



## AGENT INFORMATION QUESTIONNAIRE

Name: \_\_\_\_\_

T.I.N. # or \_\_\_\_\_  
 Soc. Sec. # \_\_\_\_\_

DATE OF BIRTH \_\_\_\_/\_\_\_\_/\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

RESIDENCE ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE # (BUSINESS) \_\_\_\_\_ FAX # \_\_\_\_\_

HOME # \_\_\_\_\_ EMAIL \_\_\_\_\_

**TO BE COMPLETED BY MANAGING GENERAL AGENT**

GENERAL AGENT <u>Victorson Assoc. Inc.</u> <div style="text-align: center;">print</div>	SIGNATURE _____  DATE _____ CONTRACT LEVEL _____
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**License Information ( Enclose a copy of your current state license )**

- 1) Are you presently licensed for:                      Life                       A&H
- 2) Please list companies you represent or represented within the last (5) years, contact person, and phone number  
 (use separate page if needed)
1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
- 3) May we contact your present employer?                      YES                       NO
- 4) Have you ever pleaded guilty or been found guilty of a felony or a crime?  
 (If yes, please explain)                      YES                       NO
- 5) Have you ever incurred a debit balance with an employer or insurance carrier?  
 (If yes, please explain)                      YES                       NO
- 6) Have you ever had your insurance or securities license suspended or revoked?  
 (If yes, please explain)                      YES                       NO

I understand American Progressive Life & Health Insurance Company of New York will conduct an investigation of my background. PUBLIC LAW 91-508 requires that we advise you that a routine inquiry may be made during our initial or subsequent processing which will provide applicable information pertaining to character, general reputation, personal characteristics and mode of living. Upon written request, additional information as to the nature and scope of the inquiry, if one is made, will be provided.

Signature \_\_\_\_\_

Date \_\_\_\_\_

I have answered the questions contained on this profile sheet to the best of my knowledge and have read and agree to comply with the Market Conduct Guidelines set forth by American Progressive Life & Health Insurance Company of New York.

**After completion, please return to:**

Your General Agent

**Home Office Use Only:**

- Business Information Group
- Approved
- Pending

## UNIVERSAL AMERICAN FINANCIAL CORP.

Subsidiary insurance companies: American Exchange Life Insurance Company, American Pioneer Life Insurance Company, American Progressive Life and Health Insurance Company of New York, Constitution Life Insurance Company, Marquette National Life Insurance Company, Peninsular Life Insurance Company, Pennsylvania Life Insurance Company, and Union Bankers Insurance Company

### HIPAA BUSINESS ASSOCIATE ADDENDUM AND PRIVACY NOTICE

#### I. GENERAL PROVISIONS

**Section 1. Effect.** The terms and provisions of this Notice are incorporated in and shall supersede any conflicting or inconsistent terms and provisions of the Agreement to which this Notice is attached, including all exhibits or other attachments thereto and all documents incorporated therein by reference (this "Agreement"), effective as of April 14, 2003. **[To comply with the Privacy Standards of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the standards set forth at 45 C.F.R. parts 142, 160, 162, and 164.]** Any ambiguity in this Notice shall be resolved to permit the Company to comply with the Privacy Standards.

**Section 2. Amendment.** Agent and the Company agree to amend this Notice to the extent necessary to allow either Agent or the Company to comply with the Privacy Standards (45 C.F.R. Parts 160 and 164), the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 162) and the Security Standards (45 C.F.R. Part 142) (collectively, the "Standards") promulgated or to be promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and other applicable federal or state regulations or statutes. Agent and the Company will fully comply with all applicable Standards and other applicable federal or state regulations or statutes and will amend this Notice to incorporate any material required by the Standards, such regulations or statutes.

**Section 3. Definitions.** Capitalized terms used herein without definition shall have the respective meanings assigned to such terms in Part IV of this Notice.

#### II. OBLIGATIONS OF AGENT

**Section 1. Use and Disclosure of Protected Health Information.** Agent may use and disclose Protected Health Information only as required to satisfy its obligations under this Agreement, as permitted herein, or as required by law, but shall not otherwise use or disclose any Protected Health Information. Agent shall not, and shall ensure that its directors, officers, employees, contractors and agents do not, use or disclose Protected Health Information in any manner that would constitute a violation of the Privacy Standards if done by the Company, except that Agent may use Protected Health Information if necessary (i) for the proper management and administration of Agent, (ii) to carry out the legal responsibilities of Agent or (iii) to provide Data Aggregation services relating to the health care operations of the Company. Agent hereby acknowledges that, as between Agent and the Company, all Protected Health Information shall be and remain solely the property of the Company, including any and all forms thereof developed by Agent in the course of fulfilling its obligations pursuant to this Agreement. Agent further represents that, to the extent Agent requests the Company to disclose Protected Health Information to Agent, such request is only for the minimum Protected Health Information necessary for the accomplishment of Agent's purpose.

