

**THE ORDER OF UNITED COMMERCIAL TRAVELERS OF AMERICA
(UCT)
Contract Checklist**

_____ Agent Questionnaire with Up-lines' Signatures

_____ Application for Membership (M-81 Rev.0813**) with the up-lines' signature

****Up-line agent must be an active member to sponsor (recruit) another agent.****

_____ State Appointment Fees (If agent is appointed in multiple states please make clear which states we are to appoint them in) on the Agent Questionnaire in the **LICENSE INFORMATION** section.

_____ Business Associate Addendum to General Agent Sales Agreement (BAA 08/13)

_____ General Agent Sales Agreement (GASA-6)

_____ Assignment of Commission form (if applicable)

_____ Commission Schedules (or commission level indicated)

_____ Kroll Background Investigation Form (Only in the following States: AL, FL, GA, KY, MS, ND, OK, PA, SC, UT, WV, WY)

_____ Check Deposit Authorization (Include Voided Check or Copy of Voided Check)

_____ E & O Declaration Page

_____ Credit Card Transaction Authorization (CCTA 08/15) to pay for membership and/or appointment fees (if not paying by check)

****If the agent is in Ohio please contact us for a state specific Application for Membership.**

ALL ITEMS ARE NECESSARY FOR CONTRACTING

Mail, Email or Fax to:

United Commercial Travelers
Attn: Agent Services
1801 Watermark Drive, Suite 100
Columbus, OH 43215-8619

Fax: (614) 487-9664
Phone: (800) 848-0123, ext. 132
E-mail: agentservices@uct.org



Send to:
1801 Watermark Drive, Suite 100
P.O. Box 159019
Columbus, OH 43215-8619

Tel: (614) 487-9680
Toll-free: (800) 848-0123
Fax: (614) 487-9675

Agent Questionnaire

FOR OFFICE USE ONLY

Date Received: _____
Background Check: _____
RB Code: _____
Agent Code: _____

The Order of United Commercial Travelers of America

www.uct.org

AGENT INFORMATION (PLEASE TYPE OR PRINT)

Name:		Social Security No.:		Date:	E-mail Address:	
Are you currently licensed as an: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation						
Corporate Name:				Corporate IRS No.:		
Send To: <input type="checkbox"/> Business <input type="checkbox"/> Residence (Do not abbreviate address)						
Business Address and Street or P.O. Box:		City:	County:	State:	Zip:	Area Code and Telephone No.:
Residence Address and Street or P.O. Box:		City:	County:	State:	Zip:	Area Code and Telephone No.:
Residence Address (if at above less than one year):		City:	County:	State:	Zip:	Area Code and Telephone No.:
Street Address (required for supply shipments):		City:	County:	State:	Zip:	Area Code and Telephone No.:

PERSONAL DATA (MUST ANSWER ALL QUESTIONS)

Are you currently in debt to any insurance company or federal agency? Yes No If "Yes," please explain:

Have you ever been convicted of a felony? Yes No If "Yes," please explain:

Have you ever been convicted of a misdemeanor: Yes No If "Yes," please explain:

Date of Birth (Month/Day/Year): _____ Place of Birth: _____

Marital Status: Married Single Divorced

LICENSE INFORMATION

In what states are you currently licensed? (If more space is needed, please attach additional sheet).

1. State	<input type="checkbox"/> Life <input type="checkbox"/> Accident and Health	License No.	3. State	<input type="checkbox"/> Life <input type="checkbox"/> Accident and Health	License No.
2. State	<input type="checkbox"/> Life <input type="checkbox"/> Accident and Health	License No.	4. State	<input type="checkbox"/> Life <input type="checkbox"/> Accident and Health	License No.

