

INDEPENDENT PRODUCER AGREEMENT

THIS PRODUCER AGREEMENT ("AGREEMENT") IS BY AND BETWEEN CPS ADVANTAGE INSURANCE SERVICES, INC. ("CPS ADVANTAGE"), THE PRODUCER, INDIVIDUALLY, NAMED BELOW (THE "PRODUCER"), AND ITS AFFILIATED INSURANCE AGENCY, IF APPLICABLE ("PRODUCER AGENCY") (COLLECTIVELY THE "PRODUCER").

NAME: _____
 LAST FIRST M.I.

ADDRESS: _____

MOBILE PHONE: _____ OFFICE PHONE: _____

E-MAIL: _____ SOCIAL SECURITY # _____

FOR AGENCY SETUPS:

ENTITY NAME: _____ Tax ID: _____

WHEREAS, CPS ADVANTAGE IS A GENERAL AGENT, MANAGING GENERAL AGENT, AND/OR BROKER FOR INSURANCE CARRIERS UNDER VARIOUS CONTRACTS ("CPS ADVANTAGE CARRIERS") AND HAS THE AUTHORITY TO RECOMMEND THE APPOINTMENT OF THE PRODUCER TO SELL THE INSURANCE PRODUCTS OF CPS ADVANTAGE CARRIERS; AND

WHEREAS, PRODUCER IS AN INDEPENDENT CONTRACTOR AND DESIRES TO BE APPOINTED THROUGH CPS ADVANTAGE TO ACCESS SUCH LIFE INSURANCE PRODUCTS FROM CPS ADVANTAGE CARRIERS;

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL PROVISIONS HEREINAFTER SET FORTH AND FOR OTHER GOOD AND VALUABLE CONSIDERATION AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1) THE PRODUCER SHALL COMPLY WITH ALL (I) FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND RULES APPLICABLE TO THE PRODUCER'S SOLICITATION OF INSURANCE PRODUCTS, AND (II) ALL RULES, POLICIES, PROCEDURES AND STANDARDS WHICH ARE PROVIDED TO THE PRODUCER BY CPS ADVANTAGE OR BY ANY CPS ADVANTAGE CARRIER.
 - A) THE PRODUCER SHALL BE FULLY RESPONSIBLE FOR MONITORING AND COMPLYING WITH ALL PRODUCER INFORMATION AND INSTRUCTIONS RELEASED BY CPS ADVANTAGE CARRIERS WITH WHICH THE PRODUCER IS APPOINTED OR WILL REQUEST APPOINTMENT.
 - B) THE PRODUCER SHALL HOLD THE APPROPRIATE INSURANCE LICENSURE(S) IN THE STATE OF SOLICITATION AND IN THE STATE WHERE THE APPLICATION IS SIGNED PRIOR TO SUBMITTING AN APPLICATION FOR INSURANCE TO CPS ADVANTAGE.
 - C) THE PRODUCER SHALL COMPLETE PRE-CONTRACTING OR APPOINTMENT PAPERWORK WITH THE CPS ADVANTAGE CARRIER PRIOR TO SOLICITING THE SALE OF A PRODUCT, IF REQUIRED.
 - D) THE PRODUCER SHALL NOT ALTER, MODIFY, WAIVE, OR AMEND ANY OF THE TERMS, RATES OR CONDITIONS OF ANY ADVERTISEMENT, BROCHURES, APPLICATIONS, POLICIES, CONTRACTS OR OTHER MATERIALS PROVIDED TO THE PRODUCER BY CPS ADVANTAGE OR ANY CPS ADVANTAGE CARRIER UNLESS SUBMITTED AND APPROVED IN WRITING BY CPS ADVANTAGE AND/OR THE CPS ADVANTAGE CARRIER. THE PRODUCER SHALL NOT CREATE ANY MATERIALS THAT REFERENCE CPS ADVANTAGE OR CPS ADVANTAGE CARRIERS UNLESS SUBMITTED AND APPROVED IN WRITING BY CPS ADVANTAGE AND/OR THE CPS ADVANTAGE CARRIER.
 - E) THE PRODUCER SHALL NOT SHARE COMMISSIONS OR ANY OTHER COMPENSATION (INCLUDING ANYTHING OF VALUE TO INDUCE THE SALE OF A CPS ADVANTAGE CARRIER PRODUCT) WITH AN UNLICENSED PERSON OR ENTITY. CPS ADVANTAGE DOES NOT PERMIT

REBATING, STRANGER OWNED LIFE INSURANCE (STOLI), OR INVESTOR-OWNED LIFE INSURANCE (IOLI).

