

Thank you for becoming an Agent for USAvision.

### Enclosed Agent Appointment Materials to Complete

The following enclosed Agent Appointment Materials must be completed and returned:

- Agent Application Form:** Complete and return both pages.
- Agent Contract & Business Associate Agreement:** Complete Pages 1 & 7 and return all 7-pages.
- IRS Form W9:** Complete and Return 1<sup>st</sup> page only.

### Additional Requirements

To prevent delays in Agent Appointment, you must provide copies of the following Materials:

- Insurance Licenses:** Valid health/life insurance licenses for each state you intend to conduct business in.
- E&O Coverage Certificate:** Proof of current Errors & Omissions (E&O) coverage, which names you specifically as a covered individual.

### 3rd Party Commission Assignments Requirements

If commissions will be assigned to an organization or individual other than yourself, you must also include the following Materials:

- Insurance Licenses:** Valid health/life insurance licenses for each state the 3rd party intends to conduct business in.
- E&O Coverage Certificate:** Proof of current Errors & Omissions (E&O) coverage, which specifically names the 3rd party as a covered entity/individual.
- IRS Form W9:** Complete 1<sup>st</sup> page only.

### Where to Send Completed Appointment Materials

Return all required Agent Appointment Materials by one of the following methods:

Email	<b>agentsupport@usavision.net</b>
Fax	<b>888.959.4393</b>
Surface Mail	<b>USAvision, Inc. PO Box 2181 Lowell, AR 72745</b>

### Finalizing Your Appointment

Once received, and if your Agent Appointment Materials are in order, your appointment will be quickly finalized, and you will receive an email containing a welcome letter and various supporting materials to assist you in writing business with USAvision immediately.

Thank you again for becoming an Agent for USAvision, and if you should have any questions regarding any aspect of the appointment process, please do not hesitate to contact us.

Regards,

### Shannon Naylor

Director of Agent Support  
USAvision, Inc.

# Agent Appointment Form

Items marked \* are required. Complete form using **Blue** or **Black** ink only. **If you send this form via email, please send via secure email to protect PHI to ensure compliance with HIPAA. You may request a secure link from agentsupport@usavision.net** or send by FAX to **888.959.4393**. Failure to complete this form correctly may result in delayed appointment.

<b>PERSONAL DETAILS</b>	<b>SSN*</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	<b>Name*</b> <small>First, MI, Last</small>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	<b>Date of Birth*</b>	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	<b>Gender*</b>	<input type="text"/>											
	<b>Agency Name</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Agency FEIN</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	

<b>CONTACT DETAILS</b>	<b>Name*</b> <small>As it Should Appear on Client Materials</small>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<b>Email Address*</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<b>Primary Phone*</b>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<b>Mailing Address*</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<b>City, State &amp; ZIP*</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<b>Shipping Address</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>City, State &amp; ZIP</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	

<b>E&amp;O COVERAGE &amp; LICENCES</b>	<p>USAvision Agents must maintain a valid insurance license and E&amp;O coverage while appointed in order to receive commissions, this means keeping USAvision updated when licenses and E&amp;O coverage are renewed, USAvision will send you a courtesy notice when they expire. After 30-days of non-receipt of renewed documents, an administrative hold will be placed on your commissions. After 60-days, all active groups and commissions for those groups will be moved to the house account.</p>																					
	<b>Licensed State #1</b>	State	<input type="text"/>	<input type="text"/>	Start	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	End	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>
	<b>Licensed State #2</b>	State	<input type="text"/>	<input type="text"/>	Start	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	End	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>
	<b>Licensed State #3</b>	State	<input type="text"/>	<input type="text"/>	Start	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	End	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>
<p>You must have E&amp;O coverage which specifically names you as a covered individual. Attached proof of E&amp;O coverage with this completed Agent Appointment Form.</p>																						
<b>E&amp;O</b>	State	<input type="text"/>	<input type="text"/>	Start	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	End	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	



**PO Box 2181, Lowell AR 72745**  
**questions@usavision.net**  
**www.usavision.net**



# Agent Contract

& Business Associate  
Agreement

**Agent's Name** \_\_\_\_\_

**Agent's SSN** \_\_\_\_\_

**Agency Name** \_\_\_\_\_

Optional

**Agency FEIN** \_\_\_\_\_

Optional

## 1. Parties

The parties to this Agreement are the Agent named above and USAvision Inc. ("Company") with which Agent is licensed to solicit insurance policies (hereinafter referred to singly or collectively as "Agent").

