harmful effect resulting from any unauthorized acquisition, use or disclosure of unsecured PHI caused by Business Associate's violation of the requirements of this Agreement or its failure to properly secure PHI in accordance with the April 17, 2009 guidelines published by the Department of Health and Human Services.
  - 9. Reporting Security Incidents. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware, in the following time and manner:
    - (a) Any actual, successful Security Incident will be reported to Covered Entity in writing, within five (5) business days of the date on which Business Associate becomes aware of such Security Incident.
    - (b) Any attempted, unsuccessful Security Incident of which Business Associate becomes aware will be reported to Covered Entity in writing, on a reasonable basis, at the written request of Covered Entity. If the Security Rule is amended to remove the

requirement to report unsuccessful attempts at unauthorized access, this subsection shall no longer apply as of the effective date of the amendment of the Security Rule.

10. Agents, Contractors and Subcontractors. Business Associate shall ensure that any agents, contractors or subcontractors to whom it provides PHI received from Covered Entity, or PHI that is created or received by Business Associate on behalf of Covered Entity, agree to the same restrictions and conditions applicable to Business Associate as set forth herein with respect to PHI. Business Associate agrees to enter into a written contract with such agents, contractors or subcontractors to ensure that such contractors, subcontractors or agents abide by the same restrictions and conditions that apply to the party when acting as a Business Associate with regard to PHI. Business Associate shall provide a copy of such contracts to Covered Entity upon request.
11. Requests for Information or Access. Business Associate shall notify Covered Entity in writing within five (5) business days of any requests from individuals seeking access to or copies of PHI maintained by Business Associate for or on behalf of Covered Entity, and respond to such requests when and as directed by Covered Entity.
12. Books and Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary and to Covered Entity for purposes of determining its compliance with HIPAA, the Privacy Rule, the Security Rule, and other applicable federal and/or state law or regulation. Business Associate shall notify Covered Entity immediately of any such requests and shall provide Covered Entity with a copy of the request and any documents or information provided in response to such requests.
13. Requests to Amend. Business Associate shall notify Covered Entity in writing within five (5) business days of the receipt of any requests from individuals seeking to amend PHI maintained by Business Associate for or on behalf of Covered Entity, and respond to such requests when and as directed by Covered Entity. Additionally, when and as notified by Covered Entity, Business Associate shall incorporate any amendments, corrections and/or other documents or information to PHI maintained by Business Associate and shall notify its agents, contractors and subcontractors who receive PHI of any such amendments, corrections and/or other documents or information.
14. Disclosures. Business Associate agrees to document disclosures of Protected Health Information, and information related to such disclosures, as would be required for Health Plan Sponsor to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 and any additional regulations promulgated by the Secretary pursuant to HITECH Act § 13405(c). Business Associate agrees to implement an appropriate record keeping process that will track, at a minimum, the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure.
15. Accountings. Business Associate shall notify the Covered Entity in writing within five (5) business days of any requests made by an individual directly to Business Associate for an accounting of disclosures of PHI. If the request was made as a result of Covered Entity providing the individual with a list of business associates acting on behalf of Covered Entity under Section 13405 of the HITECH Act, Business Associate shall provide such accounting directly to the individual and shall provide Covered Entity with a copy of any such accounting in writing within five (5) business days of receiving the request. Business Associate shall respond to all other requests for an accounting when and as directed by Covered Entity. Additionally, when and as directed by Covered Entity, Business Associate shall provide for an accounting of any and all disclosures of PHI made by or on behalf of Business Associate during the six years prior to the date of the request. The accounting obligations of Business Associate hereunder shall not apply to (a) disclosures made for purposes of treatment, payment, or health care operations (as defined in the Privacy Rule), (b) disclosures made to the individual who is requesting the accounting, (c) disclosures made prior to April 14, 2003, (d) disclosures made to law enforcement officers, correctional institutions, or for national security purposes, (e) disclosures incidental to a use or disclosure otherwise permitted or required by the Privacy Rule, as provided for in 45 CFR 164.502, (f) disclosures made pursuant to an authorization as provided in 45 CFR 164.508, (g) disclosures made as part of a limited data set in accordance with 45 CFR 164.514(e).
16. Permissible Uses and Disclosures of PHI by Business Associate. Subject to the foregoing provisions and in addition to the use and disclosure by Business Associate of PHI authorized elsewhere herein, Business Associate may use and disclose PHI for the following additional purposes if applicable:
  - (a) as necessary for data aggregation purposes relating to the health care operations of Covered Entity, but only as separately authorized by Covered Entity in writing,
  - (b) for the proper internal management and administration of Business Associate, but only in connection with the direct performance by Business Associate (through its employees) of services for Covered Entity to the Agreement, and
  - (c) to carry out the legal responsibilities of Business Associate.

