

MED South

HEALTH PLANS

COVERAGE THAT'S EXTENSIVE, NOT EXPENSIVE
AFFORDABLE HEALTH INSURANCE

REPRESENTING

WORLD INSURANCE COMPANY

CONTRACTING & LICENSING

PLEASE RETURN ALL CONTRACTS TO:

*MED South Health Plans, LLC
1375 LENOIR RHYNE BLVD SUITE 119
HICKORY, NC 28602
TOLL FREE: (888) 727-6682
PHONE: (828) 431-2073
FAX: (828) 431-2183*



Request for Agent Appointment

Fax: (402) 496-8366

To: Agency Support Center

Date: _____

Re: (Agent Name) _____

Licensing Checklist

Important: Please sign all materials, stamped signatures are not acceptable.

- Application For Contract**
Fill in all portions of both pages of the Application for Contract. Date and Sign the *Agent applicant signature* line.
- Disclosure Notice and Authorization**
Print your name, sign and date.
- A Summary of Your Rights Under the Fair Credit Reporting Act**
To be left with applicant.
- Errors & Omissions (E&O) Insurance Declaration Page**
Attach a copy of current E&O Insurance coverage (required for contracting/appointment). Minimum amount of coverage required is \$1,000,000.
- Special Agent's Agreement Life and Health Insurance**
Sign on the *Agent* signature line on the second page of the agreement.
- Assignment of Commissions and Service Fees (If Applicable)**
If requesting assignment of commissions, fill in all portions of the top section. Date, sign, and print your name and have signed by a witness. Leave *Acceptance* section blank and complete the "Acknowledgement" area. If requesting assignment of commissions to a corporation, attach a copy of Corporate License if applicable.
- Direct Deposit Authorization**
Fill in all portions including Routing/Transit number and Account number. Sign at the bottom and include a voided check.
- Business Associate Agreement/HIPAA Privacy and Security Provisions**
Date, sign, and write your name in the BUSINESS ASSOCIATE section on page 3.
- Copy of State Insurance License**
Attach a copy of your current state insurance license and all non-resident licenses for states you are requesting appointment. If contracting as a corporation, attach a copy of the corporate license if the state requires it.
- License Fee \$ _____**
One check in the total amount for all resident and non-resident licensing fees is to be made payable to **World Insurance**.

AL	AZ	AR*	CO	DE	FL	GA	ID	IL	IN	IA	KS	LA	MI	MO	MS	MT
\$30	\$0	\$0	\$0	\$25	\$60**	\$10	\$0	\$0	\$0	\$8	\$5	\$20	\$5	\$0	\$25	\$0
NE	NV	NM	NC	ND	OH	OK	PA	SC*	TN	TX	VA	WV	WI			WY
\$8	\$15	\$23	\$10	\$10	\$20	\$40	\$15	\$0	\$15	\$10	\$12	\$25	\$7/\$24 (non-res.)			\$15

*Application for insurance must be submitted along with agents' paperwork.

**Non-resident appointment fee of \$6.00 per county required for business sold on FL soil.

Please provide non-resident county or counties: _____

Commission Pattern: _____

Reports To: Name – Please Print _____

Agent # _____

Name of General Agent - Please Print

General Agent Signature

General Agent Code



APPLICATION FOR CONTRACT

Please respond to ALL questions (please print legibly).

Name _____ Individual Corporation Partnership
(First) (Middle initial) (Last)

If a corporation, give names of officers and titles: _____

Date of Birth _____ Sex: Male Female Soc. Sec. No. _____ Tax I.D. No. _____

Business address _____
(Street) (City) (State) (ZIP)

Supply address _____
(No PO Boxes) (Street) (City) (State) (ZIP)

E-mail address _____

Residence address _____
(Street) (City) (State) (ZIP)

How long at residence address? _____ If fewer than 5 years, please list other addresses in the past 5 years _____

