

PRODUCER
HIPAA PRIVACY ADDENDUM

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

RECITALS

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

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

I. Definitions

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

B. Specific Definitions:

1. Electronic Media has the meaning in CFR §160.103, which is:
 - a. Electronic storage media including memory devices in computers (hard drives) and any removable or transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
 - b. Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet, leased lines, dialup lines, private networks, and the physical movement of removable or transportable electronic storage media. Certain transmissions, including paper, via facsimile, and via telephone, are not considered transmissions via electronic media because the information did not exist in electronic form before the transmission.
2. Electronic Protected Health Information (“EPHI”) has the meaning of 45 CFR § 160.103 and is defined as protected health information contained in or transmitted on electronic media received from us or created or received on behalf of us.
3. Protected Health Information (“PHI”) shall have the same meaning given to such term under the Privacy Standards, in 45 CFR Section 164.501 which is any information, whether oral or recorded in any form or medium: (i) that relates to

the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the individual.

4. Security Incident has the meaning in 45 CFR § 164.304, which is the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations.

II. Permitted Uses and Disclosures of PHI by Producer

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

III. Obligations and Activities of Producer

- A. Producer agrees to not use or disclose (“PHI”) other than as permitted or required by this Privacy Addendum or as required by law.
- B. Producer agrees to:
 1. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, maintains, or transmits on behalf of Reliance Standard as required by the Security Rule;
 2. ensure that any agent, including a subcontractor, to whom it provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and
 3. report to Reliance Standard any security incident of which it becomes aware.
- C. Producer agrees to promptly report to Reliance Standard any use or disclosure of PHI not provided for by this Privacy Addendum of which it becomes aware.
- D. Producer agrees to ensure that any subcontractor to whom it provides PHI agrees to the same restrictions and conditions that apply to Producer throughout this Privacy Addendum with respect to such information.
- E. Producer agrees to provide access to PHI at the request of Reliance Standard, within fifteen (15) days of such request, to Reliance Standard or, as directed by Reliance Standard, to an Individual in order to meet the requirements under 45 CFR §164.524.
- F. Producer agrees to make any amendment(s) to PHI that Reliance Standard directs or agrees to pursuant to 45 CFR §164.526 at the request of Reliance Standard, within fifteen (15) days of such request by Reliance Standard for such an amendment.

- G. Producer agrees to make internal practices, books, and records including policies and procedures relating to the use and disclosure of PHI created or received by Producer on behalf of Reliance Standard, available to Reliance Standard, or to the Secretary, within fifteen (15) days of such request, for the purpose of the Secretary determining Reliance Standard' compliance with the Privacy Standards.
- H. Producer agrees to document such disclosures of PHI and information related to such disclosures as would be required for Reliance Standard to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- I. Producer agrees to provide to Reliance Standard or an Individual, within fifteen (15) days of request by Reliance Standard, information collected in accordance with Paragraph III. H of this Privacy Addendum, to permit Reliance Standard to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

IV. Obligations of Reliance Standard

- A. Reliance Standard shall notify Producer of any limitation(s) in its notice of privacy practices, in accordance with 45 CFR §164.520, to the extent that such limitation(s) may affect Producer's use or disclosure of PHI.
- B. Reliance Standard shall notify Producer of any change in or revocation of permission by an Individual to use or disclose PHI to the extent that such change or revocation may affect Producer's use or disclosure of PHI.
- C. Reliance Standard shall notify Producer of any restriction to the use or disclosure of PHI that Reliance Standard has agreed to in accordance with 45 CFR § 164.522 to the extent that such restriction may affect Producer's use or disclosure of PHI.
- D. Reliance Standard shall not request Producer to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if used or disclosed by Reliance Standard.

V. Termination

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

VI. Miscellaneous

- A. Amendment. The Parties agree to take such action as is necessary to amend this Privacy Addendum from time to time as is necessary for Reliance Standard to comply with the

requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191. In such event, Reliance Standard shall provide Producer with a written amendment, which shall become effective and binding as provided for by its terms without further action and without necessity of any signatures, unless Producer provides Reliance Standard with written notice of objection thereto within thirty (30) days of receipt.

- B. Survival. The respective rights and obligations of Producer under Section III of this Privacy Addendum shall survive the termination of this Privacy Addendum.
- C. Interpretation. The provisions of this Privacy Addendum shall prevail over any provisions in any Commission Agreement(s) that may conflict or appear inconsistent with any provisions in this Privacy Addendum. This Privacy Addendum and any Commission Agreement(s) shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Standards. The parties agree that any ambiguity in this Privacy Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Standards.

This PRODUCER PRIVACY ADDENDUM is agreed to by the Parties.

**RELIANCE STANDARD LIFE
INSURANCE CORP.**

PRODUCER

on behalf of itself and its corporate
affiliate, First Reliance Standard Life
Insurance Corp. of New York

Corp. Name (if any) _____
(print)



By: _____
Charles Denaro

Producer Name _____
(print)

Title: Officer

Agent # or SSN/TIN

Date: April 1, 2005 and after

Signed _____

Date _____