

**INDIANA UNIVERSITY HEALTH PLANS NFP, INC.
INDEPENDENT AGENT AGREEMENT**

This INDEPENDENT CAREER AGENT AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 20____, by and between Indiana University Health Plans NFP, Inc., ("Company") and _____ ("Agent").

- A. Company offers Medicare Advantage Plans ("MA Plans").
- B. Agent desires to market and promote the MA Plans on behalf of the Company in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, it is agreed as follows:

**ARTICLE ONE
DEFINITIONS**

- 1.1 **Agent** is a person who maintains a valid Indiana health insurance license and is certified and appointed by Company to sell Medicare Advantage and Medicare Part D products for Company.
- 1.2 **Annual Election Period** is the annual enrollment period specified by CMS for new enrollment in a MA or MA-PD plan.
- 1.3 **CMS** is the Centers for Medicare & Medicaid Services.
- 1.4 **CMS Contract** is the contract entered into by CMS and the Company pursuant to which the Company offers the MA Plans in a specified service area or region.
- 1.5 **MA Plan** is any Medicare Advantage Plan that may now or in the future be offered to individual Medicare beneficiaries by the Company and subject to this Agreement. The definition of MA Plan includes MA Plans which include prescription drug plan benefits ("MA-PD Plans").
- 1.6 **Medicare Laws and Regulations** are (i) the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (the "MMA") the Medicare Improvements for Patients and Providers Act of 2008 (MIPPA); (ii) Part C and Part D of Title XVIII of the Social Security Act and all rules and regulations related thereto that are from time to time adopted by CMS; (iii) all administrative guidelines (including Marketing Guidelines), bulletins, manuals, instructions, requirements, policies, standards or directives from time to time adopted or issued by CMS or the Department of Health and Human Services ("HHS") relating to any of the foregoing; and (iv) any laws and regulations enacted, adopted, promulgated, applied, followed or imposed by any governmental authority or court in respect of Medicare or any successor federal governmental program, as any

of the preceding Medicare Laws and Regulations from time to time may be amended, modified, revised or replaced, or interpreted by any governmental authority or court.

1.7 **Member** is an eligible individual who has been enrolled by the Company in one of the MA Plans.

1.8 **Product** means MA Plan and any other health plans and products as may be designated by the Company. Products are specifically set forth in the Agent Compensation Schedule attached hereto and incorporated herein as **Exhibit A**.

1.9 **Service Area:** those counties in which Indiana University Health Plans NFP, Inc., has been approved by CMS for marketing.

ARTICLE TWO APPOINTMENT, DUTIES AND LIMITATIONS ON AUTHORITY

2.1 **Appointment.** Subject to the terms and conditions of this Agreement, the Company hereby appoints Agent for all new business sales to solicit applications for Product and Agent hereby accepts such appointment. Agent acknowledges and agrees that the authorization and appointment as set forth in this Agreement is limited to the service areas as the Company may designate in writing from time to time or may otherwise make such list of service areas available to, and accessible by, Agent. The service area is set forth in the Agent Compensation Schedule attached hereto and incorporated herein as **Exhibit A**. The Company may add, modify or delete any such service areas in the Company's sole discretion upon thirty (30) days prior written notice to Agent, or such shorter period as may be required under applicable law.

2.2 **Duties of Agent.** Agent shall:

a. Before promoting or marketing the Products and on an annual basis thereafter, attend all training required by the Company and be certified by the Company as having completed all training required by the Company, it being specifically acknowledged and agreed by Agent that no compensation shall be paid under this Agreement unless such training has been completed and such certification is received prior to the policy being written. Agent shall promote to each prospective Member only those Products for which the prospective Member is qualified to enroll and which Agent in good faith believes meets the needs of the prospective Member;

b. Be appointed by the Company with the applicable state regulatory agency before promoting and marketing the Products in the state(s) covered by this Agreement;

c. Hold and maintain, in good standing, any license, certification or registration (collectively, "license") required to perform Agent's duties under this Agreement in each state where Agent promotes and markets the Products, and immediately notify the Company of (i) any expiration, termination, suspension, or other action affecting such license, and (ii) any disciplinary proceedings against Agent or against any of Agent's principals, partners, shareholders, directors,

officers or employees relating to any license issued to any such person by a regulatory authority. All state licensures and state license fees are the responsibility of Agent and not the Company;

d. In coordination with the Company, promote the MA Plans and solicit and procure applications from interested and eligible beneficiaries using the Company's designated marketing materials and application forms, including, without limitation, the collection of information designated by the Company and CMS to process enrollments and the transmission of enrollment information to the Company in a manner specified by the Company (for example, utilizing an Internet-based enrollment facility, via electronic file transmission or via facsimile transmission) and in compliance with standards and requirements that may be established by the Company;

e. Strictly comply with the Company's policies and procedures relating to promoting and marketing the Products to eligible beneficiaries as described in **Exhibit B** attached hereto and incorporated herein.

f. Maintain proper records and accounts of all transactions pertaining to this Agreement, make such records and accounts available to the Company or its representatives during normal business hours upon seven (7) business days prior notice; and turn such records over to the Company immediately upon termination of this Agreement, provided that Agent may retain copies of such records for its files;

g. Maintain and make available for inspection complete books and records of all transactions pertaining to this Agreement, as required by Medicare Laws and Regulations and as set forth in the Medicare Regulatory Addendum attached to this Agreement as **Exhibit B** and incorporated herein, and as may otherwise be required under state insurance laws and regulations or by any governmental entity or regulatory agency;

h. Generally endeavor to promote the interests of the Company as contemplated by this Agreement; and conduct itself so as not to affect adversely the business or reputation of itself or the Company;

i. As applicable, inform prospective Members how premium payments for the Products are to be made, as prescribed by the Company and consistent with CMS requirements and applicable state and federal laws;

j. As applicable, hold any check or monies received by Agent for or on behalf of the Company in a fiduciary capacity and keep such funds segregated from Agent's assets, it being specifically agreed that any such funds shall be deposited to a trust account in a state or federal bank authorized to do business in the state where the deposit is made and insured by an appropriate federal insuring agency no later than one (1) business day after receipt of such funds, and shall be transmitted to the Company within five (5) business days; provided, that to the extent applicable laws and regulations provide for more stringent requirements relating to receipt, handling or transmission of funds, Agent shall comply with the more stringent requirements;

k. Follow and be governed by the terms and conditions of this Agreement and conform to the policies, procedures, rules and regulations of the Company now or hereafter to

become in force, which policies, procedures, rules and regulations shall constitute a part of this Agreement.

l. Use best efforts to keep Members enrolled in the Products by providing prompt service to Members;

m. Promptly report to the Company any complaints or inquiries of which it becomes aware (and the facts relevant thereto) to or from any governmental authority regarding Agent or the Company; and fully cooperate with, promptly respond to any requests for information from, and provide assistance to the Company and the Company's designees, as reasonably requested by the Company, on any complaints or inquiries received relating to Agent or the Company;

n. Comply with the Medicare Regulatory Addendum attached hereto as **Exhibit B** and incorporated herein;

o. Comply with the HIPAA Business Associate Agreement with Security Addendum attached hereto as **Exhibit C** and incorporated herein;

p. Comply with and meet the performance requirements which the Company may establish from time to time; it being acknowledged and agreed by Agent that failure to comply with and meet such performance requirements may result in termination of this Agreement;

q. Agent shall use best efforts to produce enrollments annually and will maintain a minimum of ten (10) enrollments with Company following the agent's second full year of appointment with Company.

2.3 **Limitations on Authority.** Notwithstanding any other provision in this Agreement, Agent has no authority to nor shall it represent itself as having such authority to nor shall it do any of the following:

a. Hold itself out as an employee, partner, joint venture or associate of the Company;

b. Hold itself out as an agent of the Company in any manner, or for any purpose, except as specified in this Agreement;

c. Alter, modify, waive or change any of the terms, rates or conditions of any advertisements or other promotional literature, receipts, policies or contracts of the Company in any respect;

d. Insert any advertising in respect to the Company or the Products in any publication whatsoever, distribute any promotional literature or other information in any media, or use the logo/service marks of the Company without prior written authority of the Company;

e. Collect, or authorize any other person to collect, any premiums or payments on behalf of the Company whatsoever, except the initial premium if authorized by the Company;

f. Bind the Company on any application for any Product, it being expressly understood that all applications must be approved by the Company and/or CMS;

g. Incur any indebtedness or liability, make, alter, or discharge contracts, waive or forfeit any of the Company's rights, requirements or conditions under the Products, extend the time of payment of any premium, or waive payment in cash on behalf of the Company.

h. Transfer or sell the business of the Agent created by this Agreement without the Company's prior written consent which shall not be unreasonably withheld, it being acknowledged and agreed by Agent that such business belongs exclusively to the Company;

i. Deduct any payments due Agent from premiums or payments collected on behalf of the Company.

