



## Producer Appointment Checklist

### If commissions are paid to the Agency:

- An Officer or Authorized Representative must complete and sign the entire packet, including the Questionnaire/Data Sheet, on behalf of the agency.
- Writing agents associated with the agency will need to complete an additional Questionnaire/Data Sheet.

### If commissions are paid to the Agent:

- The agent must complete and sign the entire packet.

### Appointment Paperwork Packet Includes:

1.  **Questionnaire/Data Sheet** - completed by an officer of the Agency
2.  **Questionnaire/Data Sheet** - completed by the Writing Agent
3.  **Agency Agreement** (signature required)
4.  **Business Associate Agreement** (signature required)
5.  **HIPAA Rules, Regulations & Guidelines** (signature required)
6.  **Fair Credit Reporting Act Consumer Disclosure** (signature required)
7.  **Tax Information** (signature required)
8.  **Copy of current insurance Agency license(s)** - for each state where the Agency will be soliciting business. (Resident and Non-Resident)
9.  **Copy of current insurance Agent license(s)** - for each state where the Agent will be soliciting business. (Resident and Non-Resident)
10.  **Appointment Fee** - Check payable to AlwaysCare Benefits, Inc. (Only if required – please refer to your states Department of Insurance website for a listing of resident and non-resident appointment fees)

Fully execute the Appointment Paperwork Packet before returning. Please verify that all forms are Starmount Life Insurance Company or National Guardian Life Insurance Company depending on who you are requesting appointment with. If you would like to be appointed with both companies – two sets of paperwork must be completed (see State Approval List).

### Please return Appointment Paperwork to:

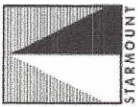
Fax: (225) 610-1346

Email: [Licensing@AlwaysCareBenefits.com](mailto:Licensing@AlwaysCareBenefits.com)

Mail: AlwaysCare Benefits, Attn: Licensing, PO Box 98100, Baton Rouge, LA 70809

### Questions?

Call 1-888-729-5433, Ext. 146



# STARMOUNT LIFE INSURANCE COMPANY: AGENT/AGENCY DATA SHEET

RETURN DATA SHEET TO: **AlwaysCare Benefits, Inc. P.O. Box 98100, Baton Rouge, LA 70898**

Agents and Agencies are not permitted to solicit, sell or procure an application for insurance until they possess an insurance agent's license and authorization from Starmount Life Insurance Company. Omission of any information below, will delay authorization and payment of commissions.

NAME OF AUTHORIZED REPRESENTATIVE		SOCIAL SECURITY NUMBER	DATE OF BIRTH	EMAIL ADDRESS	DATE
NAME OF CORPORATION/AGENCY <i>Edward K. Crowe and Associates LLC</i>		TAX ID NUMBER <i>26-2170889</i>			
BUSINESS ADDRESS <i>CITY STATE ZIP CODE</i>	TELEPHONE	FAX			
MAILING ADDRESS (P.O. Box) CITY STATE ZIP CODE	RESIDENT APPOINTMENT STATE	ADDITIONAL STATE APPOINTMENTS			
CONTACT NAME	EMAIL ADDRESS	TELEPHONE			

Commission payments paid to:  Agent  Agency

Background: (Please explain, including dates, and "yes" answers on a separate sheet) Has Authorized Representative/Agency ever:

been appointed by National Guardian Life Insurance Company?		YES	NO
had a complaint filed against you with an Insurance Department? State?		YES	NO
been refused a bond?		YES	NO
been the subject of any investigation or proceeding by any insurance jurisdiction?		YES	NO
had any agency contract or company appointment canceled for cause (e.g., misrepresentation, misappropriation, etc.)?		YES	NO
been suspended, expelled, fined, barred, censured or otherwise disciplined or found to have violated any law or rule by any party in the insurance industry?		YES	NO
withdrawn any application or surrendered any license to avoid any disciplinary action or the denial of a license?		YES	NO
been convicted of or pleaded no contest to any felony or misdemeanor, except for traffic offenses? If yes, give complete information and attach copy of court order.		YES	NO
have any criminal charges pending against you?		YES	NO
gone through bankruptcy, had salary attached or had any liens or judgments outstanding against you?		YES	NO
been named a party in any lawsuit?		YES	NO
Are you presently indebted to any insurer or any insurance company or managing general agent?		YES	NO
Do you intend to sell insurance principally for the purpose of placing insurance on risks owned or controlled by you, your employer or your family?		YES	NO
# of years Agency has been in business?		YES	NO
# of years Agency has been at present address?		YES	NO

## CERTIFICATION / AUTHORIZATION

I certify that I have answered all questions honestly and to the best of my knowledge. I also authorize Starmount Life Insurance Company to order an investigative report as may be required. I understand that information for the report may be secured from financial resources, and/or public records, or personal interviews with third parties, such as family members, business associates and/or others with whom I am acquainted. This inquiry may include information as to my character, general reputation, personal characteristics, mode of living or educational background. I understand I have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of this information if I so desire.

DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE



# Starmount Life Insurance Company Agent and Agency Agreement

BATON ROUGE, LOUISIANA

Effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and in accordance with and subject to the terms and provisions set forth below in this Agreement (the "**Agreement**"), which shall be binding on the parties hereto, Starmount Life Insurance Company (the "**Company**"), hereby appoints \_\_\_\_\_ ("**Writing Agent**", "**You**" or "**Your**"), and Edward K. Grone and Associates ("**Agency**", "**You**" or "**Your**"), and in connection therewith, the parties agree as follows:

1. **Applications; Initial Premiums.** You are authorized to solicit and procure applications for such policies described in the most recent schedules then in effect as may be issued by the Company from time to time and collect the full initial premiums thereon. All such premiums shall be paid promptly to the Company not subject to any offset by You and not to be commingled with Your personal funds.
  2. **Restrictions.** You have no authority to make, alter or discharge any policy agreement, or extend the time of payment of any premium; or waive any policy condition; or guarantee any dividend; or deliver any policy unless the insured is at that time in good health and insurable condition; or endorse checks payable to the Company; or collect any premium except the initial premium on policies issued hereunder.
  3. **Rules of Conduct.** You agree to conduct yourself in accordance with the rules, instructions and regulations of the Company now or hereafter from time to time in effect and the insurance laws and regulations of the state in which You solicit applications for the Company. If Your license is suspended, revoked or not renewed by any state, Your right to solicit business on behalf of the Company will be suspended until such time as Your license and appointment, if required, is reinstated or renewed.
  4. **Independent Contractor; No Exclusivity; Expenses.** From the Company's and Your standpoint, You are an independent contractor. Nothing contained in this Agreement or in any course of dealing between the Writing Agent and the Company whether in the past or currently shall be construed or interpreted to create an employer-employee relationship between the Company and the Writing Agent. You have no obligation hereunder to solicit applications for the Company, and You are free to exercise Your own judgment as to the persons from whom applications are solicited, and the companies with which You will place such insurance. The Company shall bear none of the expenses of conducting Your business under this appointment.
  5. **Compensation.**
    - (i) The commissions to be paid by the Company, which are subject to change by the Company at any time upon written notice to You as to policies bearing effective dates subsequent to such notice, shall be payable to You, Your executors, administrators or assigns, except that no assignment of commissions accrued or to accrue shall be binding upon the Company without its written consent. If this Agreement terminates because of the dissolution of the Agent or Agency, no commissions shall be payable hereunder subsequent to the date of dissolution. Commissions payable with respect to the same policy or contract may be divided between the Agent and other Agents or Agency licensed and appointed with the Company, according to state guidelines. In such case, earned payments for such policy or contract shall be allocated among Agents or Agency proportionately by the Company for commission payment purposes only. Commissions paid by the Company to You shall constitute full compensation for Your services performed in accordance with this Agreement. You are responsible for all expenses incurred by You in performance of this Agreement. If, for any reason, the Company refunds part or all of the premium to an Insured, the commission payable to You will be adjusted to reflect same and You shall return any amounts previously received by You with respect thereto. If the Company and the employer or group is terminated for any reason, the fee payable to you will be adjusted to reflect the same.
    - (ii) You shall be entitled to a commission for so long as You remain the broker of record and this Agreement is in force. If the Company receives notification of a change of its broker of record, Your entitlement to commissions shall terminate at the close of business on the effective date of the change designating another broker of record.
    - (iii) At any time while this Agreement is in effect, or after it is terminated, the Agent or Agency shall forfeit and shall not be entitled to receive any commissions due or to become due under this Agreement, if the Agent or Agency:
      - a. Violate any of the provisions of this Agreement, or
      - b. Shall neglect to report and pay over to the Company any premium collected by the Agent or Agency, or any sub-producer(s), or
      - c. Shall endeavor to induce or shall induce any employee, producer or representative of the Company to discontinue their association with the Company, or
      - d. Shall endeavor to induce or shall induce any policyholder of the Company to relinquish a policy with the Company.
- If the Company shall return the premiums on a policy or any portion of such premiums or cancel a policy for any cause, You shall refund to the Company on demand.
- (iv) If a policy issued hereunder should be lapsed for more than ninety days and subsequently be reinstated, the Company shall be relieved of any further commission liability to You unless the reinstatement application for such policy was procured by You.
6. **Assignment.** You agree to assign all right, title and interest in all commission income due and payable under this Agreement to the Third Party Administrator (TPA) contracted with the Company to administer commissions to you related to business written by you under this Agreement. You further direct the Company to report to the TPA all commission income hereby assigned, and acknowledge that the Company has made no representations as to the tax treatment of such assigned commissions. This Assignment is subject to the right to offset against any such commission payable any indebtedness of you to the Company existing or hereafter incurred. The Assignment shall continue in effect until such time as no further commissions are due and payable to you from the Company on the subject business or until the Company c/o of the TPA receives written notice that this Assignment has been terminated.
7. **Underwriting.** The Company reserves the right at its sole option to decline any application for coverage, to refuse to renew any coverage, to withdraw any policy or contract form, or to return directly to covered persons or applicants any payments submitted to the Company without liability to the Agent or Agency. This provision survives termination of this Agreement.



