

## Broker Application

**Instructions:** Complete this form to apply to be a listed broker with Security Health Plan. Remember to sign and date all pages where it applies, incomplete application will be denied. For questions, please call 1-800-622-7790, option 1.

### Agency Information

Agency name		Agency tax ID number		
Headquarters address		City	State	ZIP
Headquarters phone number	Office phone number and extension		Fax number	
Licensing coordinator name	Licensing coordinator phone number		Licensing coordinator email address	

### Broker Office Information

Physical business address		City	State	ZIP	County
Office phone number	Extension	Cell phone number	Fax number	Broker business email address	

### Broker Information – Must include 10 years of addresses

Last name		First name		Middle name	
Former name(s) (if applicable)					
1.		2.		3.	
SSN	NPN	Date of birth		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	
Home phone number		Cell phone number		Other	
Current home address		From date	To date	City	State ZIP County
Former home address 1		From date	To date	City	State ZIP County
Former home address 2		From date	To date	City	State ZIP County
Former home address 3		From date	To date	City	State ZIP County

### Broker's Previous Experience

Explain why you are interested in representing Security Health Plan on behalf of your agency

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### Wisconsin Book of Business

What are the top three (3) carriers you use:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Security Health Plan will establish an agency production and performance matrix.

Employer Group Products	Check (✓) if Applying to Sell	Current Number of Employers	Anticipated SHP Production (Number of Employers)
Small group			
Large group			
SHOP			
Self-insured			
Consumer Products	Check (✓) if Applying to Sell	Current Number of Contracts	Anticipated SHP Production (Number of Contracts)
Individual and Family Plan (IFP)*			
Medicare Advantage/MSA*			
Medicare Supplement			

\* Annual production requirement is 12 IFP and/or Medicare contracts

### Broker Qualifications

Have you ever been convicted of a violation or felony.....  Yes  No  
 If yes, please explain \_\_\_\_\_  
 \_\_\_\_\_  
 Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ State and county of conviction \_\_\_\_\_

Have you ever been convicted of an insurance violation or administrative action in the state of Wisconsin or any other state.....  Yes  No  
 If yes, please explain \_\_\_\_\_  
 \_\_\_\_\_  
 Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ State and county of conviction \_\_\_\_\_

Have you ever been denied a broker license .....  Yes  No  
 If yes, please explain \_\_\_\_\_  
 \_\_\_\_\_  
 Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Has your broker's license ever been suspended, revoked or terminated .....  Yes  No  
 If yes, please explain \_\_\_\_\_  
 \_\_\_\_\_  
 Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Are you currently involved in any insurance department hearing .....  Yes  No  
 If yes, please explain \_\_\_\_\_  
 \_\_\_\_\_  
 Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Do you have errors and omissions (E&O) coverage:  
 Yes – You must submit a copy of your E&O policy  
 No – You must be covered by your agency's E&O policy

## Required Information

You must attach the following information:

- Driver's license
- Wisconsin insurance license
- Federally-facilitated Marketplace certificate *(if selling individual or SHOP plans)*
- Errors and omissions coverage
- AHIP *(if selling Medicare Advantage plans)*

*Completion of Security Health Plan training required in addition to AHIP*

**NOTE: This application cannot be processed unless all questions have been answered.**

I understand that Security Health Plan of Wisconsin, Inc., is not and shall not be liable to me nor shall liability to me be implied for any of the obligations owed to me by the agency to which I am appointed. I understand that all commissions are payable to the agency listed above. My compensation and/or reimbursement for expenses, if any, is strictly and solely a matter between the agency listed above and myself; and under no circumstances whatsoever shall I have any claim against Security Health Plan of Wisconsin, Inc., for compensation, commissions, expenses or any other payment. I agree to be bound by and to abide by the terms and conditions which exist under the agency agreement entered into between the agency to which I am appointed and Security Health Plan of Wisconsin, Inc. Security Health Plan of Wisconsin, Inc., shall have the right to enforce the agency agreement which exists between the agency and Security Health Plan of Wisconsin, Inc., against me directly and may proceed against me directly. I understand that Security Health Plan of Wisconsin, Inc., reserves the right to terminate my appointment.

If approved, I agree to represent Security Health Plan so as not to adversely affect the business, good standing or reputation of Security Health Plan.