2.4 Duties of the Company. The Company shall furnish to Agent the marketing and enrollment materials for marketing and promotion of the Products. Agent specifically acknowledges that marketing and enrollment materials must be approved by CMS and the Company and that the enrollment of Members into MA Plans is governed by Medicare Laws and Regulations. Agent further acknowledges that marketing and enrollment materials for Med Supp Plans and other health plans and products which are subject to state regulations must be approved by applicable state regulatory agencies and are governed by state laws and regulations.

2.5 Company's Right to Modify Products and Service Area. Subject to Medicare Laws and Regulations and applicable federal and state laws and regulations, the Company may, in its discretion, discontinue or modify any of the Products. Company may, in its sole discretion, limit which Products Agent is authorized to solicit applications for on the Company's behalf. Company may, in its sole discretion, add, discontinue or modify any of the service areas in which Agent is authorized to solicit applications for any Products upon thirty (30) days prior written notice to Agent, or such shorter period as may be required under applicable law.

2.6 Relationship of Parties. Agent is an independent contractor and nothing contained in this Agreement shall be construed to create an employer and employee relationship between the Company and Agent. The Company shall not be bound or liable for any actions taken or representations made by Agent beyond the scope or in violation of this Agreement. Agent shall be responsible for all taxes on compensation earned by it under this Agreement. Agent shall be responsible for providing any and all insurance coverages it is required to provide for itself, or for any of its employees, by law. Except as provided in this Agreement, Company does not control the time, place or manner of Agent's activities. Each party shall be solely responsible for and shall hold the other party harmless against any obligation for payment of wages, salaries, other compensation (including all state, federal, and local taxes and mandatory employee benefits) or insurance and voluntary

employment-related or other contractual or fringe benefits as may be due and payable by the party to or on behalf of such party's employees and other contractors. Neither party shall use the trademarks or tradenames of the other party except as specifically contemplated by this Agreement. Agent shall not advertise using the name of Company without the express written approval of Company.

2.7 **Litigation.** Agent shall not initiate litigation in any dispute between Agent and any prospective or existing Member without the prior written consent of the Company, which consent may be withheld by the Company for any or no reason. If any legal action is brought against either party hereto, or against both parties jointly, by reason of any alleged act, fault or failure of Agent in connection with its activities hereunder, the Company may require Agent to defend such action, or, at its sole option, the Company may defend such action and expend such sums as may be reasonable therefore, including reasonable attorneys' fees, and Agent shall be chargeable therewith as well as with any amounts which may be recovered against the Company by judgment, settlement or otherwise in any such action, which amount Agent shall pay to the Company on demand.

2.8 **Indemnification.** Agent shall defend, indemnify and hold the Company harmless from and against any and all injuries, claims, demands, liabilities, suits at law or in equity or judgments of any nature whatsoever which the Company, its employees, representatives or third parties may sustain or incur by reason of any act, neglect or default of Agent in connection with the performance of this Agreement. Agent shall indemnify and hold the Company harmless from and against any and all damages, claims, demands or liabilities which Agent or a third party may incur as a result of the installation and use of any software provided by the Company to Agent in connection with its activities under this Agreement.

2.9 **Non-Solicitation.** During the term of this Agreement and for a period of one year following the later of (a) the effective date of termination of this Agreement; or (b) the last day in the month in which the Company pays any renewal fees, Agent shall not, directly or indirectly, other than in performance of its obligations hereunder, (i) solicit any business from a Member of the Company in a manner that is in violation of Medicare Laws and Regulations, including the prohibition on steerage and "cherry picking", or in violation of any other applicable state or federal laws and regulations; or (ii) knowingly employ or engage or offer to employ or engage any person who is then (or was at any time within one year prior to the time of such employment, engagement or offer) an employee, sales representative or agent of the Company, unless mutually agreed to by the parties.

ARTICLE THREE COMPENSATION WHILE AGREEMENT IS IN EFFECT

3.1 **Compensation to Agent.** The Company will pay Agent the compensation in accordance with the Agent Compensation Schedule attached as **Exhibit A**, and Agent agrees that following terms and conditions shall apply:

a. Agent shall receive compensation only on business submitted to the Company directly by the Agent. Agent shall accept the compensation as set forth on the Agent Commission Schedule as compensation in full for all services performed and for all expenses incurred by Agent for the promotion and sale of the Products. In all cases where Agent's claim to compensation is disputed or is otherwise questionable, the Company shall have the right, in its sole and absolute discretion, to decide and settle the dispute. The decision of the Company shall be final, binding conclusive and not subject to appeal.

b. The Company may, at any time, increase or decrease the compensation payable as specified on the Agent Commission Schedule, and may set the compensation payable on any or all additional products which are added to the Agreement by furnishing to Agent written notice. Notwithstanding the foregoing, any change in the compensation payable shall not be retroactive, and shall apply only to products sold by Agent on or after the effective date specified in the written notice, which effective date shall be at least thirty (30) days after the date on which such written notice is furnished to Agent.

c. All compensation due to Agent under this Agreement shall be based on the enrollment of Members in a Product, as determined by CMS and/or the Company, as the case may be.

i. Deductions for Rapid Disenrollment. If a Member voluntarily disenrolls from an MA Plan or PDP Plan within three (3) calendar months of enrollment, and the Company has paid any compensation to Agent for such Member, Agent shall refund such compensation paid to Agent and attributable to such Member. The Company may deduct such compensation from amounts otherwise owed by the Company to Agent and shall provide Agent with information supporting the amount of any such deductions taken pursuant to this provision.

d. The Company may offset and deduct any compensation which would otherwise be due and payable to Agent by any amounts the Company determines were inappropriately or fraudulently paid to Agent by the Company previously in violation of this Agreement.

3.2 Responsibility for Indebtedness to Company. Agent shall be responsible for and agrees to reimburse and indemnify the Company for (i) any unearned or improperly or mistakenly paid commissions and (ii) any obligation or any sum which may be due and payable to the Company by Agent under this Agreement (collectively, "Indebtedness"). Agent grants the Company a first lien in and to all compensation payable under this Agreement and any compensation payable under any other agreement between the Company and Agent, for any debt due from Agent. At any time during the term of this Agreement and at any time following termination of this Agreement, the Company may withhold, deduct and apply all sums due which would otherwise be due and payable to Agent to reduce any Indebtedness. The Company may, in its sole discretion, demand full payment of any Indebtedness that remains outstanding for more than thirty (30) days. Agent agrees to pay the Company any and all Indebtedness immediately upon demand. If such Indebtedness is not paid within thirty (30) days of the Company's written demand for payment,

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the Company will be entitled to recover, in addition to such Indebtedness, all cost of collection, including, but not limited to, court costs, reasonable attorneys fees and other expenses. Failure to pay any Indebtedness within thirty (30) days of Company's written demand for payment shall also be the basis for termination of this Agreement with cause. This Section 3.2 shall survive termination of this Agreement.

ARTICLE FOUR TERMINATION AND SUSPENSION

4.1 **Term of Agreement.** The term of this Agreement shall begin on the date first written above (the "Effective Date") and shall continue until terminated in accordance with the provisions of this Article Four.

4.2 **Termination Without Cause.** This Agreement may be terminated without cause by either Agent or the Company upon thirty (30) days prior written notice or such minimum number of days as required by applicable law, which notice shall be provided in accordance with the notice procedures set forth in this Agreement.

4.3 **Automatic Termination.** This Agreement shall terminate automatically upon the occurrence of any of the following events:

- a. If the Agent is an individual, upon the death of the individual;
- b. If the Agent is a partnership, upon the death of any partner or any change in the partners composing the partnership, or dissolution of the partnership for any reason;
- c. If the Agent is a corporation, upon the dissolution of the corporation or disqualification of the corporation to do business under applicable state laws;
- d. The loss, restriction, revocation or suspension of Agent's insurance license, certification or registration by any Federal or state regulatory authority having jurisdiction over the parties;
- e. The Agent's business is sold, transferred or merged and the Company has not consented to such sale, transfer or merger or has not appointed the successor; or
- f. The Agent is unable to pay debts as they mature, makes an assignment for the benefit of creditors or becomes the subject of bankruptcy, insolvency or similar proceedings.