8. **Indebtedness.**

- (i) Any advance, loan, or extension of credit which the Agent or Agency at any time and in any manner may secure from the Company shall constitute an indebtedness to the Company. If any check or draft of the Agent or Agency used to transfer monies to the Company is dishonored upon presentation for payment, the amount thereof shall constitute an indebtedness of the Agent or Agency to the Company.
- (ii) (a) The entire indebtedness to the Company of the Agent or Agency, as recorded in the records of the Company, may be deemed due and payable in full by the Company at any time.  
(b) The Agent or Agency shall be responsible for any costs, including reasonable attorney fees and other collection expenses, incurred by the Company in connection with the recovery from the Agent or Agency of any indebtedness of the Agent or Agency to the Company.  
(c) The Agent or Agency hereby grants to the Company a first lien, perfected security interest in all commissions becoming due hereunder to secure any indebtedness of the Agent or Agency to the Company; and the Company may at any time apply commissions payable to the Agent or Agency hereunder or any other monies payable to the Agent or Agency by the Company or by any company controlled by or under common contract with the Company to reduce any such outstanding indebtedness.

9. **Advertising.** You have no authority to advertise using the Company's name, products, premium rates, or other related information unless the advertisement is pre-approved in writing through the Company's advertising review process.

10. **Privacy.** You agree that all nonpublic personal financial information or nonpublic personal health information related to any applicant, insured or policyholder or to any consumer or customer (as such terms are defined under applicable state or federal privacy laws) of the Company or any of its affiliated companies, obtained by You in the performance of Your duties and obligations under this Agreement shall be held in the strictest confidence by You, Your producers and employees. You shall not disclose or use such information except as necessary to carry out Your duties and obligations under this Agreement or as otherwise required under applicable state or federal law. This provision survives termination of this Agreement.

11. **Termination.** In addition to the methods otherwise herein provided, this Agreement may be terminated, by either party hereto, by notice in writing of the election to terminate delivered personally or mailed, to the other party at the party's last known address. Said termination shall be effective ten calendar days after the date shown on such termination notice or as state regulation dictates. After the termination date, commissions which would otherwise be subsequently earned shall no longer be due. The Company may terminate this Agreement if the Agent or Agency for any reason, fails to meet acceptable production requirements as determined by the Company, or as a result of market conduct issues, complaints, lapses or lack of persistency. Upon the death of the Agent, this agreement shall terminate and any monies which are then earned and to which the Agent would have been entitled at the time of his death or dissolution of the Agency shall be paid, as the premiums are paid to the Company on behalf of the Agent or Agency, to whomsoever shall be entitled thereto by the laws of descent and distribution, or the last will and testament of the Agent. Such commissions will be held by the Company without interest or penalty until lawful determination is accepted by the Company as to the recipient of the commissions.

12. **Term for Cause:** This agreement shall be terminated for cause immediately by written notice to the other party.

13. **Territory.** The territory in which You are licensed to represent the Company is not exclusively assigned to You and the Company has the right to enter into similar arrangements with others and You have the same right.

14. **Audit of Agent or Agency.** All books, accounts and records of the Agent and the Agency related to the business of the Company shall be subject to audit and inspection by the Company or its accountants and other representatives at all times, including a period of sixty (60) days after termination hereof. The Company may at any time make copies of or take extracts from such books, accounts, paper documents and records as it may deem necessary. All notices shall be deemed given when received.

15. **Records and Supplies.** The Company shall have the right, but not the obligation, at all reasonable times to inspect Your papers, documents and records, wherever located, which relate to the Company's business. All records maintained by the Agent or Agency hereunder and all books, rate manuals, forms and other supplies furnished to the Agent or Agency by the Company shall be and remain the property of the Company and shall be returned to the Company promptly following termination hereof.

16. **Notices.** All notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (1) receipt, if personally delivered; (2) three business days after mailing to the most recently provided mailing address; (3) receipt of fax confirmation; (4) the first day after sending by e-mail to the most recently provided e-mail address; (5) five business days after being posted on our website.

17. **Governing Law and Venue; Arbitration.** This Agreement shall be enforced and construed in accordance with the laws of the State of Louisiana. All proceedings will be held in Baton Rouge, Louisiana. In the event that either party to this Agreement has any claim, right or cause of action against the other party, which the parties are unable to settle by agreement between themselves, such claim, right or cause of action, to the extent that the relief sought by such party is for monetary damages or awards, will be determined by arbitration in accordance with the provisions of this section of the Agreement.