- 2) THE PRODUCER SHALL AT ALL TIMES MAINTAIN LIABILITY INSURANCE COVERING THE PRODUCER AND THE PRODUCER'S AGENTS AND EMPLOYEES AGAINST CLAIMS FOR DAMAGES BASED ON ACTUAL OR ALLEGED PROFESSIONAL ERRORS OR OMISSIONS IN AN AMOUNT AND WITH AN INSURER REASONABLY ACCEPTABLE TO CPS ADVANTAGE. PROOF OF SUCH INSURANCE COVERAGE SHALL BE FURNISHED TO CPS ADVANTAGE UPON REQUEST AND PRODUCER SHALL NOTIFY CPS ADVANTAGE IMMEDIATELY IF FOR ANY REASON SUCH INSURANCE COVERAGE CEASES TO BE IN EFFECT.
- 3) THE PRODUCER AGREES THAT CPS ADVANTAGE HAS A RIGHT OF OFFSET AGAINST ALL COMMISSIONS AND ANY OTHER COMPENSATION PAYABLE BY CPS ADVANTAGE TO PRODUCER UNDER THIS AGREEMENT OR UNDER ANY OTHER EXISTING OR FUTURE AGREEMENT WITH CPS ADVANTAGE, AS SECURITY FOR THE PAYMENT OF ANY EXISTING OR FUTURE DEBIT BALANCE OR OTHER INDEBTEDNESS OF PRODUCER TO CPS ADVANTAGE. CPS ADVANTAGE MAY AT ANY TIME AND FROM TIME TO TIME, WITH OR WITHOUT NOTICE OR JUDICIAL ACTION, EXERCISE SUCH RIGHT BY OFFSETTING SUCH INDEBTEDNESS AGAINST ANY COMMISSIONS AND OTHER COMPENSATION OTHERWISE DUE TO PRODUCER. THIS RIGHT OF OFFSET SHALL NOT BE EXTINGUISHED BY THE TERMINATION OF THIS AGREEMENT OR ANY OTHER AGREEMENT. THE PRODUCER SHALL IMMEDIATELY REPAY TO CPS ADVANTAGE ALL COMPENSATION RECEIVED FROM POLICIES IN WHICH PREMIUMS HAVE BEEN RETURNED OR IN WHICH THE POLICY HAS BEEN SUBJECT TO RECAPTURE OR IN WHICH CPS ADVANTAGE IS OTHERWISE CHARGED BACK OR IN WHICH THE PRODUCER HAS BEEN OVERPAID. THE PRODUCER AGREES THAT ANY REASONABLE ATTORNEYS' FEES ASSOCIATED WITH THE COLLECTION OF SUCH COMPENSATION SHALL BE THE RESPONSIBILITY OF AND SHALL BE REIMBURSED BY THE PRODUCER TO CPS ADVANTAGE.
- 4) THE PRODUCER CERTIFIES THAT HE OR SHE HAS NEVER BEEN CONVICTED OF A FEDERAL OR STATE FELONY INVOLVING DISHONESTY OR BREACH OF TRUST; OR IF SO, THAT PRODUCER HAS RECEIVED WRITTEN AUTHORIZATION FROM THE APPLICABLE STATE INSURANCE COMMISSIONER SPECIFICALLY REFERENCING SECTION 1033 OF THE VIOLENT CRIME CONTROL AND LAW ENFORCEMENT ACT OF 1994, SUBSECTION (3)(2) GRANTING PERMISSION TO WORK IN THE INSURANCE INDUSTRY.
- 5) THE PRODUCER WILL USE HIS/HER BEST EFFORTS TO PLACE THE SALE OF INSURANCE PRODUCTS THROUGH CPS ADVANTAGE WITH CPS ADVANTAGE CARRIERS, WHEN CPS ADVANTAGE HAS PROVIDED MARKETING SUPPORT, ADVANCED SALES, NEW BUSINESS OR UNDERWRITING SUPPORT ON THE SALE.
- 6) EACH PARTY TO THIS AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LOSSES AND LIABILITIES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) (COLLECTIVELY "LOSSES") ARISING FROM (A) ANY WRONGFUL, UNLAWFUL, OR TORTIOUS ACT OR OMISSION, OR ALLEGEDLY WRONGFUL, UNLAWFUL OR TORTIOUS ACT OR OMISSION, OR (B) ANY FAILURE TO COMPLY WITH ANY OBLIGATION UNDER THIS AGREEMENT, IN EACH CASE ON THE PART OF THE INDEMNIFYING PARTY OR ANY OF THE INDEMNIFYING PARTY'S AGENTS OR EMPLOYEES. NOTWITHSTANDING THE FOREGOING, NEITHER PARTY SHALL BE OBLIGATED TO INDEMNIFY THE OTHER PARTY FOR THE AMOUNTS OF ANY LOSSES WHICH HAVE ACTUALLY BEEN REIMBURSED PURSUANT TO ERRORS AND OMISSIONS LIABILITY INSURANCE MAINTAINED BY THE OTHER PARTY.
- 7) THE PRODUCER SHALL AT ALL TIMES COMPLY WITH ALL APPLICABLE INSURANCE REGULATIONS AND ALL OTHER APPLICABLE STATE AND FEDERAL LAWS AND REGULATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO:
 - A) TITLE V OF THE GRAMM-LEACH-BLILEY ACT ("GLB") (15 U.S.c. 6801, ET SEQ.);
 - B) THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), INCLUDING ITS IMPLEMENTING PRIVACY REGULATIONS AT 45 C.F.R. PARTS 160 - 164 AND ITS IMPLEMENTING SECURITY REGULATIONS AT 45 C.F.R. PARTS 160, 162, AND 164;
 - C) THE USA PATRIOT ACT OF 2001 (PUB.L NO. 107-56), INCLUDING, WITHOUT LIMITATION, THE REQUIREMENT TO DEVELOP AND IMPLEMENT "ANTI-MONEY LAUNDERING" PROGRAMS AND "CUSTOMER IDENTIFICATION PROGRAMS";