4.4 **Termination With Cause.** The Company may immediately terminate this Agreement for cause upon written notice to Agent upon the occurrence of any of the following events (and notify applicable state and/or Federal regulatory authorities of the same):

- a. The failure of Agent to comply with the policies, procedures, rules and regulations of the Company, the Medicare Laws and Regulations, or the laws or regulations of the states in

which the Agent is licensed to conduct business or any Federal or state regulatory authority having jurisdiction over the parties;

b. The failure of Agent to provide the Company with certificates or insurance, as required under Section 5.4 and to maintain the insurance coverage set forth in this Agreement;

c. The failure of Agent to otherwise conform to the terms and conditions of this Agreement;

d. The conviction of Agent or any of its principals, shareholders, directors or officers of a felony crime or any other crime involving moral turpitude;

e. If Agent or any principal, partner, shareholder, director or officer of Agent directly or indirectly and systematically contacts communicates or meets with any Member for the purpose of replacing a Product offered by the Company with a Medicare Advantage Plan, Prescription Drug Plan or other product offered by a Medicare Advantage Organization, Prescription Drug Plan Sponsor, or other entity which is not an affiliated with the Company; or

f. The promotion and marketing of the Products by Agent or any of its principals, shareholders, directors or officers when a suspension is in effect, as specified in Section 4.5, below.

4.5 **Suspension and Corrective Action of Agent.** In the event that the Company becomes aware of allegations, through Member complaints or otherwise, that Agent may have engaged in conduct in violation of this Agreement, the Company may immediately suspend Agent's authority under this Agreement pending the Company's final outcome of an investigation of such allegations. Notice of such suspension may be delivered to Agent in writing or verbally by the Company, provided that verbal notice shall be delivered in the presence of a witness. During the time such suspension is in effect, Agent may not market or promote the Products on behalf of the Company or receive compensation on any Products sold; provided, however, that the Company shall continue to pay compensation in accordance with the terms and conditions of this Agreement on Agent's existing business submitted prior to the date of the suspension. The Company reserves the right to initiate corrective action against Agent where the Company has determined Agent has engaged in any conduct in violation of this Agreement.

4.6 **Specific Obligations of Agent to the Company and Members Following Termination of Agreement.** Following termination of this Agreement, Agent shall direct all inquiries from Members regarding the Products to the Company. Agent shall continue to act in accordance with Medicare Laws and Regulations and federal and state laws and regulations applicable to marketing representatives, and shall refrain from making any negative statements about the Company or the Company's Products to Members or other beneficiaries. Agent shall continue to act in accordance with the provisions of the HIPAA Business Associate Addendum attached to this Agreement. Without limiting the foregoing, Agent shall refrain from using or disclosing Member names and contact information, as well as all other Protected Health Information, as defined in the HIPAA Business Associate Addendum attached to this Agreement. At the request of the Company, Agent shall copy all requested records in its possession relating to applicants for MA Plans, and forward

such copies to the Company. The cost of copying such records shall be borne by Agent.

4.7 Compensation Following Termination of Agreement; Vesting.

a. In the event this Agreement is automatically terminated under Section 4.3 or is terminated with cause by Company under Section 4.4, the Company shall cease paying compensation to Agent and no further payment shall be due. This termination of payment shall be independent of any other rights that Company may have as a result of the breach of this Agreement.

b. Upon the termination without cause of this Agreement by the Company, the compensation due to Agent as set forth in the Agent Commission Schedule in effect as of the termination date of this Agreement shall be vested in Agent and payable to Agent by the Company regardless of whether this Agreement is still in force at the time such compensation becomes due for so long as the Member remains enrolled in the Product with the Company and the premiums continued to be paid by CMS and the Member, as applicable. The obligation of the Company to pay compensation shall cease in the event that (i) Agent, at any time while such payments continue, contacts existing Members for the purpose of replacing any of the Products with a Medicare Advantage Plan, by another MA Organization, PDP Plan Sponsor, health plan or insurer (notwithstanding anything to the contrary herein above, the parties expressly acknowledge and agree that the occasional or inadvertent replacement of business is practically unavoidable and that unless such conduct is part of an intentional effort to migrate the Company's business to a competitor of the Company, it shall not give rise to the cessation of payments provided for hereunder and furthermore, the parties hereto acknowledge and agree that the foregoing shall not apply in any instance where the Company's services or coverage are no longer generally accepted in such Member's geographic area), (ii) Agent, at any time while payments continue, engages in any of the conduct set forth in Section 4.4 which would have given rise to a termination for breach, or (iii) the Company's payments to Agent as required by this Agreement are less than \$ 609.00 per year. This Section 4.7 shall survive termination of this Agreement.

ARTICLE FIVE GENERAL PROVISIONS

5.1 **Intellectual Property Rights; Confidential Information.** Agent agrees that all marketing and promotional materials, advertisements, circulars, brochures or similar material concerning the Products, rate and benefit schedules, contracts, records files, software, manuals, forms and other materials and information furnished by the Company, whether furnished in paper form, electronic format or through the Internet, is and shall remain confidential and proprietary to the Company. Agent agrees that such proprietary and confidential information shall only be used by Agent in connection with its performance under this Agreement and only in the manner provided by this Agreement. Agent shall not use any of the Company's proprietary and confidential information to directly or indirectly compete with the Company or to assist any competitor of the Company to compete with the Company during the term of this Agreement or at any time thereafter. Upon expiration or termination of this Agreement, Agent shall immediately return all proprietary and confidential information. Agent agrees that this Agreement is and shall remain

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confidential, and Agent agrees not to disclose this Agreement, or any term of it, to any third party without the prior written consent of the Company, except as required by law. Agent acknowledges and agrees that the Company owns all tangible property, including, but not limited to, goods, equipment, documents, spreadsheets, notes, disks, text, artwork, computer software, and similar property provided to Agent by the Company or produced by Agent at the Company's expense or based on the Company's proprietary and confidential information. Agent agrees to deliver this tangible property to the Company promptly upon the Company's request, but in any event, after Agent is finished using such tangible property in performing the services under this Agreement.

5.2 **Assignment.** Neither this Agreement nor any of the duties or benefits of this Agreement shall be assigned or transferred, either in whole or in part, without the prior written consent of the Company.

5.3 **Amendments; Other Agreements.**

a. **Unilateral Amendments.** The Company may amend this Agreement by providing written notice of the amendment and its effective date to Agent thirty (30) or more days before the proposed effective date of such amendment. The amendment will become effective without Agent's written agreement unless Agent notifies the Company that Agent is terminating this Agreement before the effective date of the amendment.

b. **Amendments to Comply with Laws and Regulations.** The Company may amend, revise or supplement this Agreement with written notice to Agent in order to maintain compliance with Medicare Laws and Regulations and any applicable state, federal or local statutes, ordinances, codes, rules, regulations, restrictions, orders, procedures, directives, guidelines, policies or requirements enacted, adopted, applied or imposed by any governmental authority or court. The written notice shall specify the effective date of the amendment, revision or supplement to the provisions of this Agreement. Such amendment shall be binding upon Agent and shall not require the consent of Agent.

c. **Prior Agreements.** The Company and Agent agree that this Agreement, including all exhibits, appendices and addenda attached hereto or incorporated into this Agreement by reference, constitutes the entire agreement between the Company and Agent and will, upon execution by the parties, supersede any prior agreement, oral or written, between the parties concerning the subject matter of this Agreement. If any such agreements are in existence, they are, upon execution of this Agreement by the parties, hereby cancelled, except with respect to any compensation or commissions payable thereunder, which compensation or commissions shall continue to be paid in accordance with the terms thereof.

5.4 **Insurance.** Agent shall maintain the following insurance coverages:

a. If Agent is an employer of one or more employees, employers liability coverage with minimum limits of:

Bodily injury by accident:	1,000,000 each accident
Bodily injury by disease:	1,000,000 each employee
Bodily injury by disease;	1,000,000 policy limit

b. Agent's Errors and omissions Insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) annual aggregate.

c. If Agent has a claims-made based policy (or policies) and such policy (or policies) are cancelled or not renewed, Agent agrees to exercise any option contained in said policy (or policies) to extend the reporting period to the maximum period permitted; provided, however, that Agent need not exercise such option if the superseding insurer will accept all prior claims.

d. None of the foregoing requirements as to the type and limits of insurance to be maintained by Agent are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Agent under this Agreement. Each of Agent's insurance policies shall:

- i. be issued by companies that are admitted insurers in the jurisdiction in which the services or products are being provided;
- ii. be issued by companies that have an A.M. Best rating of not less than "A-" and are in a size category which is not lower than "VIII;"
- iii. be primary and noncontributory with any of the Company's insurance;
- iv. except for employers liability and professional liability coverages, name the Company as an additional insured on the policy or, if permissible to the Company, as a certificate holder of the policy, and provide the Company with thirty (30) days prior written notice of cancellation, non-renewal or material change in the form or limits of coverage.

Upon request of the Company, Agent shall cause its insurance carriers, brokers or agents to issue certificates of insurance to the Company evidencing all insurance coverages required by this Section. Notwithstanding any other provision of this Agreement, failure to provide the certificates of insurance shall be grounds for immediate termination of this Agreement.

5.5 **Waiver.** Failure of the Company to enforce compliance with the terms and conditions of this Agreement shall not be construed as a waiver of its rights to exercise the same at any time.