**I agree to not market or sell any Security Health Plan products without completing required certifications and training.**

I hereby certify that I have read and understand the items on this form and that my answers are true and complete to the best of my knowledge. I have been advised that Security Health Plan of Wisconsin, Inc., may conduct investigations in connection with my request to represent Security Health Plan of Wisconsin, Inc., in the solicitation of Security Health Plan of Wisconsin, Inc., products.

I further agree to immediately inform Security Health Plan of Wisconsin, Inc., and the Office of the Commissioner of Insurance (OCI) of any conviction of adjudication, violation, criminal misdemeanors or criminal felonies within 30 days of the conviction. Failure to notify Security Health Plan of Wisconsin, Inc., and the Office of the Commissioner of Insurance (OCI) may result in immediate termination with Security Health Plan of Wisconsin, Inc. I also am aware that I must notify both Security Health Plan and the Office of the Commissioner of Insurance (OCI) of any resident address changes within 30 days.

I understand that if any of the information I provide is found to be incorrect or incomplete, it may be grounds for denying my application or my immediate termination at the discretion of Security Health Plan of Wisconsin, Inc.

\_\_\_\_\_  
Applicant's signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date (month/day/year)

This Business Associate Agreement (“Agreement”) is between Security Health Plan of Wisconsin, Inc., (“Covered Entity”) and the undersigned individual or organization (“Business Associate”). This Agreement sets out the responsibilities and obligations of Business Associate as a business associate of Covered Entity under the Health Insurance Portability and Accountability Act (“HIPAA”).

### **Recitals**

Covered Entity has engaged Business Associate to provide services (“Services”) on behalf of Covered Entity. In order to provide the Services, Covered Entity must disclose or make available to Business Associate certain data which may include Protected Health Information (“PHI”) as that term is defined in 45 C.F.R. §160.103, except that PHI as defined herein shall be limited to PHI created or received by Business Associate from or on behalf of Covered Entity.

### **Agreement**

Business Associate and Covered Entity agree to the terms and conditions of this Agreement in order to comply with the use and handling of PHI under the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (“Privacy Standards”), the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subparts A and C (“Security Standards”), and the HIPAA Breach Notification Rule, 45 C.F.R. Part 160 and Part 164, Subparts A and D (“Breach Notification Rule”), as amended from time to time (collectively, the “HIPAA Rules”). Unless otherwise provided, terms in this Agreement regardless of whether capitalized, will have the same meaning as provided under the HIPAA Rules. Business Associate and Covered Entity will comply with the terms of this Agreement for the duration of this Agreement and for such other continuing periods as provided in this Agreement.

### **1. Uses and disclosures of protected health information**

Business Associate may access, maintain, retain, modify, record, store, destroy or otherwise hold, use or disclose PHI (including Genetic Information) received from, or received or created on behalf of, Covered Entity only for those purposes necessary to perform Services, or as otherwise expressly permitted in this Agreement or required by law, and will not further use or disclose such PHI. Business Associate may use PHI to perform data aggregation services as permitted by 45 C.F.R. § 164.504(e) (2)(i)(B). Business Associate may also use PHI to create de-identified information in accordance with 45 C.F.R. § 164.514(b), if authorized in writing by Covered Entity.

Business Associate agrees that anytime it provides PHI received from or on behalf of Covered Entity or created on behalf of Covered Entity to a subcontractor or agent, Business Associate first will execute a business associate agreement with the subcontractor or agent that i) applies the same restrictions and conditions of this Agreement to the subcontractor or agent’s creation, disclosure, receipt, maintenance, transmission, or use of PHI; ii) complies with the terms of the HIPAA Rules; and iii) requires the subcontractor or agent to notify Business Associate, who shall in turn promptly notify Covered Entity, of any security incident, Breach, or other impermissible use or disclosure of PHI of which the subcontractor or agent becomes aware.

To the extent Business Associate is to carry out Covered Entity’s obligations under the Privacy Rule, Business Associate will comply with the Privacy Rule’s requirements that apply to Covered Entity in the performance of such obligation.

### **2. Business Associate use or disclosure of protected health information for its own purposes**

Business Associate may use or disclose PHI received from Covered Entity for Business Associate’s management and administration or to carry out Business Associate’s legal responsibilities. Business

## Business Associate Agreement (continued)

Associate may disclose PHI received from Covered Entity to a third party for such purposes only if:

- A. The disclosure is required by law; or
- B. Business Associate secures written assurance from the receiving party that the receiving party will: (i) hold the PHI confidentially; (ii) use or disclose the PHI only as required by law or for the purposes for which it was disclosed to the recipient; and (iii) notify the Business Associate of any breaches in the confidentiality of the PHI.