If you wish to apply for non-resident appointment, list the states and include the appropriate fees and/or forms:

Have you ever been terminated by an insurance company? Yes No If "Yes," please explain:

Have there been any complaints against you directed to the insurance commissioner of any state by a policyholder? Yes No

From an insurance company? Yes No

If "Yes," please explain:

LICENSE INFORMATION (CONTINUED)

Have you ever had a license to solicit insurance refused, suspended or revoked? Yes No If "Yes," please explain:

How many years have you held an insurance license?	Do you carry Errors and Omissions insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes," name of carrier:	Policy No.:
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Provide the following information regarding all current and past appointments with life or health insurance companies:

NAME OF COMPANY:	ADDRESS OF HOME OFFICE:	FROM: (MO./YR.)	TO: (MO./YR.)	OK TO CONTACT?
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

Have you ever been or are you currently bound by any employment agreement, non-compete agreement, or non-solicitation agreement, the terms of which (1) restrict where or to whom you may sell insurance policies or, (2) restrict your ability to sell UCT policies? Yes No

If "Yes," please explain:

INSURANCE BACKGROUND

Number of years in the insurance industry:

Check professional designations earned or indicate courses completed: CLU ChFC CFP CPCU RHU

INSURANCE BACKGROUND

	PRIOR CALENDAR YEAR		CURRENT YEAR TO DATE		13 MONTH PERSISTENCY	
	PERSONAL	AGENCY	PERSONAL	AGENCY	PERSONAL	AGENCY
Life Premium						
Life Volume						
Health Premium						
Group Premium						

Total number of producing agents or brokers in your agency?

How many will be appointed with UCT?

FAIR CREDIT REPORTING ACT DISCLOSURE

An investigative consumer report may be prepared whereby information is obtained through personal interviews with your neighbors, friends or others who are acquainted with you. This inquiry includes information as to your character, general reputation, personal characteristics and mode of living. You have the right to make a written request within a reasonable period of time to receive detailed information about the nature and scope of this investigation.

To the best of my knowledge, all of the above is correct, and my appointment with The Order of United Commercial Travelers of America would not constitute a breach of any of my contacts with other insurance companies.

SIGNATURES

YOUR SIGNATURE:	DATE:
REFERRING AGENT'S SIGNATURE:	DATE:
GENERAL AGENT'S SIGNATURE:	DATE:



Application for Membership

The Order of United Commercial Travelers of America • A Fraternal Benefit Society
1801 Watermark Drive, Suite 100, P.O. Box 159019, Columbus, Ohio 43215-8619
Tel: 614.487.9680 • Toll-free: 800.848.0123 • Fax: 800.948.1039 • www.uct.org

Proposed Member Information

Name of council Applicant will belong to: _____ Council No.: _____

Council City: _____ State/Prov.: _____

Applicant Name, First: _____ MI: _____ Last: _____

Address: _____ City: _____ State/Prov.: _____ Postal Code: _____

Home Tel.: (_____) _____ Bus. Tel.: (_____) _____

Birthday: _____ - _____ - _____ Social Security No./Social Insurance No.: _____
Month Day Year

Email Address: _____ Sex: Male Female

Is applicant currently insured with UCT? Yes No

Has applicant ever been a member of UCT? Yes No If "Yes," list member No.: _____

Is applicant's spouse a member of UCT? Yes No If "Yes," list member No.: _____

Member Dues Collected (check one)

Member Dues – when purchasing insurance\$30 minimum

Fraternal Membership – no insurance purchased (\$12 + \$18 minimum Member Dues)\$30 minimum

Please enroll me for membership in UCT. I understand UCT is a fraternal benefit society and agree to abide by the Society's Constitution and Bylaws.

THE ORDER OF UNITED COMMERCIAL TRAVELERS OF AMERICA IS LICENSED TO DO BUSINESS IN THE STATE OF OHIO. AS A MEMBERSHIP ORGANIZATION, FRATERNAL BENEFIT SOCIETIES ARE NOT INCLUDED IN THE OHIO GUARANTY ASSOCIATION. THIS MEANS THAT FRATERNAL BENEFIT SOCIETIES CANNOT BE ASSESSED FOR THE INSOLVENCY OF OTHER LIFE INSURERS OR OTHER FRATERNAL BENEFIT SOCIETIES. BY LAW, A FRATERNAL BENEFIT SOCIETY IS RESPONSIBLE FOR ITS OWN SOLVENCY. IF THERE IS AN IMPAIRMENT OF RESERVES, A POLICYHOLDER MAY BE ASSESSED A PROPORTIONATE SHARE OF THE IMPAIRMENT. THIS PROCESS IS DESCRIBED IN THE POLICY ISSUED BY THE SOCIETY.