- (i) **Selection of Arbitrators.** The party requesting arbitration will serve upon the other a demand therefore, in writing, specifying the matter to be submitted to arbitration, and nominating a competent disinterested person to act as an arbitrator. Within 15 days after receipt of such written demand and nomination, the other party will, in writing, nominate a competent disinterested person, and the two arbitrators so designated will, within 15 days thereafter, select a third arbitrator. The three arbitrators will give immediate written notice of such selection to the parties and will fix in said notice a time and place of the meeting of the arbitrators which will be in Baton Rouge, Louisiana, and will be held as soon as conveniently possible (but in no event later than 45 days after the appointment of the third arbitrator), at which time and place the parties to the controversy will appear and be heard with respect to the right, claim or cause of action. In case the notified party or parties will fail to make a selection upon notice within the time period specified, the party asserting such claim will appoint an arbitrator on behalf of the notified party. In the event that the first two arbitrators selected will fail to agree upon a third arbitrator within 15 days after their selection, then such arbitrator may, upon application made by either of the parties to the controversy, be appointed by any judge of the United States District Court for the Middle District of Louisiana.

- (ii) **Procedures; Enforcement.** Each party will present such testimony, examinations and investigations in accordance with such procedures and regulations as may be determined by the arbitrators and will also recommend to the arbitrators a monetary award to be adopted by the arbitrators as the complete disposition of such claim, right or cause of action. After hearing the parties in regard to the matter in dispute, the arbitrators will make their determination with respect to such claim, right or cause of action, within 30 days of the



completion of the examination, by majority decision signed in writing (together with a brief written statement of the reasons for adopting such recommendation), and will deliver such written determination to each of the parties. The decision of said arbitrators, absent fraud, duress or manifest error, will be final and binding upon the parties to such controversy and may be enforced in any court of competent jurisdiction. The arbitrators may consult with and engage disinterested third parties to advise the arbitrators. The arbitrators shall not award any punitive damages. If any of the arbitrators selected hereunder should die, resign or be unable to perform his or her duties hereunder, the remaining arbitrators or any judge of the United States District Court for the Middle District of Louisiana shall select a replacement arbitrator. The procedure set forth for selecting the arbitrators shall be followed from time to time as necessary. As to any claim, controversy, dispute or disagreement that under the terms hereof is made subject to arbitration, no lawsuit based on such matters shall be instituted by any of the parties, other than to compel arbitration proceedings or enforce the award of a majority of the arbitrators. All privileges under Louisiana and federal law, including attorney-client and work-product privileges shall be preserved and protected to the same extent that such privileges would be protected in a federal court proceeding applying Louisiana law.

- (iii) **Expenses.** Each party shall be responsible for advancing the cost of the arbitrator selected by it and one-half the cost of the third arbitrator, as well as one-half of the other costs of the arbitration, subject to receiving reimbursement thereof as may be determined by the arbitrators. Each party will pay the fees and expenses of its own counsel.
  - (iv) **Relief in Event of Bankruptcy or for Non-Monetary Damages.** Notwithstanding any other provisions of this section of the Agreement, in the event that a party against whom any claim, right or cause of action is asserted commences, or has commenced against it, bankruptcy, insolvency or similar proceedings, the party or parties asserting such claim, right or cause of action will have no obligations under this Agreement and may assert such claim, right or cause of action in the manner and forum it deems appropriate, subject to applicable laws. No determination or decision by the arbitrators pursuant to this Agreement will limit or restrict the ability of any party hereto to obtain or seek in any appropriate forum, any relief or remedy that is not a monetary award or money damages.
  - (v) **Court Proceedings.** Any court proceedings relating to this Agreement shall be filed exclusively in the federal and state courts domiciled in Baton Rouge, Louisiana, and the parties hereto consent to the venue and jurisdiction of such courts.
18. **Agent and Agency's Representation.** You hereby represent, and agree that this Agreement is contingent on Your continuing representation, that You have not been convicted, and to the best of Your knowledge that none of Your producers or employees have ever been convicted, of any state or federal felony involving dishonesty or a breach of trust or any crime under 18 U.S.C. § 1033. You agree to notify the Company immediately in writing of any charges or actions brought in any court or by any regulatory body against You, Your producers or employees and of any felony conviction(s) of You, Your producers or employees. Failure to comply with any of the provisions of this section shall be cause for immediate termination of this Agreement.
19. **Prior Contracts Superseded; Entire Agreement.** This Agreement shall supersede any and all prior contracts, agreements and understandings between the parties hereto, whether written or oral, regarding the services of the Agent and Agency performed for the Company with respect to its products, policies and contracts. All previous agreements are void and replaced by this Agreement. This Agreement and its attachments constitute the entire Agreement between the parties hereto with respect to the subject hereof and is subject to termination by either party as provided herein.
20. **Additional Provisions.** The Company's failure to insist upon strict performance of any provisions in this Agreement will not be construed as a waiver of such provisions. This Agreement is not binding on You unless signed by You and is not binding on the Company unless signed by one of the Company's authorized officers.
21. **Hold Harmless.** Each party to this Agreement will indemnify, defend and hold harmless the other party from and against any and all claims, losses, and expenses, including without limitation reasonable attorneys' fees and costs of defense, that such other party incurs as a result of the first party's error, faulty action or omission or breach of the Agreement.
22. **Effectiveness.** This Agreement shall not take effect until executed by all parties hereto and receipt thereof by the Company at its address specified under its signature block below.

