

General Agent Sales Agreement

Olympia Limited Health Services Organization, Inc.

This General Agent Sales Agreement (hereinafter referred to as “this Agreement”) is between Olympia Limited Health Services Organization, Inc. (“Olympia”), by its current name or any new name or legal identity it may hold in the future; hereinafter referred to as “We” or “Us” or “Our” and _____ hereinafter referred to as the General Agent, “GA: or “You” or “Your” or “Yours”.

The General Agent agrees to comply with the following terms and conditions:

I. GENERAL AGENT RIGHTS AND DUTIES

1. GENERAL AGENT RESPONSIBILITIES FOR PRODUCERS

- a) **Recruiting and Appointing Producers.** You are authorized to recruit and nominate Producers in the state of Illinois only to sell and market the products designated by Olympia. For the purposes of this Agreement, a producer shall be defined as he or she who solicits insurance products on behalf of Olympia. Olympia reserves the right to approve, assign, reassign and terminate any Producer.

You are free to contract individually with Your Producers relative to the terms and conditions of their employment with Your Agency and this contract. However, we assume no responsibility for the enforcement, fulfillment or administration of the terms or obligations created by Your agreement. Further, should any provision of Your agreement between You and Your Producer conflict with our General Agent agreement with You, this agreement between You and Olympia shall always supersede and prevail.

- b) **Producer Compensation.** Commissions on all policies written by Your Producers can be paid to the Producer directly by Olympia. Otherwise commissions will be paid to the General Agent who will be solely responsible for remission of such commissions to the Producers.

- c) **Supervising Duties of a General Agent.** You shall:

1. Investigate the background of each prospective Producer prior to recommending such person to represent the Company.
2. Distribute to each Producer Company sales materials, and all other information provided by the Company, including Olympia LHSO, Inc.’s Writing Producer Sales Agreement Which establishes a “code of conduct” for producers authorized to sell Our insurance products.
3. Ensure that all Producers adhere to the Company’s procedures with respect to the use of sales materials (including collecting materials from Your terminated Producers and destruction of outdated materials).
4. At least annually, review the solicitation and sales techniques of each of Your Producer’s transactions with potential clients. Review applications submitted by Your Producers for proper completion before submission to Us.
5. Immediately and promptly notify Us of any change in the mailing address of Your Producer.
6. Immediately and promptly notify Us upon learning any information which might affect Your Producer’s insurance license including suspension of Producer’s sales agreements, any disciplinary action by any state or federal agency that might affect and thereby impact Your Producer’s sales agreement.

7. Immediately and promptly notify Us of any complaints or compliance matters regarding a Producer and, appropriate course of action.
8. Ensure that all of Your Producers and representatives who solicit insurance for Us:
 - ◆ are duly licensed by the state of Illinois in which they solicit insurance business for the Company; and
 - ◆ are properly appointed through the Company; and
 - ◆ are authorized by Us to submit applications for each type of product they sell.

Submission of business that does not meet these requirements shall be grounds for Termination of this Agreement and forfeiture of all rights hereunder.

9. Be responsible to Us for the fidelity and honesty of Your Producers and for all monies collected or business done by Your Producers. You shall indemnify and hold Us harmless from all expenses, costs, causes of action, or damages resulting from the unauthorized acts or transactions of Your Producers or any other individual or entity acting on Your behalf.
10. Ensure that Your Producers maintain adequate Errors & Omissions coverage in the amount of \$1,000,000 or 5% of the gross premiums written at all times during the term of this Agreement. It shall be Your obligation to ascertain that all Errors & Omissions coverage is in force on a semi-annual basis by requiring written proof of coverage.
11. Ensure all of Your Producers receive proper training on Our products they are authorized to sell, either by direct training by You or attendance at a Company sponsored training session. This includes notifying Your Producers about Company meetings and seminars and encouraging their attendance.