Applicant's Signature: X _____ **Date:** _____

For Completion by Sponsoring Member/Agent

This is to certify that I am acquainted with the applicant and hereby recommend the applicant for membership.

Sponsoring Member/Agent's Name (Please Print): _____

Address: _____ City: _____ State/Prov.: _____ Postal Code: _____

Sponsoring Member/Agent No.: _____

Sponsoring Member/Agent's Signature: X _____ **Date:** _____

For Completion by Council Secretary if Necessary

Council Action: Approved Disapproved

Secretary's Signature: _____ **Date:** _____

GENERAL AGENT SALES AGREEMENT

This General Agent Sales Agreement (the "Agreement") is made and entered into by and between The Order of United Commercial Travelers of America ("UCT"), an Ohio fraternal benefit society with its principal place of business located at 1801 Watermark Drive, Suite 100, Columbus, Ohio 43215-8619, and the General Agent whose name and address is set forth at the end of this Agreement (the "General Agent"). The term "General Agent" as used herein shall include its agents and employees, if any.

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. APPOINTMENT AND DUTIES

General Agent is appointed by UCT to procure applications for insurance and render services to policyholders of UCT and General Agent accepts such appointment, all on the terms and conditions hereof. The duties and responsibilities of General Agent hereunder shall be as follows:

A. Solicit Applications

General Agent shall solicit and procure applications for certain products within a specific non-exclusive territory. The General Agent shall collect and remit to UCT the initial modal premiums thereon.

B. Service Policies

General Agent shall conserve and service insurance policies in force.

C. Promote the Council

General Agent shall become a member of UCT and promote the activities of his local council and shall cultivate and seek to maintain a friendly and helpful relationship with officers and members of that council.

2. COMMISSIONS AND COMPENSATION

A. Compensation

General Agent shall receive commissions and other compensation provided herein on premiums paid and received by UCT on policies issued for which General Agent is listed as the agent of record. First-year commissions shall be paid, as earned, according to the commission schedule attached, as may subsequently be amended in writing by UCT to apply prospectively ("Commission Schedule"). No compensation shall be paid on premiums waived under the provisions of any policy regarding waiver of premium, disability rider, or a payor insurance agreement supplement.

B. Renewal Commissions during this Agreement

During the term of this Agreement, commissions will be paid in accordance with the Commission Schedule on all premiums paid and received by UCT on renewed policies for which General Agent is listed as the agent of record ("Renewal Commissions").

C. Commissions after Termination

Except as provided in Sections 5 and 7 hereof, Renewal Commissions shall, subject to all the other terms and conditions hereof, continue to be paid to the General Agent for the term of years stipulated in the Commission

Schedule, provided that such commissions of less than twenty-five dollars (\$25) per week shall be accumulated. After termination of this Agreement, if in any calendar year the total Renewal Commissions and any other commissions paid under this Agreement are less than one thousand dollars (\$1,000), then UCT shall have the right to pay the present discounted value of all future commissions in one sum in lieu of the payment of all future commissions as they become due. Such present discounted value shall be determined by UCT.

D. Commission Schedules

UCT may amend the terms of the Commission Schedule at any time by giving General Agent prior notice that the Commission Schedule is being so amended. UCT shall determine the commission payable on all classes of policies not named in the Commission Schedule. On substandard policies issued by UCT, the commissions set forth on the Commission Schedule shall only apply to the standard premium portion of the substandard policy.

E. Replacement Insurance

Commissions, if any, on policies which, in the judgment of UCT, take, or are to take, the place of other insurance on the same risk, shall be governed by the rules and practices from time to time adopted by UCT relative thereto.