### 3. Safeguards

Business Associate shall have valid encryption processes for data at rest which are consistent with NIST Special Publication 800-111, *Guide to Storage Encryption Technologies for End User Devices*, or any successor publication.

Business Associate shall have valid encryption processes for data in motion which comply with NIST Special Publications 800-52, *Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations*; 800-77, *Guide to IPsec VPNs*; or 800-113, *Guide to SSL VPNs*, or others which are Federal Information Processing Standards (FIPS) 140-2 validated.

Business Associate will develop, implement, maintain and use reasonable and appropriate administrative, technical and physical safeguards to protect the confidentiality, integrity and availability of all PHI, in any form or media, created, received, maintained or transmitted on behalf of the Covered Entity and to prevent any use or disclosure of PHI received from Covered Entity for purposes other than those permitted by this Agreement. In accordance with 45 C.F.R. §§ 164.308, 164.310, and 164.312, Business Associate also will implement administrative, physical and technical safeguards to protect the confidentiality, integrity, and availability of any electronic protected health information ("e-PHI"), if any, that Business Associate creates, receives, maintains, and transmits on behalf of Covered Entity. Business Associate shall document and keep these security measures current. Upon request of Covered Entity, Business Associate will

provide evidence to Covered Entity that these safeguards are in place and are properly managed and shall respond to any reasonable requests from Covered Entity to discuss, review, inspect, and/or audit Business Associate's safeguards.

If Business Associate conducts any Standard Transaction for, or on behalf of Covered Entity, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulations. Business Associate shall not enter into, or permit its subcontractors or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that:

- A. Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;
- B. Adds any Health Information elements or segments to the maximum defined Health Information Set;
- C. Uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification(s) or are not in the Standard's Implementation Specifications(s); or
- D. Changes the meaning or intent of the Standard's Implementations Specification(s).

### 4. Reports of improper use or disclosure of protected health information and of security incidents and breaches

- A. *Use or disclosure not permitted by Agreement.* Business Associate will report in writing to Covered Entity any use or disclosure of PHI received from or on behalf of Covered Entity or created on behalf of Covered Entity that is not permitted by this Agreement. Business Associate shall make the report within five (5) business days of Business Associate's learning of such use or disclosure, and the report shall comply, as applicable, with breach notification requirements of Section 4(C).

## Business Associate Agreement (continued)

- B. *Security incident.* Business Associate also will report in writing to Covered Entity any Security Incident of which Business Associate becomes aware. Specifically, Business Associate will report within five (5) business days to Covered Entity any successful unauthorized access, use, disclosure, modification, or destruction of e-PHI or interference with system operations in an information system containing e-PHI of which Business Associate becomes aware. The report shall comply, as applicable, with the breach notification requirements of Section 4(C). Business Associate also will report the aggregate number of unsuccessful, unauthorized attempts to access, use, disclose, modify, or destroy e-PHI or interfere with system operations in an information system containing e-PHI, of which Business Associate becomes aware, provided that: (i) such reports will be provided only as frequently as the parties mutually agree, but no more than once per month; and (ii) if the definition of "Security Incident" under the Security Standards is amended to remove the requirement for reporting "unsuccessful" attempts to use, disclose, modify or destroy ePHI, the portion of this Section addressing the reporting of unsuccessful, unauthorized attempts will no longer apply as of the effective date of such amendment.
- C. *Breach.* Business Associate will also comply with the Breach Notification Rule. Business Associate will make a report to the Covered Entity of any Breach or suspected Breach of Unsecured Protected Health Information ("Occurrence") including those Occurrences reported to Business Associate by its subcontractors or agents, within five (5) business days of Business Associate's discovery of the Occurrence. The report shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Occurrence. Business Associate shall also include at least the following information in the report: a description of the