2. **INSURANCE SALES.** You acknowledge that You are responsible for Servicing the Business sold by You and Your Producers. "Servicing the Business" includes but is not limited to the following:

- a) You shall read and become familiar with the provisions of all insurance policies including amendments and policy changes applications and attend Company sponsored training sessions, as deemed necessary by Us.
- b) You or Your Producers shall ask all questions and correctly record all answers on all applications for insurance You or Your Producers personally complete and immediately send such applications to Us.
- c) You shall make available to Us all information, which comes into Your possession at anytime concerning the underwriting of a risk product.
- d) You or Your Producer shall promptly deliver to the Policyholder all policies/insurance cards or cards specifying participation that come into your possession.
- e) After the point of sale, You shall continue to promptly and appropriately respond to policyholder service needs, which may include, but not be limited to, answering product related questions, facilitating policy changes or upgrades, assisting with beneficiary designations, and all related tasks to achieve prompt policyholder service needs.
- f) With respect to insurance placed with any federal, state, state agencies, departments or divisions, any business placed with Us shall be solicited only in accordance with applicable law, rules and regulations.

3. **ACCOUNTING.** You will promptly forward to Us the total amount of the first premium received by You, on behalf of the Company, and each application in accordance with Our instructions. All checks for first premium must be made payable to the Company. You are not authorized to give the applicant a Conditional Receipt. The Company shall be responsible for providing the policyholder with proper premium notices and shall account directly with the policyholder for all renewal premiums paid. You shall not collect any premiums other than the

first or initial premium. You shall keep segregated from all other funds of Yours, monies due the Company and shall be responsible for promptly remitting to Us all monies collected. In no case are You authorized to make other use of these funds.

4. **RIGHT TO CONTRACT.** You shall not, either in Your own name or in the name of the Company, enter into, alter, or discharge any contractual arrangement in connection with the Company's insurance products, nor waive any of the provisions of any such contractual arrangement, nor incur any debt or liability against the Company, nor institute any legal or equitable proceedings in the name of the Company.
5. **RECORDS.** You shall maintain complete and confidential Records of all business obtained on Our behalf. Such Records shall not be distributed to other Insurance carriers or their producers or other related insurance entities including Insurance Companies, and all companies that might have a financial interest in obtaining confidential information associated with the Company; those records shall only be used in the course of transacting the business of insurance for Us. "Records" shall include but not be limited to: all records relating to the financial arrangements, compensation, point-of-sale, marketing materials, Producer Contracts, insured information and any information relating to the transaction of Your business with Us such materials include materials that may be stored in any written means, electronic means, or by any other method. You shall maintain all Records for seven (7) years or as long as required by the Department of Insurance in the state of Illinois, which is where this contract is implemented, which ever is longer. Additionally, upon providing written notice to You, We may audit these materials or may designate an independent consultant to review such Records. All Records and copies thereof, used by You in the transaction of business under this Agreement shall be delivered to Us upon demand.
6. **COMPLIANCE.** You shall comply with all state and federal statutes and regulations pertaining to the business of insurance and the sale thereof. You shall only perform the services agreed upon under this Agreement in the state of Illinois where You are lawfully licensed and appointed to do so, and where the Company is legally authorized to transact business. You shall obtain the appropriate license and company appointments in the state of Illinois in which Your Producers operate and in which Your Producers are individually licensed to write insurance coverage. Further, You shall provide all necessary documentation, testimony, or other information as required by Us, relative to pending litigation or requirements of regulatory authorities. Such information shall be provided in a timely manner to meet statutory or court-ordered time frames. Specifically, You shall inform Us in writing by overnight delivery immediately upon receipt of subpoenas, complaints, notices or similar documents or inquiries or claims from individuals, corporations and state or federal agencies.

You shall also comply with all policies and procedures established by Us pertaining to the business of insurance and the solicitation of Company products.

7. **CONDUCT AND INDEMNIFICATION.** You agree not to engage in any practice harmful to the best interests of the Company. You further agree that any such practice can serve as the basis for the immediate termination of this Agreement.

You hereby agree to indemnify and hold the Company harmless for any and all claims, expenses, costs, and damages, which may be asserted by any third party or parties against Olympia or arising from Your action or inaction. You acknowledge further that this obligation shall survive the term of this Agreement. This would include your writing coverage in states where Olympia does NOT HAVE AUTHORITY to transact business. You also acknowledge and agree that You will promptly return to Us any and all payments, including commissions You have received from Us as a result of any actions or inaction's by You which are illegal or harmful to the best interest of the Company, and can result in conviction.