- D) APPLICABLE STATE AND FEDERAL "DO NOT CALL" LAWS AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO, THE NATIONAL "DO NOT CALL" REGISTRY RULES UNDER THE TELEPHONE CONSUMER PROTECTION ACT OF 1991 ("TCPA") (47 U.S.c. 227, ET SEQ);
 - E) THE RESTRICTIONS ON SENDING COMMERCIAL FAXES FOUND IN THE TCPA AND THE REGULATIONS ENACTED UNDER THE TCPA;
 - F) THE VARIOUS STATE AND FEDERAL RESTRICTIONS ON THE USE OF ELECTRONIC MAIL AND THE CONTROLLING THE ASSAULT OF NON-SOLICITED PORNOGRAPHY AND MARKETING ACT OF 2003 (15 U.S.c. § 7708) ("CAN-SPAM ACT");
 - G) THE VARIOUS STATE, FEDERAL AND REGULATORY AUTHORITY CYBERSECURITY REGULATIONS INCLUDING BUT NOT LIMITED TO: NEW YORK DFS REGULATION 187, NAIC CYBERSECURITY MODEL REGULATION, FINRA REGULATIONS S-P (17 CFR §248.30) AND S-ID (17 CFR §248.201-202).
- 8) EACH PARTY WILL NOT USE OR DISCLOSE NONPUBLIC PERSONAL INFORMATION, I.E., PERSONALLY IDENTIFIABLE INFORMATION, INCLUDING BUT NOT LIMITED TO FINANCIAL OR HEALTH INFORMATION, THAT IS NOT PUBLICLY AVAILABLE ("PROTECTED INFORMATION"), ABOUT INDIVIDUALS WHO SEEK TO OBTAIN OR OBTAIN INSURANCE PRODUCTS AND/OR SERVICES THROUGH THE PRODUCER ("CONSUMERS") OR WHO HAVE A CONTINUING RELATIONSHIP WHEREIN THE INDIVIDUALS HAVE ONE OR MORE INSURANCE PRODUCTS AND/OR SERVICES THROUGH PRODUCER ("CUSTOMERS"), EXCEPT AS PROVIDED HEREIN.

EACH PARTY WILL TREAT PROTECTED INFORMATION AS CONFIDENTIAL AND ACCESS TO PROTECTED INFORMATION WILL BE LIMITED TO THOSE OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF EACH PARTY WHO NEED TO USE THE INFORMATION IN CONNECTION WITH UNDERWRITING, CLAIMS ADMINISTRATION OR OTHER SERVICING OF INSURANCE PRODUCTS AND/OR SERVICES FOR A PARTICULAR CONSUMER OR CUSTOMER.

