

Application/Agreement

for Appointment of an Agency - Marketplace



Note: Completion of this form does not guarantee appointment as an Agency for Community Health Choice, Inc. (Community). Community reserves the right to refuse appointment of an Agency or cancellation of this Agreement at any time, with or without cause, in its sole discretion.

Agency shall mean "Corporation" as defined in Section 4001.003 (3) of the Texas Insurance Code.

Agent shall mean "Agent" as defined in Section 4001.003 (1) of the Texas Insurance Code.

Applicant shall mean the entity or individual contracting with Community under this Application, as applicable.

Please print legibly to avoid processing delays.

APPLICANT INFORMATION

Applicant Name (Last/First/MI): _____

Date of Birth: _____ SSN: _____ Gender: Male Female

Residential Street Address: _____

City/State/ZIP: _____

How long at your current residence? Years: _____ Months: _____

(Provide former address if you have lived at your current address less than 2 years.)

Former Street Address: _____

City/State/ZIP: _____

Applicant Business Street Address: _____

City/State/ZIP: _____

Business Phone # _____ Business Fax # _____ Cell Phone # _____

Email Address: _____

Agency Name: Premier Insurance Contracts

Principal Agent Name: Alvaro Castellanos

Agency Street Address: 16750 Hedgecroft Drive Ste 500

City/State/ZIP: Houston Texas 77074

Agency Tax ID # 20-3789091

Agency Phone # 832-850-6873 Agency Fax # 832-201-7768 Principal Agent Cell Phone # 281-642-4082

Agency Email Address: alcastellanos@prinsuco.com Principal Agent Email: contracting@prinsuco.com

Please provide the following required documentation with your application:

CMS Certificate		Agency W-9 Tax Form	
TX Department of Insurance License		Agency Errors and Omissions Policy	

Applicant:

I certify that I am an Agent acting on behalf of Premier Insurance Contracts Inc

(Agency). (Commissions will be paid to the Agency directly unless otherwise agreed to by the parties to this Agency Agreement in writing)

Applicant Signature: X Date: _____

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A. QUESTIONNAIRE *(Please respond to all questions for you personally and any organization over which you have exercised control. If you answer "Yes" to any questions, you must attach an explanation with all relevant information and supporting documentation.)*

1. Are you currently a registered representative with FINRA (Financial Industry Regulatory Authority)?
 Yes No
2. A) Do you satisfy FFM registration and training requirements for the State of Texas? Yes No
B) Is your Agency /Agent license in good standing? Yes No
C) Are you willing to execute the FFM data Privacy/Security Agreement? Yes No
D) Have you ever had an insurance and/or securities license or registration under another name?
 Yes No
If yes, please provide that name. _____
3. Have you ever been discharged or permitted to resign from your employment appointment because you were accused of fraud or wrongful taking of property, violating investment-related or insurance-related statutes, regulations, rules or industry standards of conduct, or violating company rules?
 Yes No
4. Within the past 10 years, have you ever initiated bankruptcy proceedings or declared bankruptcy?
 Yes No
5. Do you have any knowledge of an indebtedness to an insurance carrier or financial organization that involves yourself or an organization you have been associated with, or do you have any unsatisfied liens or judgments? Yes No
6. Within the past 10 years, has any insurance carrier canceled your contract or appointment for any reason other than lack of production? Yes No
7. Within the past 10 years, have you ever had a complaint filed against you that resulted in a fine, penalty, censure, cease and desist order, consent order or disciplinary action? Yes No
8. With the exception of routine traffic violations, have you ever been charged with, convicted of or pled guilty or nolo contendere (no contest) to a misdemeanor or felony? Yes No
9. Are you involved in any pending or current litigation, investigations, complaints, or E&O claims or has any E&O carrier denied, paid claims on, or canceled your coverage? Yes No
10. Have you ever been named as a defendant or codefendant in a lawsuit, or have you ever sued or been sued by an insurance company? Yes No
11. Has a bonding company ever denied, paid out on, or revoked a surety or fidelity bond for you, or is there any reason you cannot secure a bond? Yes No
12. Have you ever been charged with or convicted of or pled guilty or nolo contendere (no contest) to violating state insurance department, federal or state securities, or investment-related regulations or statutes, or have you ever had your insurance license or securities registration suspended, revoked, investigated, audited or had a license denied? Yes No

If you answer "Yes" to any question above, you must attach an explanation with all relevant information and supporting documentation.