You agree to promptly notify Olympia of any claim as to which recovery may be sought against Olympia pursuant to this section or other portions of this Agreement. Any notice given pursuant to this Section shall contain a detailed statement of the nature and basis of the claims, the identity of the claimant, the demand and relief sought or requested by the claimant, and shall be accompanied by copies of all materials in the possession of the GA which reasonably relate to such claim. Further, there shall be no agreement whether oral or in writing that Olympia has any responsibility to indemnify any third party.

8. **ADVERTISING.** You shall not publish, print, or disseminate any Advertising material pertaining to the Company or its products without obtaining prior written approval from Us. "Advertising" material shall include but not be limited to: printed and published material, descriptive literature, sales aids, circulars, leaflets, booklets, depictions, illustration, business cards, stationery, envelopes, and form letters transmitted via newspapers, magazines, radio, television, telephone, billboards, verbal communication or any electronic media describing the Company or its products. You shall not alter or change any Company-produced Advertising.

You shall not use any title other than that of "General Agent" in Advertising materials or in any other form or fashion, without the written permission of an Officer of the Company.

9. **ERRORS AND OMISSIONS COVERAGE.** You shall maintain adequate Errors & Omissions coverage at all times during the term of this Agreement. You are required to carry \$1,000,000 of Errors & Omissions coverage or 5% of the gross written premium for all companies underwritten by You on behalf of the Company. We reserve the right to request written evidence of this coverage at any time.
10. **FEES AND SUPPLIES.** You shall pay all expenses You incur in the performance of this Agreement, including but not limited to all license fees and taxes, and We will not be liable for any such expenses.
11. **PRODUCTION REQUIREMENTS.** You agree to produce new sales on a regular basis for Us in accordance with production standards established by the attached General Agent Commissions Schedule, which may be amended by Us at Our sole discretion. We shall have the sole right to determine the volume, measure and time period of production needed to maintain this Agreement or authorization to sell a specific product.

II. COMPANY RIGHTS AND DUTIES

1. **PRODUCT AUTHORIZATION.** You are hereby authorized to sell the products designated by Us. We shall compensate You for selling these products in accordance with the terms and conditions described in Section III below and in accordance with the General Agent Appointment and Compensation Worksheet as attached.
2. **PRODUCTS AND MARKETING MATERIALS.** The Company agrees to make available to You all public informational, product-oriented, rating or advertising materials necessary to sell the insurance products for which You are authorized.
3. **WITHDRAWAL PROVISION.** We may withdraw or discontinue any form or forms of policies and also reserve the right to comply with any legislative enactment or departmental ruling or to withdraw from Illinois the state in which You operate. It is further agreed that the provisions of this Agreement may be modified or changed, if they conflict with any federal or state law or ruling of the State Insurance Department of Illinois. In addition, We retain the sole discretion to modify or change any provision of this Agreement to conform to our business needs and objectives.
4. **RIGHT OF TERMINATION.** We shall have the right to terminate this Agreement for cause, under Section IV (General Provisions), Subsection 4 (Termination), and paragraphs a. through e. and thereby revoke any and all rights granted to You under the terms of this Agreement if You fail to uphold any of the obligations listed in Section I (General Agent Rights and Duties). This decision shall be at the sole discretion of the Company.

III. COMPENSATION

1. **PAYMENT OF COMPENSATION.** We will pay You commissions in accordance with the General Agent Appointment and Compensation Worksheet as full compensation for services and expenses. Such commission/compensation is deemed to be Your "Base Commission". The Company reserves the right to revise the Commission, as deemed appropriate. A change in the Commission applies to new insurance applications received after the effective date of the revisions for Your Base Commission.

While this Agreement is in force, You will be paid based on the amount of premium received by Us on policies issued from applications for insurance submitted by You for products You are authorized to sell. Commissions will be payable only on insurance maintained in force.

