PHP

Contracting for an
Individual Broker

# Thank you for working with PHP!

Attached you will find the documents necessary for you to become contracted with Physicians Health Plan of Northern Indiana, Inc. (PHPNI). Please complete the following:

- Sign and date both the **Brokerage Agreement** and the **Business Associate and Confidentiality Agreement** (BAA). You may return this form by email. The originals will not be required.
- An executed copy of the agreements will be returned for your records.
- Complete the W-9 Form exactly as you would submit your taxes. Commission checks and 1099 Forms will be generated as the name appears on the W-9 Form.
- Attach a photocopy of your **current insurance license.**
- Complete the **Supplier Payment Information form** and return this form along with a **VOIDED** check, **OR** a notarized letter on bank letterhead.

  **The letter must include:**

  - The account holder name
  - Bank name
  - Routing Number
  - Account number
- Please Note: You do not have to be contracted with PHP to quote our products. You may get contracted at the time of your first sale.

We look forward to working with you. Any questions can be directed to PHP Sales at the email listed below:

Regards,
PHP Sales

**Email: sales@phpni.com**



PHP | 1700 Magnavox Way, Suite 201 | Fort Wayne, IN 46804
Phone: 260-432-6690 | Toll Free: 800-982-6257 | Fax: 260-436-6347 | phpni.com

# Individual Brokerage Agreement

THIS AGREEMENT is made as of this _____ day of _____, 20___, between Physicians Health Plan of Northern Indiana, Inc., a health maintenance organization, PHP Management Systems, Inc. or PHP Insurance Company, Inc. (collectively "PHP"), and _____ ("Broker").

WHEREAS, PHP is organized and operated as a health maintenance organization to arrange for the delivery of health care services to persons covered by PHP's welfare benefit group health and individual health contracts; and

WHEREAS, PHP is a "Covered Entity" or, in the alternative, an organized health care arrangement with the group health plan as those terms are used in the Health Insurance Portability and Accountability Act of 1996, the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Health Information, 45 C.F.R. Part 164, Subparts C and E; and the HITECH Act provisions of the American Recovery and Reinvestment Act of 2009, Public Law No. 111-005, Title XIII, Subpart D; and

WHEREAS, PHP is organized and operated as a not-for-profit corporation licensed in the State of Indiana and Ohio; and

WHEREAS, Broker is a duly licensed insurance broker qualified to solicit enrollment of persons in PHP's welfare benefit health contracts; and

WHEREAS, PHP and Broker desire to contract with each other to arrange for PHP's welfare benefit health contracts and to address Broker's obligations as a "Business Associate" under the same laws identified above with respect to any Protected Health Information Broker creates or obtains from or on behalf of PHP in connection with Broker's services under this Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants of this Agreement, PHP and Broker agree as follows:

## Section I

### DEFINITIONS

For the purposes of this Agreement:

**"Broker"** means the properly licensed individual that is contracting with PHP under this Agreement.

**"Broker Commission Category" -** Broker will be assigned periodically, as solely determined by PHP, to a certain Broker Commission Category (commission level), which shall include the categories called Preferred, Supreme or Premier level. Category levels will be determined solely by PHP upon various characteristics, which may include but are not limited to items such as the size of Broker's existing customer block, Broker's annual new sales volume, Broker's utilization of automated quoting tools provided by PHP, etc.

**"Broker of Record"** means the Broker which an Enrolling Unit or individual health contract Subscriber designates in writing as eligible for Commissions for that particular Enrolling Unit or individual health contract.

**"Calendar Year"** means January 1 through December 31 of any given year.

**"Commissions"** means the payments due Broker by PHP for the services performed by Broker under this Agreement. Appendix A sets forth the commission schedule for Broker's soliciting enrollment in Welfare Benefit

Contracts and providing services to the Enrolling Units or individual health contract Subscribers holding Welfare Benefit Contracts.

**"Contract Year"** means the twelve-month period starting on the effective date of the Welfare Benefit Contract.

**"Defined Service Area"** means the geographic area in which Broker may solicit enrollment of Enrolling Units or individual health contract Subscribers under this Agreement which shall be limited to the counties in which PHP and Broker are licensed to operate.

**"Enrolling Unit"** means an employer group solicited under this Agreement which:

1) is located in the Defined Service Area;
2) has at least 2 employees eligible for group health benefits; and
3) is approved by PHP and accepted for enrollment under a Welfare Benefit Contract.

**"HITECH"** or the **"HITECH Act"** means Subtitle D of Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law No. 111-005, known as The Health Information Technology for Economic and Clinical Health Act, including its implementing regulations.

**"Individual"** means the same as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

**"Limited Data Set"** means the same as the term "limited data set" in 45 CFR § 164.514(e)(2).

**"Minimum Necessary"** means (1) use, disclosure or request of a Limited Data Set as defined herein to the extent practicable or, if needed by such entity, to the minimum necessary to accomplish the intended purpose of the use, disclosure or request. (2) On and after the effective date on which the Secretary of the Department of Health and Human Services ("HHS") issues guidance as required by Section 13405 of HITECH on what constitutes "minimum necessary," "Minimum Necessary" shall have the meaning or otherwise be determined as set forth in such guidance and the definition set forth in (1) hereof shall no longer apply.

**"Privacy Incident"** means any use or disclosure of Protected Health Information that is not permitted by this Agreement or that is in violation of the Privacy Rule and shall include a breach of Protected Health Information as the term "breach" is defined in 45 CFR § 164.402.

**"Privacy Rule"** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

**"Protected Health Information"** means the same as the term "protected health information" in 45 CFR §160.103, limited to the information created or received by Broker from or on behalf of PHP.

**"Required By Law"** means the same as the term "required by law" in 45 CFR § 164.103 when referring to the use or disclosure of Protected Health Information or obligations and requirements relating to Protected Health Information.

**"Security Incident"** means the same as the term "security incident" in 45 CFR § 164.304, including any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

**"Security Rule"** means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subpart C.

**"Subscriber"** means a person enrolled for coverage under the Enrolling Unit's Welfare Benefit Contract or covered under an individual health contract. The term "Subscriber" does not include Enrolled Dependents.

**"Welfare Benefit Contracts"** means fully-insured contracts and level payment, self-funded health contracts approved by PHP to be marketed to Enrolling Units or individual contract Subscribers under this Agreement at rates established by PHP.

## Section II

### AUTHORITY OF BROKER

A. **Authority of Broker.** Broker is hereby appointed as PHP's broker, and Broker is authorized:
   1. To solicit employer or other groups to purchase Welfare Benefit Contracts under this Agreement.
   2. To solicit individuals to purchase individual Welfare Benefit Contracts under this Agreement.
   3. To collect initial premium payments or other monies under Welfare Benefit Contracts.

