

AGENT APPOINTMENT CONTRACT

I AM HERBY REQUESTING TO BECOME APPOINTED AND CONTRACTED WITH COMPANION LIFE INSURANCE COMPANY.

Please note: a photocopy of the current licenses for all states to be appointed with must be attached with submitted.

1. Agent Information <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs.	
Last Name:	First Name:
Social Security No:	Nickname:
National Producer Number:	Date of Birth:
Resident Address (must be actual street address, no P.O. Box)	
(Street)	(City)
(State)	(ZIP code)
2. Commissions (please select one and attach a copy of Agency License)	
<input type="checkbox"/> Commissions shall be paid and sent to the agent name above. <input type="checkbox"/> Commissions shall be irrevocably assigned to the following agency. I understand that this assignment may only be terminated by written agreement of the agency to whom I assign these commissions.	
Agency Name:	
Agency Tax ID No:	Agency NPN:
Business Address (must be actual street address, no P.O. Box)	
(Street)	(City)
(State)	(ZIP code)
Business Phone:	FAX:
E-mail Address:	
Which address is to be used for mailing purposes: <input type="checkbox"/> Home Address <input type="checkbox"/> Business Address:	
3. Background Questions (please provide written explanation to all questions answered "Yes")	
1. Have you been appointed or contracted with Companion Life in the past?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you ever been convicted of, or are currently under, indictment for any criminal felony or misdemeanor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you ever been cited, fined, placed on probation, had your licensed suspended or revoked, or paid administrative penalties, entered into a consent order, been issued a restrictive license or otherwise been disciplined or reprimanded or are you currently under investigation by any insurance department or other regulatory authority?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Agreement	
<p>By my signature below, I hereby certify that I have reviewed all the information contained in this application and that the information is true, complete and correct to the best of my knowledge and belief. I understand that Companion Life or its affiliates or assignees may conduct information searches to verify the information contained in this application. If any information is found to be incorrect or incomplete, Companion Life has the right to reject the application or terminate any state appointment at its sole discretion. Companion Life retains sole authority to terminate any appointment subject to applicable laws and regulations.</p> <p>I further agree to comply with all insurance laws, regulations and insurance department bulletins in all jurisdictions to which I am appointed. I also agree not to use, distribute, or publish any advertisements (as defined by the laws of the jurisdiction(s) for which I am to be appointed), solicit materials or proposals unless such advertisements, materials or proposals are on file and has been approved in writing by Companion Life. In addition, I further agree to assist and cooperate with Companion Life or any of its affiliates or assignees regarding any and all insurance department inquiries, complaints or investigation and I understand that my failure to cooperate could lead to termination of my appointment.</p>	
Agent Signature	
This Agent Appointment Contract is entered into effective as of _____ ("Effective Date"), between Companion Life Insurance Company, on its own behalf and the Agent. TO BE COMPLETED BY HOME OFFICE	

FAIR CREDIT REPORTING ACT DISCLOSURE

As part of the appointment process and from time to time thereafter, Companion Life Insurance may obtain an investigative consumer report. The report may deal with character, reputation, personal traits, education, employment, credit reports, professional credentials, driving or criminal records. It may also involve personal interviews with friends, neighbors and associates. I understand I have the right to make, within a reasonable amount of time, a written request for details on the name and address of the agency making the report. I further understand that depending on the state law, subjects of an investigative consumer report may have the right to: 1) request that they be interviewed in connection with the making of the report; and 2) receive a copy of the report, upon request.



AGREEMENT WITH BUSINESS ASSOCIATE

This Agreement with Business Associate (“BAA”) is effective upon execution and is made by and between the **undersigned Agent/Agency** (“Business Associate”) and Companion Life Insurance Company, together with its direct or indirect subsidiaries including Companion Life Insurance Company of California and its subsidiaries Niagara Life and Health Insurance Company (collectively referred to as “Company”).

Business Associate shall comply with the requirements of the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations (45 C.F.R. Parts 160-64), all as amended to date and from time to time hereafter (the “HIPAA Rules”) 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 and any applicable regulations promulgated thereunder, all as amended to date and from time to time hereafter (the “HITECH Act”), that apply to business associates, along with any applicable guidance issued by United States Department of Health and Human Services (“HHS”).

A. Definitions. Except as otherwise expressly provided herein, any capitalized terms not identified here shall have the meaning as set forth in the HIPAA Rules, or the HITECH Act, as appropriate.