For purposes of (b) and (c) above, Business Associate may use or disclose PHI to third parties only if the disclosure is required by law, 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 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.

17. Prohibition against Sale or Marketing of PHI. Except as otherwise provided in Section 13405 of the HITECH Act, Business Associate shall not (a) directly or indirectly receive remuneration in exchange for any PHI of an individual; or (b) use or disclose PHI for any purpose related directly or indirectly to any marketing or marketing communication.
18. Discovery requests. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of Protected Health Information, Business Associate will respond as permitted by 45 CFR § 164.512(e) and (f) following consultation with Health Plan Sponsor. Business Associate shall notify Health Plan Sponsor of the request as soon as reasonably practicable, but in any event within two (2) business days of receipt of such request.
- B. Violation of Business Associate Agreement Standards and Termination. If either party knows or discovers a pattern of activity or practice of the other party that constitutes a material breach of the other party's obligations under this Agreement or under applicable federal standards, the discovering party agrees to immediately notify the other party in writing as to the nature and extent of such breach, and shall provide the other party a reasonable amount of time to cure such breach. A reasonable amount of time shall depend on the nature and extent of the breach, shall be clearly stated in the notice, but in no case shall the period for cure be less than five (5) business days. Notwithstanding the foregoing, should the discovering party determine that the breach is incurable, or that the other party has repeatedly engaged in such impermissible use or disclosure despite prior notice, the discovering party must terminate this Agreement, if feasible, upon written notice to the breaching party, without damages or liability thereto; or, if termination is not feasible, report the problem to the Secretary.
- C. Return of PHI upon Termination. At termination of the Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created by or received by Business Associate on behalf of Covered Entity, that Business Associate maintains in any form such that it shall retain no copies of such PHI. Upon request of Covered Entity, Business Associate shall provide a written certification of the return and/or destruction of PHI. If the parties concur that the return or destruction of such PHI by Business Associate is not feasible, then Business Associate shall continue to extend the protections required hereunder to the PHI for as long as it maintains the PHI. Further, Business Associate shall limit any further use or disclosure of the PHI to those purposes that make its return or destruction unfeasible. This provision shall survive the termination of this Agreement.
- D. Security. The parties shall work together in good faith to cooperate with each other's current and future security policies and procedures to ensure the integrity, confidentiality and availability of PHI in a manner that complies with HIPAA and the Security Rule, as amended from time to time.
- E. Electronic Transactions and Code Sets. To the extent that the services performed by Business Associate pursuant to the Agreement involve transactions that are subject to the regulations governing electronic transactions and code sets issued pursuant to HIPAA, Business Associate shall conduct such transactions in conformance with such regulations, as amended from time to time.
- F. Record Keeping. Business Associate agrees to implement an appropriate record keeping process to enable it to comply with the HIPAA requirements applicable to it under this Agreement and the Privacy and Security Rules.
- G. Confidential and Proprietary Information. Business Associate may receive, create, or have access to confidential and/or proprietary information of Covered Entity concerning its business affairs, property, operations, computer systems, dentists and providers, and strategies. Business Associate agrees to hold such confidential and/or proprietary information in strict confidence, to maintain and safeguard the confidentiality of such information, and to use such information solely to perform services or provide goods to Covered Entity as required by this Agreement.
- H. Amendment. Except as otherwise provided in this Section 8.2.H, this Agreement may be amended, modified, or supplemented only by a written instrument executed by the parties. Upon enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the state or the United States relating to any such law, or the publication of any interpretative policy or opinion of any government agency charged with the enforcement of any such law or regulation, Covered Entity may amend the Agreement in such manner as it determines necessary to comply with such law or regulation, and Business Associate agrees to be bound by such amendment unless within thirty (30) days of its receipt of notice of such amendment, it notifies Covered Entity that it rejects such amendment. Upon receipt of such notice of rejection, Covered Entity may terminate the Agreement immediately upon written notice.
- I. Waiver. No action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action in compliance with any representations, warranties, covenants, or agreements contained herein. The waiver by a party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
- J. Binding Effect. Except as otherwise provided herein, the terms and conditions of Section 8 of this Agreement shall remain in full force and effect, including following termination of the Agreement.
- K. Reimbursement of Costs. Business Associate shall reimburse Covered Entity for any and all costs and expenses, whether direct or indirect, incurred by Covered Entity in providing any notice required by law or regulation as a result of any unauthorized acquisition, use or disclosure of unsecured PHI caused by Business Associate's breach of the terms of this Agreement or its failure to secure PHI in accordance with the April 17, 2009 guidelines published by the Department of Health and Human Services.