Approval:


**STARMOUNT LIFE INSURANCE COMPANY**

By \_\_\_\_\_  
Name: Erich Sternberg  
Title: CEO

8485 Goodwood Blvd.  
Baton Rouge, Louisiana 70806  
Post Office Box 98100  
Baton Rouge, Louisiana 70898-9100  
225-926-2888 or 888-729-5433, ext. 146  
Fax: 225-218-1265

I accept this appointment subject to the terms and conditions herein provided.

\_\_\_\_\_  
Writing Agent's Signature  
Social Security No. \_\_\_\_\_  
Date of Birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Edward K. Crowe and Associates LLC  
Agency Name  
  
Signature of Officer of Agency  
Name: Edward K. Crowe  
Title: president  
Address: 304 Federal Rd; Suite 107  
Brookfield, CT 06804



## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "**Agreement**") effective as of \_\_\_\_\_, 20\_\_ ("**Effective Date**"), is entered into by and between Starmount Life Insurance Company ("**Covered Entity**") and \_\_\_\_\_ (Agency) ("**Business Associate**") (collectively, "**the Parties**").

### RECITALS

**WHEREAS**, the purpose of this Agreement is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, ("**HIPAA**"), associated regulations 45 C.F.R. parts 160 - 164, as heretofore or hereafter amended (the "**Privacy and Security Rules**") and the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), as heretofore or hereafter amended.

**WHEREAS**, the Parties have heretofore entered into, or may hereafter enter into, one or more agreements or arrangements whereby Business Associate shall or may provide certain services to Covered Entity, and pursuant to such agreement(s) or arrangement(s), Business Associate may be considered a "business associate" of Covered Entity as defined in the Privacy and Security Rules; and

**WHEREAS**, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such agreement(s) or arrangement(s);

**NOW, THEREFORE**, in consideration of the Parties continuing obligations under this Agreement, compliance with HIPAA and the Privacy and Security Rules, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the Privacy and Security Rules and to protect the interests of both Parties.

### SECTION 1. INTERPRETATION; DEFINITIONS

**1.1 Interpretation.** In the event of an inconsistency between the provisions of this Agreement and the provisions of the Privacy and Security Rules, the Privacy and Security Rules shall control. Where provisions of this Agreement are different than those mandated by the Privacy and Security Rules, but are nonetheless permitted by the Privacy Rule, the provisions of this Agreement shall control. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.

**1.2 Definitions.** Any and all capitalized terms in this Agreement, unless otherwise defined in this Agreement, shall have the meaning provided in the Privacy and Security Rules. Whenever the context so requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter, and the singular shall include the plural, and conversely.

**1.2.1 Electronic Protected Health Information (EPHI)** means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium.

**1.2.2 Electronic Storage Media** is defined as memory devices in computers (hard drives) and any removable/transportable digital memory medium such as magnetic tape or disk, optical disk, or digital memory card;

- 1.2.3 Individual** shall have the same meaning as the term "Individual" in 45 CFR §160.103, as amended, and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.2.4 Protected Health Information (PHI)** shall have the same meaning as the term "Protected Health Information" in 45 CFR §160.103, as amended, limited to the information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity.
- 1.2.5 Required By Law** shall have the same meaning as the term "Required By Law" in 45 CFR §160.103, as amended.
- 1.2.6 Secretary** shall mean the Secretary of the United States Department of Health and Human Services or his/her designee.
- 1.2.7 Transmission Media** shall mean media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.

## SECTION 2. SERVICES

**2.1** Pursuant to its current or future agreement(s) or arrangement(s) with Covered Entity, Business Associate shall provide services which may involve the use and/or disclosure of Protected Health Information ("Permitted Uses and Disclosures"). Business Associate is prohibited from any use or disclosure beyond the Permitted Uses and Disclosures without written permission of Covered Entity. Business Associate is specifically prohibited from any use or disclosure of PHI that would violate the requirements of the Privacy and Security Rule. Except as otherwise specified herein, Business Associate may make any and all uses of Protected Health Information necessary to perform its obligations under its arrangement(s) and agreement(s) with Covered Entity.

**2.2** Business Associate shall comply with any obligations and restrictions on the use, disclosure or request for PHI contained in the Covered Entity's Notice of Privacy Practices applicable to it as required by 45 CFR §164.520, which shall be provided by the Covered Entity.

## SECTION 3. RESPONSIBILITIES OF BUSINESS ASSOCIATE

**3.1 Responsibilities of Business Associate.** With regard to its use and/or disclosure of Protected Health Information, the Business Associate hereby agrees to the following:

- 3.1.1** Not to use or disclose Protected Health Information except as permitted or required by this Agreement or as Required By Law;
- 3.1.2** To implement appropriate administrative, technical, and physical safeguards that prevent use or disclosure of the information other than provided by the Agreement and reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Privacy and Security Rules, including but not limited to 45 CFR §§164.302-318.