- A. The term “Agreement” shall mean the agreement(s) between Business Associate and Company pursuant to which Business Associate Accesses, receives, creates, transmits, or maintains PHI on Company’s behalf.
- B. The terms “Breach” and “Unsecured Protected Health Information” shall have the meanings set out in 45 C.F.R. § 164.402 but shall be limited to such as involve PHI.
- C. The term “Company Information” shall mean any information created, received, maintained, or transmitted by Business Associate from or on behalf of Company or another business associate of Company.
- D. The terms “Electronic Protected Health Information (“electronic PHI” shall be construed to be “Electronic Protected Health Information”), “Protected Health Information” (“PHI” shall be construed to be “Protected Health Information”) shall have the meanings set forth in 45 C.F.R. § 160.103 but shall be limited to such defined information as is Company Information.
- E. The term “Information System” shall have the meaning set out in 45 C.F.R. § 164.304 but shall be limited to such Systems as contain or have Access to PHI.
- F. The terms “Notify,” “Notice” or “Notification” shall mean to give the required notice through the methods stated in Section E (4) herein.
- G. The term “Part 2 Rule” means the Confidentiality of Substance Use Disorder Patient Records Rule (42 C.F.R. Part 2).
8. The term “Patient Identifying Information” means Company Information that (a) would identify, directly or indirectly, an individual as having been diagnosed, treated, or referred for treatment for a substance use disorder, such as indicated through standard medical codes, descriptive language, or both and (b) is subject to the Part 2 Rule, limited to the Patient Identifying Information that Business Associate receives from or on behalf of Company.
9. The term “Security Incident” shall have the meaning set out in 45 C.F.R. § 164.304 but shall be limited to such Incidents as occur with respect to Information Systems.

B. Privacy & Security of Protected Health Information and Electronic Protected Health Information.

1. **Permitted Uses and Disclosures.**

- a. Business Associate is permitted or required to Use or Disclose PHI to perform to perform services or activities for Company as provided in any Agreement and otherwise for the following purposes, as applicable:
- b. **Business Associate’s Operations.** Business Associate may use the Minimum Necessary PHI for Business Associate’s proper management and administration or to carry out Business Associate’s legal responsibilities. Business Associate may Disclose the Minimum Necessary PHI for Business Associate’s proper management and administration or to carry out Business Associate’s legal responsibilities only if:

- (i) The Disclosure is Required by Law; or
 - (ii) Business Associate obtains reasonable assurance, evidenced by written contract, from any person or organization to which Business Associate will Disclose PHI that the person or organization will:
 - a. Hold such PHI 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; and
 - b. Promptly notify Business Associate (who will in turn promptly notify Company) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
2. **Minimum Necessary and Limited Data Set.** Business Associate's Use, Disclosure or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, Business Associate will, in its performance of the functions, activities, services, and operations specified in Section B.1.a, above, make reasonable efforts to Use, to Disclose, and to request only the minimum amount of Company's Protected Health Information reasonably necessary to accomplish the intended purpose of the Use, Disclosure or request. In addition, Business Associate also agrees to implement and follow appropriate minimum necessary policies as prescribed by any applicable guidance issued by HHS.
3. **Prohibition on Unauthorized Use or Disclosure.** Business Associate will neither Use nor Disclose PHI except as permitted or required by this BAA or as Required by Law. This BAA does not authorize Business Associate to Use or Disclose PHI in a manner that would violate the HIPAA Rules or the HITECH Act, if done by Company, except as set forth in Section B.1.b.
4. **Sale of PHI:** Business Associate shall not directly or indirectly receive remuneration in exchange for PHI to the extent prohibited by the HIPAA Rules.
5. **Marketing:** Business Associate shall not directly or indirectly receive payment for any use or disclosure of PHI for marketing purposes to the extent prohibited by the HIPAA Rules.
6. **Fundraising:** Business Associate shall not use or disclose PHI for fundraising purposes to the extent prohibited by the HIPAA Rules.
7. **Genetic Information:** Business Associate shall not use or disclose genetic information to the extent prohibited by the HIPAA Rules.
8. To the extent that Company and Business Associate agree that Business Associate is to carry out Company's or its clients' obligations under 45 C.F.R. Part 164, Subpart E (the Privacy Rule), Business Associate shall comply with the requirements of the Privacy Rule that apply to Company or its clients in the performance of such obligation. In addition, Business Associate shall comply with the applicable requirements of 45 C.F.R. Part 164, Subpart C. This provision shall not be interpreted to limit the generality of any other provision of this BAA.
9. **Information Safeguards.** Business Associate will develop, document, implement, maintain, and use appropriate Administrative, Technical, and Physical Safeguards, in compliance with the HIPAA Rules and any other implementing regulations issued by HHS and any other applicable laws requiring information safeguards. The safeguards will be designed to preserve the integrity, availability, and confidentiality of electronic PHI, and to prevent intentional or unintentional non-permitted or violating use or disclosure of, PHI. Business Associate will keep these safeguards current.
10. **Subcontractors and Agents.** Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted by this BAA or in writing by Company to Disclose PHI, to provide reasonable assurance, evidenced by written contract, that such subcontractor or agent will comply with the same privacy, security, and breach notification obligations as Business Associate with respect to such PHI.
- C. **Compliance with Standard Transactions.** If Business Associate conducts, in whole or part, Standard Transactions for or on behalf of Company, Business Associate 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. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any Trading Partner Agreement in connection with the conduct of Standard Transactions for or on behalf of Company that:
- 1. Changes the definition, data condition, or Use of a data element or segment in a Standard Transaction;