2. **INDEBTEDNESS.** Compensation payable under this Agreement or any other Agreement with Us, shall be offset to repay any indebtedness or claims now due, or which may become due at any time, from You or one of the Producers assigned to You. The Company shall have a first lien on all compensation as security for payment of any and all such debts or claims, whether assigned hereunder or otherwise, and the Company shall have the right, without any requirement that We first obtain Your consent or notice, to deduct any monies due from such compensation. This lien shall not be extinguished by termination of this Agreement and shall be binding on You and Your executors, administrators, or assigns. Upon termination of this Agreement, all monies and indebtedness due the Company shall be payable immediately upon demand, together with the legal rate of interest and any administrative costs of collection including attorney's fees and expenses.
3. **ACCOUNTING BY THE COMPANY.** We shall furnish You with a statement of Your account on at least a monthly basis. Upon receipt of such statement, You shall examine it, and if not satisfied as to its correctness must notify Us in writing of any discrepancy within thirty (30) days from the date the statement of account is mailed or You shall be deemed to have admitted to its accuracy and correctness.

IV. GENERAL PROVISIONS

1. **AMENDMENT.** No modification of this Agreement will bind Us unless it is made in writing and executed by an Officer of the Company. This Agreement shall constitute the entire agreement between the parties unless otherwise stated herein and supersedes any previous agreements and cannot be modified by any prior or subsequent verbal promise or verbal statement by whoever made.

We shall have the sole right to amend this Agreement and any attachments, exhibits or schedules. All amendments to this Agreement, except amendments to the General Agent Appointment and Compensation Worksheet, shall be in writing and shall become effective thirty (30) days after the mailing of written notice of the amendment to Your last known address. Amendments to the General Agent Appointment and Compensation Worksheet shall become effective immediately upon execution by Us.

2. **WAIVER.** No failure, neglect, or forbearance on the part of Us to require strict performance of any provision of this Agreement shall be construed to be a waiver of any of Our rights or privileges hereunder, irrespective of the number of violations or breaches committed by You.
3. **NOTICE OF ADDRESS CHANGE.** You are responsible for providing Us with a current business and mailing address as they change. Business address shall include Street or Rural Route number and Post Office Box number if applicable as well as change in city and zip code. Post Office Box numbers alone are not acceptable.
4. **TERMINATION.** This Agreement may be terminated in accordance with one of the five provisions identified below.
 - a. **TERMINATION FOR CAUSE.** We may effect an immediate termination of this Agreement without notice to You and revoke all the rights and privileges granted hereunder, if one of the following conditions occur:
 - 1) You fail to uphold any of the provisions referenced in Section I of this Agreement entitled, "General Agent Rights and Duties" (except Section I, Subsection 11 (Production Requirements)). You breach any provision of this Agreement deemed by us to be material. A determination that a failure to fulfill any obligation under this Agreement shall be at the sole discretion of the Company.
 - 2) Your insurance license is revoked or suspended for any reason in any state by a regulatory authority or a court of law or chancery or becomes legally incapacitated for any other reason.

- 3) You commit any felony, fraud or attempt to defraud the Company or a consumer, or commit any other act involving dishonesty or misrepresentation or any act, which is harmful to the best interests of the Company.
- 4) You seek to induce anyone to discontinue payment of premium, to relinquish any policy with the Company or aid any other to do so, for any reason unless you can prove by written authority of the Company that you have authority from the Company to do so.

- b. **TERMINATION DUE TO THE INABILITY TO PERFORM THE FUNCTIONS OF A GENERAL AGENT.** We may terminate this Agreement immediately upon Your death or incapacitation. "Incapacitation" shall be defined as the inability to fulfill the terms and obligations of this Agreement and shall be determined at the sole discretion of the Company.

If commission rights were provided under the Termination Rights section, and if termination is due to death, We will pay to the designated corporate General Agency compensation which otherwise would have been payable so long as such payments do not fall below \$650 in any consecutive twelve (12) month period. In any event, such payments shall cease upon the tenth anniversary of the General Agent's death, or upon the closing of the General Agency prior to the tenth anniversary of the termination, whichever occurs first. You must provide Us with a current address for the General Agency.

If the General Agency closes prior to a ten (10) year period from the start of payments after termination, any compensation payments granted to the General Agent under the Termination of Rights section shall continue designated by subsequent written notice for the remainder of the ten (10) year period or until payments fall below \$650 in any consecutive twelve (12) month period, or until the closing of the General Agency, whichever occurs first.