B. **Duties of Broker.** In accepting this appointment, Broker has the authority and agrees:
   1. To conduct all of its activities under this Agreement in compliance with applicable law.
   2. To have and maintain all necessary licenses to perform its obligations under this Agreement. Broker shall provide copies of such licenses to PHP at PHP's request.
   3. To hold in trust as property of PHP all premiums and other monies collected or received by the Broker on behalf of PHP. Broker shall remit all applications, premiums, or other monies immediately to PHP.
   4. To be responsible for and pay all expenses and fees that Broker incurs while carrying out the terms of this Agreement.
   5. To deliver to PHP evidence of any claims for benefits under the Welfare Benefit Contracts immediately upon receipt.
   6. To complete initial and ongoing training with PHP to ensure compliance by Broker with PHP marketing, enrollment, and participation policies. Such training shall include, but not be limited to, open enrollment training, sales call training, routine evaluation of Broker's performance under this Agreement and such other training as may be required by PHP from time to time.
   7. To promptly notify PHP, in writing, of any pending litigation, threatened litigation, complaint or grievance, or any inquiry or investigation from any consumer, consumer representative, Enrolling Unit, individual health contract Subscriber, federal, state, or local governmental agency, or any industry or self regulatory organization, or any other source, regarding Welfare Benefit Contracts or the conduct of Broker under this Agreement. Broker agrees to promptly furnish all written materials requested by PHP in connection with any such matter and to cooperate with PHP in its investigation and defense regarding any such matter.

C. **Limitations on Authority.** The authority granted to the Broker under this Agreement shall be limited to the authority necessary for the Broker to perform its obligations under this Agreement. The Broker shall not have the authority to:
   1. Adjust or settle any claim under any Welfare Benefit Contract, or make any promise or representation to any person in connection with any claim under a Welfare Benefit Contract.
   2. Incur any obligation, debt or liability on behalf of PHP or bind coverage under any Welfare Benefit Contract;
   3. Waive any claims that PHP may have against a third party;
   4. Accept on behalf of PHP any fees or premiums for any Welfare Benefit Contract other than the initial premium paid at the time the Broker solicits enrollment or participation; or
   5. Disclose any "NonPublic Personal Information," as defined in 760 Indiana Administrative Code 1-67 et seq., and Ohio Administrative Code 1347.15., other than to carry out the purposes for which Broker collected the NonPublic Personal Information or for which PHP disclosed the NonPublic Personal

Information under the Agreement. Notwithstanding the foregoing, the Broker may disclose such NonPublic Personal Information if so required under applicable law.

## Section III

### SOLICITATION OF ENROLLING UNITS AND SUBSCRIBERS

A. **Solicitation of Enrolling Units and Individual Health Contract Subscribers.** Broker shall use its best efforts to solicit enrollment of prospective Enrolling Units and individual health contract Subscribers.

B. **Proposals.** Broker shall submit to prospective Enrolling Units and to prospective individual health contract Subscribers proposal letters in a form and upon such terms as are approved in advance by PHP. No term of such proposal, including premium amounts, may be altered except upon the prior written approval of PHP.

C. **Application for Enrollment or Participation.** Broker shall accurately and completely record information required by PHP for enrollment or participation under a Welfare Benefit Contract, and shall comply with applicable policies and procedures as established by PHP from time to time. PHP may also adjust the minimum Enrolling Unit size it will accept for enrollment. Any such adjustment shall be communicated to Broker on a timely basis.

D. **Acceptance for Enrollment.** PHP shall have the right to accept or reject any prospective Enrolling Unit or prospective individual health contract Subscriber submitted by Broker for enrollment. In no event shall any prospective Enrolling Unit or prospective individual health contract Subscriber be eligible to receive services under a Welfare Benefit Contract, unless and until accepted by PHP with such effective date as determined by PHP.

E. **Servicing of Enrolling Units and Individual Health Contract Subscribers.** Broker shall be responsible for the delivery and explanation of initial administrative forms, such as billing and enrollment materials, and any subsequent renewal forms, as approved in advance by PHP. Broker may be required by PHP to deliver the Welfare Benefit Contract to Enrolling Units or to the individual health contract Subscriber. Broker shall cooperate in obtaining the required signature of the Enrolling Unit or individual health contract Subscriber and return signed forms to PHP. Broker is also responsible for each renewal presentation to Enrolling Units, as approved in advance by PHP.

F. **Compensation for Services Rendered.**
1. For Enrolling Units and individual health contract Subscribers solicited by Broker and approved for enrollment by PHP during the term of this Agreement, Broker shall be compensated pursuant to the commission schedule in Appendix A, as amended from time to time by PHP.
2. Broker shall be compensated for an Enrolling Unit's first Contract Year and for subsequent Contract Years through termination of this Agreement or of the Enrolling Unit.
3. Broker shall be compensated for an individual health contract Subscriber's first Contract Year and for subsequent Contract Years through termination of this Agreement or of the individual health contract.
4. In the event of a Contract Year change, PHP may adjust compensation from that set forth in Appendix A such that Broker receives compensation equivalent to amount Broker would have received had such change in Contract Year not taken place.
5. Broker shall be compensated only if the Broker continues to be recognized by the Enrolling Unit or individual health contract Subscriber as the Broker of Record. In the event that an Enrolling Unit or individual health contract Subscriber replaces the Broker of Record, the newly appointed Broker of Record is entitled to Commissions as set forth in Appendix A at the point in scale of the commission schedule in force when the replacement occurred. If a Broker of Record is designated for an Enrolling Unit or individual health contract Subscriber and previously there was no Broker of Record, the newly appointed

Broker of Record will not be entitled to Commissions until the Enrolling Unit's next renewal or the individual health contract Subscriber's next renewal provided Commissions were factored into such renewal.

6. For an Enrolling Unit to be included as an Enrolling Unit for purposes of compensation under this Agreement, the Enrolling Unit must pay its premiums on a timely basis.
7. For an individual health contract to be included as an individual health contract for the purposes of compensation under this Agreement, the individual health contract Subscriber must pay premiums on a timely basis.
8. Commissions will be paid on total premium received. Commissions will be paid without regard to Retroactive Premium Agreements, Contract Charge Refund Agreements or any like agreements.
9. No amounts shall be payable hereunder in excess of any maximum allowed by applicable law.
10. PHP shall make an appropriate adjustment to compensation upon discovery of a clerical error. This includes PHP's right to collect reimbursement from Broker for any overpayment. However, no such adjustment shall be made beyond fifteen (15) months after the date PHP was notified of such clerical error. Broker shall reimburse PHP for collection agency and legal fees, if any, incurred by PHP to obtain reimbursement.