- 3.1.3** To require all of its employees, representatives, subcontractors, and agents that receive or have access to the Protected Health Information under this Agreement to agree in writing to adhere to the same restrictions and conditions on the use and/or disclosure of the Protected Health Information that apply herein;
- 3.1.4** Promptly, but in any case no later than ten (10) days from discovery, report to Covered Entity any security incident of which it becomes aware and any other use or disclosure of the information not provided for by the Contract (as modified by this Agreement), and have in place procedures to mitigate any harmful effects from the inappropriate use or disclosure, and 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. Further, to the extent that such unauthorized use or disclosure may constitute a Breach within the meaning of 42 CFR §164.402:
- i. The Business Associate shall notify Covered Entity of any use or disclosure that could reasonably constitute a Breach without unreasonable delay but in no case later than ten (10) calendar days after the first day on which such potential Breach is known, or be exercising reasonable diligence would have been known, to any person, other than the person committing the potential Breach who is an employee, office, or other agent of the Business Associate
  - ii. The Notification to Covered Entity shall include, to the extent possible: (1) the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed during the Breach; (2) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; (3) a description of the types of unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); (4) any steps individuals should take to protect themselves from potential harm resulting from the Breach; and (5) a brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.
  - iii. The final decision regarding whether a use or disclosure constitutes a Breach shall be made by the Covered Entity.
- 3.1.5** In the event of a request by the individual pursuant to 45 CFR §164.524 of the Privacy Rule for access to PHI in a designated record set in the possession of Business Associate, at the option of Covered Entity, Business Associate shall promptly, but in any case no later than fifteen (15) days from such request, make the PHI available directly to the individual or make the PHI available to Covered Entity for the purpose of providing access to the individual. If the PHI requested is part of Covered Entity's electronic health record, upon request of the individual the copy will be provided in an electronic format and, if the individual chooses, it will be directed to an entity or person designated by the individual, provided that said request is clear, conspicuous, and specific. Charges made by Business Associate for such access shall be limited of the amount provided in the Privacy Rule



- 3.1.6** In the event of a request by the individual pursuant to 45 CFR §164.526 to amend PHI in a designated record set in the possession of Business Associate, at the option of Covered Entity, Business Associate either promptly comply with the applicable provisions of the Privacy Rule or make the PHI available to Covered Entity for amendment.
- 3.1.7** Upon written request, to make available during normal business hours at Business Associate's offices, within ten (10) calendar days of such request, all books, records, and agreements, including policies and procedures, relating to the use and disclosure of the Protected Health Information to Covered Entity for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of this Agreement;
- 3.1.8** Upon written request, to make available all books, records, and agreements, including policies and procedures, relating to the use and disclosure of the Protected Health Information to the Secretary in a time and manner designated by the Secretary;
- 3.1.9** Maintain data on all disclosures of PHI in accordance with 45 CFR §164.528 for the period required by the Privacy and Security Rules specific to the type 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 disclosures of the Protected Health Information in accordance with 45 CFR §164.528, including any revision or modification to these requirements made after the Effective Date of this Agreement;
- 3.1.10** Provide information collected in accordance with this Agreement in response to a request by an Individual for an accounting of disclosures of the Protected Health Information in accordance with 45 CFR §164.528. If request for accounting of disclosure is directed to Business Associate, Business Associate will provide accounting directly to the Individual. If the Covered Entity receives a request that requires patient data from Business Associate, Business Associate will provide the required data pursuant to such request.
- 3.1.11** Remain knowledgeable of the requirements applicable to Business Associates under the Rule and provide appropriate education and training to employees, officers, directors, agents, and contractors to ensure their knowledge of and compliance with those provisions;
- 3.1.12** Not receive anything of value in exchange for the use or disclosure of PHI except as permitted by 42 USC 17935(d), the Privacy and Security Rules, and Covered Entity;
- 3.1.13** Not receive anything of value in exchange for communication about a product or service that encourages the recipients of the communication to purchase or use the product or service when such communication is prohibited by 42 USC 17935(d), the Privacy and Security Rules, other applicable regulations, or this Agreement;
- 3.1.14** Use and disclose only the minimum amount of PHI necessary for the task at hand. To the extent possible, such minimum amount shall be the limited data set as provided in 45 CFR 164.514(e) or as otherwise provided by the Rule.
- 3.1.15** For each standard that is "Addressable" the Business Associate must either implement the specification or document why implementing the specification is not reasonable and implement an equivalent alternative measure.