## 2. Appointment & Authority

The Company hereby authorizes the above-named Agent, subject to terms and conditions of this Agreement, to solicit and procure applications with the Company, to collect the initial premium or prepayment of expenses thereon, and to furnish receipts for same on Company-approved forms. The authority granted there under shall extend only to policies and contracts of the kind or kinds described in the Compensation Schedule attached to and forming a part of this Agreement on its effective date, or as may subsequently be authorized by the Company through the issuance to Agent of additional Compensation Schedules. Agent shall have no authority to obligate, bind or otherwise act for the Company except as is expressly granted herein or as may be subsequently granted in writing signed by an officer of the Company.

## 3. Territory

The authority conferred upon Agent under the terms of this Agreement is limited to the jurisdictions in which each Company is licensed to do business and Agent is licensed as required by law to perform the functions specified herein. Specific policy forms shall not be solicited or delivered in any jurisdictions that require regulatory approval thereof, until, such approval has been obtained by the Company.

## 4. Duties & Responsibilities

Agent shall comply with such Company policies, guidelines and directives as may be issued from time to time and communicated to the Agent as such, and with the laws and regulations of any jurisdiction to which Agent may be subject. Specifically, but without limitation, Agent shall:

- a. Comply with any applicable rules and regulations regarding the preparation of appropriate forms, delivery of them to applicants and the provisions of notices and other required forms and information to the Company;
- b. Promptly transmit to the Home Office of the Company, or to such person designated by the Company, applications received, together with any initial premium payments or prepayment of expenses collected with respect to such applications;
- c. Promptly deliver to the purchaser or contract holder all contracts issued by the Company and transmitted to Agent for delivery;
- d. Submit to the Company for its written approval prior to use, any advertising material bearing its name or relating to specific products issued by the Company;
- e. Promptly repay to the Company:
  - i. Any compensation paid on policies which are rescinded with a return of premiums.
  - ii. Any compensation advanced by the Company with respect to policies returned during any applicable "right to examine" period;
- f. Immediately notify the Company upon receiving any notice or paper concerning any legal action against the Company;
- g. At all times, maintain all appropriate licenses and Errors & Omissions coverage to engage in any transaction contemplated by this Agreement, including compliance with applicable state continuing education requirements. Agent must provide USAvision with copies of renewed licenses and/or Errors & Omissions coverage upon renewal. If USAvision does not receive a copy of Agents' renewed documents by the expiration date, USAvision will send Agent a courtesy notice of expired documents. After 30-days of nonreceipt of renewed documents, an administrative hold will be placed on Agents' commissions. After 60-days of non-receipt, Agent's active groups and commissions for those groups will be moved to the USAvision house account.

## 5. Limitations

Anything herein or otherwise to the contrary notwithstanding, it is further agreed:

- a. That the Agent has no authority to:
  - i. Bind the Company by an agreement, representation or promise made by him/her, or by knowledge of facts affecting the Company's business made known to him/her.
  - ii. Waive or modify any of the terms and conditions of the Company's policies and related forms or instructions.
  - iii. Incur any debt or liability in the Company's name or behalf.
  - iv. Extend credit in relation to premiums, contributions or otherwise.
- b. That the Agent may not receive funds due the Company, except in both accordance with the Company's instructions and in exchange for an appropriate receipt and shall hold any such funds in trust for the Company and shall promptly account for and remit the same to the Company.
- c. The Agent has no authority to accept for the Company any renewal contribution or premium paid on any policy of the Company, and payment or delivery of such renewal contribution or premium to the Agent will not be considered as having been received by the Company until the Company receives such funds therefore.

## **6. Compensation**

As compensation for the sale, Agent shall be paid such amounts for each class of product sold during the term of this Agreement as set forth in the Compensation Schedule which is attached to and forms a part of this Agreement. Such schedules may be changed from time to time by the Company by deletion, substitution or addition of new Schedules, provided that any new Schedules so added or substituted shall apply only to policies applied for on or after the effective date of the applicable new Schedule. Following termination of this Agreement, Agent shall be entitled to further compensation on business written under this Agreement as provided in the applicable Schedules. Any amounts paid subsequent to the termination of this Agreement, are subject to the provisions of sections 7 and 13 hereof. Upon the death of Agent, if a natural person, any amounts otherwise payable under the terms of this Agreement shall be paid to his/her estate. It is understood that the Company shall be responsible for the payment only of the amounts specified in the Schedules issued by it as part of this Agreement.