Phones: Business (____) _____ FAX (____) _____ Residence (____) _____

Software Requested: Yes No

Type of license presently held: Life A&H Med Supp P/C Other _____

Current resident license number (attach copy): _____ NPN: _____

Other state(s) in which you are licensed: _____

In which states do you wish to be appointed with World? (please attach copies of your current licenses in those states) _____

Have you ever been appointed with World? Yes No If yes, give details. _____

Anticipated production during first 12 months with World: Number of applications: _____

Product lines: _____

- | | Yes | No |
|---|--------------------------|--------------------------|
| 1. Do you have an outstanding debt or debt balance with any insurance company?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Have you ever had a civil judgment entered against you?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Have you ever filed bankruptcy or reorganization, either personally or in business?..... | <input type="checkbox"/> | <input type="checkbox"/> |

(over)

- | | Yes | No |
|--|--------------------------|--------------------------|
| 4. Has an insurance company ever cancelled a contract with you for cause? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Have you ever had a bond declined or cancelled? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Have you ever been convicted for any offense other than a minor traffic violation? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. If currently licensed, has your insurance license ever been cancelled or suspended? | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Have you ever been fined by any insurance regulatory authority? | <input type="checkbox"/> | <input type="checkbox"/> |
| If "yes" to any of questions 1 through 8 above, please give details or attach documentation. _____ | | |
| _____ | | |
| _____ | | |
| 9. Do you have Errors & Omissions (E&O) insurance? | <input type="checkbox"/> | <input type="checkbox"/> |
| If "yes," include a current copy of your Declaration Page. | | |
| Has a claim been filed within the last 5 years?..... | | |
| Give details. _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ | | |
| _____ | | |

I understand a request may be made of a consumer and/or consumer investigative reporting agency to secure and provide information concerning my character, general reputation, personal characteristics, mode of living, and the accuracy of the statements made on this application. I also understand a criminal and financial background check will be done.

By submitting this application, I am hereby requesting the opportunity to engage in a business transaction with World. Such request may warrant World's procurement of a consumer report in connection with the actual or potential advancement of commissions to me in connection with insurance services that I may perform on behalf of World.

By my signature below, I confirm that the answers given above are true, complete, and accurate to the best of my knowledge and belief, and understand that false statements may be cause for termination.

I agree that I will not solicit business for the Company until my contract has been approved by the home office of World Insurance Company.

I understand that minimum production levels are required to maintain my contract and appointment.

(Date)

(Agent applicant signature - stamped signature not acceptable)

Attach completed forms.

By my signature below and to the best of my knowledge: I confirm that the answers given above by the agent are true, complete, and accurate and I verify that the agent is of good moral character and meets all state requirements for financial soundness, business experience and education.

(General Agent - please print)

(GA code)

(GA signature - stamped signature not acceptable)



Disclosure Notice

In connection with either your interest in obtaining or continuing an independent contract to supply services to World Insurance Company, or to receive advanced commission in connection with your supplying services to World Insurance Company, we may produce a consumer report (including an investigative consumer report) on you. A “consumer report” is any form of communication by a consumer reporting agency bearing on one’s credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living; it may include public record information (such as your driving record). An “investigative consumer report” is a special type of consumer report. If we intend to request such a report, you will be given a separate disclosure which describes such a report and your particular rights in that regard. Any information obtained through a consumer report will be used for employment purposes only, and will not be used in violation of any Federal or State equal opportunity law or regulation.

In the event information from a “consumer report” is to be utilized in whole or in part in making an adverse decision with regard to your potential or continued contractual relationship, before making the adverse decision we will provide you with a copy of the consumer report provided to us, and a description of your rights under the federal Fair Credit Reporting Act. (The Fair Credit Reporting Act gives you specific rights in dealing with consumer reporting agencies. A copy of your rights will be provided to you during the contracting process.)