EACH PARTY WILL NOT USE OR DISCLOSE, OR PERMIT ANY OF ITS OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES TO USE OR DISCLOSE PROTECTED INFORMATION EXCEPT: (I) AS NECESSARY TO MEET THE PURPOSE OF THIS AGREEMENT; (II) AS AUTHORIZED BY THE CONSUMER OR CUSTOMER; (III) AS IN COMPLIANCE WITH EACH PARTY'S THEN CURRENT PRIVACY POLICY; (IV) AS REQUIRED BY LAW; OR (V) AS OTHERWISE PERMITTED IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS, INCLUDING, GLB AND HIPAA, AND THE REGULATIONS PROMULGATED THEREUNDER.

EACH PARTY WILL ESTABLISH APPROPRIATE STANDARDS FOR SAFEGUARDING PROTECTED INFORMATION WITHIN ITS CONTROL, I.E., THE PRODUCER WILL ESTABLISH HIS/HER OWN INTERNAL SECURITY GUIDELINES.

BY SIGNING THIS AGREEMENT, THE PRODUCER CERTIFIES THAT THE FOLLOWING ARE IN PLACE AS OUTLINED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY CYBERSECURITY FRAMEWORK:

- A) THE APPOINTMENT OF A CHIEF INFORMATION SECURITY OFFICER (CISO): PROVIDE THE NAME AND CONTACT INFORMATION FOR THE CISO BELOW.

CISO NAME: _____

CISO EMAIL ADDRESS: _____

CISO PHONE NUMBER: _____

- B) A WRITTEN INFORMATION SECURITY POLICY (WISP): ATTACH WISP TABLE OF CONTENTS AND SIGNATURE PAGE WITH ADOPTION DATE TO THIS DOCUMENT PRIOR TO SIGNATURE AND SUBMISSION TO CPS ADVANTAGE. DO NOT SUBMIT THE ENTIRE DOCUMENT.
 - C) A WRITTEN INCIDENT RESPONSE PLAN (IRP): ATTACH IRP TABLE OF CONTENTS AND SIGNATURE PAGE WITH ADOPTION DATE TO THIS DOCUMENT PRIOR TO SIGNATURE AND SUBMISSION TO CPS ADVANTAGE. DO NOT SUBMIT THE ENTIRE DOCUMENT
 - D) APPROPRIATE TECHNICAL CONTROLS AS OUTLINED IN THE FIRM'S WISP
- 9) PRODUCER TO TAKE SUCH STEPS AS SHALL BE NECESSARY TO ENSURE THAT (I) THE INFORMATION SUBMITTED TO CPS ADVANTAGE BY PRODUCER (INCLUDING ANY INFORMATION CONTAINED IN ANY APPLICATION FOR ANY POLICY) IS, TO THE BEST OF PRODUCER'S KNOWLEDGE

(AFTER REASONABLE INQUIRY), ACCURATE AND COMPLETE AND (II) ANY AND ALL MEDICAL INFORMATION CONCERNING AN INSURED THAT IS SUBMITTED TO CPS ADVANTAGE IN CONNECTION WITH A PROPOSED TRANSACTION (INCLUDING, WITHOUT LIMITATION, ANY MEDICAL RECORDS, EXAMS, LABORATORY REPORTS AND INSPECTION REPORTS) ARE THE SAME SET OF INFORMATION THAT WAS SUBMITTED TO ANY LIFE INSURANCE CARRIER IN CONNECTION WITH A PROPOSED ISSUANCE OF A POLICY OR ANY ANNUITY COMPANY IN CONNECTION WITH A PROPOSED ISSUANCE OF AN ANNUITY.

