

**PRODUCER
HIPAA PRIVACY ADDENDUM**

This Producer Privacy Addendum (“Privacy Addendum”) is entered into between Reliance Standard Life Insurance Company or its affiliate, First Reliance Standard Life Insurance Company (collectively “Reliance Standard”) and an independent agent or broker appointed with Reliance Standard (“Producer”), and supplements and is made a part of any group commission agreement(s) (“Commission Agreement(s)”) between the parties, and shall go into effect upon the signature of the Producer.

RECITALS

1. Reliance Standard is a Covered Entity under the Health Insurance Portability and Accountability Act (“HIPAA”) Privacy Standards (the “Privacy Standards”) and Security Standards (“Security Standards”).
2. Pursuant to Commission agreement(s) between the parties, Producer is an agent of Reliance Standard for purposes of marketing and sale of Reliance Standard’s dental and or eye care insurance products.
3. Producer, in the course of representing Reliance Standard collects and has access to protected health information (“PHI”) and therefore Producer is considered a Business Associate as those terms are defined by Privacy Standards.
4. Both Reliance Standard and Producer recognize and respect the right of individuals to have their protected health information protected and are committed to complying with the Privacy Standards and Security Standards as provided for in this Privacy Addendum.

NOW THEREFORE, for and in consideration of the foregoing recitals and the mutual promises and covenants hereinafter contained, the parties agree as follows:

I. Definitions

A. Catch-all Definition:

Terms used, but not otherwise defined, in this Privacy Addendum shall have the same meaning as those terms in the Privacy Standards codified at 45 CFR Parts 160 and 164 and the Security Standards codified at 45 CFR Parts 160, 162 and 164.

B. Specific Definition:

“Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the individual, and shall have the same meaning given to such term under the Privacy Standards, in 45 CFR Section 164.501 limited to the

PHI provided by Reliance Standard to Producer or created or received by Producer on Reliance Standard’s behalf.

II. Permitted Uses and Disclosures of PHI by Producer

A. General Use and Disclosures of PHI Producer

- (1) Except as otherwise limited in this Privacy Addendum, Producer may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Reliance Standard as specified in any Commission Agreement(s), provided that such use or disclosure would not violate the Privacy Standards if done by Reliance Standard or the minimum necessary policies and procedures of Reliance Standard.
- (2) Except as otherwise limited in this Privacy Addendum, Producer may use PHI for the proper management and administration of the Producer or to carry out the legal responsibilities of the Producer.
- (3) Except as otherwise limited in this Privacy Addendum, Producer may disclose PHI for the proper management and administration of the Producer, provided that disclosures are required by law, or Producer obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and 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 the Producer of any instances of which it is aware in which the confidentiality of the information has been breached.
- (4) Producer may use PHI to report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

III. Obligations and Activities of Producer

- A. Producer agrees to not use or disclose (“PHI”) other than as permitted or required by this Privacy Addendum or as required by law.
- B. Producer agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Privacy Addendum and agrees to implement safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI it creates, receives, maintains, or transmits on behalf of Reliance Standard.
- C. Producer agrees to report to Reliance Standard any use or disclosure of the PHI not provided for by this Privacy Addendum of which it becomes aware.
- D. Producer agrees to ensure that any sub-Producer, including a subcontractor, to whom it provides PHI received from, or created or received by Producer on behalf of Reliance Standard agrees to the same restrictions and conditions that apply through this Privacy Addendum to Producer with respect to such information.
- E. Producer agrees to provide access, at the request of Reliance Standard, within ten (10) days of request by Reliance Standard to PHI in a Designated Record Set, to Reliance Standard or, as directed by Reliance Standard, to an Individual in order to meet the requirements under 45 CFR §164.524.

- F. Producer agrees to make any amendment(s) to PHI in a Designated Record Set that Reliance Standard directs or agrees to pursuant to 45 CFR §164.526 at the request of Reliance Standard, within ten (10) days of a request by Reliance Standard for such an amendment.
- G. Producer agrees to make internal practices, books, and records including policies and procedures relating to the use and disclosure of PHI and PHI received from, or created or received by Producer on behalf of, Reliance Standard available to Reliance Standard, or to the Secretary, within ten (10) days of such request, for purposes of the Secretary determining Reliance Standard's compliance with the Privacy Standards.
- H. Producer agrees to document such disclosures of PHI and information related to such disclosures as would be required for Reliance Standard to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- I. Producer agrees to provide to Reliance Standard or an Individual, within ten (10) days of request by Reliance Standard, information collected in accordance with Section II. I. of this Privacy Addendum, to permit Reliance Standard to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

IV. Termination

- A. Breach. Without limiting the rights of the parties under the Commission Agreement(s), if Producer violates a material term of this Privacy Addendum, Reliance Standard may, at its option, terminate the Commission Agreement(s), with or without advance notice, and with or without an opportunity to cure the breach.
- B. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Privacy Addendum, for any reason, Producer shall return or destroy all PHI received from Reliance Standard, or created or received by Producer on behalf of Reliance Standard. This provision shall apply to PHI that is in the possession of subcontractors or agents of Producer. Producer shall retain no copies of the PHI.
 - (2) In the event that Producer determines that returning or destroying the PHI is infeasible, Producer shall provide to Reliance Standard notification of the conditions that make return or destruction infeasible. Upon Producer's notification to Reliance Standard that return or destruction of PHI is infeasible, Producer shall extend the protections of this Privacy Addendum 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 Producer maintains such PHI.

V. **Miscellaneous**

- A. Amendment. The Parties agree to take such action as is necessary to amend this Privacy Addendum from time to time as is necessary for Reliance Standard to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- B. Survival. The respective rights and obligations of Producer under Section IV. B. of this Privacy Addendum shall survive the termination of this Privacy Addendum.
- C. Interpretation. The provisions of this Privacy Addendum shall prevail over any provisions in any Commission Agreement(s) that may conflict or appear inconsistent with any provisions in this Privacy Addendum. This Privacy Addendum and any Commission Agreement(s) shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Standards. The parties agree that any ambiguity in this Privacy Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Standards.

This PRODUCER PRIVACY ADDENDUM is agreed to by the Parties.

**RELIANCE STANDARD LIFE
INSURANCE COMPANY**

on behalf of itself and its corporate affiliate, First
Reliance Standard Life Insurance Company

By: 
Charles Denaro

Title: Officer

Date: March 24, 2003

PRODUCER

Corp Name (if any) _____
(print)

Producer Name _____
(print)

Agent # or SSN/TIN _____

Signed _____

Date: _____