- L. Injunction. The parties acknowledge and agree that in the event of a breach or threatened breach by Business Associate of its duties and obligations hereunder, Covered Entity shall be irreparably and substantially harmed, and remedies at law will not be an adequate remedy for such breach. Accordingly, in such event, the harmed party shall be entitled to immediate injunctive relief against such breach or a threatened breach. Such rights to injunctive relief shall be in addition to, and not in limitation of, any other legal and equitable relief available to the harmed party under applicable law.
- M. Statutory and Regulatory References. A reference in this Agreement to a section of any statute or regulation means the section as currently in effect or amended, and with which compliance is required.

## **SECTION 9: Miscellaneous**

- 9.1 Assignment. Agent shall not in any way sell, assign, transfer or otherwise convey any of its rights or delegate any of its duties under this Agreement without the prior written consent of Renaissance.
- 9.2 Successors. This Agreement will be binding upon and will inure to the benefit of the parties to this Agreement and their respective permitted successors and assigns, subject to the transfer restrictions and expiration or termination provisions set forth above.
- 9.3 Entire Agreement. This Agreement, together with any Addendums attached hereto, shall supersede all prior written and/or verbal agreements and representations and shall constitute the sole and entire agreement between Renaissance and Agent. No change, alteration, or modification of the terms of this Agreement may be made except by agreement in writing signed by an authorized representative of Renaissance.
- 9.4 Arbitration. Renaissance and Agent agree that any controversy arising out of or related to this Agreement, or to the alleged breach of this Agreement, shall be settled by arbitration in accordance with the commercial rules then pertaining of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- 9.5 Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Michigan, and shall be interpreted in accordance with the laws of the State of Michigan, without regard to principles of conflicts of laws. Any cause of action that may arise with regard to this Agreement shall have venue in the State of Michigan.
- 9.6 Waiver. Failure by Renaissance to insist upon compliance with any provision of this Agreement at any time or under any set of circumstances shall not operate to waive or modify the provision or in any manner render it unenforceable as to any other time or as to any other occurrence, whether the circumstances are or are not the same, and no waiver of any terms or conditions of this Agreement shall be valid or of any force or effect unless contained in a written memorandum specifically expressing such waiver and signed by a person duly authorized by Renaissance to sign such waiver.
- 9.7 Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors and permitted assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- 9.8 Excuse of Non-Performance. Neither Renaissance nor Agent will have breached this Agreement if it is prevented from performing any of its obligations for any reason beyond its control, including, without limitation, acts of God, acts of war or terrorism, acts of public enemy, flood, storm, strikes, or regulatory agencies.
- 9.9 Severability. The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.
- 9.10 Disclosures to Other Countries. Agent shall not disclose any information whatsoever obtained pursuant to this Agreement to any third party outside of the United States without the specific prior written consent of Renaissance.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

By signing this document as evidenced below, Agent hereby acknowledges that Renaissance may conduct a criminal and/or civil investigation into the background of the Agent, if Renaissance desires to do so, without prior notice to the individual and without liability whatsoever on the part of Renaissance. Agent acknowledges that signing this document gives no authority for Agent to act on behalf of Renaissance prior to formal written notice from Renaissance of approval of this application.

Agent

By: \_\_\_\_\_

Print: \_\_\_\_\_

Renaissance Life & Health Insurance Company of America

Renaissance Health Insurance Company of New York

By: \_\_\_\_\_

Print: \_\_\_\_\_



## Individual Product Addendum

This Individual Product Addendum and Agent Enrollment Fee Schedule ("Individual Addendum") is effective on \_\_\_\_\_ between Renaissance and Agent.

Please Note: Individual Products sold in the state of New York are underwritten by Renaissance Health Insurance Company of New York. Individual Products sold in all other states and the District of Columbia are underwritten by Renaissance Life & Health Insurance Company of America.