- 10) PRODUCER AGREES THAT CPS ADVANTAGE WILL HAVE NO OTHER INVOLVEMENT IN THE PRODUCT SALES OTHER THAN PERFORMING THE ROLE AS GENERAL AGENCY FOR THE CPS ADVANTAGE CARRIERS. BY PERFORMING THIS LIMITED ROLE, CPS ADVANTAGE DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY ENDORSEMENT OR APPROVAL OF ANY MARKETING OR SALES CONCEPT, NOR DOES CPS ADVANTAGE MAKE ANY REPRESENTATIONS TO PRODUCER OR ANY THIRD PARTY REGARDING TAX, LEGAL OR OTHER ECONOMIC CONSEQUENCES RAISED BY ANY MARKETING OR SALES CONCEPT. THE PARTIES AGREE THAT CPS ADVANTAGE SHALL NOT ACT AS NOR BE CONSIDERED A PROMOTER OF ANY MARKETING OR SALES CONCEPT. PRODUCER SHALL NOT CONSTRUE ANY STATEMENTS MADE OR ACTIONS TAKEN BY CPS ADVANTAGE OR ITS EMPLOYEES OR AGENTS AS TAX, LEGAL OR OTHER ADVICE REGARDING ANY MARKETING OR SALES CONCEPT, AND SHALL NOT REPRESENT TO ANY CLIENT OR OTHER THIRD PARTY THAT CPS ADVANTAGE OR ITS EMPLOYEES OR AGENTS HAVE GIVEN ANY SUCH ADVICE.
- 11) NEITHER THE TERMINATION NOR EXPIRATION OF THIS AGREEMENT FOR ANY REASON SHALL RELEASE OR OPERATE TO DISCHARGE ANY PARTY FROM ANY LIABILITY OR OBLIGATION THAT MAY HAVE ACCRUED PRIOR TO SUCH TERMINATION OR EXPIRATION. IN ADDITION, THE PROVISIONS OF SECTIONS 3, 6, 8, 11, 12 AND 13 OF THIS AGREEMENT SHALL SURVIVE THE EXPIRATION OR TERMINATION, FOR ANY REASON, OF THIS AGREEMENT, EXCEPT FOR REASONS IN WHICH LIABILITIES FOR EITHER PARTY NO LONGER EXIST.
- 12) PREVENTION OF FRAUD. PRODUCER ACKNOWLEDGES AND AGREES THAT IT HAS AN AFFIRMATIVE OBLIGATION TO PREVENT FRAUD BY CLIENTS AND PRODUCER, AND PRODUCER SHALL NOT TAKE ANY ACTION OR FAIL TO TAKE ANY ACTION, DIRECTLY OR INDIRECTLY, THAT COULD MISLEAD OR DEFRAUD AN INSURANCE COMPANY OR FINANCIAL INSTITUTION IN CONNECTION WITH THE ISSUANCE OF ANY POLICY OR ANNUITY (OR THE FINANCING THEREOF) AND SHALL USE ITS BEST EFFORTS TO PREVENT ANY SUCH FRAUD BY OTHERS. IN CONNECTION WITH THE SUBMISSION OF ANY APPLICATION, PRODUCER HEREBY REPRESENTS AND WARRANTS TO CPS ADVANTAGE THAT AS OF THE DATE OF SUCH SUBMISSION, TO THE BEST OF ITS KNOWLEDGE AFTER REASONABLE INQUIRY, THE INFORMATION IN ANY APPLICATION, AND ANY OTHER INFORMATION PROVIDED BY AN INSURED, OWNER OR PRODUCER TO CPS ADVANTAGE IN CONNECTION WITH SUCH APPLICATION, IS ACCURATE, COMPLETE, CORRECT AND NOT MISLEADING AND THAT THE INFORMATION IN THE APPLICATION NOT MISLEADING. IF AT ANY TIME PRODUCER BECOMES AWARE OF ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION CONTAINED IN ANY APPLICATION OR WOULD MAKE ANY INFORMATION CONTAINED IN THE APPLICATION MISLEADING, PRODUCER WILL IMMEDIATELY PROVIDE WRITTEN NOTICE TO CPS ADVANTAGE. ANY BREACH BY PRODUCER OF THIS SECTION SHALL RESULT IN IMMEDIATE TERMINATION OF PRODUCER'S RELATIONSHIP WITH CPS ADVANTAGE.

PRODUCER UNDERSTANDS THAT IN THE EVENT CPS ADVANTAGE HAS ANY REASON TO BELIEVE THAT ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION HAS BEEN PROVIDED TO IT OR TO ANY INSURANCE COMPANY OR FINANCIAL INSTITUTION OR THAT PRODUCER OR ANY CLIENTS INTRODUCED TO CPS ADVANTAGE BY PRODUCER HAS TAKEN ANY ACTION FOR THE PURPOSE OF DEFRAUDING ANY INSURANCE COMPANY OR FINANCIAL INSTITUTION, CPS ADVANTAGE WILL IMMEDIATELY (AND WITHOUT PROVIDING ANY PRIOR NOTICE TO PRODUCER) REPORT SUCH CONDUCT TO, AND ASSIST WITH ANY INVESTIGATION BY, THE RELEVANT STATE INSURANCE COMMISSIONER, SUCH COMPANY OR FINANCIAL INSTITUTION AND/OR ANY OTHER REGULATOR.