Authorization

In order to be considered for, or continued in, an independent contract relationship with this company, and in connection with my potential receipt of advanced commission from World Insurance Company, by my signature below, I hereby request and authorize World Insurance Company or its representative to obtain a consumer credit report. If I enter into a contract, this authorization shall remain on file and in effect, and shall serve as an ongoing authorization for World Insurance Company or its representatives to procure consumer reports at any time during the term of my contract. I acknowledge receipt of a copy of a document entitled, “A Summary of Your Rights Under the Fair Credit Reporting Act.”

Information provided on this authorization will be used for the sole purpose of procuring a consumer report.

Name (Please Print): _____

Prospective Agent’s Signature: _____

Date: _____

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identify theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005, all consumer will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.

- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the list these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5 OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identify theft victims and active duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

Type of Business:	Contact:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 877-382-4357
National banks, federal branches/agencies of foreign banks (word “National” or initials “N.A.” appear in or after bank’s name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word “Federal” or initials “F.S.B.” appear in federal institution’s name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal Credit Unions (words “Federal Credit Union” appear in institution’s name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, MO 64108-2638 877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator – GIPSA Washington, DC 20250 202-720-7051



SPECIAL AGENT'S AGREEMENT HEALTH INSURANCE

This Agreement is made by and between World Insurance Company of Omaha, Nebraska, hereinafter referred to as Company, and _____ (*Agent Name*), as its Special Agent, hereinafter referred to as Agent.

WITNESSETH:

Company hereby appoints Agent to act for it in the following territory: NOT TO EXCEED THE TERRITORIAL BOUNDARIES AS DEFINED IN GENERAL AGENT'S AGREEMENT.

1. Agent agrees to solicit applications for health insurance for Company; to collect and receipt for the first premiums thereon; to deliver immediately to Company all applications taken by Agent; to report and remit promptly to Company all premiums collected by Agent; to repay to Company commissions received on premiums for policies cancelled or rescinded after issuance; and to service business procured by Agent or other business assigned to Agent, all subject to such instructions as may be issued by Company from time to time.
2. Agent shall be paid while this Agreement is in force the commissions on health insurance shown in the Commission Schedule attached hereto, on premiums received by Company in cash for insurance placed hereunder.
3. In event of termination of this Agreement by the death or commencement of total and permanent disability of Agent, thereafter the renewal commissions and deferred first year commissions which otherwise would be paid to Agent if this Agreement had remained in force will be paid to Agent, if living, otherwise to the spouse of Agent, or if such spouse shall not survive Agent or shall die prior to final payment, then to the estate of Agent, for a period of five years following such termination.
4. In event of termination of this Agreement other than as provided in Paragraph 3, renewal commissions and deferred first year commissions thereafter will be payable as follows:
 - (a) If this Agreement shall have been in force less than one year, no renewal commissions or deferred first year commissions will be payable after such termination.
 - (b) If this Agreement shall have been in force one year or more, the renewal commissions and deferred first year commissions which otherwise would be paid to agent if this Agreement had remained in force, will be paid to Agent, if living, otherwise to the spouse of Agent, or if such spouse shall not survive Agent or shall die prior to final payment, then to the estate of Agent, but such commissions will not be payable for more than nine years following termination.
 - (c) Payment of renewal commissions and deferred first year commissions under this Paragraph 4 will be made to Agent, Agent's spouse or the executor or administrator of Agent's estate, as the case may be, only if such commissions shall amount to at least \$600.00 each year, commencing with the date of such termination, and in event said commissions shall be less than \$600.00 for each such year, no further renewal commissions or referred first year commissions will be paid.
 - (d) Provided, however, in event of termination of this Agreement for cause as defined in 14(d), no renewal commissions will be payable thereafter.
5. In event any policy placed hereunder shall lapse and be reinstated by a representative of Company other than Agent, no commissions will be paid Agent on premiums received for or after such reinstatement.
6. No commissions will be paid on any policy not accepted by the applicant or on any application not accepted by the Company.
7. Company may offset against and deduct from any commissions payable hereunder any indebtedness of Agent to Company, and such indebtedness shall be a first lien against all such commissions.
8. No assignment of this Agreement or any commissions accruing under it or any interest therein shall be valid, except with the prior written consent of Company.
9. Agent agrees not to deliver any policy until settlement has been received for the first premium therefore.