F. Vesting of Commissions

Commissions are 100% vested upon appointment with UCT.

G. Refund of Premiums

If UCT, for any reason, refunds any portion of premium on any UCT policy, the amount of commissions received by General Agent on such portion of premium will be deducted from any future commissions due General Agent.

H. Administration

UCT reserves the right, for its convenience in accounting and administration, to withhold any payment(s) due General Agent hereunder until all amounts owed equal at least twenty-five dollars (\$25) before making payment. Any amount due the General Agent at a time when no further credits appear probable will be paid promptly regardless of amount.

I. Manual

All the rules, policies and procedures contained in the General Agent's manual issued by UCT (the "Manual") that are in effect on the effective date of this Agreement are incorporated by reference in this Agreement. UCT may,

from time to time, add or change rules, policies and procedures in the Manual by delivering to General Agent a copy of any such addition or change that shall automatically effect a modification of the terms of this Agreement from the date of delivery.

3. SCOPE OF AUTHORITY

A. Limits of Authority

General Agent is not authorized to bind UCT in any way not specifically authorized in writing by a duly authorized officer of UCT. Except as provided in Section 1 above, the General Agent is not authorized to act for UCT or to make, alter or discharge contracts for UCT, extend the time for payment of premiums, waive forfeitures, grant permits, quote rates for extraordinary risks, guarantee dividends, make any endorsements on a policy of UCT, or commit or attempt to commit UCT to payment of any claim or adjustment of any policy. General Agent's authority shall extend no further than is expressly stated in this Agreement.

B. Nature of Relationship

Nothing contained in this Agreement shall be construed to create the relationship of employer and employee between UCT and General Agent. General Agent shall be free to exercise his own judgment as to persons from whom insurance will be solicited and the time and place of solicitation. However, UCT may, from time to time, in its Manual prescribe rules and regulations respecting the conduct of the business covered hereby not interfering with such freedom of action of General Agent, which rules and regulations shall be observed and conformed to by General Agent.

C. Handling of Funds

All monies or property collected by General Agent, for or on behalf of UCT, shall be collected in a fiduciary capacity and not be commingled with other funds or used by General Agent for any purpose whatsoever except as herein specifically authorized, and shall be delivered at once and in full to UCT. General Agent shall be responsible for collecting, and shall immediately remit to UCT in full, the first premium on any and all applications written under this Agreement. In the event UCT does not accept an application forwarded by General Agent, UCT will refund to the applicant all premiums received from such applicant, and commissions, if any, on account of such application that were credited to General Agent will be reversed and such commissions, if any, that were paid will be deducted from future commissions payable to General Agent hereunder.

4. REPRESENTATIONS, WARRANTS AND COVENANTS

General Agent hereby represents, warrants and covenants to UCT as follows:

A. Licensed General Agent

During the term of this Agreement, the General Agent who solicits and procures policies as described in Section 1A hereof shall have a valid license to sell life and health insurance products for each state in which the General Agent conducts business. Further, General Agent agrees to promptly notify an authorized representative of UCT of any investigations or any restriction placed upon the license of the General Agent by the insurance regulators in any state in which they maintain a license.

B. Compliance with Laws

General Agent shall perform all of the duties hereunder in accordance with provisions of the Manual and all applicable statutes and administrative regulations of the federal government and the state or states in which the General Agent conducts business.

C. Authority

General Agent shall not represent to any third party that he has authority to act for, or to bind, UCT or that he has any authority other than as expressly set forth herein.

D. Rebating Commissions

The General Agent shall not rebate any commissions for insurance solicited or procured pursuant to this Agreement.

E. Insured Member

General Agent shall, at all times, be a member of UCT insured by at least one life, health or accident insurance policy of UCT.

F. Application to Become UCT General Agent

Prior to the date hereof, General Agent has submitted an Agent Questionnaire to become a UCT General Agent. The General Agent hereby represents that all information furnished by General Agent on the Agent Questionnaire, or in connection with said Agent Questionnaire was true and correct on the date of the Agent Questionnaire and continues to be true and correct on the date hereof.