- c. **TERMINATION.** This Agreement may be terminated by Us upon mailing of a thirty (30) day written notice of Our intent to terminate this Agreement with or without cause to You at Your last known address. This Agreement may be terminated by You upon mailing of a thirty (30) day written notice of Your intent to terminate this Agreement in the event that we have breached any term hereof, setting out specifically the nature of the breach, and have not cured such breach within such thirty (30) day period.
 - d. **EFFECTS OF TERMINATION.** The termination of this Agreement will not affect any claim or right, which the Company may have against You. We retain the legal and equitable authority and ability to pursue the recovery of any and all damages caused by Your replacement of our policy with that of another company in violation of the terms of this Agreement.
 - e. **TERMINATION RIGHTS.** If termination is effected by "Termination without Cause" or by incapacitation "Termination Due To The Inability to Perform the Function of a General Agent", then We shall continue to pay compensation earned as long as the General Agency remains a viable organization or until payments fall below \$650 in any consecutive twelve (12) month period.
5. **EFFECTIVE DATE.** This Agreement, which includes the General Agent Appointment Application and the General Agent Appointment and Compensation Worksheet, will be effective as of a date determined by Us. Acceptance and execution of this Agreement by the Company and General Agent shall be by signature. This Agreement supersedes all previous contracts, agreements, and understandings between the parties. Nothing in this Section shall be construed to release any obligation or debt incurred under a previous General Agent Agreements or any other agreement between the parties.
6. **CHOICE OF LAW.** This Agreement shall be governed by and construed in accordance only by the laws and regulations of the State of Illinois without regard to the conflict of laws provisions thereof, and the state and federal courts located in that state shall have exclusive jurisdiction over the parties for the purpose of adjudicating all disputes that may arise under this Agreement. You hereby waive all objections to venue and personal jurisdiction in those forums for such disputes.

7. **INDEPENDENT CONTRACTOR.** You are an independent contractor and nothing in this Agreement shall be construed as establishing the relationship of employer and employee between the Company and You or any persons employed by You or under Your supervision. You shall be solely responsible for Your own debts and obligations, including taxes, and shall not, under any circumstances, hold Yourself out to be an employee of the Company. You shall not, in any claim against the Company or in any determination of eligibility for statutory benefits, assert that You are an employee of the Company. You are free to exercise independent judgment as to the persons from whom applications are solicited and the time, place, and manner of soliciting such applications or performing any other authorized act. You acknowledge that You have the responsibility for paying self-employment tax and that the Company does not treat You as an employee for State and Federal tax purposes.

8. **SEVERABILITY.** If any provision of this Agreement is held invalid for any reason, the remainder of this Agreement shall not be affected thereby.

9. **ENTIRE AGREEMENT.** This Agreement together with all amendments and attachments, including the Commission Schedule, sets forth the entire understanding between the parties hereto and supersedes all prior agreements, arrangements and communications and all prior contracts, whether oral or written, with respect to the subject matter hereof.

10. **GENERAL AGENT INCORPORATION.** Where state law allows, You as a corporate entity are free to contract with Us as a corporate entity. The officer who executes this Agreement on behalf of Your Corporation shall be the only officer eligible to make administrative or compensation changes with the Company. Should Your Corporation wish to change this individual, You must submit a resolution naming the new individual to take on these responsibilities and the minutes of the board of directors meeting where such resolution was adopted, such change is subject to our approval.

Producer: _____
Signature

For Olympia: _____
Signature

(Please print or type name)

(Please print or type name)

General Agent Name (and Number, if known)

Title of Olympia Signatory

Producer Number
(To be assigned by Olympia)

OLYMPIA LHSO, INC.
BUSINESS ASSOCIATE AGREEMENT/HIPPA PRIVACY POLICY

This Business Associate Agreement/HIPPA Privacy Policy, (this “Agreement”), is entered into by and between Olympia LHSO, Inc. an Illinois corporation (the “Company”) and its General Agents and/or Brokers (the “Business Associate”). In this Agreement, the Business Associate and the Company are each referred to as a “Party” and collectively referred to as the “Parties”.