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THIS AGENCY AGREEMENT (“Agreement”), dated as of _____, 20__, is made and entered into by and between Community Health Choice, Inc., a non-profit corporation licensed as a health maintenance organization, under the laws of the State of Texas (“Community”) and “Agency” as defined by Sections 4001.003 (3) and (1), respectively, of the Texas Insurance Code.

Applicant requests to place contracts of insurance through Agents represented by Agency. The Applicant will be paid directly by Community as set forth in Section 2 herein.

Applicant will provide supporting documentation of proof of Agency and an accurate and updated list of Agents working on behalf of Agency to Community. Agency shall hold a valid Errors and Omissions policy covering all active agents under the Agreement, or Agency shall require each individual agent to hold a valid Errors and Omissions policy. Agency assumes full responsibility for maintaining an accurate and updated list with Community and for all payments made by Community in reliance on the list provided by Agency. Community is not responsible for any inaccurate payments made in reliance on the list provided by Agency.

In consideration of the mutual promises contained in this Agreement, it is agreed as follows:

1. Authority. Applicant has authority, pursuant to the terms of this Agreement, to submit accounts or risks for the purpose of placement and procurement of insurance coverage with insurers and utilizing the underwriting facilities, knowledge, and services offered. This Agreement, and the relationship between the parties and their officers and employees, is not intended, and will not be construed, to create a partnership, joint venture or employment relationship between Community and Applicant. Applicant is for all purposes an independent contractor. Applicant will act in accordance with any insurer’s policies and administrative guidelines that are known or should be known to the Applicant including, but not limited to, Applicant’s practices regarding issuance of certificates and other evidence of insurance to individuals. Applicant, in its sole discretion, will judge whether to accept, reject or submit to insurer for acceptance any applications of insurance submitted by itself or an Agent, on its behalf, and will incur no liability for failure to place any such risk. Nothing in this Agreement shall place Applicant or Community under any obligation to accept any proposal or new business or the renewal of existing business.

2. Compensation and Commissions.

(a)**Commissions.** All commissions shall be paid directly by Community to Applicant unless otherwise agreed to by the parties in writing. Community will not be liable for any payments due to Agents by or on behalf of Agency.

(b)**Compensation.** Community agrees to pay the Applicant based on an amount and Compensation Schedule, which is incorporated by this reference, established and communicated annually by Community.

3. Confidentially. The parties to this Agreement hereby represent and acknowledge to each other that in the course of the performance of their respective obligations, they will each make available to the other party certain information pertaining to each party’s business and operations

(“Information”). Each party hereby agrees that a condition to being provided the information, that neither party will use any Information except in connection with the performance of duties

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hereunder. Each party agrees not to disclose any Information to anyone other than employees, officers and directors of such party, that have a need to know, and to cause all such persons to abide by this Agreement. The limits on use and disclosure will not apply to any Information which (a) at the time of disclosure is generally available to the public or (b) which becomes generally available other than through a breach of this obligation of confidentiality. Applicant understands and agrees that this Agreement and any information or documents submitted to Community are subject to the Texas Public Information Act ("TPIA"). Community will not be liable for disclosure under the TPIA.