G. Errors and Omissions Insurance

General Agent shall, during the term of this Agreement, maintain a policy of errors and omissions insurance covering business written under this Agreement.

5. NO SOLICITATION OF SERVICE

A. Covenant

The General Agent shall not (i) induce or attempt to induce any general agent of UCT to terminate his agreement with UCT (ii) employ (or engage to act, directly or indirectly, as an independent contractor or agent) any employee of UCT or any general agent of UCT within two (2) years following termination of this Agreement; (iii) induce or attempt to induce any UCT members to terminate their policies with UCT; or (iv) after termination of this Agreement, solicit or take away UCT members.

B. Consideration

General Agent acknowledges and agrees that UCT's appointment of him as General Agent on the terms and conditions set forth herein constitute valuable consideration sufficient for any or all of the covenants set forth in this Section 5. Each of the covenants is distinct and severable, notwithstanding that they are set forth in one paragraph hereof for convenience.

C. Reasonableness of Covenants

It is recognized and understood by the General Agent that the employees and general agents of UCT are an integral part of UCT's current business and future growth potential and that it is extremely important for UCT to use its maximum efforts to prevent UCT from losing the services of such employees and general agents. General Agent further

acknowledges that the members of UCT are vital to UCT's business and that significant time and resources have been expended over many years to establish and maintain UCT's membership.

D. Maximum Enforcement

In the event that any or all of the covenants shall be determined by a court of competent jurisdiction to be unenforceable by reason of their geographic or temporal restrictions being too great, or by reason that the range of activities covered is too great, or for any other reason, they should be interpreted to extend over the maximum geographic area, period of time, range of activities or other restrictions as to which they may be enforceable.

E. Forfeiture of Commissions

General Agent covenants and agrees that, if General Agent violates any covenants in this Section 5, General Agent shall forfeit all commissions provided for in this Agreement and such forfeiture shall be in addition to, and not in limitation of, any injunctive relief or other rights or remedies to which UCT is or may be entitled to at law or in equity or otherwise.

F. Injunctive Relief

The parties agree that a breach of the covenants may cause irreparable damage to UCT and its sales network, the extent of which may be difficult to ascertain, and the award of damages may not be adequate relief, and consequently, General Agent agrees that, in the extent of a breach or a threatened breach of any covenant, UCT may institute an action to compel the specific performance of the covenant, and that such remedy shall be cumulative, not exclusive, and shall be in addition to any other available remedies.

6. TERM AND TERMINATION

This Agreement shall commence on the date of its approval by an authorized representative of UCT and continue until terminated as provided herein. This Agreement may be terminated by either party, without cause, by giving thirty (30) days prior written notice to the other party, and such termination shall not waive or release any obligation of either party existing hereunder at the time of termination. This Agreement shall terminate immediately upon the death or dissolution of General Agent or the filing of a voluntary or involuntary petition in bankruptcy regarding the General Agent that is not dismissed within thirty (30) days and may be terminated at UCT's option upon the occurrence of any of the following: (A) breach of any of the provisions of Section 4 or 5 of this Agreement; (B) General Agent's commission of an act that constitutes fraud or constitutes a material breach of his duties hereunder by the General Agent; or (C) failure of General Agent to maintain production and persistency requirements as determined by UCT.

7. EFFECT OF TERMINATION

Upon termination of this Agreement (i) by UCT for one of the reasons described in 6(A) or 6(B) above, or (ii) by UCT or General Agent as a result of conduct of, or actions taken by, General Agent that would constitute sufficient grounds for disciplinary action or imposing any potential restriction on its licensure by the insurance regulators of any state in which General Agent is licensed, then General Agent shall

