

## Exhibit A

For purposes of this Exhibit A

**Breach** shall have the same meaning as specified in 45 CFR § 164.402, as may be amended.

**Electronic Protected Health Information ("EPHI")** shall have the same meaning as specified in 45 CFR § 160.103, as may be amended, limited to all such information relating to the Company's customers, applicants or claimants that Group Producer may receive, review, create, transmit, observe, or otherwise have an opportunity to use or disclose while performing its obligations under this Agreement or the underlying Arrangement.

**Protected Health Information ("PHI")** shall have the same meaning as specified in 45 CFR § 160.103, as may be amended, limited to all such information, regardless of its form, relating to the Company's customers, applicants or claimants that Group Producer and/or its Representatives may receive, review, create, transmit, observe, or otherwise have an opportunity to use or disclose while performing its obligations under this Agreement or the underlying Arrangement. PHI includes EPHI as defined above.

**Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, subparts A and E and any subsequent amendments including, but not limited to, the Omnibus Rule.

**Secretary** shall mean the Secretary of Health and Human Services (HHS) or any HHS officer, employee, or agent to whom the Secretary delegates authority.

**Security Incident** shall have the same meaning as specified in 45 CFR § 164.304, as may be amended.

**Security Rule** shall mean the Security Standards and Implementation Specifications at 45 CFR Parts 160 and 164, subparts A and C and any subsequent amendments including, but not limited to, the Omnibus Rule.

**Subcontractor** shall have the same meaning as specified in 45 CFR § 160.103, as may be amended, limited to a Subcontractor to whom Group Producer delegates a function, activity, or service that is necessary for Group Producer to meet its obligations for or on behalf of Company under the terms of this Agreement or the underlying Arrangement.

### 1. Obligations and Activities of Group Producer and its Representatives

- a. Confidentiality of PHI. Group Producer and its Representatives agree to not use or disclose PHI other than as permitted or required by this Agreement or as required by law. Group Producer shall not, and shall not cause its Representatives to, at any time, access any PHI for any purpose other than those specifically authorized by Company or required by law.

- b. Permitted Uses and Disclosures. Except as otherwise provided in this Agreement, Group Producer shall, and shall cause its Representatives to use and disclose PHI solely for meeting its obligations and performing any functions, activities and/or services for or on behalf of Company under the terms of this Agreement or as allowed or required by law. In addition, Group Producer and/or its Representatives may use or disclose PHI in the following instances:
1. Use PHI as necessary for the proper management and administration of Group Producer.
  2. Disclose PHI as necessary for the proper management and administration of Group Producer or to carry out the legal responsibilities of Group Producer and/or its Representatives, provided that: (1) the disclosure is required by law; or (2) Group Producer and/or its Representatives obtain reasonable assurances from the third-party who receives the disclosed PHI that the confidentiality of the PHI will be maintained, that PHI will be further disclosed only as required by law or for the purpose for which it was disclosed, and that third-party will notify Group Producer and/or its Representatives of any breaches of confidentiality of PHI.
- c. Disclosure to Subcontractor. Group Producer and/or its Representatives may allow a Subcontractor to create, receive, maintain or transmit PHI on behalf of Group Producer if Group Producer and/or its Representatives obtain satisfactory assurances by a written agreement or contract that conforms with 45 CFR §§ 164.502(e)(1)(ii), 164.504, 164.308(b)(2), and 164.314(a) acknowledging that the Subcontractor will comply with all applicable provisions of the Privacy, Security, and Omnibus Rules.
- d. Prohibited Uses and Disclosures. Group Producer shall not, and shall not cause its Representatives to, use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Company, except as permitted by sections 2.(b)(1) and (2) and section (2)(e), above. Additionally, Group Producer and/or its Representatives must comply with all applicable provisions of 45 CFR § 164.502(a)(5).
- e. Aggregation of Data. Group Producer may, and may cause its Representatives to aggregate the PHI received or obtained from Company with other PHI in its possession provided that the purpose of such aggregation is to provide Company with data analyses related to Company's "health care operations" (45 CFR § 164.501) as that term is defined in the Privacy Rule.
- f. Appropriate Safeguards.
1. Group Producer shall, and shall cause its Representatives to use reasonable and appropriate safeguards to maintain the privacy and security of PHI and to prevent unauthorized use, disclosure, damage, or destruction of PHI.
  2. Group Producer shall, and shall cause its Representatives to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI in compliance with the Security Rule and any subsequent amendments, including any applicable provision of the Omnibus Rule.