4. Inspection of Records. During the term of this Agreement, and for a period of ten (10) years following termination for any reason, Community and the Secretary and the Inspector General of the United States Department of Health and Human Services or their designees shall have the right to audit and inspect Applicant's books and records concerning the business to which this Agreement applies. Such right of audit and inspection shall be during normal business hours upon reasonable notice to Applicant. The cost of such audit and inspection, including the cost of making copies of relevant records, shall be borne by Applicant.

5. Insurance. Applicant agrees to maintain an Errors and Omissions Insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) annual aggregate. These minimum amounts are not intended to nor shall they be construed to limit Applicant's legal or financial liability in the event of any claim, demand, lawsuit, settlement, or judgment arising out of this Agreement. Applicant shall cause its insurance carriers, brokers or agents to issue certificates of insurance to Community evidencing all insurance coverages required by this Section. Notwithstanding any other provision of this Agreement, failure to provide the certificates of insurance following a request by Community shall be grounds for immediate termination of this Agreement.

6. Term and Termination of Agreement. This Agreement shall commence on the date of the last signature on the signature page below and shall renew automatically each year thereafter for a term of (1) one year under the same terms and conditions set forth herein unless terminated sooner as set forth herein. The parties may amend this Agreement from time to time as mutually agreed to by the parties in writing.

This Agreement may be terminated immediately at any time, with or without cause, by either party giving written notice to the other by certified mail, return receipt requested. This Agreement will also terminate: (a) automatically, if any public authority cancels or declines to renew the Applicant's license or certificate of authority; (b) automatically at Applicant's option, on the effective date of the sale, transfer, or merger of Applicant's business with the provision Applicant may, upon review, appoint the successor as an Applicant; or (c) immediately, upon either party giving written notice to the other of termination because of fraud, insolvency, failure to pay balances, or willful or gross misconduct. All representations and obligations of Applicant herein shall survive the termination of this Agreement.

After the date of termination of this Agreement, Applicant shall complete the collection and accounting to Community for all premiums, commissions and other transactions unaccounted for on the date of termination or arising thereafter in respect of outstanding policies of insurance, including but not limited to, return premium and return commissions. Outstanding policies will be permitted to run expiration.

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7. Indemnification and Hold Harmless.

(a) Applicant agrees to indemnify and hold Community harmless, including attorney fees and costs of investigation, and any defense incident thereto, for any acts, errors or omissions in the solicitation, processing and placement of insurance business under this Agreement, except to the extent that Community caused or contributed to the loss. Applicant understands that Community assumes no responsibility for any policy with regard to the adequacy, amount or form of coverage and agrees to indemnify and hold Community harmless from any claim asserted against Community. Applicant will also indemnify and hold Community harmless in the event Community releases an agent pursuant to non-production under Community's policies.

(b) Notwithstanding anything set forth herein, Community does not waive any rights to immunity or limitation of liability granted to it pursuant to Chapter 281 of the Texas Health and Safety Code and the laws and Constitution of the State of Texas. Applicant understands and agrees that Community will not indemnify Applicant for any loss, liability, or expense whatsoever arising out of or in relation to this Agreement.

(c) In the event of a dispute, including but not limited to a business dispute, contractual dispute or other civil dispute, between Applicant and a third party, including but not limited to Applicant's agents, employee, or other subcontractor of Applicant, Applicant agrees to indemnify and hold Community harmless, including penalties, attorney fees, and costs of investigation, and any defense incident thereto for any legal action taken against or including Community pursuant to this Agreement.

8. Miscellaneous.

(a) **Waiver of Default.** Failure of Community to enforce any provision of this Agreement or to terminate it because of a breach shall not be deemed to be a waiver of such provisions or of any breach committed by Applicant. No breach of any provision of this Agreement can be waived unless done so in writing, executed by the waiving party. The waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement.

(b) **Severability.** If any clause or provision of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity or any other clause or provision, which shall remain in full force and effect. Each of the provisions of the Agreement shall be enforceable independently of any other provision, unless expressed otherwise herein.

(c) **Assignment.** This Agreement and the obligations hereunder may not be assigned by Applicant without the prior written consent of Community.