forfeit all commissions provided for in this Agreement from the date of termination. Upon termination of this Agreement for any reason, all amounts due and owing from General Agent to UCT for advance of commissions, if any, canceled policies or any other reason ("Indebtedness") shall become immediately due and payable and shall be subject to an interest charge of (8%) per annum until paid. UCT shall have a right to offset Indebtedness and such interest against all compensation due to General Agent hereunder until all indebtedness and interest are paid in full. UCT shall not be compelled to render an immediate accounting or make immediate settlement if this Agreement is terminated, but shall be allowed a reasonable period of time from the date of termination within which to satisfy itself that no premiums or payments have been collected or wrongfully withheld by General Agent. Within thirty (30) business days of termination, General Agent shall return at its expense in good condition the Manual and all rate books, literature, manuals, forms, training materials, membership lists, expiration records, invoice copies, supplies, equipment or any other written material or document on which the name or mark of UCT is displayed whether or not furnished by UCT.

8. INDEMNIFICATION

General Agent hereby agrees to defend, indemnify and hold harmless UCT against and in respect of: (A) any and all losses and damages resulting from, relating or incident to, or arising out of any misrepresentation or breach by General Agent of any representation, warranty, covenant or agreement made or contained in this Agreement, and (B) any and all actions, suits, proceedings, claims, demands, judgments, Costs and expenses (including reasonable attorneys' fees) incident to the foregoing.

9. CIRCULARS AND ADVERTISING

No circular, advertisement or other matter shall be printed, published or used in any way by General Agent unless the same shall first have been approved, in writing, by UCT.

10. EXPENSES AND TAXES

General Agent acknowledges that he is engaged solely as an independent contractor and not as an employee of UCT and agrees that he shall pay all expenses he incurs to perform services hereunder and be responsible for the payment of all federal, state and local tax obligations on account of compensation earned hereunder. Notwithstanding the foregoing, UCT may withhold taxes as required by law.

11. ORAL STATEMENTS

This Agreement, together with the attached commission schedule, constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. No oral statement heretofore or hereafter made by either party hereto, or any representative thereof, shall affect or change this Agreement in any respect. Any modification of this Agreement, except as provided in Subsections (D) and (I) of Section 2 hereof, must be in writing and signed by General

Agent and an authorized officer of UCT before the same shall become effective.

written notice to the other party, designate a different address, which shall be substituted for the one specified for such party in the preceding sentence.

12. WAIVER OF RIGHTS

The failure of UCT to exercise any of its rights under this Agreement shall not constitute a waiver of its rights or a precedent to be followed at any subsequent date.

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The parties hereto hereby consent to the jurisdiction of the courts of the State of Ohio in Franklin County, and the United States District Court, for the Southern District of Ohio, Eastern Division, and waive any contention that any such court is an improper venue for enforcement of this Agreement.

14. NOTICES

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or two (2) business days after being mailed, certified, return receipt requested, postage prepaid by UCT at the address set forth in the first paragraph of this Agreement and to General Agent at the address set forth at the end of this Agreement. Any party hereto may, from time to time, by

15. ASSIGNMENT

This Agreement may not be assigned or transferred in whole or in part by General Agent without the prior written consent of UCT. No rights of General Agent to commissions earned or accrued or to accrue under this Agreement shall be assigned, mortgaged or pledged by General Agent without the prior written consent of UCT. Any purported assignment of this Agreement or any rights hereunder without the express written consent of UCT is void.

16. BINDING EFFECT

This Agreement shall be binding upon the heirs, successors and assigns of the respective parties hereto.

17. PRONOUNS

All pronouns used herein shall be deemed to refer to masculine, feminine, neuter, singular or plural as the identity of the person or persons may require in the context, and the singular form of nouns, pronouns and verbs shall include the plural, and vice versa, whichever the content may require.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20 _____

UCT: _____ GENERAL

AGENT:

(Signature of General Agent or authorized officer)

General Agent (please print) _____

Street Address _____

City _____ State _____ Zip Code _____

Taxpayer Identification Number _____

NOTE: To be effective, this Agreement must be signed in duplicate; both copies must be forwarded to United Commercial Travelers, 1801 Watermark Drive, Suite 100, Columbus, Ohio 43215-8619 and an authorized representative of UCT must sign below to evidence approval of this Agreement. After approved by the authorized representative of UCT, one copy of this Agreement will be returned to General Agent at the address listed above.