## **7. Indebtedness**

The Company may offset against compensation due, or to become due, hereunder any amounts owed by Agent to the Company or to any affiliate of the Company, and the amount of such indebtedness shall be and remain a first lien against such compensation until the indebtedness has been paid in full. For purposes of this paragraph, affiliate shall mean any corporation directly or indirectly controlling, controlled by, or under common control with the Company. This provision shall survive the termination of this Agreement.

## **8. Accounts, Records & Equipment**

Agent shall maintain accurate records concerning all business transacted pursuant to this Agreement. All records, books of account and documents shall be the property of the Agent and shall be open to inspection, copying and audit by representatives of the Company at all times. Agent agrees to take appropriate measures to protect the confidentiality of the records of the Company and insured.

## **9. Assignment**

Agent shall not assign this contract or any compensation accruing hereunder without the prior written consent of an authorized official of the Company. The Company assumes no responsibility for the validity or effects of an assignment, or for determining the income tax consequences thereof.

## **10. Termination**

Authority to solicit applications with respect to a particular product or products shall terminate upon 30-days written notice of termination of the applicable Commission Schedule given by the Company to Agent. Such action shall not affect the continuance of this Agreement with respect to any products not specified in the notice. The Agreement will terminate if after a cure period of 30-days from the date of written notice, no possible rectification occurs:

- a. At the sole discretion of either party, upon 30-days written notice of termination given by either party to the other;
- b. Immediately for breach of any of the terms of this Agreement, upon written notice provided to the breaching party;
- c. On a date mutually agreed upon by Company and Agent;
- d. Upon revocation of Agent's license by any State or Province Insurance Department;
- e. On the death or adjudication of incompetence of Agent if Agent is a natural person;
- f. On the dissolution of the corporation if Agent is a corporation;
- g. Upon commencement of voluntary or involuntary bankruptcy proceedings with respect to Agent;
- h. Failure to provide written response to written notice of modification of this agreement.

## **11. Waiver**

Failure of the Company to insist upon strict compliance by Agent with any of the terms or conditions of this agreement shall not be construed as a waiver of such terms or conditions with respect to any subsequent default or failure of performance.

## **12. Relationship of the Parties**

Nothing in this Agreement shall be construed to create an employment relationship between Agent and the Company. Agent, as an independent contractor, shall determine the persons to solicit and the time and manner in which to perform the services required to be performed under the terms of this Agreement. Agent hereby acknowledges the status of independent contractor with respect to the Company, and where applicable agrees to be responsible for all taxes as a self-employed independent contractor.

## **13. Forfeiture**

Anything in this Agreement to the contrary notwithstanding, fraud or misrepresentation in connection with any Company business, failure to promptly remit funds collected on behalf of the Company, or willful violation of any of the terms of this Agreement shall result in the immediate termination of this Agreement if then in force and the immediate termination of Agent's right to any further compensation otherwise payable hereunder. This paragraph shall survive the termination of this Agreement.

#### 14. Releases from Prior Agreements

This Agreement supersedes any prior agreement, contract or understanding between the parties hereto relating to solicitation with the Company by Agent. Commission's payable on any policies written under any such prior agreements shall be determined and paid as specified therein. The rights of lien and offset for the security of any indebtedness due to the Company under such prior agreements are hereby reserved and continued.

#### 15. Business Associate Agreement

WHEREAS, USAvision and Business Associate have entered into that certain Administrative Services Agreement (the "Services Agreement"), providing that Business Associate will perform certain duties in connection with USAvision as the parties may have designated;

WHEREAS, the functions and activities which Business Associate will perform or with which it will assist in the performance on behalf of USAvision under the Services Agreement will qualify it as a business associate of USAvision within the meaning of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations thereunder (45 C.F.R. Parts 160-164), as the same may be amended from time to time (the "Privacy Rule");

WHEREAS, the activities of USAvision in providing vision and dental benefits to participants in USAvision qualify USAvision as a covered entity within the meaning of the Privacy Rule; and

WHEREAS, the Privacy Rule requires, among other things, that as a covered entity USAvision obtain assurances from Business Associate as USAvision's business associate that it will properly safeguard the confidentiality of protected health information before USAvision may disclose such information to Business Associate or allow Business Associate to create or receive protected health information on behalf of USAvision.

