

This **AGREEMENT** is made this _____ day of _____, 20__ (“Effective Date”) by and between Solstice Benefits, Inc., on behalf of all subsidiary and affiliated companies including but not limited to Solstice Health Insurance Company, Solstice of New York, Inc., and Solstice of Illinois, Inc., (collectively the “Company”) and _____ (“Broker”).

1. Solstice Benefits, Inc. is a Florida corporation duly licensed as an Insurance Administrator, Discount Medical Plan Organization and a Prepaid Limited Health Service Organization under Chapters 626 and 636 of the Florida Statutes. Solstice Health Insurance Company is licensed to provide Accident and Health Insurance pursuant to Article 42 of the New York Insurance Law.
2. Broker is duly licensed and shall maintain all licenses as an insurance agency throughout the Term (as defined below) of this Agreement, including but not limited to; complying with all applicable statutory, regulatory and continuing education credit requirements. Broker shall immediately notify the Company if it suffers termination, suspension or expiration of its license in the State of Florida as well as any criminal, civil, administrative or disciplinary action or proceeding involving Broker.
3. The Company and Broker are independent contractors and nothing contained in this Agreement shall be deemed or construed (i) to create a partnership or joint venture between or among the Parties or (ii) to constitute any Party or employee, agent or associate of a Party as an employee, agent or associate of any other Party. Broker acknowledges and agrees that the Company shall have no responsibility for Broker’s licenses, income, FICA, unemployment or any other taxes, fees or levies upon Broker.
4. The Company hereby authorizes Broker to represent the Company for purposes of marketing the products as set forth in Schedule 4, attached hereto and incorporated herein (“Products”), to individuals, employers and other eligible groups. Broker shall enroll subscribers and their dependents in the Products. In representing the Company, Broker shall use only sales and advertising materials authorized by the Company and shall comply with all applicable laws, regulations and the Company’s Policies and Procedures, as from time to time may be changed or modified by the Company (“Policies”). Broker shall in no way misrepresent the Company, the Products, the nature or scope of benefits offered by the Company or its business partners. Broker shall not have any authority to change, alter, or modify the Company’s Products in any way, including, but not limited to; adding to, discharging, waiving or extending the time of any rates or benefits.
5. Broker is not authorized to collect any funds on behalf of the Company; however, in the event Broker collects such funds:
 - a. All checks for such payments must be made payable to the Company.
 - b. Any sums of money for payment or otherwise received by Broker for the benefit of the Company shall be held by Broker in a fiduciary capacity for the Company, and shall be delivered to the Company within five business days after receipt by Broker.
 - c. Broker shall not deduct or retain from any such payment Commission which may be payable to Broker under this Agreement.
6. Broker shall not employ or make use of any advertisement or material in which the Company or its business partner’s name, logo and/or corporate symbols are contained without the prior express written consent of the Company. All printed materials, applications, sales literature and any other written material which the Company may furnish to Broker shall remain the property of the Company, subject at all times to such Company’s control, and Broker shall promptly return all such materials to the Company immediately upon the Company’s request. All marketing and advertising materials concerning the Products or the Company used by Broker shall be approved in writing by the Company before such materials are distributed or otherwise used in any manner.
7. Except as otherwise set forth herein, the Company shall pay Broker a commission payment as set forth in Schedule 7, attached hereto and incorporated herein (“Commission”), for each Contract entered into with Company through the efforts of Broker, as evidenced on the applicable enrollment application and by appointment as Agent of Record; provided, however, that the Company may
 - a. amend such Commission amounts at the Company’s sole discretion;
 - b. defer payment until the Broker is duly appointed; and,
 - c. offset any overpayment or other sums due the Company by Broker;
8. The Company shall have the right, in its sole discretion, to decline any application, apply substandard ratings as permitted by law, withdraw any Product, or return any payments submitted to the Company without any liability to Broker. Broker’s Commission shall be paid only against payments actually received by the Company. No Commission shall be payable by the Company to Broker on account of waived payments or payments refunded by the Company for any reason. Broker shall earn no Commission as a result of any unauthorized activity, as determined by the Company, in the Company’s sole discretion.
9. As set forth in Schedule 9 attached hereto and incorporated herein, Broker shall provide the Company all information required for appointment, including, but not limited to verification of the Broker’s (a) licensure status; (b) errors and omission insurance coverage; and (c) all other information required to comply with the Company’s and any and all applicable legal or regulatory requirements for appointment; and the Broker shall complete any and all forms required to be completed by the Company for appointment of Agents.
10. The term of this Agreement shall commence on the Effective Date and remain in effect until either party elects to terminate this Agreement by notifying the other party in writing at least thirty (30) days prior to the date of termination. Upon termination of this Agreement the Company shall pay Broker renewal Commission in accordance with this Agreement for a period of two (2) years thereafter the Company shall have no further

obligations to pay Commissions to the Broker under this Agreement. Upon termination of this Agreement, Broker shall promptly deliver to the Company or destroy all Confidential Information that is in Broker's possession or control.