Approved:
THE ORDER OF UNITED COMMERCIAL TRAVELERS OF AMERICA

By: _____
Authorized Representative of UCT

BUSINESS ASSOCIATE ADDENDUM TO GENERAL AGENT SALES AGREEMENT

This Addendum amends the General Agent Sales Agreement (Original Agreement) between _____ (agent) and The Order of United Commercial Travelers of America (UCT) and is effective _____, 20____ (date that Original Agreement was entered into).

INTRODUCTION

In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations on privacy and confidentiality found at 45 C.F.R. Parts 160 and 164 and the HITECH Act as enacted as part of The American Recovery and Reinvestment Act of 2009, Business Associate (agent) and UCT (Health Plan) agree to the following amendments to the Original Agreement.

I. Definitions

- A. **Protected Health Information (PHI)** means information, including electronic information, that is received from, or created or received on behalf of Health Plan, and is information (i) about an individual which relates to the past, present or future physical or mental health or condition of an individual, and (ii) which either identifies the individual or includes information which can reasonably be used to identify the individual. PHI pertains to all living individuals and to individuals deceased for less than 51 years.
- B. **Breach** means the acquisition, access, use, or disclosure of PHI that is not a permissible acquisition, access, use or disclosure under the HIPAA privacy rules and which compromises the security or privacy of the PHI. Breach does not include the following:
1. Any unintentional acquisition, access, or use of PHI by an employee, officer, or contractor working for Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority of such employee, officer, or contractor working for Business Associate, and does not result in further use or disclosure of the PHI.
 2. Any inadvertent disclosure by an employee, officer, or contractor who is otherwise authorized to access PHI by Business Associate when the inadvertent disclosure is to another similarly situated employee, officer, or contractor of Business Associate; and the PHI received as a result of such disclosure is not further used or disclosed.
 3. A disclosure of PHI where Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- C. **Compromises the security or privacy of the PHI** means pose a significant risk of financial, reputational, or other harm to the individual.
- D. **Disclose or Disclosure** means the release, transfer, provision or access to, or divulging in any other manner of PHI outside of Business Associate's operations, or to a person who is not an employee or officer of Business Associate. Disclosure includes both intentional and inadvertent or accidental disclosures.
- E. **Use or Uses** means the sharing, employment, application, utilization, examination or analysis of PHI by an employee or officer of Business Associate within Business Associate's operations.

- F. **Security Incident** means the attempted or successful unauthorized use, disclosure, modification, or destruction of information or interference with system operations in an information system, as such definition may be amended from time to time by HIPAA or the Privacy and Security Regulations.

