

BUSINESS ASSOCIATE AGREEMENT

This agreement ("Agreement") is between GroupLink, Inc. on behalf of itself (hereinafter collectively "Company"), and ("Broker/Producer"). The purpose of this Agreement is 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).

A. Privacy of Protected Health Information.

1. Permitted and Required Uses and Disclosures. Broker/Producer is permitted or required to use or disclose Protected Health Information it creates or receives for or from Company only as follows:

a) Functions and Activities on Company's Behalf. Broker/Producer is permitted to use and disclose Protected Health Information it creates or receives for or from Company to perform the following functions:

(i) Quoting

- (a) Gather census, benefit and dental information (if applicable) needed to provide a quote or renewal;
- (b) Obtain competitive quotes;
- (c) Present proposal to customer;
- (d) Submit quotes in various formats over the telephone, by facsimile, or via electronic mail;

(ii) Enrollment

- (a) Conduct or assist with presentation of enrollment meetings, which may be followed by question and answer sessions or individual, member consultations;
- (b) Review and submit applications to Company;
- (c) Provide service on enrollment issues;
- (d) Submit new business cases, which may include employer and employee applications;
- (e) When applications on file with Company are incomplete research and respond to list of questions presented by Company to obtain the incomplete information.
- (f) Submit benefit changes to Company
- (g) Verify enrollment information;
- (h) Forward enrollment applications, change applications and termination requests;
- (i) Address or investigate enrollment or billing issues; and
- (j) Validate enrollment and / or enrollment information.

(iii) Customer Service

- (a) Provide service on billing and claims issues;
- (b) Verify "paid to" date;
- (c) Call into Enrollment and Billing Representative or Broker/Producer Services with questions customer may have;
- (d) Assess prior carrier deductible credit;
- (e) Contact company to correct a member's address, date of birth, or other personal member information;
- (f) Verify eligibility of dependents, spouse and new hires;
- (g) Support factual investigation on issues pertaining to eligibility;
- (h) Request materials and supplies from Company and deliver to customer; Receive from customer such materials as applications, change forms, and premium payments, and deliver to Company;
- (i) Correct spelling of names;
 - (1) Investigate and verify any other insurance information, such as may be needed to evaluate coordination of benefits issues; and
- (j) Verify over age dependent info.

(iv) Renewal and related functions

- (a) Support general renewal activity, including present renewal to individual health plan member or to employer group;
- (b) Receive and review member information contained in commission payment statements distributed by Company; and
- (c) Submit requests for policy terminations,

(v) As otherwise specifically set forth in this Agreement, or other written agreements during their term that may exist between Company and Broker/Producer, or functions necessary to use electronic systems in development at Company that will support broker/producer activity, such as electronic enrollment, electronic billing, and electronic customer service.

b) Broker/Producer Operations. Broker/Producer is permitted to use and disclose Protected Health Information it creates or receives for or from Company as follows:

(i) Use of PHI. Broker/Producer may use Protected Health Information it creates or receives for or from Company as necessary for Broker/Producer's proper management and administration or to carry out Broker/Producer's legal responsibilities.

(ii) Disclosure of PHI. Broker/Producer may disclose such Protected Health Information as necessary for Broker/Producer's proper management and administration or to carry out Broker/Producer's legal responsibilities only if:

(a) The disclosure is required by law; or

(b) Broker/Producer obtains reasonable assurance evidenced by written contract, from any person or organization to which Broker/Producer will disclose such Protected Health Information that the person or organization will:

- Hold such Protected Health Information in confidence and use or further disclose it only for the purpose for which Broker/Producer disclosed it to the person or organization or as required by law; and

- Notify Broker/Producer (who will in turn promptly notify Company) of any instance of which the person or organization becomes aware in which the confidentiality of such Protected Health Information was breached.

c) Data Aggregation Services. If specifically authorized by the Company, the Broker/Producer may provide data aggregation services relating to the health care operations of the Company.

d) Disclosure to Group Health Plan. Broker/Producer may disclose Protected Health Information to the Group Health Plan only if:

(i) The Broker/Producer is also a Business Associate of the Group Health Plan, or