11. Broker shall maintain and provide access to all documents, records and other information concerning the Products and any services provided under this Agreement in accordance with generally accepted industry standards, state and federal laws. All records shall be treated as confidential so as to comply with all state and federal laws regarding confidentiality of patient information including, but not limited, to all requirements of 42 U.S.C. 1171 et seq. enacted by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as amended from time to time ("HIPAA"), as set forth in Schedule 11 the Business Associate Agreement attached hereto and incorporated herein.
12. Broker acknowledges that as a result of this Agreement, Broker may become informed of, and have access to, valuable and confidential information of the Company and its affiliates, parents and subsidiaries, including, without limitation, member/subscriber lists, policy and procedure manuals, financial records, trademarks, patents, copyrights, business and rate methodologies any and all information set forth on the Company's web site and contracts, including, without limitation, the provisions of this Agreement, (the "Confidential Information"), and that the Confidential Information shall remain the exclusive property of the Company to be held by Broker in trust and solely for such Company's benefit. Accordingly, except as required by law, Broker shall not, at any time, either during or subsequent to the Term, use, reveal, report, publish, copy, transcribe, transfer or otherwise disclose to any person, corporation or other entity, any of the Confidential Information without the prior written consent of the Company.
13. Broker recognizes and agrees that the Company has a valuable business relationship with each of its Subscribers and, further, that Broker stands in a position to influence Subscribers' decisions concerning the Products. In recognition of the Company's valuable business relationships with its Subscribers, Broker agrees that, during the Term, and for two (2) years after termination of this Agreement, Broker shall not (i) solicit Subscribers, directly or indirectly, to enroll in any other insurance, coverage or alternative care delivery system that competes with the Products; (ii) induce or attempt to induce any Group and/or Member to terminate their association with the Company; (iii) interfere with the collection of any renewal payments; (iv) engage in fraudulent acts misrepresenting membership benefits or payments; or (v) induce or attempt to induce any agent, representative, manager or employee of the Company to terminate their association with the Company.
14. Broker shall indemnify, defend and hold the Company and its directors, officers, employees, representatives and affiliated companies and subsidiaries harmless from and against any and all claims, suits, demands, liabilities, costs, damages and expenses whatsoever, including

reasonable attorneys' fees, arising from or related in any way to: (i) any and all services rendered pursuant to this Agreement by Broker, its officers, directors, employees, representatives or independent contractors, including Agents, or any omission with respect to such services; (ii) any unauthorized warranties made by Broker, its officers, directors, employees, representatives, or independent contractors, including Agents, with respect to the Products, whether expressed or implied; (iii) any breach by Broker, its officers, directors, employees, representatives, or independent contractors, including Agents, under this Agreement; or (iv) any violation by Broker, its officers, directors, employees, representatives, or independent contractors, including Agents, of any federal, state or local laws or regulations or other requirements, including the Policies.

15. This Agreement is made and delivered in and shall be governed by and construed and enforced in accordance with the applicable laws of the State of Florida. Any suit, action or proceeding with respect to this Agreement shall be brought in federal or state court located in Broward County, Florida and the Parties accept the exclusive personal jurisdiction of those courts for the purpose of any suit, action or proceeding. The Parties knowingly, voluntarily and intentionally waive the right any Party may have to a trial by jury in respect of any litigation arising out of, under or in connection with this Agreement. In the event that one or more of the provisions herein shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality, and enforceability of the remaining terms of this Agreement shall not in any way be affected.
16. This Agreement and all Schedules expressly incorporated into this Agreement by reference constitute the entire agreement and understanding between and among the Parties hereto relating to the subject matter of this Agreement and supersede all prior agreements and understandings, oral or written, by any Party relating to the subject matter of this Agreement. The Company may modify or amend one or more provisions of this Agreement upon thirty (30) days notice to Broker. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective heirs, legal representatives, successors and assigns. Broker shall not assign, delegate, subcontract, or otherwise transfer its rights, obligations and/or interests arising under this Agreement without the prior written consent of the Company.
17. This Agreement is intended to comply with existing state and federal law. The Parties, however, acknowledge that the existing law and regulations may change and that the courts or state or federal agencies with appropriate jurisdiction may change their interpretation of existing law. Upon enactment or amendment of any state or federal law or regulation, or upon the issuance of any judicial or interpretive ruling of any existing state or federal law or regulation that renders this Agreement illegal or materially changes the obligations of the Parties, this Agreement shall be terminated or amended in accordance with Section IV.J as required by any such law or regulation.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first written above.

