

**LIBERTY UNION LIFE & HEALTH ASSURANCE COMPANY
PRODUCER'S COMMISSION CONTRACT**

This Producer's Commission Contract and accompanying Exhibits and Appendixes which are attached hereto and incorporated herein (collectively referred to as the "Agreement") is made and entered into this _____
1st day of _____, 20____ (the "Effective Date"), by and between
LIBERTY UNION LIFE ASSURANCE COMPANY (hereinafter called the Company) and _____
_____ (hereinafter
called the Producer).

The Company agrees to pay to the Producer, as full compensation, commissions on premiums paid to the Company on account of policies or certificates issued upon applications procured under this contract, in accordance with the applicable Commission Schedule attached and in force at that time, and in accordance with the Company's rules and subject to the terms and conditions of this contract.

GENERAL PROVISIONS

1. The Producer shall have no claim for commission on any business unless the Producer actually solicited the application and his name is recorded on the Company's records as the Producer of Record.
2. The Company shall have the right, at all times, to offset against any sum due the Producer hereunder, any debt, obligation or liability due or owing by the Producer to the Company or to a policyholder.
3. The Commission Schedule may have changed at any time, with respect to business written thereafter, upon written notice from the Company to the Producer.
4. The Producer has no authority to do, and warrants the Company that he has not done and will not do any of the following: (1) make, alter or discharge any contract, policy or receipt, nor waive any forfeiture, provision or condition thereof; (2) receive any monies on behalf of the Company except the initial deposit premium to be forwarded with the application for coverage and then only upon strict compliance with the terms and conditions of the receipts, policies and contracts issued by the Company and with the rules of the Company; (3) rebate or offer to rebate any part of a premium; (4) issue or circulate any advertising materials, circulars, pamphlets or any other release relating to the Company unless the same shall have been authorized and approved in writing by the Company; (5) make any misrepresentation or incomplete comparison for the purpose of including a policyholder, group account or insured person in this or any other company to covert, lapse, forfeit or surrender his insurance therein or for any other purposes; (6) bind or obligate the Company or subject the Company to any liability unless specifically authorized in writing by the Company; (7) perform any act on behalf of the Company which violates or in such a manner as to violate any applicable State, Federal or Local law, regulation, ruling or guideline; (8) incur any indebtedness or liability on behalf of the Company unless authorized by the Company to do so in writing; (9) extend the time of payment of any premium; (10) intentionally make any misstatement about the Company or its products to any policyholder or prospective policyholder; (11) or institute, prosecute or maintain any legal proceedings in connection with any matter pertaining to the Company's business.
5. Commissions shall be payable continuously hereunder so long as the Producer: (1) is recognized by the policyholder as agent, broker or Producer of Record; (2) services said insurance in manner satisfactory to the Company; (3) is a full-time insurance agent and is in compliance with applicable state licensing laws; (4) and is not in violation with General Provision #3 of this contract. (5) In the event of the death of the Producer (if the Producer is an individual), any commissions accrued at his date of death or that would have accrued had he not died, shall be

payable to his surviving spouse, and upon death of the spouse, to the estate of the spouse. If the Producer dies without a surviving spouse, such commissions shall be payable to the estate of the Producer.

6. No assignment, transfer or sale of this contract shall be valid or binding upon the Company.
7. The Producer shall at all times be an independent contractor, and nothing herein contained shall be construed to create the relationship of employer and employee between the Company and the Producer. The Producer shall be free to exercise independent judgment as to the time and manner in which it may perform the services authorized to be performed under this contract, but the Company may from time to time prescribe rules and regulations with respect to the conduct of the business covered hereby, providing same do not interfere with such freedom of action of the Producer. It is agreed that if any training, materials, sales aids or similar service are furnished to the Producer by the Company, it is for the purpose of assisting the business of the Producer and not to control the Producer.
8. The Producer shall pay all expenses incurred by it in the performance of the contract, and if requested by the Company, shall furnish a bond of indemnity in such form and amount as required.
9. This contract can be terminated by either party upon the giving of 30 days written notice to the other party. Such termination will not in and of itself affect the rights of the parties with respect to any account written by the Producer prior to the date of termination and all of the above provisions will remain in effect with respect thereto.
10. This contract will be construed and interpreted in accordance with the laws of the State of Michigan.
11. The failure of the Company to enforce any provisions of this contract will not constitute a waiver by the Company of any such provision. The past waiver of a provision by the Company will not constitute a course of conduct or a waiver in the future of that same provision.
12. Commission Schedule: Commissions payable to the Producer are based upon the below schedule. The group size class is determined based upon the number of covered lives upon initial enrollment, and may change upon policy renewal, based upon the number of covered lives on the renewal date.