NOW, THEREFORE, in consideration of the foregoing RECITALS and for other good and valuable consideration, including renewal of the Services Agreement by the parties, USAvision and Business Associate agree as follows:

##### a. Definitions

Words and phrases used in this Agreement that are defined in the Privacy Rule shall have the meanings assigned thereto in the Privacy Rule. Capitalized words and phrases not otherwise defined herein will have the meanings assigned thereto in the Services Agreement. In the event that a word or phrase shall have been assigned conflicting meanings in the Privacy Rule, the Services Agreement and/or this Agreement, the meaning set forth in the Privacy Rule shall control over any other assigned meaning. If meanings assigned in the Services and this Agreement conflict, the meaning set forth in this Agreement shall control.

##### b. Obligations & Activities of Business Associate

- i. Business Associate agrees to not use or disclose protected health information other than as permitted or required by this Agreement or as required by law.
- ii. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected health information other than as provided for by this Agreement.
- iii. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of protected health information by Business Associate in violation of the requirements of this Agreement.
- iv. Business Associate agrees to report promptly to USAvision any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware. All such reports shall be made in writing and directed to USAvision, ATTN: USAvision Privacy Officer. Each such report shall contain at least the following information:
  - a. Description of the nature of the non-permitted use or disclosure;
  - b. Description of protected health information used or disclosed;
  - c. Identity of the person who made the non-permitted disclosure or engaged in the nonpermitted use;
  - d. Description of corrective action, if any, Business Associate took or will take to prevent further non-permitted use or disclosure;
  - e. Description of what Business Associate did or will do to mitigate any deleterious effect of the non-permitted use or disclosure; and
  - f. Such other information as USAvision may reasonably request.
- v. In a manner consistent with the breach notification regulation provisions of the Privacy Rule set forth in Subpart D of 45 C.F.R. Part 164 ("Breach Rule"), Business Associate agrees, following the discovery of a breach of unsecured protected health information, to notify USAvision of such breach without unreasonable delay and in no case later than 60-days after the discovery of such breach. Business Associate shall provide such additional information necessary or appropriate for USAvision to notify individuals affected by such breach (or to provide any other notification required in accordance with the Breach Rule), and shall provide such required notice directly to such affected individuals (or other required recipients) as mutually agreed by the parties.
- vi. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by Business Associate on behalf of USAvision agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- vii. Business Associate agrees to provide access, at the request of USAvision, and in the time and manner designated by USAvision, to Protected Health Information in a designated record set, to

USAvision or, as directed by USAvision, to an individual in order to meet the requirements under 45 CFR 164.524.

- viii. Business Associate agrees to make any amendment(s) to protected health information in a designated record set that USAvision directs or agrees to pursuant to 45 CFR 164.526 at the request of USAvision or an individual, and in the time and manner designated by USAvision.
- ix. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by Business Associate on behalf of, USAvision available to USAvision or to the Secretary, in a time and manner designated by USAvision or the Secretary, for purposes of the Secretary's determining USAvision's compliance with the Privacy Rule.
- x. Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for USAvision to respond promptly to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- xi. Business Associate agrees to provide to USAvision or an individual, in the time and manner designated by USAvision, information collected in accordance with Section 2.a of this Agreement, to permit USAvision to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- xii. In a manner consistent with the security regulation provisions of the Privacy Rule set forth in Subpart C of 45 CFR Part 164 ("Security Rule"), Business Associate shall:
  - a. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that Business Associate creates, receives, maintains or transmits on behalf of USAvision as required by the Security Rule;
  - b. Ensure that any agent, including a subcontractor, to whom it provides electronic protected health information agrees to implement reasonable and appropriate safeguards to protect such information; and
  - c. Report in writing, at a time and in a manner determined reasonable appropriate by Business Associate under the Security Rule, to the USAvision any security incident (as defined in 45 CFR Section 164.304) of which Business Associate becomes aware.