**Section 2. Safeguards Against Misuse of Information.** Agent agrees that he will use all appropriate safeguards to prevent the use or disclosure of Protected Health Information other than pursuant to the terms and conditions of this Notice.

**Section 3. Agent's Duty to Mitigate.** Agent agrees to mitigate to the extent practicable any harmful effect that is known to Agent of a use or disclosure of Protected Health Information by Agent in violation of this Notice.

**Section 4. Reporting of Violations.** Agent shall, within thirty (30) days of becoming aware of any use or disclosure of Protected Health Information not provided for by this Notice by Agent or any of its officers, directors, employees, contractors or agents, report such use or disclosure to the Company.

**Section 5. Agreements by Third Parties.** Agent shall enter into and maintain an agreement with each agent and subcontractor that has or will have access to Protected Health Information under which the agent or subcontractor is legally bound by the same restrictions with respect to Protected Health Information that apply to Agent pursuant to this Notice.

**Section 6. Access to Information.** Within ten (10) days of a request by the Company for access to Protected Health Information about an individual contained in a Designated Record Set, Agent shall make available to the Company or, as directed by the Company, to the individual such Protected Health Information. In the event any individual requests access to his or her Protected Health Information directly from Agent, Agent shall within two (2) days forward such request to the Company. Any denials of access to the Protected Health Information requested shall be the responsibility of the Company.

**Section 7. Availability of Protected Health Information for Amendment.** Within thirty (30) days of receipt of a request from the Company for the amendment of an individual's Protected Health Information or a record regarding an individual contained in a Designated Record Set, Agent shall provide such information to the Company for amendment and incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. §164.526. Any denials of requested amendments shall be the responsibility of the Company.

**Section 8. Documentation of Disclosures.** Agent agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required of the Company to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

**Section 9. Accounting of Disclosures.** Within thirty (30) days of receipt of notice from the Company that it has received a request for an accounting of disclosures of Protected Health Information, other than disclosures excepted under 45 C.F.R. §164.528(a), Agent shall provide to the Company the information in Agent's possession that is required for the Company to make the accounting required by 45 C.F.R. §164.528(b) and (c). At a minimum, Agent shall provide the Company with the following information for each disclosure: (i) the date of the disclosure, (ii) the name of the entity or person who received the Protected Health Information and, if known, the address of such entity or person, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event an individual's request for an accounting is delivered directly to Agent, Agent shall within two (2) days forward such request to the Company. Agent hereby agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this section.

**Section 10. Availability of Books and Records.** Agent hereby agrees to make its internal practices, books and records including policies and procedures relating to the use and disclosure of Protected Health Information available for purposes of determining the Company's compliance with the Privacy Standards.

**Section 11. Indemnification.** Agent hereby agrees to indemnify and hold the Company, its employees, officers and directors harmless from and against any and all liability, payment, loss, cost, expense (including reasonable attorneys' fees and costs), or penalty incurred by Company, its employees, officers or directors in connection with any claim, suit, or action asserted against such entity or person resulting from the failure to fulfill any obligation of this Notice by Agent, its agents or subcontractors.

**Section 12. Insurance.** The Company encourages agent to obtain and maintain during the term of this Agreement liability insurance covering claims based on a violation of the Standards or any applicable state law or regulation concerning the privacy of health information and claims based on Agent's responsibilities pursuant to Section 9 of Part II of this Notice in an amount not less than an amount sufficient to indemnify the Company in the event of a breach. Such insurance should name the Company as an additional named insured.

**Section 13. Notice of Request for Data.** Agent agrees to notify the Company within five (5) business days of Agent's receipt of any request, subpoena, or judicial or administrative order to disclose Protected Health Information. To the extent that the Company decides to assume responsibility for challenging the validity of such request, subpoena or order, Agent agrees to cooperate fully with the Company in such challenge.

**Section 14. Injunction.** Agent hereby agrees that the Company will suffer irreparable damage upon Agent's breach of its obligations under this Notice and that such damages shall be difficult to quantify. Agent hereby agrees that the Company may file, and Agent will not contest, an action for an injunction to enforce the terms of this Notice against Agent, in addition to any other remedy the Company may have.