5.6 **Notice.** Any and all notices required or permitted to be given hereunder shall be in writing and may be sent by (i) personal delivery, (ii) commercial messenger service overnight delivery, (iii) United States Postal Service or (iv) facsimile transmission with electronic confirmation of successful transmission. Irrespective of the manner of delivery or transmission used, all such notices shall be properly addressed and

directed with postage or delivery charges prepaid (if any) to the party at its respective address or facsimile number set forth below or to such other address which any party may designate in writing in accordance with the provisions of this Section 5.6.

If to Company: Indiana University Health Plans NFP, Inc.
 950 N Meridian Street
 Suite 400
 Indianapolis, IN 46204
 Attention: James Parker - President
 Facsimile: 317-968-1331

If to Agent: To Agent's address last known by the Company.

Notices sent by either personal delivery or facsimile transmission shall be deemed given upon independent written verification of receipt. Notices sent via overnight delivery shall be deemed given on the next business day. All other notices sent by either registered or certified mail shall be deemed given three (3) business days from mailing.

5.7 **Compliance with Applicable Law; Severability.** In the event any provision of this Agreement conflicts with laws applicable hereto or under which this Agreement is construed or if any provision of this Agreement shall be held illegal or unenforceable or partially illegal or unenforceable by a court or governmental authority with jurisdiction over the parties to this Agreement, then this Agreement shall be modified to conform with said laws or judicial determination and such provision shall be construed and enforced only to such extent as it may be a legal and enforceable provision, and all other provisions of this Agreement shall be given full effect separately there from and shall not be affected thereby.

5.8 **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Indiana but otherwise without regard to conflicts of law principles.

5.9 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument.

Signature page follows

The following exhibits and attachments are incorporated by reference into this Agreement:

- ☒ **Exhibit A** Agent Compensation Schedule
☒ **Exhibit B** Medicare Regulatory Addendum
☒ **Exhibit C** HIPAA Business Associate Addendum

Executed this _____ day of _____, 20____.

AGENT CONTRACTING AS:

**INDIANA UNIVERSITY HEALTH PLANS NFP,
INC.**

(Check one)

- ☒ **INDIVIDUAL**
☐ **PARTNERSHIP**
☐ **CORPORATION**

Print Name on License

By: _____
Authorized Signature

By: _____
Todd Rau

Title: _____

Title: _____Director Medicare Markets_____

Address: _____

Date: _____

Street: _____

City State Zip Code

Telephone Number: _____

E-mail: _____

Tax I.D. Number: _____

Exhibit A

INDIANA UNIVERSITY HEALTH PLANS NFP, INC. MA and MAPD PLANS ANNUAL COMMISSION SCHEDULE

I. MEDICARE ADVANTAGE PLANS: HMO, HMOPOS Plans

"Initial Year" Commission -- New and Renewal Enrollments for CMS Contract Year

In accordance with CMS instructions, the Company shall initially pay Agent the "Renewal Year" commission specified below for each individual with an application signed on or after the effective date and properly enrolled in one of the Company's HMO/HMOPOS Plans which Agent is approved and authorized to market and promote. If the Company identifies the individual is in an Initial Coverage Election Period (ICEP) or CMS identifies the individual is in an ICEP or is enrolling in a Medicare Advantage plan for the first time, the Company shall adjust the compensation paid to Agent for the individual from the "Renewal Year" commission specified below to the "Initial Year" commission specified below. "Initial Year" commissions will not be paid if the individual was previously enrolled in any MA Plan prior to or at the time of enrollment with Company. Payment of the "Renewal Year" commission will be made in the next commission payment cycle following the entry of a qualifying application into the Company's enrollment system. Any required adjustment from the "Renewal Year" commission to the "Initial Year" commission will be made following the Company's or CMS's identification that the individual is in an ICEP or new to the MA Program.

Initial Year Commission: **\$611.00**

"Renewal Year" Commission – New and Renewal Enrollments for CMS Contract Year (Commission Payments for Subsequent CMS Contract Years)

The Company shall pay Agent the following renewal commission for each individual with an application signed on or after the effective date and properly enrolled in one of the Company's HMO/HMOPOS Plans which Agent is approved and authorized to market and promote and who remain in a Company HMO/HMOPOS plan in subsequent CMS Contract Years. Payment of the "Renewal Year" commission will be made in the next commission payment cycle following the entry of a qualifying application into the Company's enrollment system.

Renewal Year Commission: **\$306.00**

Mid-year Enrollment Commission:

If the Company identifies that the enrolled individual is in a Renewal year or CMS identifies that the enrolled individual is NOT new to the Medicare Advantage program the Company shall pay

ICA Agreement- Version 4: Sept. 2, 2009 revised effective 10-01-2017; BAA revised 6/29/2016

Agent a pro-rated “Renewal Year Commission” if the enrollment becomes effective at the beginning of any month February through December during the renewal year. The pro-rated commission shall be based upon the month of effective enrollment and shall be equal to 1/12th (one-twelfth) of the full Renewal Commission amount times the number of months the individual is to be enrolled for the remainder of the Renewal Year.

If the Company identifies the enrolled individual is in an Initial Coverage Election Period (ICEP) or CMS identifies the individual is in an ICEP or is new to the Medicare Advantage program the Company shall pay Agent the full “Initial Year Commission” amount and shall not pro-rate the amount regardless of the individual’s effective month of enrollment during the CMS plan year.

Monthly Renewal Commission for continually enrolled Members

For each Member enrolled by Agent into one of Company’s HMO/HMOPOS products and who remains continually enrolled in one of Company’s HMO/HMOPOS products in subsequent CMS Plan Years Company shall pay Agent a monthly commission amount for that member equal to one-twelfth (1/12th) of the Renewal Rate paid by Company for new enrollments for the year in which the Member became effective in Company’s HMO/HMOPOS product. The monthly commission shall commence in January of the year following the Member’s enrollment and shall continue as long as the Member remains properly enrolled in one of Company’s HMO/HMOPOS products. Payment will be made following the Company’s receipt and processing of CMS confirmation that the Member has continued his or her enrollment for that respective month.

Products

Plan	Counties
Medicare Select (HMO), Medicare Select Plus (HMO), and Medicare Choice (HMOPOS)	Applicable to current Indiana University Health Plans Service Area

EXHIBIT B

MEDICARE REGULATIONS AND MARKETING GUIDELINES

1. Agent will complete all training required by the Company for the promotion and marketing of the Products and read all Marketing Guidelines (as defined in Section 2.11 of this Agreement), and will comply with all policies therein and sign and complete a commitment of Compliance form.
2. Agent shall not make representations with respect to the nature or scope of the benefits of enrollment in the MA Plans except in conformity with the written guidelines and marketing materials furnished by the Company to Agent for that purpose. These written guidelines specifically include, but are not limited to, (i) CMS's Medicare Marketing Guidelines For Medicare Advantage Plans, Prescription Drug Plans and 1876 Cost Plans and any and all updates, revisions and additions thereto and (ii) such other written guidelines and marketing materials that may be issued by CMS and/or established by the Company and furnished to Agent (collectively, the "Marketing Guidelines"). By entering into this Agreement, Agent is acknowledging it has received, read and understands the Marketing Guidelines;
3. Agent shall have no authority to, and will not purport to, make any oral or written alteration, modification, or waiver of any of the terms or conditions applicable to enrollment in the MA Plans;
4. Agent shall make all disclosures to eligible Medicare beneficiaries in accordance with the Marketing Guidelines, including the following: (i) If Agent is meeting with a Medicare beneficiary, Agent shall clearly identify to the Medicare beneficiary that Agent will be discussing the Company's MA Plans before Agent markets to the Medicare beneficiary; and (ii) Agent shall, prior to the enrollment or at the time of enrollment, make the following disclosure in writing to the Medicare beneficiary: "The person that is discussing plan options with you is contracted Company. The person is compensated based upon your enrollment in a plan.";
5. Agent shall make no payments or gifts in violation of Medicare Laws and Regulations and applicable federal and state laws and regulations to any eligible beneficiaries or any Members;
6. Agent shall be subject to, and cooperate with, the "Sales Training " program established by the Company;
7. Agent shall ensure that all information on Agent's solicited applications is completely filled in by the eligible beneficiary applicant or by Agent in the applicant's presence or by the applicant's legal representative in his or her presence;

8. Agent shall follow Medicare Laws and Regulations and Company policies and procedures regarding contracts with Medicare beneficiaries and use of the Company's sales Appointment Confirmation Form in connection with marketing Company.
9. Agent shall strictly comply with the Company's policies and procedures and all applicable federal and state laws, rules and regulations (including, but not limited to, anti-kickback statutes, false claims acts and fraud and abuse statutes) relating to promoting the Products to Members. Agent will complete the training required by the Company for the promotion and marketing of the Products and read all Marketing Guidelines (as defined below), and will comply with all policies therein.
10. Agent acknowledges it has received, read and understands the Marketing Guidelines.

