

Information for Agents and Brokers Regarding the HIPAA Business Associate Agreement

You may be aware that the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) requires health plans such as CompBenefits and its affiliates (collectively “CompBenefits”) to enter into Business Agreements with any service providers or vendors with whom protected health information is shared.

Should you desire to assist your groups and members with any possible issues regarding their account or claims information, it will be necessary that you enter into a Business Associate Agreement with CompBenefits before we can release to you any protected health information. For example, if you call our Customer Care Department and request information specific to a member or claim, we can not release the information until you have signed the Business Associate Agreement or member completes a release form.

Please sign the following Agreement, make a copy for your records, and return the signed original to the following address:

Compbenefits
Attention: ACS/BAA
100 Mansell Court East
Suite 400
Roswell, GA 30076

If you should have any questions regarding this Agreement, please do not hesitate to contact our Privacy Officer at PrivacyOfficer@CompBenefits.com or call (800) 252-1569.

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“Agreement”) is entered into on the last date of signature below by and between CompBenefits Corporation and/or its subsidiaries (“CompBenefits”) and Business Associate named below (“Business Associate”).

RECITALS

- A. CompBenefits wishes to disclose certain information to Business Associate, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. CompBenefits and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), as may be amended or otherwise changed from time to time, and other applicable laws.
- C. The purpose of this Agreement is to satisfy certain standards and requirements of HIPAA and the Privacy Rule (defined below), including, but not limited to, Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations (“CFR”) and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions.

- a. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR Section 164.501.
- b. “Individual” shall have the same meaning as the term “individual” in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
- c. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- d. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of CompBenefits.
- e. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- f. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

2. Permitted Uses and Disclosures of PHI by Business Associate.

- a. General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, CompBenefits provided that such use or disclosure would not violate the Privacy Rule.
- b. Specific Use and Disclosure Provisions.
 - i. Except as otherwise limited in this Agreement or by law, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate for those functions, activities, or services performed for, or on behalf of, CompBenefits.
 - ii. Except as otherwise limited in this Agreement or by law, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that the disclosures are Required by Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed

that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose 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.

3. Obligations of Business Associate.

a. Use and Disclosure. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

b. Appropriate Safeguards. Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.

c. Reporting of Improper Use or Disclosure. Business Associate shall report to CompBenefits any use or disclosure of PHI not provided for by this Agreement.

d. Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

e. Business Associate's Agents. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of CompBenefits, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.

f. Access to PHI. Business Associate shall provide access, at the request of CompBenefits, and in the time and manner designated by CompBenefits, to PHI in a Designated Record Set, to CompBenefits or, as directed by CompBenefits, to an Individual in order to meet the requirements under 45 CFR Section 164.524, if applicable.

g. Amendment of PHI. Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the CompBenefits directs or agrees to pursuant to 45 CFR Section 164.526 at the request of CompBenefits or an Individual, and in the time and manner designated by the CompBenefits, if applicable.

h. Documentation of Disclosures. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for CompBenefits to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Accounting of Disclosures. Business Associate agrees to provide to CompBenefits or an Individual, in time and manner designated by CompBenefits, information collected in accordance with Section 3(e) of this Agreement, to permit CompBenefits to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, CompBenefits available to CompBenefits or, at the request of CompBenefits, to the Secretary for purposes of the Secretary determining CompBenefits' compliance with the Privacy Rule.

k. Minimum Necessary Standard. In the performance of functions and activities on CompBenefits' behalf, Business Associate agrees to use, disclose or request only the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.

l. Chain of Trust. To the extent PHI is electronically exchanged between CompBenefits and Business Associate, Business Associate shall provide and maintain the equipment, software, services and testing necessary to effectively, reliably and confidentially transmit, process, convert, receive and interchange PHI in accordance with this Agreement and HIPAA Regulations. Further, Business Associate shall ensure that all electronic transmissions of PHI shall be protected from improper disclosure. In the event that such transmissions travel across lines of communication where both ends are not under the control of CompBenefits, Business Associate agrees to use appropriate authentication and encryption systems designed to protect PHI from improper disclosures.

4. Obligations of CompBenefits.

- a. Notice of Privacy Practices. CompBenefits shall provide Business Associate, upon request, with the notice of privacy practices that CompBenefits produces in accordance with 45 CFR Section 164.520.
- b. Notification of Changes Regarding Individual Permission. CompBenefits shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. Notification of Restrictions to Use or Disclosure of PHI. CompBenefits shall notify Business Associate of any restriction to the use or disclosure of PHI that CompBenefits has agreed to in accordance with 45 CFR Section 164.522.
5. Permissible Requests by CompBenefits. CompBenefits shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by CompBenefits, except as permitted pursuant to the provisions of Sections 2(a) and 2(b) of this Agreement.
6. Term and Termination.
- a. Term. The term of this Agreement shall commence as of the last date of signature below, and shall terminate when all of the PHI provided by CompBenefits to Business Associate, or created or received by Business Associate on behalf of CompBenefits, is destroyed or returned to CompBenefits or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section 6.
- b. Termination for Cause. Upon CompBenefits' knowledge of a material breach by Business Associate of this Agreement, CompBenefits shall provide an opportunity for Business Associate to cure the breach or end the violation within the time specified by CompBenefits, or immediately terminate this Agreement and all other agreements by and between CompBenefits and Business Associate if Business Associate has breached a material term of this Agreement and cure is not possible.
- c. Effect of Termination.
- (i) Except as provided in paragraph (ii) of this Section 6(c), upon termination of the Agreement for any reason, Business Associate shall return or destroy all PHI received from CompBenefits, or created or received by Business Associate on behalf of CompBenefits. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (ii) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to CompBenefits notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
7. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
8. Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for CompBenefits to comply with the requirements of the Privacy Rule and HIPAA.
9. Survival. The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement.
10. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CompBenefits, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
11. Effect on Agreement. Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of any other agreement by and between CompBenefits and Business Associate shall remain in force and effect.

12. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits CompBenefits to comply with the Privacy Rule.

13. Indemnification. Business Associate shall indemnify and hold harmless CompBenefits, its directors, officers, agents, employees, affiliates, successors and assigns from and against any and all liability, causes of action, claims and the reasonable and actual costs incurred, including attorney's fees and litigation expenses, in connection with or resulting from (i) breach of this Agreement; (ii) breach of HIPAA Regulations; or (iii) claims or government investigations that Business Associate has violated HIPAA Regulations.

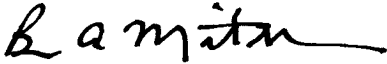
CompBenefits shall indemnify and hold harmless Business Associate, its directors, officers, agents, employees, affiliates, successors and assigns from and against any and all liability, causes of action, claims and the reasonable and actual costs incurred, including attorney's fees and litigation expenses, in connection with or resulting from (i) breach of this Agreement; (ii) breach of HIPAA Regulations; or (iii) claims or government investigations that CompBenefits has violated HIPAA Regulations.

14. Equitable Relief. Business Associate acknowledges that money damages are not alone a sufficient remedy for a breach of this Agreement. In the event of Business Associate's breach or threatened breach of this Agreement, CompBenefits shall be entitled to injunctive and/or other preliminary or equitable relief, in addition to any other remedies provided for in this Agreement or available by applicable law. This provision shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date signed below.

CompBenefits

Business Associate

By: 
Print Name: Bruce A. Mitchell
Title: Exe. Vice President and General Counsel

By: _____
Print Name: _____
Title: _____
Date: _____
Address: _____
State, Zip: _____
Phone Number: _____
Agent Number: _____