BACKGROUND STATEMENTS

- A. Company and Business Associate are parties to an agreement pursuant to which Business Associate provides certain services to Company and, in connection with those services, Company discloses to Business Associate certain information (“Protected Health Information” as further defined below) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Public Law 104-191; and
- B. Business Associate, as a recipient of protected information from Company, is a “Business Partner” as that term is defined in HIPAA and regulations promulgated by the U.S. Department of Health and Human Services to implement certain provisions of HIPAA (herein “HIPAA Regulations”); and
- C. Pursuant to the HIPAA Regulations, all Business Partners of entities such as Company must, as a condition of doing business with Company, agree in writing to certain mandatory provisions regarding, among other things, the use and disclosure of Protected Information; and
- D. The purpose of this Agreement is to satisfy the requirements of the HIPAA Regulations, including, but not limited to, 45 CFR § 165.506(e), as the same may be amended from time to time.

IN CONSIDERATION OF THE FOREGOING, and of the desire of each party to continue providing or receiving services under the Agreement, the parties agree as follows:

1. Definitions.

Unless otherwise provided in this agreement capitalized terms have the same meaning as set forth in the HIPAA Regulations, 45 CFR parts 142 and 160-164.

2. Scope of Use of Protected Health Information. Business Associate may not:

- a. use or otherwise disclose Protected Health Information (as defined in 45 CFR § 164.504) it receives from Company for any purpose other than the purpose expressly stated in the Agreement;
- b. Notwithstanding any other provisions of the Agreement, use or disclose Protected Health Information in the manner that violates or would violate the HIPAA Regulations if the company engaged in such activity.

3. Safeguards for the Protection of Protected Health Information.

- a. Business Associate shall implement and maintain, and by this Agreement warrants that it has implemented, such safeguards as are necessary to ensure that the Protected Health Information disclosed by Company to Business Associate is not used or disclosed by Business Associate except as is provided in the Agreement.
- b. Business Associate acknowledges that Company is relying on the Business Associate Security Assessments in selecting Business Associate as a Business Partner. Business Associate shall promptly notify Company of any material changes to any aspect of its security safeguards. Notwithstanding any

other provisions of this Agreement to the contrary, Company may terminate the Agreement without penalty if it determines, in its sole discretion, that any such changes or any diminution of Business Associate's reported security procedures render any or all of Business Associate's safeguards unsatisfactory to Company.

4. **Reporting of Unauthorized Use or Disclosure.** Business Associate shall report to company any use or disclosure of Protected Health Information of which Business Associate becomes aware that is not provided for or permitted in the Agreement. Business Associate shall permit Company to investigate any such report and to examine Business Associate's premises, records and practices.
5. **Use of Subcontractors.** To the extent that Business Associate uses one or more subcontractors or agents to provide services under the Agreement, and such subcontractors or agents receive or have access to the Protected Health Information, each such subcontractor or agent shall sign an agreement with Business Associate containing substantially the same provisions as this Agreement and further identifying Company as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violations.
6. **Uses of Open Communication Channel; Encryption.**
 - a. Business Associate may not transmit Protected Health Information over the Internet or any other insecure or open communication channel unless such information is encrypted or otherwise safeguarded using procedures no less stringent than those described in 45 CFR § 142.308(d).
 - b. If Business Associate stores or maintains Protected Health Information in encrypted form, Business Associate shall, promptly at Company's request, provide Company with the key or keys to decrypt such information.
7. **Authorized Alteration of Protected Health Information.**
 - a. Business Associate acknowledges that the HIPAA regulations require Company to provide access to Protected Health Information to the subject of that information, if and when Business Associate makes any material alteration to such information. For the purpose of this section, "Material Alteration" means any addition, deletion or change to the Protected Health Information of any subject other than the addition of indexing, coding or other administrative identifiers for the purpose of facilitating the identification or processing of such information.
 - b. Business Associate shall provide Company with notice of each material alteration in any Protected Health Information and shall cooperate promptly with Company in responding to any request made by any subject of such information to Company to inspect and/or copy such information.
 - c. Business Associate may not deny Company access to any such information if, in Company's sole discretion, such information must be made available to the subject seeking access to it.
 - d. Business Associate shall promptly incorporate all amendments or corrections to Protected Health Information when notified by Company that such information is inaccurate or incomplete.
8. **Audits, Inspection and Enforcement.**
 - a. From time to time upon reasonable notice, Company may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of any term of this Agreement and shall certify the same to Company in writing. The fact the Company inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Agreement, nor does Company's failure to detect, or to detect but fail to call Business

Associate's attention to or require Re-mediation of any unsatisfactory practice constitute acceptance of such practice or waiver of Company's enforcement rights.