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT with SECURITY ADDENDUM

This Business Associate Agreement (“BAA”), by and between _____ an _____ (name of State) agent or corporation (“Business Associate”), and Indiana University Health Plans NFP, Inc., (individually and collectively referred to herein “Covered Entity”), an Indiana nonprofit corporation, of 950 N. Meridian Street, Suite 400, Indianapolis, IN 46204 is made and effective conterminously with the parties’ Independent Career Agent Agreement (“Service Agreement”), to which it is attached.

RECITALS

WHEREAS, Business Associate agrees to provide certain services (“Services”) for or on behalf of Covered Entity in accordance with the parties’ Service Agreement; and

WHEREAS, in connection with those Services, Covered Entity plans to disclose to Business Associate certain Protected Health Information (“PHI” – used to refer specifically data controlled or owned by Covered Entity), including electronic PHI or ePHI, (as defined in 45 C.F.R. §160.103) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191 (“HIPAA”) Standards for Privacy of Individually Identifiable Health Information (“Privacy Rule”, 45 C.F.R. Parts 160 and 162 and Part 164, Subparts A and E); and 45 C.F.R. Parts 160 and 162 and Part 164, Subparts A and C, the Security Standards for the Protection of Electronic Protected Health Information (“Security Rule”); Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law No. 111-005 (“ARRA”); and 45 CFR Parts 160 and 164 Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the HITECH Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules; Final Rule - all together, as amended from time to time, herein referred to as the “Privacy and Security Rules”; and

WHEREAS, Covered Entity and Business Associate acknowledge that each has obligations in its respective role as Covered Entity and Business Associate under the Privacy and Security Rules, as well as regulations promulgated thereunder; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI accessed by or disclosed to Business Associate pursuant to their Service Agreement in compliance with this BAA and the Privacy and Security Rules; and

WHEREAS, the purpose of this BAA is to satisfy certain standards and requirements of the Privacy and Security Rules, including the requirement of an appropriate agreement between Covered Entity and Business Associate that meets the applicable requirements of the Privacy and Security Rules.

NOW THEREFORE, in consideration of the mutual promises and covenants, herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

Capitalized terms used in this BAA and not otherwise defined herein shall have the same meanings set forth in the Privacy and Security Rules which definitions are incorporated in this BAA by this reference.

2. Permitted Uses and Disclosures by Business Associate.

- a. Performance of Services. Except as otherwise limited in this BAA, Business Associate may only use or disclose PHI to perform the services set forth in the Service Agreement, as permitted or required by this BAA, or as Required by Law. Business Associate agrees to limit its uses, disclosures and requests for PHI to the minimum amount necessary to perform its obligations.
- b. Proper Management and Administration. Except as otherwise limited in this BAA, Business Associate may use or disclose PHI as necessary for Business Associate's proper management and administration or to fulfill its legal responsibilities, provided that: (1) the disclosures are Required by Law, or (2) Business Associate obtains reasonable assurances from the third party to whom the PHI is disclosed in the form of a written agreement with terms similar to and consistent with this BAA that the PHI will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the third party, and the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.
- c. Data Aggregation. Except as the parties might otherwise agree in writing, Business Associate shall only provide data aggregation services on Covered Entity's behalf if specifically directed to do so in writing.
- d. De-Identified Information. Business Associate may create, use and disclose de-identified information if required for purposes of providing Services. Business Associate shall not use Covered Entity's de-identified information for its own purposes, except on a case by case basis with Covered Entity's separate prior written agreement for a proposed use. De-identification must comply with 45 CFR §164.502(d), and any such de-identified information must meet the standard and implementation specifications for de-identification under 45 CFR §164.514(a) and (b), or as they may be amended from time to time.

3. Prohibition on Certain Uses and Disclosures and Compliance with Transaction Standards.

- a. As Permitted in this BAA. Business Associate shall not use or disclose Covered Entity's PHI other than as permitted or required by this BAA or as Required by Law. This BAA does not authorize the Business Associate to request, use, disclose, maintain or transmit PHI in any manner that violates the Privacy and Security Rules if done by Covered Entity.
- b. Electronic Transactions. Business Associate hereby represents and warrants that to the extent it is transmitting any HIPAA Transactions for Covered Entity, the format and structure of such transmissions shall be in compliance with the Transaction Standards provided that it is Covered Entity's responsibility to ensure that appropriate Code Sets are used in the coding of services and supplies. Business Associate shall indemnify and hold Covered Entity harmless from any monetary penalties assessed against Covered Entity arising from a breach of the representation and warranty contained herein, including reimbursing Covered Entity for any cost incurred by Covered Entity as a result of an audit or investigation by the Secretary which may include the costs of consultants and lawyers.

4. Compliance with the HITECH Act.

Business Associate shall comply with all additional requirements of the HITECH Act, including, but not limited to:

- a. Compliance with the requirements regarding minimum necessary under HITECH § 13405(b);
- b. Requests for restrictions on use or disclosure to health plans for payment or health care operations purposes when the provider has been paid out of pocket in full, consistent with HITECH § 13405(a);
- c. The prohibition of the sale of PHI without authorization unless an exception exists under HITECH § 13405(d);
- d. The prohibition on receiving remuneration for certain communications that fall within the exceptions to the definition of marketing under 45 C.F.R. § 164.501 unless permitted by this BAA and Section 13406 of HITECH;
- e. The requirements relating to the provision of access to certain information in electronic format under HITECH § 13405(e);
- f. Compliance with each of the Standards and Implementation Specifications of 45 C.F.R. §§ 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards) and 164.316 (Policies and Procedures and Documentation Requirements); and
- g. The requirements regarding accounting of certain disclosures of PHI maintained in an Electronic Health Record under HITECH § 13405(c).

5. Safeguards, Subcontractors, Training and Enforcement.

- a. Safeguards. In accordance with Subpart C of 45 CFR Part 164, Business Associate shall implement and use appropriate and industry best practice technical, procedural and physical safeguards to prevent unauthorized use or disclosure of Covered Entity's PHI, including implementing requirements of the Security Rules

with regard to electronic PHI and all applicable laws, regulations and guidance documents. Likewise, Business Associate acknowledges that it is directly liable under the Security Rules and may be subject to civil and, in some cases, criminal penalties for:

- i. failing to safeguard PHI, including electronic PHI, in accordance with the HIPAA Security Rules; and
- ii. uses or disclosures of PHI that are not authorized by this BAA or Required by Law.

Business Associate shall provide Covered Entity with information concerning the aforementioned safeguards and/or other information security practices as they pertain to the protection of Covered Entity's PHI, as Covered Entity may from time to time request.

- b. Agents/Subcontractors. In accordance with 45 C.F.R. §164.502(e)(1)(ii) and 164.308(b)(2), before disclosing any PHI received from Covered Entity or created on behalf of Covered Entity, Business Associate will enter into a written agreement with any agents and subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate, and the terms of such agreement shall be at least as stringent as the restrictions and conditions with respect to the use, protection and disclosure of such PHI that apply to Business Associate pursuant to this BAA. Business Associate will ensure that any agents and subcontractors to whom it provides electronic PHI agree to implement reasonable and appropriate safeguards to protect such information.
- c. Training. Business Associate shall provide all of its employees and members of its workforce who will have access to PHI with general HIPAA-related training and education prior to allowing the employees and members of its workforce access to PHI. Such training will be conducted at least annually.
- d. Audit, Inspection and Enforcement. Business Associate agrees that upon reasonable notice of at least ten (10) business days, Covered Entity may audit the Business Associate's security and privacy policies and procedures, including its security safeguards, to ensure the appropriate protections are in place for Covered Entity's data. Such audit by Covered Entity may be performed by a third party of Covered Entity's choosing and expense to perform compliance analysis of Business Associate's practices with respect to the Privacy and Security Rules, including vulnerability or penetration testing or physical assessments of Business Associate's operations that relate to Covered Entity's PHI. The parties agree to cooperate so that such audits are coordinated to minimize any negative effect on the operation of Business Associate's database, application or its systems as a result of such a review. Covered Entity will also provide Business Associate with a copy of the results of such testing. The fact that Covered Entity inspects, or fails to inspect, or has the right to audit or inspect Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of

its responsibilities to comply with the Service Agreement, this BAA, and applicable HIPAA Regulations, nor does Covered Entity's (i) failure to detect or (ii) failure to notify Business Associate of or to require Business Associate to remedy a detected unsatisfactory practice, constitute an acceptance of such practice by Covered Entity or a waiver of Covered Entity's enforcement rights under the Service Agreement or this BAA. In addition, Business Associate agrees to use good faith efforts to retain the right to audit the privacy and security policies and procedures of its subcontractors who may use or disclose PHI.