The parties hereto agree that all provision of the Agent Marketing Agreement between the parties shall have full force and effect, and shall apply for purposes of this Individual Addendum, and the parties further agree as follows:

### SECTION 1: Marketing and Enrollment

- 1.1 Marketing. Agent shall use Agent's best efforts, which at all times shall be commercially reasonable, to promote Renaissance's individual products ("Individual Products") to individuals within its Sales Territory ("Individuals") as set forth in the Agent Marketing Agreement. Agent shall be responsible for promoting the correct Individual Product and applicable rate structure to the correct subset of Individuals, depending upon Individual age and rating category, as instructed by Renaissance. Agent recognizes that it is prohibited by applicable state law from marketing the Individual Products in states that are not within its Sales Territory and in which Agent is not duly licensed and appointed, and accordingly may be subject to sanctions and/or other remedies by those states.
  - 1.2 Initial Enrollment. Agent shall provide information to Individuals so that they may enroll directly or shall assist with enrollment of Individuals in the Individual Products via the designated Renaissance Web portal, as instructed by Renaissance, for the collection of billing information, and to ensure acceptance into enrollment is full and complete.
  - 1.3 Customer Service and Eligibility. Renaissance, itself or through any of its affiliates, will handle all customer service inquiries from Individuals after the initial enrollment. Renaissance will maintain, on a continuing basis, all eligibility records, and rate change notifications. Agent shall transfer these types of phone calls to the Individual Product Unit (IPU) of Renaissance.
- onto its website for individuals to enroll on this enrollment platform. Agent content (including, but not limited to, ownership of all copyrights and other intellectual property rights therein) and Agent marks, including any and all goodwill associated therewith, shall remain the property of Agent, subject to the limited permission granted to Renaissance for the co-branding. Any other use of the Agent marks by Renaissance shall require written consent of Agent. Renaissance shall retain all right, title, and interest in the Renaissance content and Renaissance marks, including any and all goodwill associated therewith, subject to the limited permission granted to Agent for the co-branding. Any other use of the Renaissance marks by Agent shall require written consent of Renaissance.

### SECTION 2: Trademarks and Warranties

- 2.1 Ownership Interests. Agent represents and warrants that the use of Agent's content on any materials or electronic media or on a co-branded enrollment platform will not violate or infringe any copyright, trademark, patent, or proprietary right of any other party. Agent shall retain all right, title, and interest in Agent's name and website; however, Agent will place a link to the designated Renaissance Web portal page, as instructed by Renaissance,

- 2.2 LIMITATION OF WARRANTIES. ALL CONTENT AND SERVICES TO BE FURNISHED BY THE PARTIES, INCLUDING, WITHOUT LIMITATION, THE CO-BRANDED ENROLLMENT PLATFORM, ARE PROVIDED ON AN 'AS IS' BASIS. EACH PARTY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 2.3 LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE, OR INABILITY TO USE THE WEB PORTAL PAGE, WHETHER ARISING IN CONTRACT OR IN TORT, OR RESULTING FROM THE FAULT OR NEGLIGENCE OF SUCH PARTY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### SECTION 3: Enrollment Fees

- 3.1 Enrollment Fee. For new Individual Products sold with eligibility effective dates on or after the Effective Date of

this Individual Addendum, Agent will receive enrollment fees as set forth in Schedule 1 to this Individual Addendum ("Enrollment Fees"). Enrollment Fees for the first year of enrollment ("Year One") will be paid to Agent on at least a quarterly basis, in the payment period following the initial enrollment date. If Individual does not stay enrolled in the Individual Product for twelve (12) consecutive months after enrollment, Renaissance will deduct the Enrollment Fee paid to Agent for Year One from the next quarterly payment. Enrollment Fees will not be paid from billed premiums charged to Individuals. If Individual renews an Individual Product in any of the next three years after the initial enrollment year ("Years Two, Three, and Four"), Agent will receive a subsequent enrollment fee from Renaissance as set forth in the applicable Enrollment Fee Schedule, for each such enrollment year. Enrollment Fees for Years Two, Three, and Four will be paid to Agent in the quarter following completion of the applicable twelve month renewal period. If Individual does not stay enrolled continuously in an Individual Product, but discontinues

Individual's enrollment and later re-enrolls in the Individual Product independently of Agent at a later period, Agent will not receive any Enrollment Fees from Renaissance. Upon termination of this Agreement for any reason or for no reason, Renaissance shall determine the amount of any Enrollment Fees then due and owing to Agent, including for any applications submitted prior to the termination date, and shall make payment of that compensation in the quarter following the next regularly scheduled payment date. Thereafter, all obligations of Renaissance to pay any Enrollment Fees to Agent shall cease.