10. Agent shall immediately return to Company any undelivered policy issued on the application of a person who, to the knowledge of Agent, becomes impaired in health after making application.
11. Rebating in any form, directly or indirectly, is prohibited. No representation shall be made for the purpose of inducing a policyholder in this or any other company to lapse, forfeit or surrender insurance.
12. Nothing contained herein shall be construed to create the relationship of employer and employee between Company and Agent, who shall be free to exercise Agent's own judgement as to the persons solicited and the time and place of solicitation, but Company may from time to time issue instruction respecting the conduct of said business, not interfering with such freedom of action, which instructions shall be conformed to by Agent.
13. Failure of Company to insist upon strict compliance by Agent with any of the conditions of this Agreement, or the instructions of Company, shall not be construed as a waiver of same, but they will continue to be in full force and effect.
14. Termination Provisions:
 - (a) This Agreement shall terminate automatically upon the death or commencement of total and permanent disability of Agent.
 - (b) This Agreement shall terminate automatically if Agent shall not continue to hold a valid license to do business in the territory covered hereunder.
 - (c) Either party shall have the right at any time to terminate this Agreement upon giving thirty (30) days notice in writing, addressed to Company at its Home Office or to Agent at the last known address of Agent, except as otherwise provided in 14(d).
 - (d) This Agreement may be terminated immediately by Company upon notice in writing to Agent at the last known address of Agent for and on account of any of the following enumerated acts done or committed by Agent, which shall constitute good cause therefore:
 - (1) Fraud or breach of any of the terms of this Agreement; or
 - (2) Failure to pay Company any money belonging to it, as herein provided; or
 - (3) Violation of any of the laws of the state or the rules of the insurance department regulating insurance companies and their business in the territory covered by this Agreement; or
 - (4) Any act of Agent affecting the right of Company to do business in the territory covered by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date below.

Signature of Agent

Date

Signature of General Agent

Date

General Agent Code

For Home Office Use Only

Approved:

World Insurance Company

By _____
Company Countersignature

Effective Date

Agent Code



Assignment of Commissions and Service Fees

FOR VALUABLE CONSIDERATION, I, _____ (*Agent's Name*), hereby set over and assign to _____ (*Assignee*), Federal Identification Number _____, all of my right, title and interest in and to all commissions and service fees payable to me from WORLD INSURANCE COMPANY of Omaha, Nebraska under terms and conditions of _____ Agreement.

I hereby bind my Beneficiary and Personal Representative to the full performance of the terms and conditions of this Assignment. WORLD INSURANCE COMPANY is hereby directed and authorized to make payment of all sums due thereunder to said Assignee. This Assignment shall remain in effect until written notice of the termination hereof by me has been received by said WORLD INSURANCE COMPANY.

Agent Signature _____ Date _____

Agent Printed Name _____ Agent Code _____

Assignee Acknowledgement

We hereby acknowledge the above Assignment to us, and agree the rights of WORLD INSURANCE COMPANY under said Agreement shall be prior to our rights under said Assignment.

Date: _____

ASSIGNEE (*Signature of Company Officer*) _____

P.O. Box or Street Address

City, State, ZIP Code

Company Acceptance

We hereby accept the above Assignment, on condition the rights of WORLD INSURANCE COMPANY under said Agreement shall be prior to any rights of the Assignee.

Dated at Omaha, Nebraska: _____

Attest:

WORLD INSURANCE COMPANY

Company Countersignature

By Michael E. Abbott
Michael E. Abbott
Chairman, President & Chief Executive Officer



World Insurance Company is pleased to provide direct deposit of your commissions into your bank account.