- 13) BY THE DISCLOSURE OF BASIC CONTACT INFORMATION ABOVE, SUCH INFORMATION INCLUDING ADDRESS, PHONE NUMBER, FAX NUMBER AND E-MAIL ADDRESS (THE "CONTACT INFORMATION"), THE PRODUCER HEREBY CONSENTS TO ALLOW CPS ADVANTAGE TO USE SUCH CONTACT INFORMATION FOR MARKETING PURPOSES.
- 14) COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) – BUSINESS ASSOCIATE PROVISIONS

A) DEFINITIONS

- I. CATCH-ALL DEFINITIONS: THE FOLLOWING TERMS USED IN THIS AGREEMENT SHALL HAVE THE SAME MEANING AS THOSE TERMS IN THE HIPAA RULES: BREACH, DATA AGGREGATION, DESIGNATED RECORD SET, DISCLOSURE, HEALTH CARE OPERATIONS, INDIVIDUAL, MINIMUM NECESSARY, NOTICE OF PRIVACY PRACTICES, PROTECTED HEALTH INFORMATION, REQUIRED BY LAW, SECRETARY, SECURITY INCIDENT, SUBCONTRACTOR, UNSECURED PROTECTED HEALTH INFORMATION, AND USE.
- II. SPECIFIC DEFINITIONS:
 - A. BUSINESS ASSOCIATE. "BUSINESS ASSOCIATE" SHALL GENERALLY HAVE THE SAME MEANING AS THE TERM "BUSINESS ASSOCIATE" AT 45 CFR 160.103, AND IN REFERENCE TO THE PARTY TO THIS AGREEMENT, SHALL MEAN PRODUCER.
 - B. COVERED ENTITY. "COVERED ENTITY" SHALL GENERALLY HAVE THE SAME MEANING AS THE TERM "COVERED ENTITY" AT 45 CFR 160.103, AND IN REFERENCE TO THE PARTY TO THIS AGREEMENT, SHALL MEAN CPS ADVANTAGE.
 - C. HIPAA RULES. "HIPAA RULES" SHALL MEAN THE PRIVACY, SECURITY, BREACH NOTIFICATION, AND ENFORCEMENT RULES AT 45 CFR PART 160 AND PART 164.

B) OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- I. BUSINESS ASSOCIATE AGREES TO:
 - A. NOT USE OR DISCLOSE PROTECTED HEALTH INFORMATION OTHER THAN AS PERMITTED OR REQUIRED BY THE AGREEMENT OR AS REQUIRED BY LAW;
 - B. USE APPROPRIATE SAFEGUARDS, AND COMPLY WITH SUBPART C OF 45 CFR PART 164 WITH RESPECT TO ELECTRONIC PROTECTED HEALTH INFORMATION, TO PREVENT USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION OTHER THAN AS PROVIDED FOR BY THE AGREEMENT;
 - C. REPORT TO COVERED ENTITY ANY USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION NOT PROVIDED FOR BY THE AGREEMENT OF WHICH IT BECOMES AWARE, INCLUDING BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION AS REQUIRED AT 45 CFR 164.410, AND ANY SECURITY INCIDENT OF WHICH IT BECOMES AWARE;
 - D. IN ACCORDANCE WITH 45 CFR 164.502(E)(1)(II) AND 164.308(B)(2), IF APPLICABLE, ENSURE THAT ANY SUBCONTRACTORS THAT CREATE, RECEIVE, MAINTAIN, OR TRANSMIT PROTECTED HEALTH INFORMATION ON BEHALF OF THE BUSINESS ASSOCIATE AGREE TO THE SAME RESTRICTIONS, CONDITIONS, AND REQUIREMENTS THAT APPLY TO THE BUSINESS ASSOCIATE WITH RESPECT TO SUCH INFORMATION;
 - E. MAKE AVAILABLE PROTECTED HEALTH INFORMATION IN A DESIGNATED RECORD SET TO THE COVERED ENTITY AS NECESSARY TO SATISFY COVERED ENTITY'S OBLIGATIONS UNDER 45 CFR 164.524;
 - F. MAKE ANY AMENDMENT(S) TO PROTECTED HEALTH INFORMATION IN A DESIGNATED RECORD SET AS DIRECTED OR AGREED TO BY THE COVERED ENTITY PURSUANT TO 45 CFR 164.526, OR TAKE OTHER MEASURES AS NECESSARY TO SATISFY COVERED ENTITY'S OBLIGATIONS UNDER 45 CFR 164.526;
 - G. MAINTAIN AND MAKE AVAILABLE THE INFORMATION REQUIRED TO PROVIDE AN ACCOUNTING OF DISCLOSURES TO THE COVERED ENTITY AS NECESSARY TO SATISFY COVERED ENTITY'S OBLIGATIONS UNDER 45 CFR 164.528;

