

## **INSURANCE CONSULTING AGREEMENT**

THIS AGREEMENT is made and entered into today between You (the “Client”) and Viles Insurance, with a principal place of business located at 805. W. Lancaster Road, RVA 23222 (the “Consultant”).

### **APPOINTMENT**

Client hereby engages Consultant to provide advisory and consulting services to Client for assistance in the procurement of health insurance policy or policies for Client and his/her spouse and dependents as defined by The Affordable Care Act. Consultant may assist with the purchase of supplemental products to include health, dental, vision or other ancillary health products.

### **TERM OF AGREEMENT**

The Services will begin on the Effective Date and will continue as long as policies Client is enrolled in are active (not suspended or cancelled due to nonpayment of premium), or as terminated upon 30 day written notice by either party to the other. Upon the effective date of termination of this Agreement, all legal obligations, rights and duties rising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

### **CONFIDENTIAL INFORMATION**

In this Agreement the term “Confidential Information” shall mean any and all information relating to the Client’s Policy to include Protected Health Information as defined under HIPAA. Confidential Information does not include information which:

- (i) is in or comes into the public domain without breach of this Agreement by the Consultant,
- (ii) was in the possession of the Consultant prior to receipt from the Client and was not acquired by the Consultant from the Client under an obligation of confidentiality or non-use,
- (iii) is acquired by the Consultant from a third party not under an obligation of confidentiality or non-use to the Client, or
- (iv) is independently developed by the Consultant without use of any Confidential Information of the Client.

(a) Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance and in writing by the Client, Consultant will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party.

Consultant may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential. In any event, Consultant shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. Consultant shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care. Consultant agrees to comply with the requirements of the Health Insurance Portability and

Accountability Act of 1996 and its implementing regulations (45 C.F.R.Parts 160-64), any applicable state privacy laws, any applicable state security laws, any applicable implementing regulations issued by the Insurance Commissioner or other regulatory authority having jurisdiction and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") and any regulation adopted or adopted in the future that relate to the obligations of a Consultant. Privacy notice can be found here -> <https://joshviles.com/wp-content/uploads/2019/10/Privacy-Notice-Statement.pdf>

### **SCOPE OF SERVICES**

Consultant shall seek competitive quotes from carriers for Health, Dental, Vision and other ancillary coverage as requested as well as provide advice and recommendation for consideration. This may include looking at options on and off the Federal Marketplace. The Client shall provide such access to its information as may be required in order to permit Consultant to perform the Services. All decisions related to Client's insurance choice shall be made by Client in its sole and absolute discretion, for which Client hereby assumes the sole responsibility. Help year round with questions and problems is outlined in the scope of services page at <https://joshviles.com/scope-of-services/>

### **COMPENSATION AND EXPENSES**

For services rendered by the Consultant as defined by the Scope of Services, Client shall pay the Consultant the fee of \$15 for a 30 minute enrollment meeting or \$30 for an hour enrollment meeting. For services not defined under the Scope of Services, the client shall pay the Consultant a Consultancy fee at a rate of \$30.00 per hour to be billed in hourly increments and payable within 30 days. For expenses Consultant incurs for the benefit of Client, Consultant shall be reimbursed at cost. Consultant's expenses shall include, without limitation, Federal Express, copying, faxing and supplies.

### **PAYMENT**

The Consultant shall make an online payment portal available to the client. Cash and check are also accepted. All such invoices shall be due and payable prior to the scheduled appointment time. Failure to make payment will result in termination of this Agreement and all services.

### **INSURANCE**

Consultant shall maintain at its sole expense liability insurance covering the performance of the Services by Consultant. Such insurance coverage shall have limits and terms reasonably satisfactory to Client, and Client may require Consultant to provide to Client a certificate of insurance evidencing such coverage.

### **COMMISSIONS**

The Consultant is paid 100% of all of the below commissions. For individual sales: Virginia Premier pays \$10 per individual per month and \$15 per couple or family per month. Anthem pays \$18 per application per month. Optima pays \$9 per member per month. Cigna pays: New

- \$20 per adult per month, \$10 per child per month. Renewal - \$18 per adult per month, \$9 per child, up to 4 children. Oscar pays \$18 per member per month. Dominion National pays 10% of premium.

Delta Dental pays no commissions at all.

#### **CONSEQUENTIAL DAMAGES WAIVER**

Except as otherwise provided in this agreement, in no event will either party be liable under any circumstances to the other party for special, indirect, punitive, incidental, exemplary or consequential damages or losses resulting from or arising out of this agreement, by statute, in tort or contract, under any indemnity provision.

#### **INDEMNIFICATION**

Client agrees to indemnify and hold harmless Consultant and all of its officers, directors and employees against any and all costs, losses, liabilities, expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with third party claims against any Indemnitee which result from any act or omission constituting negligence, willful misconduct or breach of fiduciary duty by an officer, director or employee of Client in connection with this Agreement, or in connection with the services rendered by the Consultant hereunder.