#### **SECTION 4. OBLIGATIONS OF COVERED ENTITY**



**4.1 Obligations of Covered Entity.** With regard to the use and/or disclosure of the Protected Health Information by Business Associate, Covered Entity hereby agrees to the following:

- 4.1.1** To notify Business Associate of any changes in the form of notice of privacy practices that Covered Entity provides to Individuals pursuant to 45 C.F.R. §164.520 and to provide Business Associate with a copy of the notice currently in use;
- 4.1.2** To notify Business Associate of any changes, restrictions, or revocation of permission by Individuals to use or disclose the Protected Health Information, to the extent that such changes may affect Business Associate's Permitted Use or Disclosure of the Protected Health Information; and
- 4.1.3** Not to request Business Associate to use or disclose the Protected Health Information in any manner that would not be permissible under the Privacy and Security Rules if done by Covered Entity.

## **SECTION 5. TERM AND TERMINATION**

**5.1 Term.** The term of this Agreement shall commence as of the Effective Date and shall continue until all of the Protected Health Information 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 unfeasible for Business Associate to return or destroy the Protected Health Information, protections are extended to such information by Business Associate, in accordance with the termination provisions of this Agreement.

**5.2 Termination By Covered Entity.** Upon a material breach by Business Associate of any of its obligations hereunder, Covered Entity shall immediately provide written notice thereof to Business Associate, and Covered Entity shall:

- 5.2.1** Provide an opportunity for Business Associate to cure the breach or end the violation within a time period which Covered Entity determines is reasonable under the circumstances, but in no event more than 60 days, terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- 5.2.2** Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and a cure by Business Associate of such breach is not possible; or
- 5.2.3** If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**5.3 Termination by Business Associate.** If Business Associate determines that a material condition of performance has changed under this Agreement, or that Covered Entity has violated the terms of this Agreement, Business Associate may provide thirty (30) days prior written notice to Covered Entity of its intention to terminate this Agreement. Business Associate agrees to cooperate with Covered Entity to reach a mutually satisfactory solution to the matter prior to terminating this Agreement and this Agreement shall terminate only if such a solution is not reached.



#### 5.4 **Effect of Termination.**

- 5.4.1 Except as provided in Section 5.4.2, upon termination of this Agreement for any reason, Business Associate shall promptly return or destroy all the Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to the Protected Health Information that is in the possession or under the control of subcontractors or agents of Business Associate. Neither Business Associate, nor its subcontractors or agents, shall retain copies of the Protected Health Information; or
- 5.4.2 In the event that the return or destruction of the Protected Health Information is unfeasible, Business Associate shall promptly provide to Covered Entity notification of the conditions that, in its view, make return or destruction unfeasible. Subject to Covered Entities' agreement therewith, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction unfeasible, for so long as Business Associate, its subcontractors or agents, maintain such Protected Health Information. All obligations of Business Associate under Section 3 shall continue as long as such Protected Health Information is maintained by Business Associate and its subcontractors or agents.
- 5.4.3 Business Associate's obligations under this Section 5.4 shall survive the termination of this Agreement indefinitely.
- 5.4.4 Should this Agreement be terminated for cause by Covered Entity, such termination shall be considered a material default by Business Associate under any underlying agreement between it and Covered Entity and shall entitle Covered Entity to terminate that agreement.

### SECTION 6. MISCELLANEOUS

6.1 **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties hereto any rights, remedies, obligations, or liabilities whatsoever.

6.2 **Amendment.** This Agreement may not be modified or amended, except in writing and signed by each Party. 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 and the Privacy and Security Rules.

6.3 **Survival.** The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement.

6.4 **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any employees, subcontractors, or agents assisting Business Associate in the



performance of its obligations under this Agreement and those agreements and arrangements described in Section 2, available to Covered Entity, at no cost to Covered Entity, to testify, be deposed, or otherwise assist Covered Entity and its counsel in the event of litigation or administrative proceedings commenced against Covered Entity, its officers, directors, and employees, based upon a claimed violation of HIPAA, the Privacy and Security Rules, or other laws relating to security and/or privacy, except where Business Associate or its employee, subcontractor, or agent is named as an adverse party in the proceeding. The provisions of this Section shall survive the termination of this Agreement indefinitely.

**6.5 Indemnification.** Each party agrees to indemnify the other party, its assignees and licensees, and hold each of them harmless from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses, including reasonable legal fees, arising out of or by reason of any breach or alleged breach by the other party, its employees, subcontractors, or agents, of any of its obligations under this Agreement.

**6.6 Notices.** All notices required under this Agreement shall be deemed to have been properly served if delivered in writing personally, by recognized overnight delivery services (such as Federal Express), by facsimile (confirmed by telephone), or by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Covered Entity:

Starmount Life Insurance Company  
8485 Goodwood Blvd.  
Baton Rouge, LA 70806  
Attention: Compliance Officer  
Telephone: 225-400-9100  
Fax: 225-926-6292

If to Business Associate (Agency):

Edward K. Crowe and Associates LLC  
304 Federal Rd; Suite 107  
Brookfield CT 06804  
Telephone: 203-796-5403  
Fax: 203-567-6235

or such other place or places as either Party, by notice given in accordance with this Section, may designate in writing from time to time. All notices shall be effective upon receipt by the Party to be notified.