- b. Business Associate further agrees to make its internal practices, books and records relating to the use and disclosure of protected health information available to DHHS or its agents for the purpose of enforcing the provisions of this Agreement and the HIPAA regulations.
 - c. Company may terminate the Agreement without penalty if Business Associate repeatedly violates this Agreement or any provision hereof, irrespective of whether, or how promptly, Business Associate may remedy such violation after being notified of the same. In case of any such terminations, Company shall not be liable for the payment of any services performed by Business Associate after the effective date of the termination: and Company shall be liable to Business Associate in accordance with the Agreement for services provided prior to the effective date of termination.
 - d. Business Associate acknowledges and agrees that any individual who is the subject of Protected Health Information disclosed by Company to Business Associate is a third party beneficiary of this Agreement and may, to the extent otherwise permitted by law, enforce directly against Business Associate any rights such individual may have under this Agreement, the Agreement, or any other law, relating to or arising out of Business Associate's violation of any provision of this Agreement.
9. **Effect of Termination.** Upon the termination of the Agreement for any reason, Business Associate will return to Company, or, at Company's direction, destroy all Protected Health Information received from Company that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. A senior officer of Business Associate shall certify in writing to Company, within five days after termination or other expiration of the Agreement, that all Protected Health Information has been returned or disposed of as provided above and that Business Associate no longer retains any such Protected Health Information in any form. Business Associate shall remain bound by the provisions of this Agreement, even after termination of the Agreement, until such time as all protected health information has been returned or otherwise destroyed as provided in this section.
10. **Indemnification.** Business Associate shall indemnify and hold Company harmless from and against all claims, abilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this Agreement by Business Associate.
11. **Disclaimer.** COMPANY MAKES NO WARRANTY OR REPRESENTATION THAT COMPLIANCE BY BUSINESS ASSOCIATE WITH THIS AGREEMENT OR THE HIPAA REGULATION WILL BE ADEQUATE OR SATISFACTORY FOR BUSINESS ASSOCIATE'S OWN PURPOSES OR THAT ANY INFORMATION IN BUSINESS ASSOCIATE'S POSSESSION OR CONTROL, OR TRANSMITTED OR RECEIVED BY BUSINESS ASSOCIATE, IS OR WILL BE SECURE FROM UNAUTHORIZED USE OR DISCLOSURE, NOR SHALL COMPANY BE LIABLE TO BUSINESS ASSOCIATE FOR ANY CLAIM, LOSS OR DAMAGE, RELATED TO BUSINESS ASSOCIATE FROM COMPANY OR FROM ANY OTHER SOURCE. BUSINESS ASSOCIATE IS SOLELY RESPONSIBLE FOR ALL DECISIONS MADE BY BUSINESS ASSOCIATE REGARDING THE SAFEGUARD OF PROTECTED HEALTH INFORMATION.
12. **Certification.** Subject to compliance with Business Associate's security requirements, Company, or its authorized agents or contractors, may at Company's cost examine Business Associate's facilities, systems, procedures and records as may be required by such agents or contractors to certify to Company that Business Associate's security safeguards comply (or do not comply, as the case may be) with HIPAA, the HIPAA Regulations, or this Agreement.
13. **Effect on Agreement.** Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Agreement shall remain in force and effect.

14. **Construction.** This Agreement shall be constructed as broadly as necessary to implement and comply with HIPAA and the HIPAA Regulations. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meeting that complies and is consistent with HIPAA and the HIPAA Regulations.

General Agent (or Producer):

For Olympia:

Signature

Signature

(Please print or type name)

(Please print or type name)

Title of Olympia Signatory

Effective Date of Agreement

General Agent Number: _____
(To be assigned by Olympia)