**c. Permitted Uses & Disclosures by Business Associate**

- i. Except as otherwise limited in this Agreement, Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, USAvision as specified in the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by USAvision or the minimum necessary policies and procedures of USAvision.
- ii. Except as otherwise limited in this Agreement, Business Associate may use protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- iii. Except as otherwise limited in this Agreement, Business Associate may disclose protected health information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- iv. Business Associate may use protected health information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).
- v. Business Associate may use and disclose protected health information as described in Section 15.e in this Agreement.

**d. Obligations of USAvision**

- i. USAvision shall notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- ii. USAvision shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes affect Business Associate's use or disclosure of protected health information.
- iii. USAvision shall notify Business Associate of any restriction to the use or disclosure of protected health information that USAvision has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.



**e. Permissible Requests by USAvision**

- i. USAvision shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the Privacy Rule if done by USAvision.
- ii. From time-to-time USAvision shall certify to Business Associate the names of those persons who are authorized as required by the Privacy Rule and other applicable law to receive protected health information on behalf of USAvision.

**f. Term & Termination of Business Associate Agreement**

- i. This Agreement shall be effective as set forth in the first paragraph hereof and shall terminate when all of the protected health information provided by USAvision to Business Associate, or created or received by Business Associate on behalf of USAvision, is destroyed or returned to USAvision, or, if it is infeasible to return or destroy protected health information, protections are extended to such information, in accordance with the termination provisions in this Section.
- ii. Upon USAvision's acquiring knowledge from any source of a material breach of this Agreement by Business Associate, USAvision shall:
  - a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within 10-days of the date written notice of the breach or violation is given by USAvision;
  - b. Immediately terminate this Agreement and the Service Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
  - c. If neither termination nor cure is feasible, USAvision shall report the violation to the Secretary.
- iii.
  - a. Except as provided in Section 15.f.iii.b, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all protected health information received from USAvision or created or received by Business Associate on behalf of USAvision. This provision shall apply to protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the protected health information.
  - b. In the event that Business Associate determines that returning or destroying the protected health information is infeasible, Business Associate shall provide to USAvision notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return, or destruction of protected health information is infeasible, Business Associate shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected health information.

**g. Conflicts between this Agreement & Service Agreement**

In the event of a conflict between this Agreement and the Service Agreement, this Agreement shall control and override any conflicting term of the Service Agreement. All nonconflicting terms and conditions of the Agreement shall remain in full force and effect.

**h. Miscellaneous**

- i. **Regulatory References:** A reference in this Agreement to a section in the Privacy Rule means the section as the same may be amended from time to time.
- ii. **Amendment:** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for USAvision to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- iii. **Survival:** The respective rights and obligations of Business Associate under Section 15.f.iii of this Agreement shall survive termination of this Agreement.
- iv. **Interpretation:** Any ambiguity in this Agreement shall be resolved to permit USAvision to comply with the Privacy Rule and otherwise to fulfill its legal obligations.

**i. Execution in Counterparts**

This Agreement may be executed in one or more counterparts and all such counterparts together shall be deemed to be one and the same agreement of the Parties.

**j. Modification**

This Agreement constitutes the entire agreement between the parties hereto. This Agreement may be modified only by in writing and signed by an officer of the Company and expressing a clear intent to modify this Agreement. Agent shall not be bound by any such modifications until notified of the change by delivery of a copy of such writing to Agent, or by deposit thereof in the United States or Canadian Mail addressed to Agent's last known address, and their written acknowledgement to comply is received. If acknowledgement is not received within the cure time so stipulated in Section 10 of this agreement, then this agreement will be so deemed, terminated.

**16. Execution**

In Witness whereof, the parties have executed this Agreement as of the date first indicated below:

**Agent**

Signature \_\_\_\_\_  
Required

Print Name \_\_\_\_\_  
Print Same Name as Signature

Title \_\_\_\_\_

Date \_\_\_\_\_

**General Agent**

if applicable

Signature \_\_\_\_\_  
Required

Print Name \_\_\_\_\_  
Print Same Name as Signature

Title \_\_\_\_\_

Date \_\_\_\_\_

**USAvision, Inc.**

Signature \_\_\_\_\_  
Required

Print Name \_\_\_\_\_  
Print Same Name as Signature

Title \_\_\_\_\_

Date \_\_\_\_\_