**6.7 Governing Law.** This Agreement shall be governed under the laws of the State of Louisiana.

**6.8 Recitals.** The RECITALS set forth hereinabove are incorporated herein in their entirety.



**6.9 Counterpart Execution.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument. For purposes hereof, facsimile copies hereof and facsimile signatures hereof shall be authorized and deemed effective.

**6.10 Entire Agreement.** This Agreement sets forth the entire agreement of the Parties hereto with respect to the subject matter hereof and supercedes all prior discussions and agreements, written or oral, with respect thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

**“COVERED ENTITY”**

**“BUSINESS ASSOCIATE”**

STARMOUNT LIFE INSURANCE  
COMPANY

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Erich Sternberg  
Title: CEO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**HIPAA RULES, REGULATIONS & GUIDELINES - Agency**

As agreed by both parties, the current federal guidelines as stated by the U.S. Department of Health and Human Services and outlined within the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") regulations, allow for the assignment and recognition of a "Business Associate" relationship between two organizations, whereas one of the organizations is able to perform certain functions and services for the other organization, as required by federal and state regulations, so as to facilitate compliance with said regulations.

Agent or Agency agrees to perform said functions and services stated in the Agent or Agency Agreement between the parties for Starmount Life Insurance company so as to enable Starmount Life Insurance company to comply with the Federal Government regulations promulgated under HIPAA, specifically pertaining to data collection and transfer of data between both parties as well as Agent or Agency and third-party entities, on the behalf of Starmount Life Insurance company and Starmount's Participating Providers using the specific mandated data content and format as required by the U.S. Department of Health and Human Services and the HIPAA regulations governing Standard's for Electronic Transactions, Privacy and Security. If either party should violate such rules, regulations or guidelines (with or without knowledge), the violating party with written notice by the non-violating party, shall have reasonable time to cure such violation from time of knowledge or notice. If the violating party does not cure the violation within a reasonable time, the non-violating party may terminate the agreement with written notice indicating that the violating party has not cured the violation in a reasonable time and has not presented a good faith effort to cure such violation.


Should either state, federal and/or other regulatory governing bodies change existing guidelines during the Term so as to negate the relationship between Agent or Agency and Starmount Life Insurance company, or cause the said understanding of the relationship by both parties to become invalid, both parties shall work in good faith to re-address and re-define their existing relationship so as to become compliant under the new regulations and/or mandates in an expedient and timely manner.

WITNESS the hands of the undersigned this \_\_\_\_ Day of \_\_\_\_, 20\_\_.

\_\_\_\_\_  
Agent Name (Printed)

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

Edward K. Crowe and Associates LLC  
Agency Name (Printed)

By:   
Signature (Officer of Agency)

By: \_\_\_\_\_  
Starmount Life Insurance company



**Fair Credit Reporting Act Consumer Disclosure – Authorized Representative and Agency:**

**Obtaining a “Consumer Report”** STARMOUNT<sup>1</sup>, when making a decision to offer you a producer Agreement or to continue an Agreement may obtain and use a “consumer report” from a “consumer reporting agency.” These terms are defined in the Fair Credit Reporting Act as amended, 15, U.S.C. § 1681 et seq. (“FCRA”).

A “consumer reporting agency” is defined in the FCRA as a person or business that for monetary fees, dues, or in a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to others.

A “consumer report” is defined by the FCRA as including any written, oral or other communication of any information by a “consumer reporting agency” bearing on a consumer’s credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in employment –related-decisions affecting a consumer.

As an Agency with an interest in a relationship as a producer with STARMOUNT, you are a “consumer” with rights under the FCRA. If STARMOUNT obtains a “consumer report” about you and if STARMOUNT considers any information in the consumer report when making a decision that adversely affects you, you will be provided with a copy of the “consumer report” before the decision becomes final. You may also contact the Federal Trade Commission about your rights under the FCRA.

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

<sup>1</sup> For purposes of this Authorization and Release, Starmount includes Starmount Life Insurance company, its related companies and their agents.

**Starmount Life Insurance company c/o**

**Company Name:** \_\_\_\_\_

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

**City/ST/Zip:** \_\_\_\_\_

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

# TAX INFORMATION

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The Internal Revenue Service has notified us that the Tax I.D./Social Security Number AND name under which you are contracted with Starmount Life Insurance company must be an identical match. Please complete and sign the Taxpayer Identification Number form below.

## REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Please print or type

---

Agency Name

---

Address

---

City, State, ZIP Code

TAXPAYER IDENTIFICATION NUMBER  
Enter your social security number or  
taxpayer identification number (employer  
identification number) in the appropriate  
box.

Social Security  
Or  
Employer Identification  
Number

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CERTIFICATION. Under penalties of perjury, I certify that:

The number shown on this form is the Agency's correct taxpayer identification number.

Signature

Date

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(Authorized Representative)