(ii) The Broker/Producer has the specific Authorization of the Individual.

e) Disclosure to Plan Sponsor. When acting on Company's behalf, Broker/Producer may not disclose Protected Health Information to the Plan Sponsor unless the Broker/Producer has the Authorization of the Individual.

f) Minimum Necessary Information. In any instance when Broker/Producer uses, requests or discloses Protected Health Information under this Agreement or in accordance with other agreements that exist between Company and Broker/Producer, Broker/Producer may use or disclose only the minimum amount of Protected Health Information necessary to accomplish the intended purpose.

g) Use by Workforce. *Broker/Producer shall advise members of its workforce of their obligations to protect and safeguard Protected Health Information.* Broker/Producer shall take appropriate disciplinary action against any member of its workforce who uses or discloses Protected Health Information in contravention of this Agreement.

2. Sub-Contractors and Agents. Broker/Producer will require any of its subcontractors and agents to provide reasonable assurance, evidenced by written contract, *that subcontractor or agent will comply with the same privacy and security obligations as Broker/Producer with respect to such Protected Health Information.*

3. Information Safeguards. Broker/Producer will develop, implement, maintain and use appropriate administrative, technical and physical safeguards, in compliance with Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 C.F.R. Part 164.530(c) and any other implementing regulations issued by the U.S. Department of Health and Human Services, to preserve the integrity and confidentiality of and to prevent non-permitted or violating use or disclosure of Protected Health Information created or received for or from Company. *Broker/Producer will document and keep these safeguards current.*

Broker/Producer shall provide Company with such information concerning such safeguards as Company may from time to time request, and shall, upon reasonable request, give Company access to Broker/Producer's facilities used for the maintenance or processing of Protected Health Information, for inspection and copying, and to its books, records, practices, policies and procedures concerning the use and disclosure of Protected Health Information, for the purpose of determining Broker/Producer's compliance with this Agreement.

4. Security Policies. *Broker/Producer shall maintain security policies that comply with all applicable laws and regulations.* Company has the right to request a copy of Broker/Producer's security policy.

B. Compliance with Standard Transactions

If Broker/Producer conducts in whole or part Standard Transactions on or after October 16, 2003, for or on behalf of Company, Broker/Producer will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Part 162.

Broker/Producer further agrees to comply with any guidelines or requirements adopted by Company consistent with the requirements of HIPAA and any regulations promulgated thereunder, governing the exchange of information between Broker/Producer and the Company.

C. Protected Health Information Access, Amendment and Disclosure Accounting

1. Access. Broker/Producer will promptly upon Company's request make available to Company or, at Company's direction, to the individual (or the individual's personal representative) for inspection and obtaining copies any Protected Health Information about the individual which Broker/Producer created or received for or from Company and that is in Broker/Producer's custody or control, so that Company may meet its access obligations pursuant to and required by applicable law, including but not limited to 45 C. F. R. 164.524.

2. Amendment. Broker/Producer will, upon receipt of notice from Company, promptly amend or permit Company access to amend any portion of the Protected Health Information which Broker/Producer created or received for or from Company, pursuant to and required by applicable law, including but not limited to 45 C.F.R. Part 164.526.

Broker/Producer will not respond directly to an Individual's request for an amendment of their protected health information held in the Broker/Producer's Designated Record Set. Broker/Producer will refer the Individual to Company so that Company can coordinate and prepare a timely response to the Individual. Broker may inform Individual of his / her rights to have any statements or requests added to their PHI, however the Company has the right to determine if changes to the actual PHI on record will occur.

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3. Disclosure Accounting. So that Company may meet its disclosure accounting obligations pursuant to and required by applicable law, including but not limited to 45 C.F.R. Part 164.528:

a) Disclosure Tracking. Broker/Producer will promptly report to Company for each disclosure, not or a third party of Protected Health Information that Broker/Producer creates or receives for or from Company, (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom Broker/Producer 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 Broker/Producer makes to the same person or entity (including Company) for a single purpose, Broker/Producer may provide (x) the disclosure information for the first of these repetitive disclosures, (y) the frequency, periodicity or number of these repetitive disclosures and (z) the date of the last of these repetitive disclosures.

b) Exceptions from Disclosure Tracking. Broker/Producer need not report disclosure of information or otherwise account for disclosures of Protected Health Information that this Agreement or Company in writing permits or requires (i) for the purpose of Company's treatment activities, payment activities, or health care operations, (ii) to the individual who is the subject of the Protected Health Information disclosed, to that individual's personal representative or to another person or entity authorized by the individual (iii) to persons involved in that individual's health care or payment for health care; (iv) for notification for disaster relief purposes, (v) for national security or intelligence purposes, or (vi) to law enforcement officials or correctional institutions regarding inmates.