- e. Service Organization Control Reports. Due to the increased security, availability, processing integrity, confidentiality, and privacy risks of using Business Associate to deliver Services to or on behalf of Covered Entity, Business Associate agrees to provide a Service Organization Control (SOC) 2 Type 2 report to Covered Entity if (1) it provides services to Covered Entity such as an electronic medical record, a health information exchange, claims management and processing, or financial transaction processing, or (2) it meets one of the following criteria: Business Associate stores Covered Entity's electronic PHI or financial data, and has a total contract value for Services involving PHI or financial data with Covered Entity is \$1,000,000 or more per year; or Business Associate total annual revenue is \$5,000,000 or more. The SOC 2 report, as promulgated by the American Institute of CPAs (AICPA), will be performed in accordance with AT 101 and based upon the Trust Services Principles.

If Business Associate is not required to provide a SOC 2 Type 2 report in accordance with the above provision, then Business Associate must provide to IU Health a report that is substantially similar to a SOC 2 Type 2 report at least annually or upon IU Health's reasonable request.

6. Obligation of Business Associate.

- a. Access to Information. Within ten (10) business days of request from Covered Entity, Business Associate shall make available PHI in a Designated Record Set, to Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.524, including providing or sending a copy to a designated third party and providing or sending a copy in electronic format, to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set. Business Associate will not respond directly to an Individual's request for access to their PHI held in the Business Associate's Designated Record Set. Business Associate will direct the Individual to the Covered Entity so that Covered Entity can coordinate and prepare a timely response to the Individual.
- b. Amendment of PHI. Within ten (10) business days of request from Covered Entity, Business Associate shall make any amendment(s) to PHI in a Designated Record Set, as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.526. Business Associate will not respond directly to an Individual's request for an amendment of his PHI held in the Business Associate's Designated Record Set.

Business Associate will direct the Individual to the Covered Entity so that Covered Entity can coordinate and prepare a timely response to the Individual.

- c. Accounting of Disclosures. Business Associate agrees to document all disclosures of PHI which would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures in accordance with 45 CFR 164.528. Within ten (10) business days of notice by Covered Entity to Business Associate that Covered Entity has received a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request. Business Associate will not respond directly to an Individual's request for an accounting of disclosures. Business Associate will direct the Individual to the Covered Entity so that Covered Entity can coordinate and prepare a timely accounting for the Individual.
- d. Remuneration. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI as prohibited by 45 CFR § 164.502(a)(5)(ii).
- e. U.S. Department of Health and Human Services. Business Associate shall make available its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Rules. Unless the Secretary directs otherwise or it is otherwise prohibited by law, Business Associate shall promptly notify Covered Entity of Business Associate's receipt of such request, so that Covered Entity can assist in compliance with that request.
- f. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or official mandate for release of PHI, Business Associate shall notify Covered Entity in writing prior to responding to such request to enable Covered Entity to object. Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event, within two (2) business days of receipt of such request.
- g. Reporting. Business Associate shall immediately notify, no later than one (1) business day from discovery of a potential event affecting Covered Entity's data, the designated Chief Privacy Officer of the Covered Entity of: (1) any use or disclosure of PHI by Business Associate not permitted by this BAA; (2) any Security Incident (*see explanation below*); (3) any breach of unsecured Protected Health Information as defined in the HITECH Act; or (4) any other security breach of an electronic system, or the like, as such may be defined under applicable state law.
- h. Explanation of Security Incident. For purposes of this BAA, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Covered Entity requires prompt notification

from Business Associate if Business Associate experiences any Security Incident that compromises the confidentiality, integrity or availability of Covered Entity's data or information systems. Below are some examples of a Security Incident:

- 1) Business Associate information systems are exposed to malicious code, such as a virus or worm, and such code could be transmitted to Covered Entity's data or systems.
- 2) Unauthorized access is granted or obtained to servers or workstations that contain Covered Entity's data or Business Associate discovers that Covered Entity's data is being used, copied, or destroyed inappropriately.
- 3) Business Associate experiences an attack or the compromise of a server or workstation containing Covered Entity's information requiring that it be taken offline.
- 4) Unauthorized access, use or disclosure has occurred involving Protected Health Information, which is an obligation under the Privacy Rule.

The Parties agree that this section satisfies any notices necessary by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. For purposes of this Agreement, "Unsuccessful Security Incidents" include activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of electronic PHI.

- i. **Breach.** Within one (1) business day of discovery of a reportable Security Incident as described above or breach of unsecured PHI, Business Associate shall notify Covered Entity of the existence and nature of the incident as understood at that time. Business Associate shall immediately investigate the incident and within ten (10) business days of discovery shall provide to Covered Entity, in writing, a report describing the results of Business Associate's investigation, including:

- 1) the date of the breach;
- 2) the date of the discovery of the breach;
- 3) a description of the types of PHI that were involved;
- 4) identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed; and
- 5) any other details necessary to complete a risk assessment in accordance with the HITECH Act.

Reporting and other communications made to the Covered Entity under this section must be made to the Covered Entity's Chief Privacy Officer at:

Indiana University Health
ATTN: Privacy Counsel Office
340 W. 10th Street
Fairbanks Hall - Suite #3100
Indianapolis, IN 46202
Phone: 317-963-1940

Email: HIPAA@iuhealth.org

Business Associate shall cooperate with Covered Entity in investigating a breach and in meeting Covered Entity's obligations under the HITECH Act, and any other security breach notification laws or regulatory obligations.

Under certain circumstances, as solely directed by the Covered Entity, Business Associate will send or cause notifications to be sent directly to affected Individuals. Business Associate will comply with the requirements pursuant to 45 C.F.R. § 164.404. Prior to sending notification to the affected individuals, Business Associate will provide Covered Entity with an advance copy of the proposed letter for review and approval.

Business Associate shall be responsible for the mandatory reporting of breaches for which Business Associate is responsible to the Office of Civil Rights.

- j. *Incident Costs.* In the event of a Breach of Unsecured PHI which Covered entity or other entity with Privacy and Security Rules enforcement jurisdiction determines was proximately caused by Business Associate for which HIPAA requires notice to be provided to individuals pursuant to 45 C.F.R. §§ 164.404 and 164.406, Business Associate shall be responsible for all costs associated with the incident, including but not limited to: (i) costs to print and mail the notification letters to affected individuals; (ii) media notification costs to the extent such media notification is required by applicable law; (iii) costs for Business Associate to set up a call center if Business Associate reasonably determines that such is necessary to handle inquiries; and (iv) credit monitoring costs if Covered Entity reasonably determines that it is necessary to mitigate harm for affected individuals.
- k. *Mitigation.* Business Associate will cooperate with Covered Entity's efforts to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate not provided for in the Service Agreement or this BAA or that is not in accordance with HIPAA and the HITECH Act or other applicable law.
- l. *Notice of Privacy Practices.* Business Associate will abide by the limitations of any Notice of Privacy Practices ("Notice") published by Covered Entity of which Covered Entity provides notice to Business Associate in accordance with the Covered Entity Obligations section of this BAA.

7. Obligations of Covered Entity.

- a. *Notification of Changes Regarding Individual Permission.* Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice to Business Associate who shall implement the change no later than fifteen (15) business days after such notice. Covered Entity will obtain any consent or authorization that may be required by the Privacy or Security Rules, or applicable state law, prior to furnishing Business Associate with PHI. If the use or disclosure of PHI in this BAA is based upon an Individual's specific authorization for the use of his PHI, and the Individual revokes such authorization in writing, or the effective date of such authorization has expired, or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, upon receipt of notice from Covered Entity of such revocation or invalidity, to cease the use and disclosure of any such Individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Privacy and Security Rules expressly applies.
- b. *Notification of Restrictions to Use or Disclosure of PHI.* Covered Entity will notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522 or 42 U.S.C. § 17935(a), to the extent that such restriction may affect Business Associate's use or disclosure of PHI. If Business Associate reasonably believes that any restriction agreed to by Covered Entity pursuant to this Section may materially impair Business Associate's ability to perform its obligations under the Service Agreement or this BAA, the Parties will mutually agree upon any necessary modification of Business Associate's obligations under such agreements.

8. Insurance and Indemnification.

- a. *Insurance.* Business Associate represents and warrants that during the term of the Service Agreement, it shall maintain commercially reasonable and sufficient insurance to adequately underwrite the potential risks associated with the Services, including but not limited to regulatory or administrative investigations or fines and appropriate cybersecurity coverage for privacy and security risks. Upon request, Business Associate shall provide evidence of continuous coverage to Covered Entity and no coverage required within this section shall be voided or cancelled without prior notice to Covered Entity.
- b. *Indemnification.* The Parties agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach by the indemnifying party or its employees, directors, officers,

subcontractors, agents or other members of its workforce of this BAA or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy and Security Rules. Accordingly, on demand, the indemnifying party shall reimburse the indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of a suit, claim, action, proceeding, regulatory or administrative investigations or fines, or demand by any third party which results from the indemnifying party's breach hereunder. The Parties' obligation to indemnify any indemnified party shall survive the expiration or termination of this BAA.