Occurrence, including the date and discovery date of the Occurrence, if known; a description of the types of Unsecured Protected Health Information involved in the Occurrence; any steps Individuals should take to protect themselves from potential harm resulting from the Occurrence; a brief description of what Business Associate is doing to investigate the Occurrence, to mitigate harm to Individuals, and to protect against any further Occurrences; and any other information requested by Covered Entity related to the Occurrence. Business Associate shall promptly supplement such report with additional information as it becomes available. An Occurrence shall be treated as "discovered" as of the first day on which such Occurrence is known to the Business Associate, or, by exercising reasonable diligence would have been known to the Business Associate. Business Associate shall cooperate with any requests by Covered Entity to mitigate potential harm resulting from the Occurrence, investigate the circumstances of the Occurrence, and assist in the notification of Individuals, the media, and regulatory agencies of the Occurrence. Upon request of Covered Entity, Business Associate will indemnify Covered Entity for any reasonable expenses Covered Entity incurs in notifying Individuals of an Occurrence caused by Business Associate or its subcontractors or agents and to protect the Individuals against harm potentially resulting from the Occurrence.

### 5. Access to protected health information

- A. *Covered Entity access.* Within five (5) business days of a request by Covered Entity for access to PHI received from Covered Entity, Business Associate will make available to Covered Entity the requested PHI.
- B. *Individual access.* If an individual requests access to PHI received from Covered Entity, Business Associate will within five (5) business days forward such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding the

## Business Associate Agreement (continued)

grant or denial of an individual's request for PHI; Business Associate will make no such determinations. Only Covered Entity will release PHI to an individual pursuant to such a request.

### 6. Amendment of protected health information

- A. *Covered Entity request.* Within five (5) business days of receiving a request from Covered Entity to amend an individual's PHI received from Covered Entity, Business Associate will provide such information to Covered Entity for amendment. Alternatively, if Covered Entity's request includes specific information to be included in the PHI as an amendment, Business Associate will incorporate such amendment within five (5) business days of receipt of the Covered Entity request.
- B. *Individual request.* If an individual makes a request for amendment directly to Business Associate, Business Associate will forward within five (5) business days such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding amendments to PHI; Business Associate will make no such determinations.

### 7. Accounting of disclosures of protected health information

- A. *Disclosure records.* Business Associate will keep a record of any disclosure of PHI received from Covered Entity that Business Associate makes to its agents, subcontractors or other third parties other than disclosures excepted by 45 C.F.R. § 164.528(a)(1) (e.g., disclosures for treatment, payment and health care operations). Business Associate will maintain this disclosure record for six (6) years from the termination of this Agreement.
- B. *Data regarding disclosures.* For each disclosure for which it is required to keep a record under this Agreement, Business Associate will record and maintain the following information:
  - (a) The date of disclosure;
  - (b) The name of the entity or person who received the PHI, and the address of such entity or person, if known;

- (c) A description of the PHI disclosed; and
- (d) A brief statement of the purpose of the disclosure.

- C. *Provision to Covered Entity.* Business Associate will provide to Covered Entity its record of disclosures, if any, within thirty (30) days of Covered Entity's request. Within five (5) business days of receiving a notice from Covered Entity of an individual's request for an accounting, Business Associate also will provide to Covered Entity its disclosure record.
- D. *Request by individual.* If an individual requests an accounting of disclosures directly from Business Associate, Business Associate will forward the request and its disclosure record to Covered Entity within five (5) business days of Business Associate's receipt of the individual's request. Covered Entity will be responsible for preparing and delivering the accounting to the individual. Business Associate will not provide an accounting of its disclosures directly to any individual.
- E. *ARRA and subsequent regulations.* Upon the effective date of section 13405(c) of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) ("ARRA"), in the event that Business Associate uses or maintains an electronic health record with respect to PHI, Business Associate shall record disclosure information or otherwise account for disclosures of PHI if the purpose of the disclosure was for the treatment, payment, or health care operations of the Covered Entity and the disclosure was made through an electronic health record. Business Associate must have available for Covered Entity the disclosure information required by this section for the three-year period preceding Covered Entity's request for the disclosure information. Upon the compliance date of any regulations promulgated to implement section 13405(c) of ARRA, Business Associate shall comply with such regulations.