<u>Class</u>	<u>Fully-Funded Medical Plan Number of Covered Medical Lives</u>	<u>Commission Rate</u>
1	2+	10% of paid Aggregate Premium & Administration Fees

<u>Class</u>	<u>Liberty Union Life / AD&D</u>	<u>Commission Rate</u>
1	2-25	7% of paid premium
2	26-50	6% of paid premium
3	51-100	5% of paid premium

<u>Class</u>	<u>Liberty Union Appeal Dental</u>	<u>Commission Rate</u>
First Year		15% of paid premium
Renewal		15% of paid premium

13. Premium in any policy year is defined as the total premium due and paid to the Company for insurance in force during such policy year, less any premiums refunded by the Company applicable to such policy year.

APPENDIX A - BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (BAA) is entered into as of the effective date of the Agreement between Liberty Union Life Assurance Company ("Covered Entity") and the Producer ("Business Associate") (jointly "the Parties") as named in this Agreement.

RECITALS

WHEREAS, the Parties have entered into a Contract, Appendixes and Exhibits attached thereto, heretofore collectively referred to as the "Agreement", under which Business Associate provides certain services to Covered Entity.

Jointly the Parties wish to modify the Business Associate Agreement to incorporate the terms of this Addendum to comply with the requirements of: (i) the implementing regulations at 45 C.F.R Parts 160, 162, and 164 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (i.e., the HIPAA Privacy, Security, Electronic Transaction, Breach Notification, and Enforcement Rules ("the Implementing Regulations")), (ii) the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") that are applicable to business associates, and (iii) the requirements of the final modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules as issued on January 25, 2013 and effective March 26, 2013 (75 Fed. Reg. 5566 (Jan. 25, 2013)) ("the Final Regulations"). The Implementing Regulations, the HITECH Act, and the Final Regulations are collectively referred to in this Addendum as "the HIPAA Requirements."

The Parties agree to incorporate into this Addendum any regulations issued by the U.S. Department of Health and Human Services ("DHHS") with respect to the HIPAA Requirements that relate to the obligations of business associates and that are required to be (or should be) reflected in a business associate agreement. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HIPAA Requirements and that it has direct liability for any violations of the HIPAA Requirements.

1. DEFINITIONS

- (a) "*Breach*" shall mean, as defined in 45 C.F.R. § 164.402, the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted by the HIPAA Requirements that compromises the security or privacy of that Protected Health Information.
- (b) "*Business Associate Subcontractor*" shall mean, as defined in 45 C.F.R. § 160.103, any entity (including an agent) that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate.
- (c) "*Electronic PHI*" shall mean, as defined in 45 C.F.R. § 160.103, Protected Health Information that is transmitted or maintained in any Electronic Media.
- (d) "*Limited Data Set*" shall mean, as defined in 45 C.F.R. § 164.514(e), Protected Health Information that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual:
 - (i) Names;
 - (ii) Postal address information, other than town or city, State, and zip code;
 - (iii) Telephone numbers;
 - (iv) Fax numbers;
 - (v) Electronic mail addresses;
 - (vi) Social security numbers;
 - (vii) Medical record numbers;

- (viii) Health plan beneficiary numbers;
 - (ix) Account numbers;
 - (x) Certificate/license numbers;
 - (xi) Vehicle identifiers and serial numbers, including license plate numbers;
 - (xii) Device identifiers and serial numbers;
 - (xiii) Web Universal Resource Locators (URLs);
 - (xiv) Internet Protocol (IP) address numbers;
 - (xv) Biometric identifiers, including finger and voice prints; and
 - (xvi) Full face photographic images and any comparable images.
- (e) *“Protected Health Information”* or “PHI” shall mean, as defined in 45 C.F.R. § 160.103, information created or received by a Health Care Provider, Health Plan, employer, or Health Care Clearinghouse, that: (i) relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to the individual, or the past, present, or future payment for provision of health care to the individual; (ii) identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and (iii) is transmitted or maintained in an electronic medium, or in any other form or medium. The use of the term “Protected Health Information” or “PHI” in this Addendum shall mean both Electronic PHI and non-Electronic PHI, unless another meaning is clearly specified.
- (f) *“Security Incident”* shall mean, as defined in 45 C.F.R. § 164.304, the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- (g) *“Unsecured Protected Health Information”* shall mean, as defined in 45 C.F.R. § 164.402, Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by DHHS.
- (h) All other capitalized terms used in this Addendum shall have the meanings set forth in the applicable definitions under the HIPAA Requirements.