II. Duties and Responsibilities of Business Associate

- A. Business Associate may Use or Disclosure PHI only as necessary to perform Business Associate's obligations under the Original Agreement, except as otherwise provided herein and subject to the conditions and restrictions set forth below.
- B. Business Associate agrees to not Use or further Disclose PHI other than as authorized by this Agreement, as requested by Health Plan, or as required by law.
- C. Business Associate shall require that its agents and employees to whom it provides PHI under this Agreement agree to the same restrictions and conditions that apply to the Business Associates with respect to such information.
- D. Business Associates may Disclose PHI to Business Associate's subcontractors and agents, but only as necessary to perform services under the Original Agreement. Prior to the Disclosure of PHI to a subcontractor or agent of Business Associate, the subcontractor or agent must sign a written HIPAA compliant business associate agreement holding the subcontractor or agent to the same restrictions that apply to the Business Associate under this Agreement.
- E. Business Associate may Use (but not Disclose) PHI in its possession for the proper management and administration of Business Associate or to carry out its legal responsibilities, unless otherwise limited by this agreement.
- F. Business Associate may Disclose PHI in its possession for the proper management and administration of Business Associate or to carry out its legal responsibilities unless otherwise limited by this Agreement and only if (i) the Disclosure is to an employee of Business Associate or, subject to the requirements of Paragraph D of this section, is to a subcontractor or agent of Business Associate or (ii) the Disclosure is required by law.
- G. In all cases, Business Associate shall limit its Uses and Disclosures of PHI to the minimum amount of PHI necessary to perform the task or accomplish the purpose of the Use or Disclosure. Upon issuance of guidance by the Secretary of the U.S. Department of Health and Human Services on the minimum necessary requirements, Business Associate shall limit the amount of PHI Used or Disclosed by Business Associate in accordance with such guidance.
- H. Business Associate agrees not to Use or further Disclose PHI in any manner that would constitute a violation of any provision of HIPAA.
- I. Business Associate agrees to implement and use reasonable and appropriate safeguards to prevent Uses and Disclosures of PHI other than as provided for by this Agreement, including compliance with HIPAA security requirements as required by Section III of this Agreement.
- J. If Business Associate becomes aware of any Use or Disclosure of PHI not permitted under this Agreement, it shall report such Use or Disclosure to Health Plan within one (1) business day of gaining such knowledge. Business Associate shall also use its best efforts to mitigate the effect of such unauthorized Use or Disclosure, and shall implement or modify practices or take other reasonable action to prevent further unauthorized Uses or Disclosures.

- K. Business Associate shall not sell PHI of Health Plan in return for any direct or indirect remuneration without the express written consent of Health Plan.
- L. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of any individual unless Health Plan has provided Business Associate with a valid authorization from each individual whose information is the subject of the remuneration transaction and Health Plan has approved such remuneration transaction in writing. Business Associate shall not solicit such authorizations from individuals without the prior approval of Health Plan.
- M. In the event an individual contacts Business Associate directly about access to PHI, Business Associate will not provide access to the individual, but shall forward such request to Health Plan within two (2) business days of such contact.
- N. In the event an individual contacts Business Associate directly about making amendments to PHI, Business Associate will not make any amendments to the individual's PHI, but shall forward such request to Health Plan within two (2) business days of such contact.
- O. Business Associate shall keep a record of any Disclosures of PHI and agrees to make information regarding Disclosures of PHI available to Health Plan within ten (10) days of a request by Health Plan. Business Associate shall provide, at a minimum, the following information: (i) the date of disclosure; (ii) the name and address of the entity or person who received the PHI, if known; (iii) a brief description of the PHI disclosed; (iv) a brief statement regarding the purpose and explanation of the basis of such disclosure and (v) the names of all individuals whose PHI was disclosed.
- P. Business Associate agrees to comply with any other restrictions on the Use or Disclosure of PHI that Health Plan may request from time to time.
- Q. Business Associate shall make its internal practices, books and records relating to Uses and Disclosures of PHI available to Health Plan, to the Secretary (or its designee), or to any other official or agency with enforcement authority under HIPAA, for purposes of determining Health Plan's and Business Associate's compliance with HIPAA.
- R. Business Associate may not de-identify PHI created, received or maintained by Business Associate under this Agreement, except as requested by Health Plan. PHI de-identified at the request of Health Plan may only be Used or Disclosed by Business Associate for those purposes expressly approved by Health Plan.
- S. Business Associate may not aggregate PHI created, received or maintained by Business Associate under this Agreement, except as expressly approved by Health Plan. PHI aggregated at the request of Health Plan may only be Used or Disclosed by Business Associate for those purposes expressly approved by Health Plan.
- T. Business Associate may not threaten, intimidate, coerce, harass, discriminate against, or take any other retaliatory action against any person for filing a complaint with the Secretary of Health and Human Services for perceived HIPAA violations; testifying, assisting, or participating in an investigation, compliance review, proceeding, or hearing involving a perceived HIPAA violation; or opposing any action or practice made unlawful by HIPAA, provided the person has a good faith belief that the practice opposed is unlawful, and the manner of opposition is reasonable and does not involve a prohibited Disclosure of PHI.