## Business Associate Agreement (continued)

### 8. Access to books and records

- A. *Covered Entity access.* Business Associate will, within five (5) business days of Covered Entity's written request, make available during normal business hours at Business Associate's offices, all records, books, agreements, policies and procedures relating its privacy and security practices with respect to PHI for the purpose of allowing Covered Entity or its agents or auditors to determine Business Associate's compliance with this Agreement and the HIPAA Rules.
- B. *Government access.* Business Associate will make its internal practices, books and records on the use and disclosure of PHI received from, or received or created on behalf of, Covered Entity, as well as its policies and procedures and documentation required by the Security Standards available to the Secretary of HHS to the extent required for determining compliance with the HIPAA Rules. Notwithstanding this provision, no attorney-client, accountant-client or other legal privilege will be deemed waived by Business Associate or Covered Entity as a result of this Section. Business Associate shall promptly notify Covered Entity of communications with HHS regarding PHI received from, or created by or on behalf of, Covered Entity and shall provide Covered Entity with copies of any information Business Associate has made available to HHS under this provision.

### 9. Term and termination

- A. *Term.* This Agreement shall be effective on the Effective Date set forth below and shall remain in effect for the duration of the relationship, functions, or services giving rise to the necessity of a business associate agreement, or, if later, until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is returned or destroyed in accordance with Section 10. If it is determined in accordance with Section 10 that return or destruction of PHI is infeasible, the protections of this Agreement

shall remain in effect with respect to such PHI per the terms of Section 10(B).

- B. *Return of documents.* Upon termination of this Agreement, the Covered Entity will request in writing, the broker to return all policy forms and other indicia of the Covered Entity. If the broker does not promptly comply with the demand, the Covered Entity will provide notice to the Commissioner of Insurance in accordance with Wis. Stat. § 628.40.
- C. *Termination resulting from end of relationship, functions, or services, subject to 9(A).* Either party may terminate this Agreement if the underlying relationship, functions, or services that give rise to the necessity of a business associate agreement terminate for any reason.
- D. *Termination for cause.* Covered Entity may elect to provide Business Associate with written notice of Business Associate's or subcontractor(s)' or agent(s)' of Business Associate breach of any term or condition of this Agreement and afford Business Associate the opportunity to cure the breach to the satisfaction of Covered Entity within thirty (30) days of the date of such notice. If Business Associate fails to timely cure the breach, as determined by Covered Entity at its sole discretion, Covered Entity may terminate this Agreement.

### 10. Return or destruction of protected health information

- A. *Return of PHI; destruction.* Within thirty (30) days of termination of this Agreement, Business Associate will return to Covered Entity all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate maintains in any form or format including any PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will not maintain or keep in any form or format any portion of such PHI. Alternatively, Business Associate may, upon Covered Entity's written



## Business Associate Agreement (continued)

consent, destroy all such PHI and provide written documentation of such destruction. The requirement to return or destroy such PHI will apply to all agents or subcontractors of Business Associate. Business Associate will be responsible for recovering any PHI from such agents or subcontractors. If Business Associate cannot obtain the PHI from any agent or subcontractor, Business Associate will so notify Covered Entity and will require that such agents or subcontractors directly return PHI to Covered Entity or otherwise destroy such PHI, subject to the terms of this Section. If Business Associate destroys PHI, it shall be done with the use of technology or methodology that renders the PHI unusable, unreadable, or undecipherable to unauthorized individuals as specified by the U.S. Department of Health and Human Services ("HHS") in HHS guidance. Acceptable methods for destroying PHI at the time this Agreement is executed include: (i) paper, film, or other hard copy media shredded or destroyed in order that PHI cannot be read or reconstructed; and (ii) electronic media cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST). HHS specifically excluded redaction as a method of destruction of PHI.

- B. *Alternative measures.* If Business Associate believes that returning or destroying PHI at the termination of this Agreement is infeasible, it will provide written notice to Covered Entity within five (5) business days of the effective date of termination of this Agreement. Such notice will set forth the circumstances that Business Associate believes makes the return or destruction of PHI infeasible and the alternative measures that Business Associate recommends for assuring the continued confidentiality and security of the PHI. Covered Entity promptly will notify Business Associate of whether it agrees that the return or destruction of PHI is infeasible. If Covered Entity agrees that return or destruction of PHI is infeasible, Business Associate agrees to extend all protections,

limitations and restrictions of this Agreement to Business Associate's use or disclosure of PHI retained after termination of this Agreement and to limit further uses or disclosures to those purposes that make the return or destruction of the PHI infeasible. Any such extended protections, limitations and restrictions will apply to any agents or subcontractors of Business Associate for whom return or destruction of PHI is determined by Covered Entity to be infeasible. If Covered Entity does not agree that the return or destruction of PHI from Business Associate or its agents or subcontractors is infeasible, Covered Entity will provide Business Associate with written notice of its decision, and Business Associate, its agents and subcontractors will proceed with the return or destruction of the PHI pursuant to the terms of this Section within fifteen (15) days of the date of Covered Entity's notice.