- H. TO THE EXTENT THE BUSINESS ASSOCIATE IS TO CARRY OUT ONE OR MORE OF COVERED ENTITY'S OBLIGATION(S) UNDER SUBPART E OF 45 CFR PART 164, COMPLY WITH THE REQUIREMENTS OF SUBPART E THAT APPLY TO THE COVERED ENTITY IN THE PERFORMANCE OF SUCH OBLIGATION(S); AND
- I. MAKE ITS INTERNAL PRACTICES, BOOKS, AND RECORDS AVAILABLE TO THE SECRETARY FOR PURPOSES OF DETERMINING COMPLIANCE WITH THE HIPAA RULES.

C) PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- I. BUSINESS ASSOCIATE MAY ONLY USE OR DISCLOSE PROTECTED HEALTH INFORMATION ONLY AS SPECIFIED BELOW IN SECTIONS (II) THROUGH (VII).
- II. BUSINESS ASSOCIATE MAY USE OR DISCLOSE PROTECTED HEALTH INFORMATION AS REQUIRED BY LAW.
- III. BUSINESS ASSOCIATE AGREES TO MAKE USES AND DISCLOSURES AND REQUESTS FOR PROTECTED HEALTH INFORMATION CONSISTENT WITH COVERED ENTITY'S MINIMUM NECESSARY POLICIES AND PROCEDURES.
- IV. BUSINESS ASSOCIATE MAY NOT USE OR DISCLOSE PROTECTED HEALTH INFORMATION IN A MANNER THAT WOULD VIOLATE SUBPART E OF 45 CFR PART 164 IF DONE BY COVERED ENTITY, EXCEPT FOR THE SPECIFIC USES AND DISCLOSURES SET FORTH BELOW.
- V. BUSINESS ASSOCIATE MAY USE PROTECTED HEALTH INFORMATION FOR THE PROPER MANAGEMENT AND ADMINISTRATION OF THE BUSINESS ASSOCIATE OR TO CARRY OUT THE LEGAL RESPONSIBILITIES OF THE BUSINESS ASSOCIATE.
- VI. BUSINESS ASSOCIATE MAY DISCLOSE PROTECTED HEALTH INFORMATION FOR THE PROPER MANAGEMENT AND ADMINISTRATION OF BUSINESS ASSOCIATE OR TO CARRY OUT THE LEGAL RESPONSIBILITIES OF THE BUSINESS ASSOCIATE, PROVIDED THE DISCLOSURES ARE REQUIRED BY LAW, OR BUSINESS ASSOCIATE OBTAINS REASONABLE ASSURANCES FROM THE PERSON TO WHOM THE INFORMATION IS DISCLOSED THAT THE INFORMATION WILL REMAIN CONFIDENTIAL AND USED OR FURTHER DISCLOSED ONLY AS REQUIRED BY LAW OR FOR THE PURPOSES FOR WHICH IT WAS DISCLOSED TO THE PERSON, AND THE PERSON NOTIFIES BUSINESS ASSOCIATE OF ANY INSTANCES OF WHICH IT IS AWARE IN WHICH THE CONFIDENTIALITY OF THE INFORMATION HAS BEEN BREACHED.
- VII. BUSINESS ASSOCIATE MAY PROVIDE DATA AGGREGATION SERVICES RELATING TO THE HEALTH CARE OPERATIONS OF THE COVERED ENTITY.

D) PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS

- I. COVERED ENTITY SHALL NOTIFY BUSINESS ASSOCIATE OF ANY LIMITATION(S) IN THE NOTICE OF PRIVACY PRACTICES OF COVERED ENTITY UNDER 45 CFR 164.520, TO THE EXTENT THAT SUCH LIMITATION MAY AFFECT BUSINESS ASSOCIATE'S USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION.
- II. COVERED ENTITY SHALL NOTIFY BUSINESS ASSOCIATE OF ANY CHANGES IN, OR REVOCATION OF, THE PERMISSION BY AN INDIVIDUAL TO USE OR DISCLOSE HIS OR HER PROTECTED HEALTH INFORMATION, TO THE EXTENT THAT SUCH CHANGES MAY AFFECT BUSINESS ASSOCIATE'S USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION.
- III. COVERED ENTITY SHALL NOTIFY BUSINESS ASSOCIATE OF ANY RESTRICTION ON THE USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION THAT COVERED ENTITY HAS AGREED TO OR IS REQUIRED TO ABIDE BY UNDER 45 CFR 164.522, TO THE EXTENT THAT SUCH RESTRICTION MAY AFFECT BUSINESS ASSOCIATE'S USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION.