Here are some of the benefits you will receive with our direct deposit program:

- Get your commissions fast
- Funds are deposited in two to three business days
- No more lost checks.
- No more trips to the bank to deposit checks.

In order to begin direct deposit, please complete the authorization form below. ***Please be sure to sign the form and attach a voided check or a savings deposit slip.***

If you change your banking information, please notify us immediately to avoid any delays in your commission. Simply complete this form and include a **new voided check or a savings deposit slip** and we will update your banking information.

Your commission statement, which is available online, will indicate the amount of the deposit.

Direct Deposit Authorization

Please complete and return to Agency Support Center

Agent Name/Agency Name:

(As it appears on your contract.) _____

Agent Number/Numbers: *(Please list **all** agent numbers this form applies to.)* _____

E-mail Address: _____

- Checking Account (Attach pre-printed voided check and sign below. If your contract is in your individual name, we need a voided personal check.)**
- Savings Account (Attach a pre-printed savings deposit slip and sign below. If your contract is in your individual name, we need a personal savings deposit slip.)**
- Change of Account (Attach a pre-printed voided check or savings deposit slip and sign below.)**

Financial Institution: _____

Routing/Transit No.: _____ *(9 digit number - if unsure of number, please contact your bank)*

Account No. _____

I authorize World Insurance Company to initiate electronic credit entries for commissions due, or in the rare case, to correct an erroneous credit entry made by either the bank or World Insurance Company.

This authority will remain in effect until World Insurance Company has received written notice from me. I agree to contact World Insurance Company in writing if I change banks or bank accounts for my deposits.

Signature: _____

Date: _____



BUSINESS ASSOCIATE AGREEMENT

Privacy and Security Provisions

The Business Associate and World Insurance Company (“Company”), hereby enter into this Business Associate Agreement (“Agreement”) concerning the maintenance of the security and confidentiality of Protected Health Information (PHI) as required under applicable laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations promulgated thereunder.

RECITALS

A. The purpose of this Agreement is to comply with the Standards for Privacy of Individually Identifiable Health Information published by the Secretary of the U.S. Department of Health and Human Services (“HHS”) to amend 45 C.F.R. Part 160 and Part 164 (the “Privacy Regulation”) under HIPAA.

B. Company has requested Business Associate to perform certain services for or on behalf of Company as previously contracted with the condition that Business Associate agrees to abide by the requirements set forth in the privacy regulation.

C. This Agreement sets forth the terms and conditions pursuant to which PHI that is provided by, or created or received by, the Business Associate from or on behalf of the Covered Entity will be handled.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

BUSINESS ASSOCIATE RESPONSIBILITIES:

1. Security Policies. Business Associate shall maintain security policies that comply with applicable laws and regulations.
2. Safeguards. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the use or disclosure of PHI otherwise than as permitted by this Agreement provided that such use or disclosure would not violate applicable law or regulation and shall provide Company upon request information concerning such safeguards and shall, upon reasonable request, give access to its facilities used for the maintenance or processing of PHI, for inspection and copying and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining its compliance with this Agreement.
3. Use and Disclosure of PHI. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for or on behalf of Company as specified in the Agreement and this Agreement, provided that such use or disclosure would not violate applicable law. Business Associate shall use PHI only as permitted or required to perform the services set forth in the Agreement or as otherwise required by law. Notwithstanding the foregoing, Business Associate may only use PHI in a manner that would not violate the requirements of applicable law.
4. Training of Staff. Business Associate shall advise and train members of its workforce of their obligations to protect and safeguard PHI and shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in violation of this Agreement.
5. Reporting. Business Associate shall report any use or disclosure of PHI not provided for by this Agreement and its workforce or its agents or contractors of which Business Associate becomes aware. Business Associate shall report the remedial action taken or proposed to be taken with respect to such use or disclosure.
6. Mitigation. Business Associate shall mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this agreement.
7. Access by Individuals. Business Associate shall at the request of Company, and in the time and manner designated by Company make available PHI in a designated record set to Company or as directed to an Individual or his/her personal representative entitled to access and copy the PHI in order to meet the requirement of applicable law and regulations.
8. Correction of PHI. Business Associate shall make any amendment to PHI in a designated record set that Company directs or agrees to at the request of Company or Individual or to his/her personal representative and shall amend and incorporate such amendments or corrections to PHI as required by applicable law.
9. Minimum Necessary. Business Associate warrants that the PHI it discloses, requests and uses is only the minimum amount necessary to carry out the duties and responsibilities contemplated by this Agreement.