2. GENERAL TERMS

- (a) In the event of an inconsistency between the provisions of this Addendum and a mandatory term of the HIPAA Requirements (as these terms may be expressly amended from time to time by the DHHS or as a result of interpretations by DHHS, a court, or another regulatory agency with authority over the Parties), the interpretation of DHHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence.
- (b) Where provisions of this Addendum are different from those mandated by the HIPAA Requirements, but are nonetheless permitted by the HIPAA Requirements, the provisions of this Addendum shall control.
- (c) Except as expressly provided in the HIPAA Requirements or this Addendum, this Addendum does not create any rights in third parties.

3. SPECIFIC REQUIREMENTS

(a) Flow-Down of Obligations to Business Associate Subcontractors.

Business Associate agrees that as required by the HIPAA Requirements, Business Associate will enter into a written agreement with all Business Associate Subcontractors that: (i) requires them to comply with the Privacy and Security Rule provisions of this Addendum in the same manner as required of Business Associate, and (ii) notifies such Business Associate Subcontractors that they will incur liability under the HIPAA Requirements for non-compliance with such provisions. Accordingly,

Business Associate shall ensure that all Business Associate Subcontractors agree in writing to the same privacy and security restrictions, conditions and requirements that apply to Business Associate with respect to PHI.

(b) Privacy of Protected Health Information

(i) *Permitted Uses and Disclosures of PHI.*

Business Associate agrees to create, receive, use, disclose, maintain or transmit PHI only in a manner that is consistent with this Addendum or the HIPAA Requirements and only in connection with providing the services to Covered Entity identified in the Agreement. Accordingly, in providing services to or for the Covered Entity, Business Associate, for example, will be permitted to use and disclose PHI for "Treatment, Payment, and Health Care Operations," as those terms are defined in the HIPAA Requirements. Business Associate further agrees that to the extent it is carrying out one or more of the Covered Entity's obligations under the Privacy Rule (Subpart E of 45 C.F.R. Part 164), it shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

- (1) Business Associate shall report to Covered Entity any use or disclosure of PHI that is not provided for in this Addendum, including reporting Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 and required by Section 3(e)(ii) below.
- (2) Business Associate shall establish, implement and maintain appropriate safeguards, and comply with the Security Standards (Subpart C of 45 C.F.R. Part 164) with respect to Electronic PHI, as necessary to prevent any use or disclosure of PHI other than as provided for by this Addendum.

(ii) *Business Associate Obligations.*

As permitted by the HIPAA Requirements, Business Associate also may use or disclose PHI received by the Business Associate in its capacity as a Business Associate to the Covered Entity for Business Associate's own operations if:

- (1) the use relates to: (1) the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate, or (2) data aggregation services relating to the health care operations of the Covered Entity; or
- (2) the disclosure of information received in such capacity will be made in connection with a function, responsibility, or services to be performed by the Business Associate, and such disclosure is required by law or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and the person agrees to notify the Business Associate of any breaches of confidentiality.

(iii) *Minimum Necessary Standard and Creation of Limited Data Set.*

Business Associate's use, disclosure, or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, in performing the functions and activities as specified in the Agreement and this Addendum, Business Associate agrees to use, disclose, or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure, or request.

(iv) *Access.*

In accordance with 45 C.F.R. § 164.524 of the HIPAA Requirements, Business Associate will be available to the Covered Entity (or as directed by the Covered Entity, to those individuals who are the subject of the PHI (or their designees)), their PHI in the Designated Record Set. Business Associate shall make such information available in an electronic format where directed by the Covered Entity.