E) PERMISSIBLE REQUESTS BY COVERED ENTITY

- I. COVERED ENTITY SHALL NOT REQUEST BUSINESS ASSOCIATE TO USE OR DISCLOSE PROTECTED HEALTH INFORMATION IN ANY MANNER THAT WOULD NOT BE PERMISSIBLE UNDER SUBPART E OF 45 CFR PART 164 IF DONE BY COVERED ENTITY. [INCLUDE AN EXCEPTION IF THE BUSINESS ASSOCIATE WILL USE OR DISCLOSE PROTECTED HEALTH INFORMATION FOR, AND THE AGREEMENT INCLUDES PROVISIONS FOR, DATA AGGREGATION OR MANAGEMENT AND ADMINISTRATION AND LEGAL RESPONSIBILITIES OF THE BUSINESS ASSOCIATE.

F) TERM AND TERMINATION

- I. TERM. THE TERM OF THIS AGREEMENT SHALL BE EFFECTIVE AS OF [INSERT EFFECTIVE DATE], AND SHALL TERMINATE ON [INSERT TERMINATION DATE OR EVENT] OR ON THE DATE COVERED ENTITY TERMINATES FOR CAUSE AS AUTHORIZED IN PARAGRAPH (II) OF THIS SECTION, WHICHEVER IS SOONER.
- II. TERMINATION FOR CAUSE. BUSINESS ASSOCIATE AUTHORIZES TERMINATION OF THIS AGREEMENT BY COVERED ENTITY, IF COVERED ENTITY DETERMINES BUSINESS ASSOCIATE HAS VIOLATED A MATERIAL TERM OF THE AGREEMENT [AND BUSINESS ASSOCIATE HAS NOT CURED THE BREACH OR ENDED THE VIOLATION WITHIN THE TIME SPECIFIED BY COVERED ENTITY]. [BRACKETED LANGUAGE MAY BE ADDED IF THE COVERED ENTITY WISHES TO PROVIDE THE BUSINESS ASSOCIATE WITH AN OPPORTUNITY TO CURE A VIOLATION OR BREACH OF THE CONTRACT BEFORE TERMINATION FOR CAUSE.
- III. OBLIGATIONS OF BUSINESS ASSOCIATE UPON TERMINATION.
 - A. UPON TERMINATION OF THIS AGREEMENT FOR ANY REASON, BUSINESS ASSOCIATE SHALL RETURN TO COVERED ENTITY [OR, IF AGREED TO BY COVERED ENTITY, DESTROY] ALL PROTECTED HEALTH INFORMATION RECEIVED FROM COVERED ENTITY, OR CREATED, MAINTAINED, OR RECEIVED BY BUSINESS ASSOCIATE ON BEHALF OF COVERED ENTITY, THAT THE BUSINESS ASSOCIATE STILL MAINTAINS IN ANY FORM. BUSINESS ASSOCIATE SHALL RETAIN NO COPIES OF THE PROTECTED HEALTH INFORMATION.
 - B. (D) SURVIVAL. THE OBLIGATIONS OF BUSINESS ASSOCIATE UNDER THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

G) MISCELLANEOUS

- I. REGULATORY REFERENCES. A REFERENCE IN THIS AGREEMENT TO A SECTION IN THE HIPAA RULES MEANS THE SECTION AS IN EFFECT OR AS AMENDED.
- II. AMENDMENT. THE PARTIES AGREE TO TAKE SUCH ACTION AS IS NECESSARY TO AMEND THIS AGREEMENT FROM TIME TO TIME AS IS NECESSARY FOR COMPLIANCE WITH THE REQUIREMENTS OF THE HIPAA RULES AND ANY OTHER APPLICABLE LAW.
- III. INTERPRETATION. ANY AMBIGUITY IN THIS AGREEMENT SHALL BE INTERPRETED TO PERMIT COMPLIANCE WITH THE HIPAA RULES.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE LATER OF THE TWO DATES BELOW.

FINANCIAL ADVISOR / PRODUCER

SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

PRODUCER'S AFFILIATED AGENCY – COMPLETE FOR AGENCY AGREEMENTS ONLY

OFFICER SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

CPS ADVANTAGE INSURANCE SERVICES, INC.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: GENERAL AGENT _____

DATE: _____