10. Accounting of Disclosures. Business Associate shall provide to Company an accounting of disclosures in accordance with applicable law by Business Associate or its employees, agents, representatives or subcontractors as would be required for Company to respond to a request by an Individual for an accounting of disclosures as required by applicable law.
 - (a) Any accounting prepared by Business Associate shall include: (i) the date of disclosure; (ii) name, and address if known of the entity or person who received the PHI; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the Disclosure. The information relating to the accounting of disclosures shall be documented by Business Associate, as identified herein and such records shall be retained by Business Associate for at least six years from the date of the Disclosure.
11. Disclosure of Internal Practices. Business Associate shall make its internal practices, books, and records, including its policies and procedures relating to the use and disclosure of health information received from, or created or received by Business Associate on behalf of Company available to Company, or at the request of Company to the Secretary, in a time and manner designated by the Company for purposes of determining compliance with applicable law.
12. Procedure upon Termination. Upon termination of this Agreement Business Associate shall return or destroy all PHI that it maintains in any form, and shall retain no copies of such information or, if the parties agree that return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.
13. Breach. Without limiting the rights of the parties elsewhere set forth in the Agreement, if Business Associate materially breaches its obligations under this Section, the Company may, at its option: (a) exercise any of its rights of access and inspection; (b) provide an opportunity for Business Associate to cure the breach within 30 days of notice to Business Associate by Company and if the breach is not cured within 30 days terminate the agreement; or (c) immediately and unilaterally terminate this Agreement without penalty or recourse. Company retains the right to report to the Secretary of the United States Department of Health and Human Services any violation or material breach. The remedies under this Section and set forth elsewhere in this Agreement shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

COMPANY'S RESPONSIBILITIES:

14. Notification. Company shall notify Business Associate to the extent it may affect Business Associate's use or disclosure of PHI of:
 - (a) any changes in, or revocation of, permission by individuals to use or disclose PHI;
 - (b) its notice of privacy practices and any limitations; and
 - (c) any restrictions to the use or disclosure of PHI that Company has agreed to in response to an individual's request for restriction.

GENERAL TERMS:

15. Term. The term of this Agreement shall be effective as of the date first referenced in this Agreement and shall terminate when all of PHI provided by Company to Business Associate, or created or received by Business Associate on behalf of Company is destroyed or returned to Company or if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with the termination provisions in this Agreement.
16. Audit. Company shall have the right to audit and monitor all applicable activities and records of the Business Associate to determine compliance with the requirements relating to the creation or use of PHI as it relates to the privacy and security sections of this Agreement.
17. Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Company may, by written notice to the Business Associate amend this Agreement in such manner as it determines necessary to comply with such law or regulation.
18. Survival. The respective rights and obligations of Business Associate shall survive the termination of this Agreement.
19. No Third-Party Beneficiaries. The parties agree that there are no intended third party beneficiaries under this Agreement.
20. De-identified Data Creation. Business Associate is prohibited from converting PHI to de-identified data, unless the Company approves of Business Associate's proposed plan for accomplishing the conversion which meets the requirements of 164.514 of the Code of Federal Regulations.
21. Notices. Any notices to be given hereunder shall be made via U.S. first class mail, or hand delivery to the other party's address.
22. Relationship. This Agreement shall not alter the relationship between the Company and Business Associate and shall not create any additional rights other than those currently in existence as an independent contractor of the Company. There shall be no employment relationship created by the terms of this agreement. Nothing contained herein shall expand the agency relationship or authority as set out in the existing Agreement. Agent/Business Associate's authority is limited to the marketing, processing

and underwriting of new insurance applications. This Agreement does not create any authority in the Agent regarding the processing of claims. The Agent is specifically directed to avoid the receipt of PHI in connection with any claim.

23. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Company to comply with the Privacy Regulation.

DEFINITIONS:

Terms used, but not defined, in this Agreement shall have the same meaning as those terms used in the Privacy Rule promulgated under HIPAA.

Business Associate means the individual licensed and appointed by World pursuant to the Producers Licensing Act to sell or solicit applications for health insurance on behalf of World. This includes any employee or person acting on behalf of said producer.

Company means World Insurance Company which is a Covered Entity under the Privacy Rule.

Designated Record Set means (a) a group of records maintained by or for Company that is 1) medical records and billing records about individuals maintained by or for a covered health care provider; 2) enrollment, payment, claims adjudication and case or medical management record systems maintained by or for a covered health plan or 3) used in whole or in part by or for the covered entity to make decisions about individuals.

Disclose means the release, transfer, and provision of access to or divulging in any other manner of information outside the entity holding the information.

Individual means the person who is the subject of protected health information and shall include a person who qualifies as a personal representative in accordance with the Privacy Regulation.

Privacy Regulation means the Standards for Privacy of Individually Identifiable Health Information at CFR part 160 and part 164, subparts A and E.

Secretary means the Secretary of the Department of Health and Human Services or his designee.

Protected Health Information ("PHI") means individually identifiable information, including demographic information, that (i) relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (ii) identifies the individual or for which there is a reasonable basis for believing that the information can be used to identify the individual; and (iii) is received by Business Associate from or on behalf of Company, or is created by Business Associate for or on behalf of Company, or is made accessible to Business Associate by Company. It does not include educational records covered by the Family Educational Right and Privacy Act and employment records held by Company in our role as employer.

Use means with respect to PHI the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date stated.

BUSINESS ASSOCIATE:

WORLD INSURANCE COMPANY

Date: _____



Agent's Signature: _____

Chairman, President & Chief Executive Officer

Agent's Printed Name: _____

Substitute **Form W-9 Request for Taxpayer Identification Number & Certification** (2007)

We are required by law to obtain this information when making a reportable payment to you. If you do not provide us with this information, your payments may be subject to 28% Federal income tax backup withholding and you may be subject to a \$50 penalty imposed by the Internal Revenue Service under Section 6723.

Complete & return THIS form. DO NOT use or photocopy an old IRS W-9. We must have our 2007 version. Please Print

Part 1

TAXPAYER NAME *To avoid backup withholding, the TAX ID# shown below MUST match the name given in Name Line 1.*

Name Line 1: Reportable Name for IRS 1099 reporting _____

Name Line 2: "Doing Business As," LLC, or continued name _____

Address: Reportable Address for IRS 1099 reporting _____

Street Address or PO Box _____

City _____ Street Abbrev _____ 9-digit ZIP _____

TAX ID NUMBER
 (Provide only one tax ID #) EIN: _____ - _____ - _____ or Social Security # _____ - _____ - _____

If a Limited Liability Company (LLC):

(1) Check here (2) Enter Owner's name in Name Line 1 above. (3) Enter LLC's name in Name Line 2 above, and (4) Check the appropriate tax ID # status box below.

EVERYONE / ALL ENTITIES: Check one box below to show the tax ID # status.

Corporation -- Tax ID # is the Employer's Identification Number (EIN). The legal reportable name is the name on the articles of incorporation. Do not use initials or abbreviations unless the EIN was established with abbreviations.

Partnership -- Tax ID # is the Partnership's Employer Identification Number (EIN). The legal reportable name is the list of the partner names. A partnership might have a "doing business as" trade name which may be shown on Name Line 2.