- (v) ***Disclosure Accounting.***
Business Associate shall make available the information necessary to provide an accounting of disclosures of PHI as provided for in 45 C.F.R. § 164.528 of the HIPAA Requirements by making such information available to the Covered Entity or (at the direction of the Covered Entity) making such information available directly to the individual.
- (vi) ***Amendment.***
Business Associate shall make PHI in a Designated Record Set available for amendment and, as directed by the Covered Entity, incorporate any amendment to PHI in accordance with 45 C.F.R. § 164.526 of the HIPAA Requirements.
- (vii) ***Right to Request Restrictions on the Disclosure of PHI and Confidential Communications.***
If an individual submits a Request for Restriction or Request for Confidential Communications to the Business Associate, Business Associate and Covered Entity agree that Business Associate, on behalf of Covered Entity, will evaluate and respond to these requests according to Business Associate's own procedures for such requests.
- (viii) ***Return or Destruction of PHI.***
Upon the termination or expiration of the Agreement or this Addendum, Business Associate agrees to return the PHI to Covered Entity, destroy the PHI (and retain no copies), or if Business Associate determines that return or destruction of the PHI is not feasible, (a) continue to extend the protections of this Addendum and of the HIPAA Requirements to the PHI, and (b) limit any further uses and disclosures of the PHI to the purpose making return or destruction infeasible.
- (ix) ***Availability of Books and Records.***
Business Associate shall make available to DHHS or its agents the Business Associate's internal practices, books, and records relating to the use and disclosure of PHI in connection with this Addendum.
- (x) ***Termination for Breach.***
- (1) Business Associate agrees that Covered Entity shall have the right to terminate this Addendum or seek other remedies if Business Associate violates a material term of this Addendum.
- (2) Covered Entity agrees that Business Associate shall have the right to terminate this Addendum or seek other remedies if Covered Entity violates a material term of this Addendum.
- (c) **Information and Security Standards**
- (i) Business Associate will develop, document, implement, maintain, and use appropriate Administrative, Technical, and Physical Safeguards to preserve the Integrity, Confidentiality, and Availability of, and to prevent non-permitted use or disclosure of, Electronic PHI created or received for or from the Covered Entity.
- (ii) Business Associate agrees that with respect to Electronic PHI, these Safeguards, at a minimum, shall meet the requirements of the HIPAA Security Standards applicable to Business Associate.
- (iii) More specifically, to comply with the HIPAA Security Standards for Electronic PHI, Business Associate agrees that it shall:
- (1) Implement Administrative, Physical, and Technical Safeguards consistent with (and as required by) the HIPAA Security Standards that reasonably protect the Confidentiality, Integrity, and Availability of Electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate shall develop and implement policies and procedures that meet the documentation requirements as required by the HIPAA Requirements;

- (2) As also provided for in Section 3(a) above, ensure that any Business Associate Subcontractor agrees to implement reasonable and appropriate safeguards to protect the Electronic PHI;
- (3) Report to Covered Entity any unauthorized access, use, disclosure, modification, or destruction of PHI (including Electronic PHI) not permitted by this Addendum, applicable law, or permitted by Covered Entity in writing ("Successful Security Incidents" or Breaches) of which Business Associate becomes aware. Business Associate shall report such Successful Security Incidents or Breaches to Covered Entity as specified in Section 3(e)(iii)(1);
- (4) For Security Incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of PHI (including, for purposes of example and not for purposes of limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses) (hereinafter "Unsuccessful Security Incidents"), Business Associate shall aggregate the data and, upon the Covered Entity's written request, report to the Covered Entity in accordance with the reporting requirements identified in Section 3(e)(iii)(2);
- (5) Take all commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from any unauthorized access, use, disclosure, modification, or destruction of PHI;
- (6) Permit termination of this Addendum if the Covered Entity determines that Business Associate has violated a material term of this Addendum with respect to Business Associate's security obligations and Business Associate is unable to cure the violation; and
- (7) Upon Covered Entity's request, provide Covered Entity with access to and copies of documentation regarding Business Associate's safeguards for PHI and Electronic PHI.

(d) Compliance with HIPAA Transaction Standards

(i) *Application of HIPAA Transaction Standards.*

Business Associate will conduct Standard Transactions consistent with 45 C.F.R. Part 162 for or on behalf of the Covered Entity to the extent such Standard Transactions are required in the course of Business Associate's performing services under the Agreement and this Addendum for the Covered Entity. As provided for in Section 3(a) above, Business Associate will require any Business Associate Subcontractor involved with the conduct of such Standard Transactions to comply with each applicable requirement of 45 C.F.R. Part 162. Further, Business Associate will not enter into, or permit its Subcontractors to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of the Covered Entity that:

- (1) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
- (2) Adds any data element or segment to the maximum defined data set;
- (3) Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
- (4) Changes the meaning or intent of the Standard Transaction's implementation specification.

(ii) *Specific Communications.*

Business Associate, Plan Sponsor and Covered Entity recognize and agree that communications between the parties that are required to meet the Standards for Electronic Transactions will meet the Standards set by that regulation. Communications between Plan Sponsor and Business

Associate, or between Plan Sponsor and the Covered Entity, do not need to comply with the HIPAA Standards for Electronic Transactions. Accordingly, unless agreed otherwise by the Parties in writing, all communications (if any) for purposes of "Enrollment" as that term is defined in 45 C.F.R. Part 162, Subpart O or for "Health Covered Entity Premium Payment Data," as that term is defined in 45 C.F.R. Part 162, Subpart Q, shall be conducted between the Plan Sponsor and either Business Associate or the Covered Entity. For all such communications (and any other communications between Plan Sponsor and the Business Associate), Plan Sponsor shall use such forms, tape formats, or electronic formats as Business Associate may approve. Plan Sponsor will include all information reasonably required by Business Associate to affect such data exchanges or notifications.