### III. TERMINATION OF AGREEMENT WITH AGENT

**Section 1. Termination Upon Breach of Provisions Applicable to Protected Health Information.** Any other provision of this Agreement notwithstanding, this Agreement may be terminated by the Company upon five (5) business days prior written notice to Agent in the event that Agent materially breaches any obligation of this Notice and fails to cure the breach within such five (5) day period; provided, however, that in the event that termination of this Agreement is not feasible, in the Company's sole discretion, Agent hereby acknowledges that the Company shall have the right to report the breach to the Secretary.

**Section 2. Return or Destruction of Protected Health Information upon Termination.** Upon termination of this Agreement, Agent shall either return to the Company or destroy all Protected Health Information which Agent then maintains in any form. Agent shall not retain any copies of the Protected Health Information. Notwithstanding the foregoing, to the extent that the Company agrees that it is not feasible for Agent to return or destroy any Protected Health Information, the provisions of this Notice shall survive termination of this Agreement and Agent shall limit any further uses and disclosures of such Protected Health Information to the purpose or purposes which make the return or destruction of such Protected Health Information infeasible.

**Section 3. The Company's Right of Cure.** The Company shall have the right to cure, at the expense of Agent, any breach of Agent's obligations under this Notice. The Company shall give Agent notice of its election to cure any such breach and Agent shall cooperate fully in the efforts by the Company to cure Agent's breach. Agent shall pay for such services of the Company within thirty (30) days of receipt of the Company's request for payment.



# HIPAA ACKNOWLEDGEMENT FORM

Please sign this form and return it to Marketing Department, American Progressive Life & Health Insurance Company of New York in the enclosed preaddressed postage-paid return envelope.

**I acknowledge receipt and understanding of the HIPAA Business Associate Addendum and Privacy Notice and agree to be bound thereby.**

AGENT:

By: ~~\_\_\_\_\_~~ \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

For your convenience we have enclosed a preaddressed postage paid return envelope.





# License Agreement

AN AGREEMENT BETWEEN American Progressive Life & Health Insurance Company (The Company) and

(AGENT – PLEASE PRINT)

You are requested to make application to the Department of Insurance of my State for the issuance of an insurance agent's license authorizing me to solicit applications on behalf of the Company.

I hereby agree that your consent to the issuance of such license is subject to, and I hereby agree to be bound by, each and all of the following conditions:

- (1) That I shall be an agent assigned to, and under the jurisdiction of my General Agent, indicated below; and
- (2) That the Company has no obligation to me for commissions, expense allowances or any form of compensation whatsoever in connection with the services performed and expenses incurred by me in the solicitation of applications for insurance issued by the Company. It is expressly understood that I am under direct contract with my General Agent, who has agreed to compensate me for such services; and
- (3) That I have no contractual relationship with the Company and that I am not, and shall refrain from portraying myself as an employee, partner, joint venturer or associate for the Company; and
- (4) That I shall comply with the rules, regulations and rate books of the Company, the laws of my State or States in which I am licensed, and the regulations of the Department of Insurance relating to my activities in the solicitations of insurance; and
- (5) That I shall not alter, modify, waive or change any of the terms, rates or conditions of any advertisements, receipts, policies or contracts of the Company in any respect; and
- (6) That I shall promptly remit to my General Agent, or the Company any and all monies or securities received by me on behalf of the Company, full or partial payment of first year or renewal premiums, or any other item whatsoever; and
- (7) That I shall not obligate the Company or incur expense in its behalf in any manner whatsoever; and
- (8) That the Company may, without liability to me whatsoever, upon request of my General Agent or upon its own initiative, cancel my license at any time.

I request an Agent's Insurance License for the State of \_\_\_\_\_

This Agreement, effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

*[Handwritten Signature]*

SIGNATURE OF AGENT

LICENSEE AMERICAN PROGRESSIVE NUMBER

This applicant is recommended for appointment as an agent assigned to my jurisdiction, subject to the terms of my Agent's contract with the Company and this Agreement.

SIGNATURE OF GENERAL AGENT

*11. 2157 267*  
FEDERAL TAX ID #

*VICTORSON ASSOCIATES, INC.*

GENERAL AGENT – PLEASE PRINT

AMERICAN PROGRESSIVE AGENT NUMBER

The Company approves the above agreement subject to all of the provisions herein.

BY: \_\_\_\_\_  
AUTHORIZED HOME OFFICE SIGNATURE

Return To Company