Solstice Benefits, Inc.

Broker

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

SCHEDULE 4 | PRODUCTS

Refer to paragraph four (4)

SCHEDULE 7 | COMMISSION

Refer to paragraph seven (7)

- I. **Contracts.** The Company shall pay Broker, as indicated below, for all full rated Contracts entered into on or after the Effective Date.

PRODUCT	PERCENTAGE OF PAYMENT
DMPO Plus Group & DMPO Individual	Standard
PLHSO Premium/Solstice Group	Standard
PPO/Indemnity	Standard
Prepaid Vision Group	Standard
Life, Long Term and Short Term Disability	Standard

SCHEDULE 9 | BROKER INFORMATION

Refer to paragraph nine (9)

Broker Name _____
Social Security # _____ - _____ - _____
Company Name _____
Employer Tax Id # _____ - _____
Address _____
City/St/ZIP _____
Phone (_____) _____
FAX #: (_____) _____
Email _____

Pay Commission to: ____ Company ____ Broker

Please attach the following:

- Signed W-9 with Tax Id Number of the entity to be paid commission
- Copy of Current Florida E&O Insurance
- Copy of Current Florida Insurance License

Mail to: Solstice Benefits, Inc
PO Box 19199
Plantation, FL 33318
877.760.2247 Toll Free
954.476.8816 Fax

Agent # _____

FOR OFFICE USE ONLY

SCHEDULE 11 | BUSINESS ASSOCIATE AGREEMENT

Refer to paragraph eleven (11)

This agreement ("Agreement") is effective on April 14, 2003 and is between Solstice Benefits, Inc. on behalf of all subsidiary and affiliated companies including but not limited to Solstice Health Insurance Company, Solstice of New York, Inc., and Solstice of Illinois, Inc., (hereinafter collectively the "Company"), and _____ ("Broker/Agent"). 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/Agent 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/Agent 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/Agent 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
 - (2) 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;
 - (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/Agent, or functions necessary to use electronic systems in development at

Company that will support Broker/Agent activity, such as electronic enrollment, electronic billing, and electronic customer service.

- a) Broker/Agent Operations. Broker/Agent is permitted to use and disclose Protected Health Information it creates or receives for or from Company as follows:
 - (i) Use of PHI. Broker/Agent may use Protected Health Information it creates or receives for or from Company as necessary for Broker/Agent's proper management and administration or to carry out Broker/Agent's legal responsibilities.
 - (ii) Disclosure of PHI. Broker/Agent may disclose such Protected Health Information as necessary for Broker/Agent's proper management and administration or to carry out Broker/Agent's legal responsibilities only if:
 - (a) The disclosure is required by law; or
 - (a) Broker/Agent obtains reasonable assurance evidenced by written contract, from any person or organization to which Broker/Agent will disclose such Protected Health Information that the person or organization will:
 - (1) Hold such Protected Health Information in confidence and use or further disclose it only for the purpose for which Broker/Agent disclosed it to the person or organization or as required by law; and
 - (2) Notify Broker/Agent (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.
 - b) Data Aggregation Services. If specifically authorized by the Company, the Broker/Agent may provide data aggregation services relating to the health care operations of the Company.
 - c) Disclosure to Group Health Plan. Broker/Agent may disclose Protected Health Information to the Group Health Plan only if:
 - (i) The Broker/Agent is also a Business Associate of the Group Health Plan, or
 - (ii) The Broker/Agent has the specific Authorization of the Individual.
 - d) Disclosure to Plan Sponsor. When acting on Company's behalf, Broker/Agent may not disclose Protected Health Information to the Plan Sponsor unless the Broker/Agent has the Authorization of the Individual.
 - e) Minimum Necessary Information. In any instance when Broker/Agent uses, requests or discloses Protected Health Information under this Agreement or in accordance with other agreements that exist between Company and Broker/Agent, Broker/Agent may use or disclose only the minimum amount of Protected Health Information necessary to accomplish the intended purpose.
 - f) Use by Workforce. Broker/Agent shall advise members of its workforce of their obligations to protect and safeguard Protected Health Information. Broker/Agent shall take appropriate disciplinary action against any member of its workforce who uses or discloses Protected Health Information in contravention of this Agreement.
- 1) Sub-Contractors and Agents. Broker/Agent 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/Agent with respect to such Protected Health Information.
 - 2) Information Safeguards. Broker/Agent 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/Agent will document and keep these safeguards current.