9. Term and Termination.

- a. Term. The term of this BAA shall be conterminous with that of the Service Agreement and shall terminate at the expiration or termination of that Agreement or when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
- b. Termination for Breach. Upon either party's knowledge of a material breach by the other party of this BAA, the non-breaching party will provide written notice to the breaching party detailing the nature of the breach and provide an opportunity for the breach to be cured within thirty (30) business days. Upon expiration of such thirty (30) day cure period, the non-breaching Party may terminate this BAA and, at its election, the Service Agreement, if cure has not been effected or is not possible.
- c. Effect of Termination. Upon termination of the Service Agreement or this BAA, for any reason, Business Associate shall return or destroy (as directed by Covered Entity) all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate maintains in any form. Business Associate shall retain no copies of the PHI unless otherwise specifically agreed in writing by the parties. Business Associate shall certify in writing to Covered Entity the proper and timely return or destruction of PHI within ten (10) days of the termination of this BAA. If it is not feasible to return or destroy such PHI upon termination of this BAA, then Business Associate shall:
 - i. so inform Covered Entity, and Business Associate shall extend the protections of this BAA to the PHI and limit any further uses and disclosures;
 - ii. retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out Business Associates' legal responsibilities;
 - iii. continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of

the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

- iv. not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out above which applied prior to termination; and
- v. when it becomes feasible, return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities. The terms and conditions of this section shall survive the expiration or termination of the Service Agreement.

For more information on the requirements for destruction of data, please see the Indiana University Health NFP, Inc. Security Requirements in Exhibit A to this BAA.

10. Miscellaneous Provisions.

- a. Security Requirements. Business Associate shall comply and shall cause its workforce to comply (to the extent applicable to individuals) with the provisions set forth in Exhibit A (referred to as the "Indiana University Health Plans, NFP, Inc. Security Requirements"). As periodically requested by IU Health, but no more frequently than annually, Business Associate shall promptly, fully and accurately complete an IU Health Information Security Questionnaire and other documents or requests for information regarding Business Associate's information security practices.
- b. Continuity of Business. Business Associate shall ensure that any and all data that it manages on Covered Entity's behalf shall be secured and backed up such that in the event that the Business Associate's services or data center containing Covered Entity's data suffers an adverse system event, Covered Entity shall be able to continue its business as intended with respect to the Services provided by Business Associate to Covered Entity under the Service Agreement. Therefore, Business Associate shall maintain such processes in place to ensure that in the event that it is bankrupt, data is corrupted or other interruption of its services that it has sufficient contingency plans in place to allow Covered Entity to continue its operations using the data it has entrusted to Business Associate.
- c. Notices. Any notices pertaining to this BAA shall be given in writing and shall be deemed duly given to a Party or a Party's authorized representative identified in the Service Agreement in accordance with the Agreement's notice provision or, if no such provision exists, within three days of having sent the mail via certified USPS mail or via e-mail with electronic return-receipt received.

- d. Privacy and Security Responsible Individuals. Business Associate shall provide to Covered Entity the contact information for primary individuals responsible for privacy and security compliance for Business Associate's organization. Business Associate agrees to update Covered Entity in the event that the primary responsibility falls to a different individual.
- e. Amendments. This BAA and attached Exhibit A may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The parties acknowledge that the Privacy and Security Rules and the HITECH Act may be modified from time to time. In the event of any such change, both parties agree to immediately enter into good faith negotiations to amend this BAA, through a written document signed by the parties, to conform to any new or revised legislation, rules and regulations to which the parties are subject.
- f. Interpretation. Any ambiguity in this BAA shall be interpreted to permit the Covered Entity to comply with the Privacy and Security Rules and the HITECH Act.
- g. Geographic Limitations. Business Associate shall not create, receive, maintain, transmit, use or disclose PHI outside of the United States without the written consent of Covered Entity.
- h. Choice of Law. This BAA and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Indiana, agreeing not to apply the conflict of laws principles.
- i. Assignment of Rights and Delegation of Duties. This BAA is binding upon and inures to the benefit of the Parties hereto. Neither Party may assign any of its rights or delegate any of its obligations under this BAA without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.
- j. Data Ownership. Unless otherwise specifically set forth in the Service Agreement, Covered Entity owns or controls, and shall continue to own or control, any and all data and PHI shared with Business Associate in order to allow Business Associate to perform its Services under the Service Agreement.
- k. Nature of BAA. Nothing in this BAA shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
- l. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision

of this BAA may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

- m. Severability. The provisions of this BAA shall be severable, and if any provision of this BAA shall be held or declared to be illegal, invalid or unenforceable, the remainder of this BAA shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
- n. No Third Party Beneficiaries. Nothing in this BAA shall be considered or construed as conferring any right or benefit on a person not party to this BAA or imposing any obligations on either Party hereto to persons not a party to this BAA.
- o. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this BAA are inserted for convenience only, do not constitute a part of this BAA and shall not affect in any way the meaning or interpretation of this BAA.
- p. Independent Contractors / No Agents. Nothing contained in this BAA is intended to be, nor shall be deemed or construed to constitute Covered Entity and Business Associate as partners, joint ventures, co-principals, agents, or associates in connection with the Services and sharing of PHI, and Business Associate shall perform its duties and obligations hereunder as an independent contractor and not as an agent.
- q. Entire Agreement. This BAA, together with any attached exhibits, statements of work, riders and amendments constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistency between the provisions of this BAA and the provisions of the Service Agreement, the provisions of this BAA shall control as to the protection, use or disclosure of PHI. In the event of inconsistency between the provisions of this BAA and any mandatory provisions of the Privacy and Security Rules, as amended, or their interpretation by any court or regulatory agency with authority over Business Associate or Covered Entity, such interpretation or rule will control; provided, however, that if any relevant provision of or amendment to the Privacy and Security Rules changes the obligations of Business Associate or Covered Entity that are embodied in the terms of this BAA, then the Parties agree to operate in compliance with the amendment, interpretation or provision and to negotiate in good faith appropriate non-financial terms or amendments to this BAA to give effect to such revised obligations. Where provisions of this BAA are different from those mandated in the Privacy and Security Rules but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of this BAA will control.

- r. Regulatory References. A citation in this BAA to the Code of Federal Regulations or the Privacy and Security Rules shall mean the cited section or rule as it may be amended from time to time.
- s. Reciprocal Obligations. In the event that Covered Entity acts as a “business associate” to Business Associate, then Covered Entity shall provide the same protections as Business Associate hereunder to Business Associate and agrees to be bound by the terms of this BAA the same as Business Associate with respect to such PHI of Business Associate.

IN WITNESS WHEREOF, the Parties have executed this BAA contemporaneously with the effective dates of the Service Agreement.

_____ (Business Associate)	Indiana University Health Plans NFP, Inc. _____ (Covered Entity)
_____ Signed	_____ Signed
_____ Printed	_____ Printed: Todd Rau
_____ Date	_____ Date

Business Associate Privacy Officer: _____

Phone: _____

E-mail: _____

Business Associate Security Officer: _____

Phone: _____

E-mail: _____

Exhibit A

Indiana University Health, Inc. Security Requirements

These are minimum requirements required by IU Health's Information Security Program. We recognize that sound practices require continual assessment of evolving risks, technology and relevant issues related to information security. In the event that our Information Security Officer deems it necessary to modify these Security Requirements in order to continue to reasonably protect IU Health Confidential Information, then Business Associate will be notified and a remediation plan and timeframe will be mutually agreed upon.

Definitions

Cloud Computing as defined by the National Institute of Standards and Technology (NIST), is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly

provisioned and released with minimal management effort or service provider interaction.

IU Health Confidential Information is all non-public information including, but not limited to, Protected Health Information (PHI), Limited Data Sets, Payment information, Personally Identifiable Information (PII), Nonpublic Personal Information (NPI), Company Proprietary information, sensitive data or information, such that unauthorized access to such data may result in serious financial, legal or operational impact on IU Health.

Required Security Controls

1. **Compliance:** Business Associate will comply with all applicable state and federal data security regulations and shall abide by all required security controls as stated herein, based upon the nature of the Services provided, the data involved and/or the location where such Services are rendered.
2. **Information Security Program:** Business Associate shall maintain a written Information Security Program including documented policies, standards, and operational practices that meet or exceed the applicable requirements and controls set forth in this Exhibit to the extent

applicable to the Services, and identify an individual within the organization responsible for its enforcement. Business Associate shall ensure that any of its subcontractors having access to IU Health Confidential Information shall also be contractually bound to meet or exceed substantially similar security provisions. If at any time during the Agreement, Business Associate becomes aware that it or any of its subcontractors will or do not meet the obligations described within this Exhibit, Business Associate must immediately notify IU Health Information Security at infosecuritypoc@iuhealth.org.