- 3.2 Accounting. In connection with the Enrollment Fees paid to Agent, each of your upline agents or agencies shall be provided with a written statement detailing the number of enrolled Individuals during the preceding payment period, and indicating whether Agent is receiving Enrollment Fees for those Individuals. Renaissance shall have the right to reconcile Enrollment Fees paid each payment period and adjust for changes in enrolled Individuals.

IN WITNESS WHEREOF, the parties have caused this Individual Addendum to be effective as of the date first set forth above.

Agent

By: \_\_\_\_\_

Print: \_\_\_\_\_

Renaissance Life & Health Insurance Company of America  
Renaissance Health Insurance Company of New York

By: \_\_\_\_\_

Print: \_\_\_\_\_

Schedule A to Individual Product  
Addendum

**Enrollment Fees**

**[Insert]**



# Agent Appointment Application

For Home Office Use

Copy of Insurance License(s)

IRS Form W-9

Agent Agreement

General Agent \_\_\_\_\_

Please print clearly  
**Agent Information**

Full Name \_\_\_\_\_  
Last First Middle

Social Security Number \_\_\_\_\_ D.O.B. \_\_\_\_\_ Gender  M  F

Home Street Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Business Street Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Email Address \_\_\_\_\_

## Appointment and Commission Payment

Please indicate the appointment being requested and attach a copy of your current insurance license (attach additional pages if necessary)

State	Resident	Non-Resident	License #	License Type
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

Please indicate your assignment of commissions and submit a Form W-9 Request for Taxpayer Identification Number and Certification.

Commission Payable to:  Agent *or*  Agency, please complete below

Agency Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Federal ID# \_\_\_\_\_ Status:  Corporate Officer  Partner  Representative/Agent

## Background Information

If you answer "yes" to any question below, please attach complete details on a separate sheet of paper.

1. Have you pled guilty or nolo contendere to or been found guilty of a felony or a crime involving moral turpitude since becoming licensed for health insurance?

No  Yes

2. Have you, or has any corporation, partnership, association, or firm in which you were a director, officer, shareholder or partner, ever been the subject of any administrative, or legal action filed by a state insurance department; or any action filed on behalf of any state, or by the federal government based on alleged violation of state or federal insurance laws?

No  Yes

3. Has your insurance license ever been suspended, revoked, or terminated, or have you ever been the subject of any administrative or legal action filed by a state insurance department?

No  Yes

4. Do you maintain errors and omissions and general liability insurance coverage?

No  Yes

5. Are there any outstanding or pending judgments or liens (including state or federal tax liens) against you?

No  Yes

6. Have you ever been discharged or permitted to resign from your employment because you were accused of:

(a) violating investment-related or insurance-related statutes, regulations, rules, or industry standards of conduct?

No  Yes

(b) fraud or the wrongful taking of property?

No  Yes

(c) violating company rules?

No  Yes

7. Do you have any outstanding unpaid indebtedness to an insurance company or general agent?

No  Yes

8. Within the past 10 years, have you ever had a complaint filed against you that resulted in a fine, penalty, cease or desist order, censure or consent order?

No  Yes

9. Within the past 5 years, have you ever initiated bankruptcy proceedings or been declared bankrupt?

No  Yes (If yes, attach a copy of court papers.)

## Certifications and Authorization to Obtain Information

I certify, under penalty of perjury, that all answers and responses to questions or inquiries contained in this appointment application are true, correct and complete. I further certify that I have read and am familiar with the sections of the insurance code in the state which I am seeking appointment and that I am not withholding any information that would affect my qualification for this appointment with Renaissance.

I authorize Renaissance and its agents and/or assigns to obtain information concerning my character, general reputation, personal characteristics, credit history, mode of living and any other applicable data, as part of my appointment. I also authorize any insurance carrier or agency with which I am or have been affiliated with or been appointed as an agent by to release information to Renaissance concerning my character, general reputation, personal characteristics, credit history, mode of living and any other applicable data for my appointment with Renaissance.

I authorize Renaissance and its agents and/or assigns to obtain information from all personnel, educational institutions, government agencies, companies, corporations, credit reporting

agencies, and law enforcement agencies at the federal, state or county level, relating to my past activities. I authorize these entities to supply Renaissance any and all information concerning my background and release them from any liability resulting from providing such information. The information supplied may include, but is not limited to, residential, achievement, job performance, litigation, personal history, credit reports, driving history, disciplinary and criminal conviction records.

By my signing below, I hereby release any individual or institution, including its officers, employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind which may result to me because of compliance with this authorization and request to release information or any attempt to comply with it. A copy of this authorization is as valid as the original.

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*Agent Signature*

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*Date*