(d) **Governing Law.** This Agreement shall be deemed to have been made and performed in Harris County, Texas and shall be governed by, and construed and enforced in accordance with the laws of the state of Texas. The venue for any disputes shall be Harris County, Texas.

(e) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes and replaces any previous agreements between the parties. No oral promises or representations shall be binding, nor shall this Agreement be modified, except by agreement in writing and executed by both parties.

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9. Execution and Acceptance of Agreement. Each individual who executes this Agreement in a representative capacity represents and warrants that he or she has the full right and power to execute this Agreement and to bind the entity or individuals on whose behalf he or she so signs. The parties hereto agree this Agreement shall not become effective until accepted by Community.

Signature Page Follows

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By signing this Application and Agreement, I, Applicant, acknowledge and represent that (please check all that apply below):

- All information furnished by me in this Application is true, correct and complete.
- I understand that Community does not have an obligation to approve this Application, and I release Community for any and all liability for failure to appoint or contract with me.
- I agree to comply with applicable state and federal laws with regard to solicitation of business prior to appointment and contracting, including all state and federal confidentiality and conflict of interest laws, rules and regulations.
- I understand that any violation of a state or federal law relating to the delivery of services under this Agreement and funded by state and/or federal funds or any violation of an applicable contract between Texas or Federal entities and Community for the delivery of services to under Texas or federal health care programs, which have conditions of participation, could result in liability for money damages, and/or civil and criminal penalties and sanctions under Texas or federal law.
- I authorize any person or entity that may have knowledge of my employment, financial, criminal or other history to release such information to Community in connection with this Application. I authorize any entity and/or individual to release any information to Community or any successor organization. A photocopy of this authorization will be as valid as the original, regardless of the date it is signed.
- I also acknowledge by my signature below that I authorize Community, now or in the future, to obtain a consumer and/or investigative consumer report on me, and that I have received from Community all disclosures required by the Fair Credit Reporting Act.
- I have received and read the Agreement, including specified Compensation Schedules, that are listed above and that are incorporated by reference into this Application. I understand and agree that by my signature below, I am agreeing to all of the terms and conditions of this Agreement, including specified Compensation Schedules that are listed above.
- I understand that a current CMS recertification must be on file with Community for commission payments to be issued.
- I agree to complete Community's annual training requirements and comply with all state and federal regulatory requirements during the term of this Agreement.

Print Applicant Name: _____

Applicant Signature: X _____

Agency Name: Premier Insurance Contracts _____

Principal Agent Signature (Agency): _____

(The signing officer's signature, for corporate direct deposit request, must be the signature of the signing officer record)

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AUTHORIZATIONS AND ACKNOWLEDGEMENTS

Under penalty 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);
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 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 (including U.S. resident alien).

INSTRUCTIONS: You must check item 2 above if the IRS has notified you that you are currently subject to backup withholding because of underreporting interests or dividends on your tax return and you have not received notice from the IRS advising that backup withholding has terminated.

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

Print Applicant Name: _____

Applicant Signature: X _____

Agency Name: Premier Insurance Contracts _____

Principal Agent Signature (Agency): _____

(The signing officer's signature, for corporate direct deposit request, must be the signature of the signing officer record)

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By signing below, Applicant acknowledges that all payments shall be paid as set forth in the Agreement, and Applicant represents and warrants that all statements in this Application are true and correct:

_____	_____
Applicant's Name (Print)	Applicant's Agent National Producer Code
X _____	_____
Applicant's Signature	Date

Agency Name: Premier Insurance Contracts

By (*Principal Agent Signature*): _____

Name: Alvaro Castellanos

Title: Owner

(Must be Owner, Partner or Authorized Officer)

Date: _____

FOR OFFICE USE ONLY

Agreement Accepted and Effected by Community Health Choice, Inc.

By: _____

Name: _____

Title: _____

Date: _____