G. **Marketing Materials.** Broker shall obtain from PHP, upon request by Broker, such marketing and enrollment materials as are necessary for solicitation of enrollment under this Agreement by Broker.

H. **Use of Information.** Broker shall not use any marketing materials or other information regarding PHP for the competitive advantage of any health benefits competitor of PHP. All such materials provided to Broker shall be immediately returned to PHP upon termination of this Agreement.

I. **Records.** Broker shall maintain records related to the enrollment of Enrolling Units and to the enrollment of individual health contract Subscribers under this Agreement, and, PHP shall, upon reasonable notice and demand, have access during regular business hours to any such records maintained by Broker. Such records shall be maintained during the term of this Agreement and for at least two (2) years after termination of this Agreement.

J. Compliance with State Law. Broker will comply with applicable State law.

## Section IV

### TERMS AND CONDITIONS GOVERNING RELATIONSHIP BETWEEN PARTIES

A. **Independent Contractors.** Broker shall remain at all times an independent contractor and not an employee of PHP. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any other relationship between the parties. No agent or employee of PHP or Broker shall be construed or deemed to be an agent or employee of the other party.

B. **Indemnification and Hold Harmless by Broker.** Broker shall defend, hold harmless and indemnify PHP against any and all claims, liabilities, damages or judgments, including reasonable attorneys' fees, asserted against, imposed upon and/or incurred by PHP that arise out of Broker's breach of the terms of this Agreement or the negligent, reckless or intentional acts, omissions, misrepresentations or non-permitted or violating use or disclosure of Protected Health Information by Broker or other persons within Broker's control or supervision, or the Broker's breach of the terms of this Agreement. Notwithstanding the foregoing, PHP shall not be indemnified for claims, liabilities, damages or judgments caused by its own gross or intentional misconduct. This provision shall survive termination of the Agreement.

C. **Indemnification and Hold Harmless by PHP.** PHP shall defend, hold harmless and indemnify Broker against any and all claims, liabilities, damages or judgments, including reasonable attorneys' fees, asserted against,

imposed upon and/or incurred by Broker that arise out of the negligent, reckless or intentional acts, omissions or misrepresentations by PHP, or PHP's breach of the terms of this Agreement. Notwithstanding the foregoing, Broker shall not be indemnified for claims, liabilities, damages or judgments caused by its own gross or intentional misconduct. This provision shall survive termination of the Agreement.

D. **Liability Insurance.** Broker shall procure and maintain, on behalf of Broker, errors and omissions and/or professional liability insurance coverage satisfactory to PHP. Upon request by PHP, Broker shall provide evidence of such insurance coverage. Broker shall notify PHP in writing within thirty (30) days of any material changes in the errors and omissions and/or professional liability coverage of Broker.

## Section V

### RESOLUTION OF DISPUTES

A. **Disputes.** For the purposes of this section, "Dispute" means any dispute or claim between PHP and Broker arising out of or related to the interpretation or application of this Agreement or breach thereof.

B. **Negotiation and Arbitration of Disputes.** Resolution of any Dispute shall be subject to good faith negotiation between the parties. The complaining party shall notify the other party in writing of such Dispute and the parties shall attempt to resolve the Dispute within ninety (90) days of the date of such notice, or within such time as is mutually agreed upon by the parties in writing. In the event the Dispute is not resolved within such time period, it shall be submitted to arbitration in writing by the originating party within fifteen (15) days of the termination of the negotiations as provided above pursuant to the Commercial Arbitration Rules of the American Arbitration Association, except that the arbitrator(s) shall be required to issue written findings of fact and conclusions of law in conjunction with any award and the conclusions of law may be reviewed de novo if the award is challenged in a subsequent judicial proceeding. This provision shall survive termination of this Agreement. Any arbitration shall be held in Fort Wayne, Indiana.

## Section VI

### TERM AND TERMINATION

A. **Term.** The term of this Agreement shall commence on the date first specified above and shall continue in effect through the remainder of the Calendar Year and for each Calendar Year thereafter until such time as this Agreement is terminated by either party as provided for in Section VI. B. hereof.

B. **Termination.** Either party may terminate this Agreement, without cause, upon sixty (60) days prior written notice to the other party. PHP may terminate this Agreement, with cause, immediately upon written notice to Broker. Termination of this Agreement shall be subject to the following provisions:
   1. In the event this Agreement is terminated by PHP or Broker without cause, PHP shall pay Broker Commissions as provided in Appendix A, as applicable, until Broker is no longer Broker of Record with the Enrolling Unit or with the individual health contract Subscriber.
   2. In the event this Agreement is terminated by PHP, with cause, no Broker Commissions shall be payable to Broker by PHP following the date of such termination. For the purposes of this Agreement "with cause" shall result if:
      a. Broker defaults under any material term of this Agreement (not including a breach of a material term involving Broker's obligations and restrictions relating to Protected Health Information which shall be governed by Section VI.B.2.f. below) and fails to correct such default within forty-five (45) days after receipt of written notice from PHP specifying the precise nature of such default;

b. Broker commits a fraudulent, dishonest, or illegal act adversely affecting PHP, an Enrolling Unit, or an individual health contract Subscriber;
c. Broker withholds or misappropriates funds of PHP, a prospective Enrolling Unit, a prospective individual health contract Subscriber, an Enrolling Unit or an individual health contract Subscriber;
d. Broker fails to remain duly licensed pursuant to applicable law; or
e. Broker is suspended or disciplined by any state or federal regulatory authority, or is reprimanded in any way in connection with performance of its duties as a broker.
f. Broker has breached a material term of this Agreement concerning Broker's obligations, restrictions and requirements relating to Protected Health Information and, in PHP's sole discretion, cure is not possible or Broker failed to cure the breach within the time permitted by PHP to cure such breach.

3. This Agreement terminates automatically and immediately, with no further compensation to Broker, in the event:
   a. Any license or registration that Broker is required to maintain under the terms of this Agreement is cancelled or not renewed; or
   b. Broker is dissolved or terminated.

C. **Obligations upon Termination.**

1. Return or Destruction. Upon termination of the Agreement for any reason, Broker will, if feasible, return to PHP or destroy all Protected Health Information, in whatever form or medium (including in any electronic medium under Broker's custody or control), that Broker created or received for or from PHP, including all copies of and any data or compilations derived from and allowing identification of any Individual. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Broker. Broker will complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of the Agreement.
2. Return or Destruction Infeasible. Broker will identify any Protected Health Information that Broker created or received for or from PHP that cannot feasibly be returned to PHP or destroyed, and will limit its further use or disclosure of that Protected Health Information to those purposes that make return or destruction of that Protected Health Information infeasible, for so long as Broker maintains such Protected Health Information.
3. Certification. Following any termination of the Agreement and within 30 days of its receipt of a written demand therefore from PHP, Broker will certify in writing to PHP that such return or destruction has been completed, will deliver to PHP the identification of any Protected Health Information for which return or destruction is infeasible, and for that Protected Health Information, will certify that it will only use or disclose such Protected Health Information for those purposes that make return or destruction infeasible, for so long as Broker maintains such Protected Health Information.
4. Continuing Privacy and Security Obligation. Broker's obligation to maintain the confidentiality, privacy, and security of any Protected Health Information it created or received for or from PHP will be continuous and, with respect to any such Protected Health Information it retains following such event, will survive termination, cancellation, expiration, or other conclusion of the Agreement.