2. Adds any data element or segment to the maximum defined data set;
3. Uses any code or data element that is marked “not used” in the Standard Transaction’s implementation specification or is not in the Standard Transaction’s implementation specification; or
4. Changes the meaning or intent of the Standard Transaction’s implementation specification.

D. Individual Rights.

1. **Access.** Business Associate will, within five (5) business days after 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 PHI in a Designated Record Set about the individual that is in Business Associate’s custody or control, so that Company may meet its access obligations under 45 C.F.R. § 164.524 and, where applicable, the HITECH Act. Business Associate shall make such information available in an electronic format when directed by Company.
2. **Amendment.** Business Associate will, upon receipt of notice from Company, promptly amend or permit Company access to amend any portion of the PHI in a Designated Record Set, so that Company may meet its amendment obligations under 45 C.F.R. § 164.526.
3. **Disclosure Accounting.** So that Company may meet its Disclosure accounting obligations under 45 C.F.R. § 164.528:

- a. **Disclosure Tracking.** Business Associate will record information concerning each Disclosure of PHI, not excepted from Disclosure tracking under BAA Section D.3(b) below, that Business Associate makes to Company or a third party. The Disclosure Information Business Associate will record includes the requirements set forth in the HIPAA Rules and the HITECH Act, including, but not limited to: (i) the Disclosure date; (ii) the name and (if known) address of the Person or Individual to whom Business Associate made the Disclosure; (iii) a brief description of the PHI 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 for a single purpose, Business Associate 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.

Business Associate will make this Disclosure Information available to Company within ten (10) business days after Company’s request.

- b. **Exceptions from Disclosure Tracking.** Business Associate need not record disclosure information or otherwise account for Disclosures of PHI that this BAA permits or requires (i) for purposes of Treating the Individual who is the subject of the PHI disclosed, payment for that Treatment, or for the Health Care Operations of Company or Business Associate (except where such recording or accounting is required by the HITECH Act, and not earlier than the effective dates for this provision of the HITECH Act); (ii) to the Individual who is the subject of the PHI Disclosed or to that Individual’s personal representative; (iii) pursuant to a valid authorization by the Person who is the subject of the PHI Disclosed; (iv) to Persons involved in that Individual’s health care or Payment related to that Individual’s health care; (v) for notification for disaster relief purposes; (vi) for national security or intelligence purposes; (vii) as part of a Limited Data Set; or (viii) to law enforcement officials or correctional institutions regarding inmates or other persons in lawful custody.

- c. **Disclosure Tracking Time Periods.** Unless otherwise provided under the HIPAA Rules or the HITECH Act, Business Associate must have available for Company the disclosure information required by BAA Section D.3(a) for the six (6) years preceding Company’s request for the disclosure information. In addition, where Business Associate is contacted directly by an Individual based on information provided to the Individual by Company, and where so required by the HIPAA Rules or the HITECH Act and/or any accompanying regulations, Business Associate shall make such Disclosure Information available directly to the Individual.

4. **Restriction Requests; Confidential Communications.** Business Associate shall promptly notify Company’s Privacy Officer of any Individual request made pursuant to 45 C.F.R. § 164.522 that Company or Business Associate restrict the Disclosure of PHI of the Individual. Business Associate will comply with any requests for restriction requests and confidential communications of which it is aware and to which Company agrees pursuant to 45 C.F.R. § 164.522 (a) and (b).