Broker/Producer need not report any disclosure of Protected Health Information that was made before April 14, 2003.

c) Broker/Producer will not respond directly to an Individual's request for an accounting of disclosures. Broker/Producer will refer the Individual to Company so that Company can coordinate and prepare a timely accounting to the Individual.

4. Confidential Communications. Broker/Producer will promptly, upon receipt of notice from Company, send an Individual's communications to the identified alternate address.

5. Disclosure to U.S. Department of Health and Human Services.

Broker/Producer shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from Company (or created or received by Broker/Producer on behalf of Company) available to the Secretary of the United States Department of Health and Human Services, for purposes of determining Company's compliance with 45 C.F.R. Parts 16064. Unless the Secretary directs otherwise, Broker/Producer shall promptly notify Company of Broker/Producer's receipt of such request, so that Company can assist in compliance with that request.

D. Breach of Privacy Obligations

1. Reporting. Broker/Producer will report to Company any use or disclosure of Protected Health Information not permitted by this Agreement or in writing by Company. Broker/Producer will promptly make the report to Company's Legal Department after Broker/Producer learns of such non-permitted or violating use or disclosure. Broker/Producer's report will:

- a) Identify the nature of the non-permitted or violating use or disclosure;
- b) Identify the Protected Health Information used or disclosed;
- c) Identify who made the non-permitted or violating use or received the non-permitted or violating disclosure;
- d) Identify what corrective action Broker/Producer took or will take to prevent further non-permitted or violating uses or disclosures;
- e) Identify what Broker/Producer did or will do to mitigate any deleterious effect of the non-permitted or violating use or disclosure; and
- f) Provide such other information, including a written report, as Company may reasonably request.
- g) Provide any additional information that may not have been requested but Broker / Producer believes will assist in current or future mitigation.

2. Breach. Without limiting the rights of the parties elsewhere set forth in the Agreement or available under applicable law, if Broker/Producer breaches its obligations under this Agreement, Company may, at its option:

- a) Exercise any of its rights of access and inspection under paragraph 3 of section A of this Agreement
- b) Require Broker/Producer to submit to a plan of monitoring and reporting, as Company may determine appropriate to maintain compliance with this Agreement and Company shall retain the right to report to the Secretary of the United States Department of Health and Human Services any failure by Broker/Producer to comply with such monitoring and reporting; or
- c) Immediately and unilaterally, terminate the Agreement, without penalty to Company or recourse to Broker/Producer, and with or without an opportunity to cure the breach. Company's remedies under this Section and set forth elsewhere in this Agreement shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

E. Obligations upon Termination

1. Return or Destruction. Upon termination, cancellation, expiration or other conclusion of the Agreement, Broker/Producer will, if feasible, return to Company or destroy all Protected Health Information, in whatever form or medium (including in any electronic medium under Broker/Producer's custody or control), that Broker/Producer created or received for or from Company, including all copies of and any data or compilations derived from and allowing identification of any individual who is a subject of the Protected Health Information. Broker/Producer 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 Agreement. Broker/Producer will identify any Protected Health Information that Broker/Producer created or received for or from Company that cannot feasibly be returned to Company 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 along with an explanation of the lack of feasibility. Within such 30 days, Broker/Producer will certify in writing, executed by an officer of the Broker / Producer, to Company that such return or destruction has been completed, will deliver to Company 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.

2. Continuing Privacy Obligation. Broker/Producer's obligation to protect the privacy of the Protected Health Information it created or received for or from Company will be continuous and survive termination, cancellation, expiration or other conclusion of this Agreement. Broker / Producer is responsible for keeping abreast of enhancements, changes or new regulations that may be implemented by HHS / CMS (See F(2) Amendment).

F. General Provisions

1. Definitions. The capitalized terms "Protected Health Information," "Standard Transaction," "Data Aggregation," "Plan Sponsor," "Designated Record Set," and "Group Health Plan" have the meanings set out in 45 C.F.R. Part 164.501 and 45 C.F.R. Part 160.103.

2. Amendment. From time to time local, state or federal legislative bodies, boards, departments or agencies may enact or issue laws, rules, or regulations pertinent to this Agreement. In such event, Broker/Producer agrees to immediately abide by all said pertinent laws, rules, or regulations and to cooperate with Company to carry out any responsibilities placed upon Company or Broker/Producer by said laws, rules, or regulations, subject to Broker/Producer's right to terminate this Agreement with thirty (30) days advance written notice to Company.

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3. Conflicts. The terms and conditions of this Agreement will override and control any conflicting term or condition of any other existing agreement between the parties. All non-conflicting terms and conditions of the other agreement remain in full force and effect.

4. Owner of Protected Health Information. Company is the exclusive owner of Protected Health Information generated or used under the terms of the Agreement.

5. Subpoenas. Broker/Producer agrees to relinquish to Company control over subpoenas Broker/Producer receives with regard to Protected Health Information belonging to Company.

6. Disclosure of De-identified Data. The process of converting Protected Health Information to De-identified Data (DID) is set forth in 45 C.F.R Part 164.514. In the event that Company provides Broker/Producer with DID, Broker/Producer shall not be given access to, nor shall Broker/Producer attempt to develop on its own, any keys or codes that can be used to re-identify the data.

7. Creation of De-identified Data. In the event Broker/Producer wishes to convert Protected Health Information to DID, it must first subject its proposed plan for accomplishing the conversion to Company for Company's written approval, which shall not be unreasonably withheld provided such conversion meets the requirements of 45 C.F.R. Part 164.514.

8. Assignment/Subcontract. Company shall have the right to review and approve, at its discretion, any proposed assignment or subcontracting of Broker/Producer's duties and responsibilities arising under the Agreement, as it relates to the use or creation or use of Protected Health Information (or DID if applicable).

9. Audit. Company shall have the right to audit and monitor all applicable activities and records of Broker/Producer to determine Broker/Producer's compliance with the requirements relating to the creation or use of Protected Health Information [and DID, if applicable] as it relates to the privacy and security sections of this Agreement.

10. Intent. The parties agree that there are no intended third party beneficiaries under this Agreement.

11. Indemnity. Broker/Producer will indemnify and hold harmless Company and any Company affiliate, officer, director, employee or agent 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 or other breach of this Agreement by Broker/Producer or any subcontractor, agent, person or entity under Broker/Producer's control.

a) Right to Tender or Undertake Defense. If Company 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 or other breach of this Agreement by Broker/Producer or any subcontractor, agent, person or entity under Broker/Producer control, Company will have the option at any time either:

- (i) To tender its defense to Broker/Producer, in which case Broker/Producer will provide qualified attorneys, consultants and other appropriate professionals to represent Company's interests at Broker/Producer's expense, or
- (ii) undertake its own defense, choosing the attorneys, consultants and other appropriate professionals to represent its interests, in which case Broker/Producer will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants and other professionals.

b) Right to Control Resolution. Company will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that Company may have tendered its defense to Broker/Producer. Any such resolution will not relieve Broker/Producer of its obligation to indemnify Company under Section F.1 1 of this Agreement.

12. Miscellaneous. This Agreement was prepared solely 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), and unless so provided in such law does not affect or change the legal relationship between Company and Broker/Producer.

IN WITNESS WHEREOF, Company and Broker/Producer execute this Agreement in multiple originals to be effective on the last date written below:

GroupLink, Inc. :

By: _____ (Signature)

Roger Brackett

Title: Privacy Officer

Date: _____

Broker/General Agency:

By: _____ (Signature)

_____ (Printed Name here)

Title: _____

Date: _____

Tax ID # ____/____/____