[Remainder of this page intentionally left blank]

## Section VII

**MISCELLANEOUS PROVISIONS**

A. **Notice.** Any notice required or permitted to be given by either party under this Agreement shall be sufficient if it is in writing and hand delivered (including delivery by courier) or sent by US Mail, First Class, as follows:

1. If to PHP:

Ross E. Hensley
Market Leader and Chief Sales Officer
**PHYSICIANS HEALTH PLAN**
1700 Magnavox Way, Suite 201
Fort Wayne, IN 46804
Phone: 260-432-6690

2. If to the Broker:

Name: _____
Firm: _____
Address: _____
_____
Bus. Phone: _____

B. **Entire Agreement.** This Agreement, including all appendices, constitutes the entire agreement between the parties, superseding all prior agreements, understanding and representations. No alteration of this Agreement or waiver of its provision shall be valid unless approved in writing in advance by PHP.

C. **Amendment.** Any amendment to this Agreement proposed by PHP at least sixty (60) days prior to the effective date of such amendment, or any amendment to any Appendix of this Agreement proposed by PHP at least thirty (30) days prior to the effective date of such amendment, shall be deemed adopted unless this Agreement is earlier terminated as provided for in Section VI. B. No oral representations or promises shall be binding on either party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for PHP to comply with the requirements of the Privacy Rule, the Security Rule, the HITECH Act and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

D. **Interpretation.** Any ambiguity in the terms of this Agreement shall be resolved to permit PHP to comply with the Privacy Rule, Security Rule and HITECH Act.

E. **No Third-Party Beneficiary.** The provisions and covenants set forth in this Agreement are expressly entered into only by and between Broker and PHP and are intended only for their benefit. Neither Broker nor PHP intends to create or establish any third-party beneficiary status or right to enforce or enjoy any benefit created or established by the provisions and covenants in this Agreement.

F. **Assignment.** PHP shall have the right to assign any or all of its rights and responsibilities under this Agreement to any entity that controls, is controlled or managed by, or is under common control with PHP as appropriate. Broker shall not have the right to assign any or all of its rights and responsibilities under this Agreement.

G. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

H. **Waiver.** If a party to this Agreement waives any provision of this Agreement, the waiver shall apply only to that provision, and not to any other provision(s) of this Agreement. No waiver shall be effective unless it is in writing and signed by a duly authorized officer of the party.

I. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or unenforceability of any other provision.

J. **Prior Business Associate Agreement.** This Agreement shall replace and supersede any prior business associate agreement between the parties, including amendments thereto, in effect between the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date and year first written.

| | | | |
|---|---|---|---|
| PHP: | Physicians Health Plan of Northern Indiana, Inc. | Broker: | |
| By: | | Signature: | |
| Title: | Market Leader and Chief Sales Officer | Title: | |
| Date: | | Social Security ID # | |
| | | Date: | |

Physicians Health Plan of Northern Indiana, Inc.
1700 Magnavox Way, Suite 201
Fort Wayne, Indiana 46804
(260) 432-6690 or (800) 982-6257, Fax: (260) 436-6347
email: sales@phpni.com

# Appendix A
# Commission Schedules for Welfare Benefit Contracts

**Section I**

Unless otherwise set forth in this Appendix, capitalized terms shall have the same definitions and meaning as set forth in the Brokerage Agreement, as amended from time to time, which are hereby incorporated by reference. In the event of a conflict, this Appendix shall control and supersede the terms of the Brokerage Agreement.

**Section II**

**BROKER COMMISSION LEVELS AND PAYMENTS**

A. COMMISSION SCHEDULES

1***) Commission Schedule*** for an Enrolling Unit defined as a "large group" by the Indiana Department of Insurance if the company is domiciled in Indiana, and Ohio Department of Insurance if the company is domiciled in Ohio (Ohio Bulletin 2017.02) entering into a fully insured contract:

| | Broker Commission Category | | |
|---|---|---|---|
| Number of Subscribers | Preferred | Supreme | Premier |
| First 2 – 30 Subscribers | $28 | $30 | $33 |
| Next 31 – 50 Subscribers | $32 | $35 | $38 |
| Next 51 – 99 Subscribers | $25 | $29 | $32 |
| Additional Subscribers | $3 | $4 | $4 |

(all amounts shown are Per Subscriber Per Month)

Further, for an Enrolling Unit with 100 or more Subscribers, PHP will quote such groups net of Broker Commissions and further requires that Broker's Commissions shall be disclosed and agreed to by the Enrolling Unit such that Broker Commissions for an Enrolling Unit with 100 or more Subscribers shall not be included in the group's quoted net premium rates from PHP. Accordingly, upon proper confirmation of prior notice and approval by the Enrolling Unit, PHP shall add an agreed upon fee onto the Enrolling Unit's net PHP premium rates (to be called "Total Billed Amount") on behalf of Broker; PHP shall then bill Broker's Commissions as a pass through to the Enrolling Unit, collect and remit said fee monthly to the Broker and issue any IRS Form 1099 as needed on an annual basis to the broker on behalf of the Enrolling Unit under the Enrolling Unit's TIN. PHP shall not be responsible for or assume any liability or obligation to pay such Broker Commissions should Enrolling Unit not provide payment in full for Broker Commissions to PHP or if Enrolling Unit defaults in any method on any month's commission or premium payments.