Broker/Agent 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/Agent'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/Agent's compliance with this Agreement.
 - 3) Security Policies. Broker/Agent shall maintain security policies that comply with all applicable laws and regulations. Company has the right to request a copy of Broker/Agent's security policy.

B) Compliance with Standard Transactions

If Broker/Agent conducts in whole or part Standard Transactions on or after October 16, 2003, for or on behalf of Company, Broker/Agent 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/Agent further agrees to comply with any guidelines or requirements adopted by Company consistent with the requirements of HIPM and any regulations promulgated hereunder, governing the exchange of information between Broker/Agent and the Company.

C) Compliance with ARRA

Broker/Agent shall comply with each and every obligation imposed on business associates under 42 USC 17921-17954 (Subtitle

D of Title XIII of the American Recovery and Reinvestment Act of 2009), and each of those obligations is hereby incorporated by reference into this agreement, with the understanding that compliance with each of those obligations is required under this agreement only as of the date upon which compliance with each of those obligations is required under ARRA.

D) Protected Health Information Access, Amendment and Disclosure Accounting

- 1) Access. Broker/Agent 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/Agent created or received for or from Company and that is in Broker/Agent'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/Agent will, upon receipt of notice from Company, promptly amend or permit Company access to amend any portion of the Protected Health Information which Broker/Agent 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/Agent will not respond directly to an Individual's request for an amendment of their protected health information held in the Broker/Agent's Designated Record Set. Broker/Agent 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.

- 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/Agent will promptly report to Company for each disclosure, not or a third party of Protected Health Information that Broker/Agent 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/Agent 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/Agent makes to the same person or entity (including Company) for a single purpose, Broker/Agent 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/Agent 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/Agent need not report any disclosure of Protected Health Information that was made before April 14, 2003.
 - c) Broker/Agent will not respond directly to an Individual's request for an accounting of disclosures. Broker/Agent will refer the Individual to Company so that Company can coordinate and prepare a timely accounting to the Individual.
- 4) Confidential Communications. Broker/Agent 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/Agent 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/Agent 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/Agent shall promptly notify Company of Broker/Agent's receipt of such request, so that Company can assist in compliance with that request.

E) Breach of Privacy Obligations

- 1) Reporting. Broker/Agent will report to Company any use or disclosure of Protected Health Information not permitted by this Agreement or in writing by Company- Broker/Agent will promptly make the report to Company's Legal Department after Broker/Agent learns of such non-permitted or violating use or disclosure. Broker/Agent'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/Agent took or will take to prevent further non-permitted or violating uses or disclosures;
 - e) Identify what Broker/Agent did or will do to mitigate any deleterious effect of the non-permitted or violating use or disclosure;
 - 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.
- 1) Breach. Without limiting the rights of the parties elsewhere set forth in the Agreement or available under applicable law, if Broker/Agent 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/Agent 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/Agent to comply with such monitoring and reporting; or
 - c) Immediately and unilaterally, terminate the Agreement, without penalty to Company or recourse to Broker/Agent, 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.

F) Obligations Upon Termination

- 1) Return or Destruction. Upon termination, cancellation, expiration or other conclusion of the Agreement, Broker/Agent will "if feasible" return to Company or destroy all Protected Health Information, in whatever form or medium (including in any electronic medium under Broker/Agent's custody or control), that Broker/Agent 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/Agent 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/Agent will identify any Protected Health Information that Broker/Agent 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/Agent 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/Agent'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).

G) 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/Agent 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/Agent by said laws, rules, or regulations, subject to Broker/Agent's right to terminate this Agreement with thirty (30) days advance written notice to Company.
- 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/Agent agrees to relinquish to Company control over subpoenas Broker/Agent 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/Agent with DID, Broker/Agent shall not be given access to, nor shall Broker/Agent 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/Agent 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/Agent'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/Agent to determine Broker/Agent'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/Agent 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/Agent or any subcontractor, agent, person or entity under Broker/Agent'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/Agent or any subcontractor, agent, person or entity under Broker/Agent control, Company will have the option at any time either:
 - (i) To tender its defense to Broker/Agent, in which case Broker/Agent will provide qualified attorneys, consultants and other appropriate professionals to represent Company's interests at Broker/Agent's expense, or
 - (ii) undertake its own defense, choosing the attorneys, consultants and other appropriate professionals to represent its interests, in which case Broker/Agent 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/Agent. Any such resolution will not relieve Broker/Agent of its obligation to indemnify Company under Section F.11 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/Agent.