5. **Inspection of Books and Records.** Business Associate will make its internal practices, books, and records, relating to its Use and Disclosure of PHI, available to Company and to HHSs to determine compliance with the HIPAA Rules or this BAA.
6. **Certification/Security Questionnaire.** Business Associate shall, upon Company's request, provide one of the following (as chosen by Business Associate): (a) true and complete responses to Company's security questionnaire followed by notification to Company as soon as possible of any changes to the answers to the security questionnaire that materially and negatively affect Business Associate's ability to protect PHI; (b) a copy of a SOC 2, Type 2 report that has been issued within the last 12 months prior to the request; (c) an up-to-date certification by an independent third party that the ISO 27001 or HITRUST standards have been met; or (d) an equivalent report, signed by Business Associate's Chief Executive Officer, attests to the sufficiency of Business Associate's physical, technical, and administrative controls on the privacy and security of Protected Health Information that has been signed within the last 12 months prior to the request.

E. Breach of Privacy & Security Obligations.

1. **Breach.** Business Associate will Notify Company in writing of any unauthorized Use or Disclosure of PHI. Business Associate will make this Notification to Company's Privacy Officer within seventy-two (72) hours after Business Associate knew or by the exercise of reasonable diligence should have known of such unauthorized Use or Disclosure. In addition, Business Associate will Notify Company, following discovery and without unreasonable delay, but in no event later than seventy-two (72) hours following discovery, any "Breach" of "Unsecured Protected Health Information".

A Breach of Unsecured Protected Health information, an unauthorized Use or Disclosure of PHI, or a successful Security Incident (each a "Reportable Incident") shall be treated as discovered by Business Associate as of the first day on which such Reportable Incident is known to Business Associate, or, by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Reportable Incident if such reportable Incident is known, or by exercising reasonable diligence would have been known, to any Individual, other than the Individual committing the breach, who is a workforce member or agent of Business Associate (determined in accordance with the federal common law of agency). Business Associate shall cooperate with Company in investigating the Breach and in meeting the Company's obligations under the Breach Notification Regulations (45 C.F.R. Part 164, Subparts A, D) and any other security breach notification laws.

As soon as practicable, but in no case later than within thirty (30) days of discovery of Reportable Incident, Business Associate shall also provide Company with a written report on the Reportable Incident, which shall include the identification (if known) of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, Accessed, acquired, or Disclosed during such Breach. Business Associate's report will also:

- A. Identify the nature of the Reportable Incident, including the date of the Reportable Incident and the date of discovery of the Reportable Incident;
 - B. Identify the PHI Accessed, Used or Disclosed as part of the Breach (e.g., full name, social security number, date of birth, etc.);
 - C. Identify who made the non-permitted or violating Access, Use or Disclosure and who received the non-permitted Disclosure;
 - D. Identify what corrective action Business Associate took or will take to prevent further such Reportable Incidents;
 - E. Identify what Business Associate did or will do to mitigate any deleterious effect of the Reportable Incident; and
 - F. Provide such other information as Company may reasonably request.
2. **Security Incident.** Business Associate will report to Company any Security Incident of which Business Associate becomes aware. Business Associate will make this report upon Company's request, except if any such Security Incident resulted in an unauthorized Access, Use, or Disclosure of Company's electronic PHI not permitted by this BAA. If the Security Incident resulted in an unauthorized Access, Use, or Disclosure, then a written report shall be provided according to the timeline and content requirements in Section E.1 above.

3. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect resulting from any Reportable Incident. In addition, Business Associate shall cooperate with and implement any reasonable mitigation requests by Company relating to any Reportable. Any mitigation performed pursuant to this Section shall be done at Business Associate's expense.
4. **Notification Methods.** Any Notifications required of Business Associate by this BAA shall be sent as follows:
 - a. In writing:
 - (i) by email to Company at cybersecurity.mgr@bcbsc.com; and
 - (ii) by certified U.S. Mail, return-receipt requested to Company's Chief Privacy Officer at I-20 at Alpine Road, Mail Code AC-200, Columbia, SC 29219, Attn: Chief Privacy Officer; and
 - b. Orally, by calling Company at 855-642-2583.

Company may change any email address, physical address, or telephone number required above by indicating such updated contact information to Business Associate in writing in advance.

F. Patient Identifying Information.

1. Business Associate acknowledges that information subject to the Part 2 Rule (as defined below) may be exchanged under the terms of this BAA. This section addresses the Business Associate's obligations with respect to such information.
2. Business Associate shall:
 - a. Comply with the requirements of the Part 2 Rule with respect to all Patient Identifying Information it receives;
 - b. Implement appropriate safeguards to prevent unauthorized uses and disclosures of Patient Identifying Information; such safeguards will comply with 42 C.F.R. § 2.16;
 - c. Report to Company any unauthorized use, disclosure, or breach of Patient Identifying Information in the manner required in Article E of this BAA;
 - d. Refrain from redisclosing Patient Identifying Information to any person or entity other than Company, unless such redisclosure is permitted by an applicable provision of the Part 2 Rule; and
 - e. Use Patient Identifying Information for the payment and health care operations activities Business Associate performs on behalf of Company and for no other purpose unless such Use is permitted by an applicable provision of the Part 2 Rule.