### 11. Restrictions on use or disclosure of protected health information

If Covered Entity advises Business Associate of any changes in, or restrictions to, the permitted use or disclosure of PHI received from Covered Entity, Business Associate will restrict the use or disclosure of such PHI consistent with the Covered Entity's instructions.

### 12. Mitigation procedures

Business Associate agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of PHI received from Covered Entity in a manner contrary to this Agreement or the Privacy Standards. The Business Associate shall reasonably cooperate with the Covered Entity's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its PHI.

### 13. Obligations regarding Business Associate personnel

Business Associate will provide information and training on its privacy and security policies and procedures, which shall include compliance with

## Business Associate Agreement (continued)

this Agreement and the HIPAA Rules, to all of its employees, agents, representatives and members of its workforce ("Business Associate Personnel") whose services may be used to satisfy Business Associate's obligations under this Agreement of the terms. Business Associate represents and warrants that the Business Associate Personnel are under legal obligation to Business Associate, by contract or otherwise, sufficient to enable Business Associate to fully comply with the provisions of this Agreement. Business Associate will maintain a system of sanctions for any Business Associate Personnel who violate this Agreement.

### 14. Miscellaneous

- A. *Compliance with laws.* The parties are required to comply with federal and state laws. Upon the effective date of any amendment or addition to the HIPAA Rules promulgated by HHS with regard to PHI, this Agreement shall automatically amend so that the obligations imposed on Business Associate remain in compliance with such regulations. If the parties cannot agree upon such amendments, then either party may terminate this Agreement upon thirty (30) days' written notice to the other party.
- B. *Independent contractors.* Business Associate is an independent contractor of Covered Entity and shall not be considered an agent of Covered Entity.
- C. *Construction of terms.* The terms of this Agreement will be construed in light of any applicable interpretation or guidance on the HIPAA Rules issued by HHS.

- D. *Notices.* Whenever under this Agreement one party is required to give notice to the other, such notice will be deemed given if mailed by first class United States mail, postage prepaid to the party's privacy officer at the address listed by each party's signature. Either party may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.
- E. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties with regard to the HIPAA Rules, and there are no understandings or agreements relating to this Agreement that are not fully expressed in this Agreement. In the event that a provision of this Agreement is contrary to a provision of an underlying agreement pursuant to which Business Associate receives or creates PHI on behalf of Covered Entity, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under and in accordance with the terms of such underlying agreement between the parties. No waiver or discharge of obligations arising under this Agreement will be valid unless in writing and executed by the party against whom such waiver or discharge is sought to be enforced.
- F. **Counterparts/Facsimile and electronic signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement. Facsimile and electronic signatures shall be deemed to be original signatures for all purposes of this Agreement.

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ ("Effective Date").

### Description of Services or Reference Underlying Services Agreement:

Agencies and/or brokers interact with SHP members and may have access to all PHI information, such as: names, telephone numbers, fax numbers, email addresses, Social Security numbers, medical record numbers, health plan beneficiary numbers, account numbers, vehicle identifiers/serial numbers/license plate numbers, medical device identifiers and serial numbers, internet protocol address, full-face photographic images and any comparable images, biometric identifiers including finger print and voice prints, any other unique identifying number, character or code.

## Business Associate Agreement (continued)

### Business Associate

Reviewed by *(signature)* \_\_\_\_\_

Print name \_\_\_\_\_

Print title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Covered Entity

By \_\_\_\_\_

Print name: *Krista Hoglund ASA, MAAA*

Print title: *Interim Chief Executive Officer*

Address: *Security Health Plan of Wisconsin, Inc.*

*1515 North Saint Joseph Avenue*

*PO Box 8000*

*Marshfield, WI 54449-8000*

### Mail, fax or email form to:

Security Health Plan  
Sales Department  
1515 North Saint Joseph Avenue  
PO Box 8000  
Marshfield, WI 54449-8000

**Fax:** 715-221-9456

**Email:** [shpsalessupport@securityhealth.org](mailto:shpsalessupport@securityhealth.org)