2***) Commission Schedule*** for an Enrolling Unit defined as a "small employer" by the Indiana and Ohio Department of Insurance entering into a fully insured contract:

| | Broker Commission Category | | |
|---|---|---|---|
| Number of Subscribers | Preferred | Supreme | Premier |
| First 2 – 9 Subscribers | $15 | $22 | $25 |
| Next 10 – 19 Subscribers | $26 | $33 | $37 |
| Next 20 – 50 Subscribers | $20 | $27 | $31 |
| Additional Subscribers | $3 | $4 | $4 |

(all amounts shown are Per Subscriber Per Month)

3***) Commission Schedule*** for an Enrolling Unit entering into a Level Solutions or equivalent contract:

| | Broker Commission Category | | |
|---|---|---|---|
| Number of Subscribers | Preferred | Supreme | Premier |
| Up to 99 Subscribers | $26 | $28 | $30 |
| Additional Subscribers | $3 | $4 | $4 |

(all amounts shown are Per Subscriber Per Month)

4***) Commission Schedule*** for Flexible Spending Accounts (FSA) and/or Health Reimbursement Arrangements (HRA):

| | |
|---|---|
| Flexible Spending Accounts (FSA) | $3 per employee participant per year |
| Health Reimbursement Arrangements (HRA) | $3 per employee participant per year |

- For purposes herein, "Year" shall mean a 12-month calendar period. For any shorter period, commissions shall be prorated.
- For the purpose of this Agreement, one or more Flexible Spending Account(s) with the same Plan Sponsor (for instance, a medical FSA and dependent care FSA) will be considered as one account. An HRA and one or more Flexible Spending Accounts with the same policyholder will be treated as two separate accounts.
- The minimum commission payable per account will be $25.00 per Year.
- The employee participation count will be based on the initial bill and each anniversary bill.
- Commissions are paid once per year; at the time of initial sale and upon annual renewal, subject to satisfactory submission of all required forms and information as defined and required by PHPMSI.

B. TIMING OF PAYMENT OF BROKER COMMISSIONS. Commissions payable are calculated on a monthly basis based on the premium amounts due and collected for an Enrolling Unit. PHP will make payments to Broker not less than sixty (60) days from the end of such month. However, Flexible Spending Accounts (FSA) and Health Reimbursement Arrangements (HRA) are calculated per year at the time of initial sale and upon annual renewal.

# Appendix B
# Business Associate and Confidentiality Agreement – Broker

(Attach)


**PHP** I 1700 Magnavox Way, Suite 201 I Fort Wayne, IN 46804
**Phone:** 260-432-6690 I **Toll Free:** 800-982-6257 I **Fax:** 260-436-6347 I **phpni.com**

# BUSINESS ASSOCIATE AND CONFIDENTIALITY AGREEMENT

This Business Associate and Confidentiality Agreement (the "Agreement") is effective _____, by and between Physicians Health Plan of Northern Indiana, Inc., and its subsidiaries (collectively, "PHPNI") and _____ _____ ("Business Associate").

## I. RECITALS.

Whereas, PHPNI provides group health insurance policies that are subject to Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"); 45 C.F.R. Part 164, the Security Standards for the Protection of Electronic Protected Health Information ("Security Rule"), the American Recovery and Reinvestment Act of 2009, Public Law No. 111-005, Part I, ("HITECH") and the Omnibus Regulations issued on January 25, 2013; and

Whereas, in addition to protected health information, PHPNI possesses certain information related to health care services, health care providers, insurance and payment of claims for health care services that is confidential and proprietary to PHPNI; and

Whereas, PHPNI expects to furnish protected health information and this confidential and proprietary information to Business Associate for Business Associate to perform certain functions and activities for or on behalf of PHPNI; and

Whereas, the parties wish to enter into this Agreement to comply with the Privacy and Security Rules, and protect PHPNI's confidential and proprietary information.

Now, therefore, in consideration of the mutual undertakings of PHPNI and Business Associate under this Agreement, the parties agree as follows:

## II. DEFINITIONS.

**A. Confidential Information.**

1. "Confidential Information" is the confidential or proprietary information of PHPNI, in either electronic, written, or oral format, which is disclosed to Business Associate or a subcontractor of the Business Associate, including health care claims and payment of claims for health services, provider information, contract provisions, or any other information disclosed by PHPNI and designated as confidential; and
2. "Confidential Information" does not include information that (a) is generally available to the public, or thereafter becomes generally available to the public through no breach of this Agreement by Business Associate; or (b) is required to be disclosed by law or court order, subject to III(G).

**B. HITECH.** "HITECH" or the "HITECH Act" means Subtitle D of Title XIII of the American Recovery and Reinvestment Act of 2009, known as The Health Information Technology for Economic and Clinical Health Act, including its implementing regulations.

**C. Individual.** "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

**D. Limited Data Set.** "Limited Data Set" shall have the same meaning as the term in 45 CFR § 164.514(e)(2).

**E. Marketing.** "Marketing" shall have the same meaning as the term in 45 CFR § 164.501.

**F. Minimum Necessary.** "Minimum Necessary" shall mean (1) use, disclosure or request of a Limited Data Set as defined herein to the extent practicable or, if needed by such entity, to the minimum necessary to accomplish the intended purpose of the use, disclosure or request. (2) On and after the effective date on which the Secretary of the Department of Health and Human Services ("HHS") issues guidance as required by Section 13405 of HITECH on what constitutes "minimum necessary," "Minimum Necessary" shall have the meaning or otherwise be determined as set forth in such guidance and the definition set forth in (1) hereof shall no longer apply.

**G. Privacy Incident.** "Privacy Incident" shall mean any use or disclosure of Protected Health Information that is not permitted by the Agreement or that is in violation of the Privacy Rule and shall include a breach of Protected Health Information as the term "breach" is defined in 45 CFR § 164.402.

**H. Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR part 160 and part 164, subparts A and E.

**I. Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created, transmitted or received by Business Associate from or on behalf of PHPNI.

**J. Required by Law.** "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

**K. Security Incident.** "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR 164.304, including any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with system operations in an information system.

**L. Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information in 45 CFR part 160 and part 164, subpart C.

## III. PRIVACY AND SECURITY OF CONFIDENTIAL INFORMATION AND PROTECTED HEALTH INFORMATION.

**A. Permitted Uses and Disclosures.** Business Associate agrees to not use or disclose Confidential Information or Protected Health Information other than as permitted or required by the Agreement or as Required by Law. This Agreement does not authorize Business Associate to use or disclose Protected Health Information in a manner that would violate the requirements of the Privacy Rule, Security Rule, HITECH Act, the Omnibus Regulations or the Health Insurance Portability and Accountability Act of 1996.

**B. Use and Disclosure of Confidential Information.** Business Associate acknowledges the confidential and proprietary nature of the Confidential Information to be furnished, and agrees to:

1. create, receive, transmit and maintain such information as confidential and to not use or disclose the information for any purpose other than as stated in this Agreement;
2. NOT use provided information to contribute to, expand upon, or enhance any current or future products provided or developed by the Business Associate without the written consent of PHPNI;
3. take precautions at least as great as the precautions it takes to protect its own confidential and proprietary information; and
4. ensure that all employees, officers, directors, and shareholders receive the Confidential Information only on a "need to know" basis and that each adheres to the terms of this Agreement.