3. Audit Plan: Business Associate will maintain an audit plan designed to validate compliance with the controls documented in its Information Security Program.
4. Right to Assess: Upon reasonable request, Business Associate may be asked to complete a security assessment questionnaire and/or attestation document designed to assist IU Health in understanding and documenting Business Associate's security procedures and compliance with the requirements contained herein. Business Associate shall provide IU Health with information concerning the safeguards detailed in this Exhibit and/or other information security practices as they pertain to the protection of IU Health Confidential Information.
5. Encryption. When IU Health Confidential Information is being accessed or transmitted over the Internet or via a public switched network, the communications session shall utilize a secure transport mechanism meeting industry best practices for encryption. All laptops, hand-held devices and removable storage devices shall utilize full disk encryption meeting industry best practices. Business Associate may encrypt or implement alternate controls and/or safeguards to provide equivalent security for any other storage media containing IU Health Confidential Information.
6. Network and Systems Security.
 - i. Network protection mechanisms meeting industry best practices must be implemented for all Business Associate company networks accessing IU Health Confidential Information.
 - a. Networks that contain IU Health Confidential Information must be separated from public networks by a firewall to prevent unauthorized access from any public network. IU Health Confidential Information must not be stored on Internet accessible networks or network segments.
 - b. An Intrusion Detection or Prevention System which detects and/or prevents unauthorized activity traversing the network will be maintained.
 - c. Business Associate shall utilize and maintain a commercially available,

industry standard malware detection program which includes an automatic update function to ensure detection of new malware threats.

- ii. At a minimum, Business Associate shall engage a third party to perform annual penetration testing of Business Associate' networks containing IU Health Confidential Information. Business Associate must provide IU Health with summary results and a remediation plan if security flaws are discovered.
- iii. Only authorized services and protocols, meeting the obligations set forth in this Exhibit will be permitted access to computing devices with IU Health Confidential Information. All other protocols and services must be denied.
- iv. Access to IU Health Confidential Information over the public Internet shall be restricted to preauthorized Internet addresses and/or require industry standard two-factor authentication.
- v. Business Associate change control management procedures shall be documented and followed.
- vi. Business Associate shall maintain an approach to data loss prevention in line with industry best practices.

7. System and Application Controls.

- i. All IU Health Confidential Information must be securely stored at all times to prevent loss and unauthorized access or disclosure. Industry best practices must be used to implement secure system configurations.
- ii. Business Associate shall maintain an asset inventory of all devices that access, store, process or transmit IU Health Confidential Information.
- iii. Systems that access IU Health Confidential Information must utilize endpoint protection which includes a personal firewall and anti-malware protection.
- iv. Only devices provided by or under the management of Business Associate or by IU Health may be used to access IU Health Confidential Information. Public resources such as hotel PC kiosks, or other public-access terminals such as those available in malls and airports, may not be used for this purpose.

- v. Operating systems and application software used must be currently supported by the manufacturer.
 - vi. Current versions of operating system and application software must be maintained, and patches applied in a timely manner for all systems and applications that receive, maintain, process or otherwise access IU Health Confidential Information.
 - vii. A vulnerability management program must be implemented to conduct at least quarterly vulnerability scanning and to ensure prompt remediation of medium and high risk vulnerabilities.
 - viii. IU Health Confidential Information must not be used in any non-production environment such as testing or quality assurance unless de-identification of the data has been performed.
 - ix. IU Health Confidential Information must not be commingled with data belonging to Business Associate or other clients of Business Associate unless otherwise agreed in writing.
8. Data Destruction. All IU Health Confidential Information, whether such information is in paper, electronic or other form, requires secure disposal or destruction when no longer required, when requested by IU Health or upon the termination or expiration of the Agreement. These measures should, at a minimum, include: (i) burning, pulverizing or cross-cut shredding to a size equal or smaller to 5/8-inch by 2-inches papers or print media so that the information cannot practicably be read or reconstructed; (ii) ensuring the destruction or erasure of floppy disk, magnetic tape, tape cartridges, hard drives or other electronic or optical media so that the information recorded or contained cannot practicably be read, recovered or reconstructed; and, (iii) ensuring that any third party who performs the activities described in (i) and (ii) on Business Associate's behalf does so in a manner consistent with these requirements.
9. Physical Controls for the Protection of IU Health Confidential Information.
- i. All IU Health Confidential Information received or created in paper form must be stored in locked containers.
 - ii. A clean desk policy will be enforced to ensure proper safeguarding of all hard copy IU Health Confidential Information.

- iii. Business Associate must retain visitor logs documenting all individuals who are not employed by Business Associate who gain access to the facility with IU Health Confidential Information.
- iv. With the exception of backup tapes that are sent to an off-site storage facility, IU Health Confidential Information must not be removed from or transferred to non-Business Associate facilities without the written approval of IU Health.
- v. Servers, enterprise data storage devices, backup tapes and media, and other computing devices that contain IU Health Confidential Information must be located in a secure and restricted access location within the facility.
- vi. Business Associate will provide at least ninety (90) days' advance notice to IU Health prior to relocation or transfer of IU Health Confidential Information to another data center.

10. Access Control

- i. Physical and logical access to IU Health Confidential Information and the systems and workspaces used to support IU Health, will only be granted as a result of a need to know based upon job responsibilities.
- ii. Security training will be completed prior to access being granted to IU Health Confidential Information, and then completed on an annual basis going forward so long as access to IU Health Confidential Information continues.
- iii. Physical and logical access will be granted to the minimum IU Health Confidential Information necessary to meet the requirements of the user's scope of responsibilities. Users will not attempt to circumvent or subvert any security measures and must not use their access for anything other than the purpose for which it was granted.
- iv. Only those individuals providing services to IU Health or those who are responsible for administering or managing systems that contain IU Health Confidential Information shall be authorized to access systems containing IU Health Confidential Information.
- v. All users that are no longer required or authorized to access IU Health Confidential

Information or systems that contain IU Health Confidential Information must have access immediately disabled. Business Associate must immediately inform IU Health if a user no longer needs or is no longer authorized to access IU Health Confidential Information or systems.

- vi. Access to IU Health Confidential Information and systems that contain IU Health Confidential Information must be access controlled through the use of individual user IDs and passwords.
- vii. All user passwords must be changed at least every ninety (90) days or sooner if there is reasonable cause to believe that an unauthorized person has learned the password. Password length, complexity and reuse should adhere to industry best practices.
- viii. Processes must be in place to create the appropriate audit trails to determine who has accessed IU Health Confidential Information and/or systems that contain IU Health Confidential Information. System logs should be analyzed for suspicious activity.
- ix. Remote access to systems or networks that contain IU Health Confidential Information requires use of industry best practices for authentication, encryption and security, including multi-factor authentication.
- x. A report listing all individuals who have access to IU Health Confidential Information and/or systems that contain IU Health Confidential Information and the level of access granted shall be provided to IU Health within 48 hours upon request.
- xi. A report listing activity associated with any user ID who has access to IU Health Confidential Information shall be provided to IU Health within 48 hours upon request.

11. Offshore Security Requirements: To the extent Business Associate has any offshore resources or an offshore presence accessing IU Health Confidential Information and the written consent of IU Health to utilize such resources, the following requirements shall apply:

- a. IU Health Confidential Information is not permitted to be hosted or stored offshore.
- b. Backup processes at offshore locations will not receive, maintain, process, or otherwise access IU Health Confidential Information.

- c. Offshore workstation computers must adhere to baseline system security requirements defined by the organization which enforce the most restrictive mode consistent with operational requirements. All unnecessary services, features and networks must be disabled on workstations used to support IU Health operations, including:
 - 1. Disabling workstations from simultaneously connecting to the IU Health network and other networks (split tunneling);
 - 2. Disabling access to non-IU Health instant messaging (IM) clients;
 - 3. Disabling access to non-IU Health email systems;
 - 4. Disabling access to the Internet;
 - 5. Disabling user access to local workstation storage or Business Associate network storage (such as that to which IU Health Confidential Information or screenshots could be copied); and
 - 6. Disabling access to printers.
- 12. Cloud Computing: Business Associate shall provide IU Health ninety (90) days' advance notice of any plans to use Cloud Computing solutions in delivery of services. IU Health reserves the right to amend this agreement with additional Cloud Computing security provisions.
- 13. Incident Response: Business Associate will have a documented Incident Response Plan. Such plan will be tested at least annually.
- 14. Payment Card Industry Data Security Standard: To the extent that Business Associate stores, processes or transmits payment cardholder data as part of the Services, Business Associate shall at all times be compliant with the most current Payment Card Industry Data Security Standard.