3. Such efforts shall also include the adoption and enforcement of policies and procedures to reasonably and appropriately implement the requirements of the Privacy, Security, and Omnibus Rules.
  4. Group Producer shall, and shall cause its Representatives to encrypt Company's EPHI prior to saving it on portable media and while in transit. In other circumstances, Group Producer shall, and shall cause its Representatives to encrypt Company's EPHI whenever reasonably practicable.
- g. Reporting Improper Use or Disclosure. Group Producer and/or its Representatives shall report to Company within 24 hours of "discovery" (as determined pursuant to 45 CFR § 164.404(a)(2)) any unauthorized use, disclosure, damage, destruction, or Breach of PHI by Group Producer, its Representatives or its Subcontractors, or any other Security Incident of which it becomes aware, and to establish procedures for mitigating, to the greatest extent possible, any harmful effect that is created by any improper use, disclosure, damage, destruction, Security Incident, or Breach of PHI. Group Producer shall, and shall cause its Representatives to assist in Company's notification of the occurrence to all necessary parties as required by law, regulation, or as determined necessary by Company. To the extent that the Security Incident, Breach, or other unauthorized use, disclosure, damage, or destruction of PHI occurs while the PHI is in the possession of the Group Producer, its Representatives, or its Subcontractors, Group Producer will be responsible for all costs incurred in resolving the Security Incident, Breach, or other unauthorized use, disclosure, damage, or destruction of PHI.
- h. Access to PHI.
1. To enable Company to fulfill its obligations under the Privacy Rule, Group Producer shall, and shall cause its Representatives, at the request and direction of Company, make PHI maintained by Group Producer, its Representatives, or its Subcontractors available to Company or a designated individual for inspection and copying within ten (10) days of receipt of such a request from Company.
  2. If Group Producer and/or its Representatives maintains PHI electronically and an individual requests from Company, Group Producer, or its Representatives an electronic copy, Group Producer shall provide Company access to the requested PHI in an electronic form and format as requested by individual if that form and format is readily producible. Otherwise, Group Producer shall provide the PHI in an agreed upon electronic readable form and format.
  3. In the event an individual requests that his or her PHI be sent directly to a designated individual, Group Producer will, and will cause its Representatives, upon Company's direction, send the PHI directly to the designated individual if the request meets all the requirements of Section 164.524(c)(3)(ii).
- i. Amendment of PHI. To enable Company to fulfill its obligations under the Privacy Rule, Group Producer shall, and shall cause its Representatives to, within ten (10)

days of a request from Company, make PHI maintained by Group Producer, its Representatives, or its Subcontractors available for amendment and, as directed by Company, shall incorporate any amendment or related statements into the information held by Group Producer, its Representatives, and/or its Subcontractors. If any individual directly requests that Group Producer, its Representatives, or its Subcontractor amend PHI, Group Producer, its Representatives, and its Subcontractors shall notify Company within ten (10) days of such request.

- j. Accounting of Disclosures. Group Producer, its Representatives, and its Subcontractors shall, within ten (10) days of a request from Company, make available the information necessary for Company to provide an individual with an accounting of the disclosures of his or her PHI as required under the Privacy Rule. At a minimum, such information shall include: 1. the date of the disclosure; 2. the name and address of the entity or person receiving the PHI; 3. a brief description of the PHI disclosed; and 4. a brief description of the reason for the disclosure or a copy of the written request for the disclosure. Such information must be maintained by Group Producer and its Subcontractors for a period of six (6) years from the date of each disclosure for which accounting is required under 45 CFR § 164.528(a)(1). If any individual directly requests that Group Producer, its Representatives, or its Subcontractors provide an accounting of disclosures of PHI, Group Producer, its Representatives, or its Subcontractors shall notify Company within ten (10) days of such request.
- k. Company's Obligations. To the extent that Group Producer and/or its Representatives are required under the Arrangement to carry out obligations of Company imposed by the Privacy Rule, Group Producer will, and will cause its Representatives, to comply with all applicable provisions of the Privacy, Security, and Omnibus Rules in performing such obligations.
- l. Minimum Necessary. Group Producer and/or its Representatives agree that it will not request or disclose more than the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure or request.
- m. Right to Audit, Inspection, and Enforcement. Group Producer and its Representatives agree to make its internal practices, processes, books, and records relating to the use or disclosure of PHI available to Company, Company's parent and the Secretary or the Secretary's designee for purposes of determining Company's compliance with the Privacy Rule, Security Rule, and applicable provisions of the Omnibus Rule.

Company shall be entitled, upon reasonable prior written notice to Group Producer and its Representatives, to conduct an on-site audit of Group Producer's internal practices, processes, books, and records to verify Group Producer's compliance with the terms of this Agreement.