**C. Use and Disclosure of Protected Health Information.** Business Associate may:

1. request the Minimum Necessary Protected Health Information on PHPNI's behalf, and use and disclose the Minimum Necessary Protected Health Information it creates, transmits or receives for or from PHPNI as permitted by the agreement between the parties, subject to the limitations of this Agreement, and for the following purpose(s):

   _____
   _____

2. use the Minimum Necessary Protected Health Information it creates, transmits or receives for or from PHPNI as necessary for Business Associate's proper management and administration or as Required by Law;

3. disclose the Minimum Necessary Protected Health Information as necessary for Business Associate's proper management and administration, provided that:
   a) the disclosure is Required by Law, including under 45 CRF 164.502(c)(4); or
   b) Business Associate enters into a written contract with any person or organization to which Business Associate will disclose such Protected Health Information that the person or organization will:
      (i) hold such Protected Health Information in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as Required by Law;
      (ii) agree to comply with the same privacy and security obligations and restrictions that apply to Business Associate with respect to such Protected Health Information as set forth in this Agreement or otherwise required by law; and
      (iii) immediately notify Business Associate (who will in turn immediately notify PHPNI) of any instance of which the person or organization becomes aware of or suspects a Privacy Incident or Security Incident. Business Associate shall require the person or organization to make such report to Business Associate no later than twenty-four (24) hours after learning of or otherwise suspecting such Privacy or Security Incident.
4. Except as stated herein, Business Associate shall not use any genetic information for purposes of underwriting.
5. To the extent Business Associate assists PHPNI, Business Associate must support PHPNI in providing, upon request of an individual, an accounting of disclosures electronic health record within prior 3 years, as well as an electronic copy of the PHI that is on electronic record.
6. Make available PHI in a designated record set for PHPNI as necessary to satisfy PHP's obligation under 45 CFR § 164.524.
7. Make its internal practices, books and records available to the Secretary (of HHS) for purposes of determining compliance with HIPAA.

**D. Electronic Transmission.** PHPNI and Business Associate shall transmit and receive data electronically, each to and from the other party, via a secure method agreed upon by both parties.

**E. Compliance with Privacy/Security.** Business Associate will comply with applicable State law not preempted pursuant to the Privacy Rule and Security Rules. Business Associate must review and modify security measures, as needed, and update documentation.

**F. Information Safeguards.** Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards, in compliance with the requirements of the HITECH Act, the Privacy Rule and Security Rule, including but not limited to the requirements of 45 CFR §§ 164.308, 164.310 and 164.312 which shall apply to Business Associate in the same manner that such sections apply to PHPNI. Business Associate shall also implement, and maintain in written form, reasonable and appropriate policies and procedures to comply with the standards, implementation specifications or other requirements of

the Security Rule, in accordance with 45 CFR § 164.316, and the administrative requirements of the Privacy Rule, in accordance with 45 CFR § 164.530(i), which shall apply to Business Associate in the same manner that such sections apply to PHPNI. The safeguards used by Business Associate shall protect against unauthorized access, alteration, deletion or transmission of Protected Health Information, and prevent use or disclosure of Protected Health Information other than as provided by this Agreement. Business Associate shall also ensure that Protected Health Information is rendered unusable, unreadable, or indecipherable to unauthorized individuals as specified in the guidance issued by HHS, as required by Section 13402(h) of HITECH. The safeguards used by Business Associate shall be designed to preserve the integrity and confidentiality of, and to prevent intentional or unintentional, non-permitted or violating use or disclosure of, Protected Health Information. Business Associate will document and keep these safeguards current.

**G. Judicial or Government Action.** In the event that Business Associate is faced with judicial or government action requiring disclosure of Confidential Information or Protected Health Information received under this Agreement, Business Associate shall promptly notify PHPNI prior to disclosing the Confidential Information or Protected Health Information.

**H. Subcontractors and Agents.** Business Associate shall require any of its subcontractors and agents to which Business Associate is permitted by this Agreement to disclose any of the Protected Health Information Business Associate creates, receives, maintains or transmits for or from PHPNI to enter into a written contract that such subcontractor or agent will comply with the same restrictions, conditions and obligations imposed upon Business Associate under this Agreement or as otherwise Required by Law with respect to such Protected Health Information, including but not limited to the obligations upon termination set forth in Section VII.C. of this Agreement.

**I. Compliance with the Privacy Rule, Security Rule, Omnibus Regulations and HITECH.** Business Associate will comply, and require its subcontractors and agents to comply, in all respects with the applicable requirements of the Privacy Rule, Security Rule, Omnibus Regulations and HITECH.

**J. Prohibited Use.** Neither Business Associate nor any subcontractor shall use Protected Health Information to market, fundraise or sell Protected Health Information.

## IV. PROTECTED HEALTH INFORMATION ACCESS, AMENDMENT, DISCLOSURE ACCOUNTING AND RESTRICTIONS.

**A. Access.** Business Associate will, upon receipt of notice from PHPNI, permit PHPNI or, at PHPNI's direction, permit an Individual access to obtain copies of any Protected Health Information about an Individual that Business Associate created or received for or from PHPNI and that is in Business Associate's custody or control, in order to allow PHPNI to meet its Individual access obligations set out in 45 CFR § 164.524.

**B. Amendment.** Business Associate will, upon receipt of notice from PHPNI, promptly amend or permit PHPNI access to amend any portion of the Protected Health Information which Business Associate created or received for or from PHPNI so that PHPNI may meet its amendment obligations under 45 CFR § 164.526.

**C. Disclosure Accounting.** So that PHPNI may meet its disclosure accounting obligations under 45 CFR § 164.528 and Section 13405 of HITECH:

1. Disclosure Tracking. Business Associate shall document information concerning each disclosure of Protected Health Information that Business Associate makes to PHPNI or a third party. Business Associate shall document (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom Business Associate made the disclosure, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure (items i-iv, collectively, the "Disclosure

Information"). For repetitive disclosures Business Associate makes to the same person or entity (including PHPNI) for a single purpose, Business Associate may provide (a) the Disclosure Information for the first of these repetitive disclosures, (b) the frequency, periodicity or number of these repetitive disclosures, and (c) the date of the last of these repetitive disclosures. Business Associate shall promptly make all information necessary for PHPNI to meet its accounting obligations under 45 CFR § 164.528 available to PHPNI. Business Associate shall provide PHPNI with the aforementioned information within five (5) business days of receiving PHPNI's request for such information or provide the information directly to the Individual within five (5) business days if PHPNI so elects.

2. Disclosure Tracking Time Periods. Business Associate must have available for PHPNI the disclosure information required by Section IV.C. for the six (6) years preceding PHPNI's request for the disclosure information.

**D. Inspection of Books and Records.** Business Associate will make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to its use and disclosure of the Protected Health Information it creates or receives for or from PHPNI, available to the Secretary of the U.S. Department of Health and Human Services ("HHS") as required by HHS so that HHS may determine compliance with the Privacy Rule or Security Rule.