G. General Provisions.

1. Termination of Agreement.

- a. **Right to Terminate for Breach.** Either Party (the "Terminating Party") may terminate this BAA (and the applicable Agreement) if the other Party (the "Breaching Party") has breached any material provision of this BAA and such material breach is either not capable of being cured or, if capable of being cured, has remained uncured for at least thirty (30) days from receipt of written notice stating the material breach. The Terminating Party may exercise this right to terminate this BAA (and the Agreement(s)) by providing the Breaching Party written notice of termination, stating the material breach that provides the basis for the termination and the termination date.
- b. **Obligations upon Termination.**
 - i. **Return or Destruction.** Upon termination, cancellation, expiration or other conclusion of Agreement, Business Associate will, if feasible, return to Company or destroy all PHI in whatever form or medium (including any electronic medium) and all copies of any data or compilations derived from and allowing identification of any individual who is a subject of PHI. Company will determine, in its sole discretion, whether Business Associate will destroy or return such PHI. Business Associate will complete such return or destruction as promptly as possible, but not later than ten (10) business days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement. All costs related to the Business Associate's return or destruction of PHI will be paid by the Business Associate. Business Associate will identify any PHI that cannot feasibly be returned

to Company or destroyed. Business Associate will limit its further Use or Disclosure of that to those purposes that make return or destruction of that PHI infeasible. Within ten (10) business days after the effective date of the termination, cancellation, expiration or other conclusion of this BAA (or the Agreement(s)), Business Associate will (a) certify on oath in writing to Company that such return or destruction has been completed, (b) deliver to Company the identification of any PHI for which return or destruction is infeasible, and (c) certify that it will only Use or Disclose such PHI for those purposes that make return or destruction infeasible.

- ii. **Continuing Privacy Obligation.** Business Associate's obligation to protect the privacy of PHI will be continuous and survive termination, cancellation, expiration or other conclusion of this BAA (or the Agreement(s)).
 - c. **Other Obligations and Rights.** Business Associate's other obligations and rights and Company's obligations and rights upon termination, cancellation, expiration or other conclusion of Agreement will be those set out in the Agreement.
 2. **Indemnity.** Business Associate 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 Reportable Incident or breach of this BAA by Business Associate or any of its agents, representatives, or direct or indirect subcontractors.
 - 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 Reportable Incident or breach of this BAA by Business Associate or any subcontractor, agent, person or entity under Business Associate's control, Company will have the option at any time to either: (i) tender its defense to Business Associate, in which case Business Associate will provide qualified attorneys, consultants, and other appropriate professionals to represent Company's interests at Business Associate's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Business Associate 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 Business Associate. Any such resolution will not relieve Business Associate of its obligation to indemnify Company under this BAA Section G.2.
3. **Owner of Protected Health Information.** Company is the exclusive owner of PHI and Patient Identifying Information.
4. **Amendment to BAA.** Upon the effective date of any final regulation or amendment to final regulations promulgated by HHS with respect to PHI or Standard Transactions, this BAA will automatically amend such that the obligations they impose on Business Associate remain in compliance with these regulations.
5. **Disclosure of De-identified Data.** The process of converting PHI or electronic PHI to De-identified Data ("DID") is set forth in 45 C.F.R. § 164.514. In the event that Company provides Business Associate with DID, Business Associate shall not be given access to, nor shall Business Associate attempt to develop on its own, any keys or codes that can be used to re-identify data.
6. **Creation of De-identified Data.** In the event Business Associate wishes to convert PHI or electronic PHI to DID, it must first secure Company's advance written consent which Company may withhold, condition, or delay in its sole discretion.
7. **Third Party Beneficiary Intent.** This BAA is not intended to create any right, claim, or remedy in favor of any person or entity other than Company and Business Associate.
8. This BAA is intended to be the sole business associate agreement between the parties and supersedes and any all-prior business associate agreements between them.

IN WITNESS WHEREOF, Company and Business Associate execute this BAA in multiple originals to be effective on the last date written below.


Print Agent/Agency Name

By: _____

Title: _____

Date: _____

**Companion Life Insurance Company, and on
behalf of Companion Life Insurance Company of
California and its subsidiaries Niagara Life and
Health Insurance Company**

By:  _____

Title: President _____

Date: _____

TO BE COMPLETED BY HOME OFFICE