- n. Employee Training and Awareness. Group Producer shall, and shall cause its Representative to provide appropriate training regarding the requirements of this Agreement to any employee (or other workforce member) accessing, using, or disclosing PHI and shall develop and implement a system of sanctions for any employee (or other workforce member) or Subcontractor who violates the requirements imposed by this Agreement.

- o. Restriction Requests; Confidential Communications. Group Producer shall, and shall cause its Representatives to comply with any restriction request and any confidential communication request of which Company makes Group Producer and/or its Representatives aware pursuant to section 3.c, below.
- p. Notice of Privacy Practices. Group Producer shall and shall cause its Representatives to use and disclose PHI in compliance with the terms of Company's updated privacy practices notice, as provided to Group Producer and its Representatives pursuant to section 3.a, below.
- q. Transactions Rule Compliance. If Group Producer and/or its Representatives conducts a Standard Transaction (as that term is defined in 45 CFR § 162.103) for or on behalf of Company, they will comply, and will require any of its Subcontractors to comply, with each applicable requirement of 45 CFR Part 162.

## 2. Obligations of Company

- a. Notice of Privacy Practices. Company agrees to inform Group Producer of its current privacy practices and any future changes to those practices by providing Group Producer with updated copies of its notice of privacy practices.
- b. Revocation of Authorization by Individual. Company agrees to inform Group Producer of any change to or revocation of an individual's authorization to use or disclose PHI to the extent that such changes may affect Group Producer's use or disclosure of PHI.
- c. Restrictions on Use and Disclosure. Company agrees to notify Group Producer of any restrictions to the use or disclosure of PHI agreed to by Company in accordance with the Privacy, Security, and Omnibus Rules to the extent that such restriction may affect Group Producer's use or disclosure of PHI.
- d. Uses and disclosures for underwriting and relate purposes. If Company receives PHI from Group Producer and/or its Representatives for the purpose of underwriting, premium rating, or other activities relating to the creation, renewal, or replacement of a contract of health insurance, and if such health insurance or health benefits are not placed with Company, Company agrees that it will not use or disclose such protected health information for any other purpose, except as required by law.
- e. Permissible Requests. Company shall not request Group Producer and/or its Representatives to use or disclose PHI in any manner that would not be permissible under the Privacy, Security, or Omnibus Rules if done by Company.

## 3. Miscellaneous

- a. Material Breach. A breach by Group Producer and/or its Representatives of any material provision of this Exhibit A or the Privacy, Security, or Omnibus Rules, as determined by Company, shall constitute a material breach of this Agreement and shall provide grounds for the immediate termination of this Agreement.
- b. Group Producer's Reasonable Steps to Cure Breach. If Company knows of a pattern of activity or practice of Group Producer that constitutes a material breach or violation of Group Producer's obligations under this Exhibit or the Privacy, Security, or

Omnibus Rules, Company may provide Group Producer and/or its Representatives with an opportunity to cure the breach or violation. If Group Producer and/or its Representatives fail to cure the breach or violation to the satisfaction of Company within the time period specified by Company, Company shall have the right to terminate the Agreement.

- c. Reasonable Steps to Cure Breach. If Group Producer knows of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of Subcontractor's obligations to Group Producer, or the Privacy, Security, or Omnibus Rules, Group Producer may provide Subcontractor with an opportunity to cure the breach or violation. If Subcontractor fails to cure the breach or violation to the satisfaction of Group Producer and/or Company within the time period specified by Group Producer or Company, Group Producer shall terminate the relationship with the Subcontractor and retrieve all PHI from the Subcontractor. In the event termination or cure is not feasible, Group Producer shall report Subcontractor's breach or violation to the Secretary.
  
- a. Modification to Comply with Law. The Parties acknowledge that state and federal laws relating to the security and privacy of PHI are rapidly evolving and that modification of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of the Privacy, Security, and Omnibus Rules. Upon request of either party, the other party agrees to promptly enter into negotiations concerning the terms of a modification to this Agreement embodying written assurances consistent with the standards and requirements of the Privacy, Security, and Omnibus Rules. Company may terminate this Agreement upon thirty (30) days written notice in the event: 1) Group Producer and/or its Representatives does not promptly enter into negotiations to modify this Agreement when requested by Company under this section; or 2) Group Producer and/or its Representatives does not enter into a modification of this Agreement providing assurances regarding the safeguarding of PHI that Company, in its sole discretion, deems sufficient to satisfy the standards and the requirements of the Privacy, Security, and Omnibus Rules.