**E. Restriction Requests; Confidential Communications.** Business Associate will comply with all agreements that PHPNI makes or otherwise enters into that either (i) restrict use or disclosure of Protected Health Information pursuant to 45 CFR 164.22(a) or Section 13405(a) of HITECH or (ii) require confidential communication about Protected Health Information pursuant to 45 CFR 164.22(b). PHPNI will notify Business Associate in writing of the restriction or confidential communication obligations that Business must follow. PHPNI will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement.

## V. PRIVACY INCIDENT OR SECURITY INCIDENT.

**A. Reporting.** Business Associate shall immediately report to PHPNI any Privacy Incident or Security Incident or suspected Privacy or Security Incident. Business Associate shall make such report to PHPNI no later than ten (10) days after Business Associate learns of or otherwise suspects such non-permitted or violating use or disclosure. Business Associate will cooperate promptly with PHPNI as is reasonably required to comply with applicable law, including, without limitation, Section 13402 of HITECH and 45 CFR Parts 160 and 164, Subpart D. Business Associate's report will at least:

1. describe what happened and the nature of the Privacy or Security Incident, including the date of the Incident and date of discovery;
2. identify each Individual whose Protected Health Information has been or is reasonably believed to have been the subject of the Privacy or Security Incident and for each person, identify the Protected Health Information involved used, disclosed or accessed;
3. identify who made the non-permitted use or disclosure and who may have received the impacted Protected Health Information;
4. describe what corrective action Business Associate is taking to prevent a further Privacy or Security Incident;
5. describe what Business Associate is doing to investigate the Privacy or Security Incident and to mitigate harm to individuals;
6. identify the steps individuals should take to protected themselves from potential harm;
7. identify the contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address; and
8. provide such other information, including a written report containing the information required by subsections (1) through (7) hereof, as PHPNI may request.

**B. Mitigation.** Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Privacy Incident or Security Incident.

**VI. DAMAGES/INJUNCTIVE RELIEF.** The parties agree that any breach of this Agreement, Privacy Incident or Security Incident by Business Associate, its employees, agents, officers, members, shareholders, or directors will result in significant financial harm to PHPNI. The parties agree that PHPNI will be entitled to all available and immediate legal and equitable remedies, as well as costs and attorneys' fees relative to enforcement.

**VII. TERM AND TERMINATION.**

**A. Term.** This Agreement shall be effective as of the date set forth above and shall terminate when all of the Protected Health Information provided by PHPNI to Business Associate, or created or received by Business Associate on behalf of PHPNI, is destroyed or returned to PHPNI, or, if it is infeasible to return or destroy Confidential Information and Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.

**B. Termination for Cause.** Upon PHPNI's knowledge of a material breach by Business Associate, PHPNI shall either:

1. provide a reasonable opportunity (not less than three (3) business days) for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by PHPNI; or
2. if Business Associate has breached a material term of this Agreement and cure is not possible, immediately terminate the Agreement by providing the Business Associate written notice of termination, stating the breach of this Agreement that provides the basis for the termination; or
3. if neither termination nor cure is feasible, PHPNI shall report the violation to the Secretary of HHS.

**C. Obligations upon Termination.**

1. Return or Destruction. Upon termination of the Agreement for any reason, Business Associate will, if feasible, return to PHPNI or destroy all Confidential Information and Protected Health Information, in whatever form or medium (including in any electronic medium under Business Associate's custody or control), that Business Associate created or received for or from PHPNI, including all copies of and any data or compilations derived from and allowing identification of any Individual. This provision shall apply to Confidential Information and Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate will complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of the Agreement.
2. Return or Destruction Infeasible. Business Associate will identify any Protected Health Information or Confidential Information that Business Associate created or received for or from PHPNI that cannot feasibly be returned to PHPNI or destroyed, and will limit its further use or disclosure of that Confidential Information and Protected Health Information to those purposes that make return or destruction of that Information infeasible, for so long as Business Associate maintains such Confidential Information and Protected Health Information.
3. Continuing Privacy and Security Obligation. Business Associate's obligation to maintain the confidentiality, privacy, and security of any Confidential Information and Protected Health Information it created or received for or from PHPNI will be continuous and, with respect to any such Confidential Information and Protected Health Information it retains following such event, will survive termination, cancellation, expiration, or other conclusion of the Agreement.

**VIII. INDEMNITY.** Each party will indemnify and hold harmless the other party and any of its affiliates, officers, directors, employees, or agents from and against any claim, cause of action, liability, damage, cost or expense,

including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information by the indemnifying party or any of its subcontractors, agents, or employees.

**A. Right to Tender or Undertake Defense.** If the indemnified party is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information by the indemnifying party or any of its subcontractors, agents, or employees, the indemnified party will have the option at any time either (i) to tender its defense to the indemnifying party, in which case the indemnifying party will provide qualified attorneys to represent the indemnified party's interests at the indemnifying party's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the indemnifying party will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants and other professionals.

**B. Cooperation.** If requested by the indemnifying party after accepting a tender of defense pursuant to this section, the indemnified party agrees to cooperate with the indemnifying party and its counsel in defending any claim, cause of action, liability or damages, or if appropriate, in making any counterclaim or cross-complaint against any person, and further agrees to take such other action as reasonably may be requested by the indemnifying party to reduce or eliminate any loss or expense for which the indemnifying party would have responsibility. All fees and expenses incurred by the indemnified party in so cooperating or acting at the request of the indemnifying party shall be the responsibility of the indemnifying party. The indemnifying party agrees to afford the indemnified party and its counsel reasonable opportunity to be present at, and to participate in, conferences with all persons asserting any claim, cause of action, liability or damages against the indemnified party or conferences with representatives of or counsel for such persons.

## IX. GENERAL PROVISIONS.

**A. Amendment.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for PHPNI to comply with the requirements of the Privacy Rule, Security Rule, the HITECH Act and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

**B. Governing Law.** To the extent not governed by HIPAA, this Agreement shall be construed, interpreted, and governed in accordance with the laws of the State of Indiana.

**C. Interpretation.** Any ambiguity in the Agreement shall be resolved to permit PHPNI to comply with the Privacy Rule, Security Rule, Omnibus Regulations and HITECH Act.

**D. No Third-Party Beneficiary.** The provisions and covenants set forth in this Agreement are expressly entered into only by and between Business Associate and PHPNI and are intended only for their benefit. Neither Business Associate nor PHPNI intends to create or establish any third-party beneficiary status or right to enforce or enjoy any benefit created or established by the provisions and covenants in this Agreement.