Sole Proprietor -- Tax ID # is the business owner's Social Security # (SSN) or Employer's Identification Number (EIN). The IRS prefers that you use your SSN. The reportable name is the business owner's name, but a "doing business as" trade name may be shown in Name Line 2.

Individual -- Tax ID # is the individual person's Social Security number. The reportable name is the name shown on their Social Security card.

(Optional) Name & Address, if different from above, to use for remitting payments (not for IRS reporting purposes).

Name (for remitting payments) _____

Address (for remitting payments) Street Address or PO Box _____

City _____ Street Abbrev _____ 9-digit ZIP _____

To Show Additional Names & Addresses for Remitting Payments, Please Attach a List.

- Part 2 Exemption:** If exempt from 1099 reporting, check here , then circle or check mark a reason number below:
1. A Tax Exempt Entity Under 501(a) [includes 501(c)(3)], an IRA, or a custodial account under 403(b)(7) if 401 (f)(2) is satisfied.
 2. The United States or any of its agencies or instrumentalities.
 3. A foreign government or any of its political subdivisions.
 4. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions.
 5. A corporation, but not except are (1) gross proceeds paid to attorneys, or (2) entities providing or billing for medical or health care services.

Part 3 Certification: You must cross out item 2 below if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signature required for interest payments and 1st B-Notice responses to avoid backup withholding: I certify, under penalties of perjury, that:

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

The Internal Revenue Service does not require your consent to any provision of this document other than the certificates required to avoid backup withholding.

Signature of U.S. Person: _____ **Date:** _____

Please complete the following areas so we may contact up if we have difficulties reading or questions regarding the information you provided.

Person completing this form (Print): _____ Phone: (____) _____

E-mail Address: _____ Fax #: (____) _____

U.S. person

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to the IRS form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United State, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships

Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases: (1) The U.S. owner of a disregarded entity and not the entity, (2) The U.S. grantor or other owner of a grantor trust and not the trust, and (3) The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person

If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items: (1) The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien. (2) The treaty article addressing the income. (3) The article number (or location) in the tax treaty that contains the saving clause and its exceptions. (4) The type and amount of income that qualifies for the exemption from tax. (5) Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example: Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W 8.

What is backup withholding?

Persons making certain payments to you must, under certain conditions, withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include: interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester: (1) your reportable name and correct TIN, (2) make the proper certifications, and (3) report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if: (1) You do not furnish your TIN to the requester, or (2) You do not certify your TIN when required, or (3) The IRS tells the requester that you furnished incorrect TIN, or (4) The IRS tells you that you are subject to backup withholding because you did not report all your reportable interest and dividends on your tax return, or (5) You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest & dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. Also see Special rules regarding partnerships above.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment. Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Exempt from Backup Withholding

Generally, individuals (including sole proprietors) are NOT exempt from backup withholding.

If you are exempt from backup withholding, you should: - complete this form to avoid possible erroneous backup withholding. - Enter your name in the taxpayer name area, - check the appropriate Tax ID# Status box, then - check the Exemption box in Part 2 and - circle the exemption reason number, - sign, and - date this form.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under sec. 501(a), any IRA, or a custodial account under sec. 403(b)(7) if the account satisfies the requirements of sec. 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization of any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include: (6) A corporation is usually exempt, but NOT (a) entities providing or billing for medical or health care services or (b) gross proceeds paid to attorneys, (7) A foreign central bank of issue, (8) A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States, (9) A futures commission merchant registered with the Commodity Futures Trading Commission, (10) A real estate investment trust, (11) An entity registered at all times during the tax year under the Investment Company Act of 1940, (12) A common trust fund operated by a bank under section 584(a), (13) A financial institution, (14) A middleman known in the investment community as a nominee or custodian, or (15) A trust exempt from tax under section 664 or described in section 4947.

Privacy Act Notice

Sec. 6109 of the Internal Rev. Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA or HSA. The IRS used the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Dept. of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.