(iii) ***Communications Between the Business Associate and the Covered Entity.***

All communications between the Business Associate and the Covered Entity that are required to meet the HIPAA Standards for Electronic Transactions shall do so. For any other communications between the Business Associate and the Covered Entity, the Covered Entity shall use such forms, tape formats, or electronic formats as Business Associate may approve. The Covered Entity will include all information reasonably required by Business Associate to affect such data exchanges or notifications.

(e) **Notice and Reporting Obligations of Business Associate**

(i) ***Notice of Non-Compliance with the Addendum.***

Business Associate will notify Covered Entity within 15 calendar days after discovery, any unauthorized access, use, disclosure, modification, or destruction of PHI (including any successful Security Incident) that is not permitted by this Addendum, by applicable law, or permitted in writing by Covered Entity, whether such non-compliance is by (or at) Business Associate or by (or at) a Business Associate Subcontractor.

(ii) ***Notice of Breach.***

Business Associate will notify Covered Entity following discovery and without unreasonable delay but in no event later than 15 calendar days following discovery, any Breach of Unsecured Protected Health Information, whether such Breach is by Business Associate or by Business Associate Subcontractor.

(1) As provided for in 45 C.F.R. § 164.402, Business Associate recognizes and agrees that any acquisition, access, use or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule (Subpart E of 45 C.F.R. Part 164) is presumed to be a Breach. As such, Business Associate shall (i) notify Covered Entity of any non-permitted acquisition, access, use or disclosure of PHI, and (ii) assist Covered Entity in performing (or at Covered Entity's direction, perform) a risk assessment to determine if there is a low probability that the PHI has been compromised.

(2) Business Associate shall cooperate with Covered Entity in meeting the Covered Entity's obligations under the HIPAA Requirements and any other security breach notification laws. Business Associate shall follow its notification to the Covered Entity with a report that meets the requirements outlined immediately below.

(iii) ***Reporting Obligations.***

(1) For Successful Security Incidents and Breaches, Business Associate – without unreasonable delay and in no event later than 15 calendar days after Business Associate learns of such non-permitted use or disclosure (whether at Business Associate or at Business Associate Subcontractor) – shall provide Covered Entity a report that will:

- Identify (if known) each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed;

- Identify the nature of the non-permitted access, use, or disclosure including the date of the incident and the date of discovery;
 - Identify the PHI accessed, used, or disclosed (e.g., name; social security number; date of birth);
 - Identify what corrective action Business Associate (or Business Associate Subcontractor) took or will take to prevent further non-permitted accesses, uses, or disclosures;
 - Identify what Business Associate (or Business Associate Subcontractor) did or will do to mitigate any deleterious effect of the non-permitted access, use, or disclosure; and
 - Provide such other information, including a written report, as the Covered Entity may reasonably request.
- (2) For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that:
- (i) identifies the categories of Unsuccessful Security Incidents as described in Section 3(c)(iii)(4);
 - (ii) indicates whether Business Associate believes its (or its Business Associate Subcontractor's) current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and
 - (iii) if the security measures are not adequate, the measures Business Associate (or Business Associate Subcontractor) will implement to address the security inadequacies.
- (iv) Termination.**
- (1) Covered Entity and Business Associate each will have the right to terminate this Addendum if the other party has engaged in a pattern of activity or practice that constitutes a material breach or violation of Business Associate's or the Covered Entity's respective obligations regarding PHI under this Addendum and, on notice of such material breach or violation from the Covered Entity or Business Associate, fails to take reasonable steps to cure the material breach or end the violation.
 - (2) If Business Associate or the Covered Entity fail to cure the material breach or end the violation after the other party's notice, the Covered Entity or Business Associate (as applicable) may terminate this Addendum by providing Business Associate or the Covered Entity written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. Such termination shall be effective 60 days from this termination notice.
- (v) Continuing Privacy and Security Obligations.**
- (1) Business Associate's and the Covered Entity's obligation to protect the privacy and security of the PHI it created, received, maintained, or transmitted in connection with services to be provided under the Agreement and this Addendum will be continuous and survive termination, cancellation, expiration, or other conclusion of this Addendum or the Agreement. Business Associate's other obligations and rights, and the Covered Entity's obligations and rights upon termination, cancellation, expiration, or other conclusion of this Addendum, are those set forth in this Addendum and/or the Agreement.

The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