**E. Counterparts; Facsimiles.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

**F. Prior Business Associate Agreement.** This Agreement shall replace and supersede any prior Business Associate Agreement between the parties, whether such terms are incorporated into an agreement or set forth in a separate document, if any, including amendments thereto, in effect between the parties.

**IN WITNESS WHEREOF,** the parties have executed this Agreement effective as of the date first written above.

| BY: | "PHPNI" | "Business Associate" |
|---|---|---|
| | PHYSICIANS HEALTH PLAN OF NORTHERN INDIANA, INC. | _____ |
| Printed Name: | _____ | Printed Name: _____ |
| Signature: | _____ | Signature: _____ |
| Title: | _____ | Title: _____ |
| Date: | _____ | Date: _____ |

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

**Print or type.** See ***Specific Instructions*** on page 3.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

**2** Business name/disregarded entity name, if different from above.

**3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

**5** Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | – | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

**or**

**Employer identification number**

| | | – | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer 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 a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above 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, 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. See the instructions for Part II, later.

| **Sign Here** | **Signature of U.S. person** | **Date** |
|---|---|---|

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments**. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

# Broker and Broker Assistant Website Authorization Form

By completing this form you will receive access to specific information on PHP's website. Completed forms may be faxed to PHP's Sales Department at 260-436-6347; emailed to sales@phpni.com; or mailed to PHP Sales, 1700 Magnavox Way, Suite 201, Fort Wayne, IN 46804.

## Please select your access level(s). You may select more than one.

*For instance, if you are a broker but also assist brokers within your agency, you may want to check Broker Access and Broker Assistant Access.*

☐ **Broker access**

☐ **Broker Assistant access**

| Broker | Broker Assistant | Access |
|---|---|---|
| ✓ | ✓ | Edit user and contact information |
| ✓ | | Commission statements, reports, and calculator |
| ✓ | ✓ | View account contracts, contact, and benefit information |
| ✓ | ✓ | Access to Quote to Enrollment tool* |
| ✓ | ✓ | Obtain summary health information for limited purposes and enrollment/disenrollment information in regards to client's membership |

**In the Q2E system, a broker and broker assistant will be able to quote a group, configure a group, monitor a group's enrollment, complete online enrollment, and manage renewals. Brokers will be able to access and manage their own groups. Broker Assistants will be able to access and manage the agency's groups.*

**Name:** _____

**Email address:** _____

**Agency/Payee name:** _____

**Phone number:** _____ **Fax number:** _____

## For Broker Assistant access only - please complete the following:

The above-named *Broker Assistant* has duties that will require him/her to access the book of business for the Agency. I authorize the *Broker Assistant* to have access to view all accounts and sales activities for PHP business. I understand that this will give the *Broker Assistant* access to summary health information for limited purposes and to enrollment/disenrollment information. However, the *Broker Assistant* will NOT have access to protected health information (PHI) without properly-executed authorization permitting such disclosure. The Agency will be responsible for ensuring the protection and confidentiality of any information received by the *Broker Assistant*, consistent with terms of the Corporate Broker Agreement and applicable federal confidentiality of any information received by the *Broker Assistant*, consistent with terms of the Corporate Broker Agreement and applicable federal and/or state law. The following is a list of online broker(s) whose book(s) of business the above-named *Broker Assistant* should have access to:

| | | |
|---|---|---|
| **Broker name:** | **Broker name:** | **Broker name:** |
| **Broker name:** | **Broker name:** | **Broker name:** |
| **Broker name:** | **Broker name:** | **Broker name:** |

*By signing below, I agree and acknowledge: 1) to maintain the confidentiality of all information provided via PHP's website in compliance with all applicable laws and PHP's policies; 2) to not allow any other person to learn or use my password; 3) to notify PHP in the event I have reason to believe somebody has my password or has attempted to access the PHP website in my name; 4) to not attempt to alter any information on the website; 5) to notify PHP within 24 hours of my separation from the agency identified above; 6) that PHP reserves the right to limit, suspend or terminate my access to the website; and 7) that my employer and I will hold PHP harmless and will reimburse PHP for any expenses, including reasonable attorney's fees, incurred in the event I breach any of the above terms.*

**Signature:** _____ **Date:** _____

**Authorized Agency Signature:**
*(Required for Broker Assistant Access only)* _____ **Date:** _____

**Title:** _____

1700 Magnavox Way, Suite 201 I Fort Wayne, IN 46804
Phone (voice): 260-432-6690 I Toll Free: 1-800-982-6257
phpni.com

PHP

Priority Health

# Agent - Agency
## Payment Information

*NEW* *CHANGE*

Agent/Agency Name:

Contact Name:

EIN/SSN/TIN (please include dashes):

Street Address:

City, State and Zip Code:

Agent/Agency Phone Number:

Remit Email Address:

Secondary Contact Name:

Secondary Contact Email Address:

Payment Type ACH/EFT only: *check to acknowledge* ☐ *CHECKING (DDA):* ☐ *SAVINGS (SA):*

Please complete the below Financial Institution Information

Bank Name (US Banks only):

Bank ABA:

Account Number:

Name/Title *(Agent or Agency Rep)*:

Signature and Date:

Are you a Diverse Supplier defined as at least 51% ownership in one of the classes below? Please put "Y" in the applicable boxes if yes.

| | |
|---|---|
| Veteran Owned | Veteran Owned Small Business |
| Service Disabled Veteran Owned | Service Disabled Veteran Small |
| Minority Business Enterprise | Disadvantage Business Enterpriise |
| Women Owned Small Business | Women Owned Enterprise Disability |
| Disadvantage Business Enterprise | Owned Business Enterprise |
| LGBT Business Enterprise | |

Are you a physician, or owned by a physician, or a physicians immediate family member? Please explain:

***By signing this form, I acknowledge that I am an authorized signer, or otherwise have the authority to act, on the account identified.***

*I (we) acknowledge that the origination of ACH transactions to the deposit account must comply with all applicable laws, and I (we) agree that ACH transactions I (we) authorize comply with all applicable laws. I (we) authorize any adjustments necessary for credit entries made in error to the account number shown and authorize the named Financial Institution to honor same.This authorization is to remain in full force and effect until either party has received written notification at least thirty (30) days prior to the next scheduled entry from an authorized signatory. Signer agrees to return overpaid funds within thirty (30) days.*

*- If you do not agree with the amount received, or if any funds are deposited to the above listed account in error, please review the corresponding statements in the Agent Portal and contact Commissions and Licensing for a payment review.*

*- If the ACH/EFT information needs to be updated, please go to the Agent Portal to complete and submit an updated form, along with a current W-9.*

*- Reminder - Please be sure to respond to requests for validation. Updates are not complete until a confirmation is issued.*

*For Internal Use Only*

Sourcing Personnel:

ACH agreed upon terms:

Effective Date: