

Flat/Graded Commission Group Producer Agreement and Contract Application



Group Producer _____ Effective Date _____

This Group Producer Agreement ("Agreement") is between Union Security Insurance Company and the entities designated on the attached Group Producer Contract Application, (collectively the "Company") and the undersigned Group Producer and will be effective as of the Effective Date shown above.

1. DEFINITIONS

- A. **Group Contract**, for purposes of this Agreement, is any insurance coverage underwritten and/or policy issued by the Company on which Company has agreed to a flat or graded commission structure. Group Contract also includes all dental insurance coverage underwritten and/or issued by Company and any prepaid dental plan (group and individual) provided by the Company regardless of commission structure as well as any insurance coverage underwritten and/or issued by the Company on which participation-based commissions apply.
 - B. **Group Producer**, for purposes of this Agreement, is any individual or firm including, but not limited to, an agent, broker, producer, writing agent, enrollment services company and its personnel, enroller, call center and its personnel and all other such persons engaged in the solicitation, negotiation, sale, or servicing of a Group Contract.
 - C. **Premium or Premiums** are all payments made to the Company under a Group Contract, less the amount of any refunds of such payments.
 - D. **Policyholder** is the entity to which the Group Contract is issued.
 - E. **Participant** is an employer unit insured under a multiple employer group insurance trust or an association of individuals or an individual insured under a group insurance trust.
 - F. **Compensation** for purposes of this Agreement, shall be broadly construed to include, without limitation, all commissions, incentive compensation, fees including, but not limited to, enrollment, service, or other fees, awards, bonuses, gifts, prizes, or any other forms of monetary and nonmonetary compensation, directly or indirectly related to the solicitation, negotiation, sale and servicing of Group Contracts.
 - G. **Insured Employee** is an eligible employee enrolled for coverage and insured under a Group Contract.
2. **APPOINTMENT AND AUTHORITY** The Company appoints the Group Producer to solicit, negotiate, sell and service (all hereafter "Market(ing)(ed)") Group Contracts to Policyholders/Participants and their Insured Employees and to promptly forward to the Company applications for Group Contracts and for Insured Employees, deliver Group Contracts and certificates issued on such applications, collect and send to the Company any deposit Premium for Group Contracts, and perform all other duties, terms and conditions as set forth in this Agreement. The terms, conditions, obligations and duties in this Agreement shall be performed only in the states in which the Group Producer is properly licensed and the Company is qualified to do business.

The Group Producer shall not, and shall ensure its Representatives do not accept risks, make, alter, discharge or reinstate any Insured Employee or Group Contract, waive any terms or provisions of any Group Contract, incur any debt or liability against the Company, bring any legal proceeding in the name of the Company, cash or endorse checks payable to the Company or bind or commit the Company except as stated in this Agreement or otherwise expressly agreed to in writing by the parties, and no such authority shall be implied.

3. **DUTIES** The Group Producer agrees to 1) obtain and maintain for itself and to require that any employee, enroller, writing agent or other representative(s) including, but not limited to, third party Group Producers contracted by or acting on behalf of the Group Producer including any agents and subcontractors of the Group Producer (all hereafter "Representatives") engaged in the Marketing of Group Contracts to Policyholders/Participants and their Insured Employees obtain and maintain the proper licenses, bonds, or insurance under applicable state laws and regulations; 2) cooperate with Company in securing the required appointments for itself and its Representatives, 3) conform to all

Insurance products are underwritten by Union Security Insurance Company (USIC) (Kansas City, MO) and administered by Sun Life Assurance Company of Canada (SLOC) (Wellesley Hills, MA). Prepaid dental products are provided by USIC and are administered by SLOC, and are provided by certain prepaid dental companies affiliated with SLOC in certain states.

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current and future rules, practices, and procedures of the Company regarding the conduct of its business; 4) hold in trust, account for and pay over to the Company daily any deposit Premiums received or collected on behalf of the Company; 5) fully comply at all times with all applicable federal and state laws, statutes, regulations, regulatory and judicial directives ("Applicable Law"); 6) cooperate with the Company in meeting any HIPAA and other privacy obligations; 7) not create, publish or use or cause to be created, published or used by the Group Producer or any of its Representatives, in any medium, any advertising, promotional, solicitation, proposal or other materials that relate to the Group Contracts (collectively "Marketing Material") unless a copy of the proposed Marketing Material is approved by the Company prior to publication or use and that the distribution of such Marketing Materials will comply with all current and future Company guidelines as may be posted at www.assurantemployeebenefits.com from time to time; and 8) immediately notify the Company of any felony conviction, prior to, on or after the date the Group Producer Contract Application was made, or if the Group Producer becomes aware that any of its Representatives has been convicted of a felony.

The Group Producer acknowledges that the Company relies upon its Group Producers and their Representatives for a careful and frank presentation of all the facts necessary for the proper underwriting, classification and acceptance of the requested coverages. In connection therewith, the Group Producer agrees, and shall cause its Representatives to: 1) give complete and accurate answers in the application for coverage(s) and any associated forms; 2) promptly transmit to the Company any and all information that will enable the Company to determine if the Group Contract applied for should be issued by the Company and at what rate; 3) not deliver any policy or plan or other evidence of coverage or take any funds unless the applicant group or Insured Employee is in existence and there has been no change in the health or insurable condition of any member as originally represented to the Company to the best of the Group Producer's or its Representatives' knowledge and belief.

The Group Producer shall, and shall cause its Representatives to maintain accurate records of all business obtained and monies received on behalf of the Company. Such records shall be open, for audit and/or examination, with the right to make copies, by authorized representatives of the Company including, but not limited to, the Company's internal and external auditors, and by authorized regulators upon request and during normal business hours, including any time following termination of this Agreement.

If the Group Producer is a partnership, corporation, limited liability company or a sole proprietor with writing agents, all applications for Group Contracts shall only be Marketed by individuals representing the Group Producer who are duly licensed under applicable insurance laws to secure such applications, who are appointed by the Company, and who indicate on each such application that it has been Marketed on behalf of the Group Producer. The Group Producer shall immediately notify the Company if the Group Producer becomes aware that any individual representing the Group Producer has been convicted of a felony.

4. **ELECTRONIC MARKETING** Group Producer agrees for itself and will ensure that its Representatives conduct any Electronic Marketing in compliance with the Company's current and future guidelines and requirements as may be posted at www.assurantemployeebenefits.com from time to time. For purposes of this Agreement, Electronic Marketing means any Marketing activities that utilize any electronic medium including, but not limited to, voice, laptop, and Internet.
5. **COMPENSATION** Except as otherwise provided, based upon the actual services performed, the Company may pay to the Group Producer commissions on Premiums received by the Company under a Group Contract subject to this Agreement and/or fees in connection with the Marketing of Group Contracts to Policyholders/Participants and their Insured Employees. All such commissions or fees will be paid at the rates as reflected in the Company's books and records. The Company may change, amend or supplement its commission structure or its fee structure at any time without prior notice. No commissions will be payable on any Premium waived by the Company under the provisions of any of its Group Contracts except as the Company may determine.

The following provisions will also apply to commissions and fees as applicable: 1) commissions and fees will be paid by the Company at such times and according to such rules and practices as Company may establish from time to time; 2) commissions on Premiums received shall be paid to the Group Producer only if, at the time the commissions become payable, the Group Contract is being serviced to the satisfaction of the Company and/or the Policyholder/Participant as determined by the Company; 3) commissions will be paid to any successor Group Producer of record on a Group Contract on the same basis as they would have been paid to the original Group Producer of record; 4) in the event of an error in commission or fee payments, the Group Producer must notify the Company immediately and any adjustment, if necessary, will be made by Company in accordance with Company rules, practices and procedures; 5) commissions and fees otherwise payable will be paid as provided in this Section 5 while this Agreement remains in effect, and upon termination of this Agreement, no further commissions or fees shall be payable except as provided in Section 8 below; and 6) upon the death of the Group Producer, no further Compensation including, but not limited to, commissions and fees, shall be payable to the Group Producer, its executor or administrator.

Commissions shall be payable to the Group Producer that secured the application and who has performed such other

duties as may be necessary to place the Group Contract in force and service the Group Contract provided such Group Producer is recognized by the Policyholder at the time the required activities take place.

Compensation, if any, on group policy conversions, plan changes, reinstatements, and Premium adjustments will be paid in accordance with Company rules and practices in effect at the time of the occurrence of any such event.

Compensation paid in error or paid on monies refunded by the Company for any reason shall be repaid by the Group Producer to the Company on demand by Company, whether or not this Agreement has terminated. The Group Producer agrees to accept the decision of the Company in all such cases as binding and conclusive

In addition to the other duties and obligations under this Agreement, the following provisions will apply to the Group Producer's and/or its Representatives' performance of enrollment services under Group Contracts (without regard to whether any fees are paid in connection with those services): 1) Group Producer will, and will ensure that its Representatives abide by all Company rules, practices, procedures and guidelines and shall at all times accurately and fairly represent the coverages under the Group Contracts and the terms and conditions thereof; 2) Group Producer will, and will ensure that its Representatives refrain from coercive tactics or behaviors while performing enrollment services; and 3) Group Producer will, and will ensure that its Representatives only Market the coverages under Group Contracts to such Insured Employees who are in existence and otherwise eligible to enroll for coverages under the Group Contract.

If enrollment fees are payable on a Group Contract, those fees will be paid on the following basis: 1) enrollment fees will be paid to the Group Producer who performs enrollment services by Marketing the insurance coverages under Group Contracts to Insured Employees of Policyholders/Participants; 2) enrollment fees will be payable for services performed in connection with the initial enrollment under a Group Contract; 3) for any subsequent enrollment event under the Group Contract, enrollment fees may be paid in accordance with Company rules, practices and procedures; and 4) any enrollment fees payable shall be paid at such times and such manner as provided in Company rules, practices and procedures.

No Compensation under this Agreement is considered vested.

6. **INDEBTEDNESS** Compensation payable under this Agreement or any other agreements with the Company shall be subject to offsets to repay any indebtedness or claims due, or which may become due at any time from the Group Producer to the Company. The Company will have a first lien on all such compensation or claims as security for the payment of any and all debts or claims, and the Company will have the right, without any requirement that it first obtain the Group Producer's consent or give the Group Producer notice, to deduct any monies so due from such compensation.

This lien and assignment will not be extinguished by the termination of this Agreement and will be binding on the executors, successors, administrators or assigns of the Group Producer. Upon termination of this Agreement, all monies and indebtedness due the Company will be payable immediately upon demand. Section 6 shall survive the termination of this Agreement.

7. **COMPANY PROPERTY** Policyholder/Participant and Insured Employee records, premium records, all printed or electronic matter, or other materials prepared or furnished by the Company are the property of the Company ("Company Property") and the Group Producer shall be responsible for any misuse thereof by the Group Producer or any of its Representatives. Company Property shall be promptly returned to the Company upon Company's written request. In addition, upon termination of this Agreement, all Company Property shall be immediately returned to the Company. Section 7 shall survive the termination of this Agreement.

8. **TERM AND TERMINATION** This Agreement shall be effective as of the Effective Date and shall continue until terminated in accordance with this Agreement. This Agreement shall terminate immediately without any other cause and without notice upon 1) the death of the Group Producer; 2) commission by the Group Producer of a criminal, fraudulent, or dishonest act; 3) failure of the Group Producer to obtain and maintain a license, bond, or insurance as required by law; 4) failure of the Group Producer to comply with this Agreement; or 5) if Group Producer is a partnership, corporation, limited liability company or sole proprietor, this Agreement shall terminate upon the sale, merger, dissolution, bankruptcy or other transfer of such partnership, corporation, limited liability company or sole proprietorship.

This Agreement may also be terminated by either the Group Producer or the Company with or without cause by giving written notice to the other in advance of the termination date.

No other commissions shall be paid to the Group Producer after the termination date of this Agreement except for the commissions earned by the Group Producer prior to such termination date, unless otherwise prohibited by Applicable Law.

Upon termination of this Agreement, Group Producer agrees not to resist or impede Company's access to its Policyholders/Participants or their Insured Employees. This obligation shall survive the termination of this Agreement.

9. **RELATIONSHIP** The Group Producer is an independent contractor and nothing in this Agreement shall be construed as establishing the relationship of employer and employee between the Company and the Group Producer or any Representative of the Group Producer, or any other person under the supervision of the Group Producer. The Group Producer assumes responsibility for all taxes and/or financial obligations of an independent contractor and will not in any claim against the Company or in the determination of eligibility for any benefits, assert the status of an employee of the Company.

The Group Producer acknowledges that the responsibility for paying any self-employment taxes is that of the Group Producer and that the Company does not treat the Group Producer as an employee for federal, state and local tax purposes. Section 9 shall survive the termination of this Agreement.

10. **ASSIGNMENT** No assignment of this Agreement or of any Compensation payable hereunder will be valid unless authorized and approved in advance in writing by an officer of the Company. The Company does not assume responsibility for the validity or sufficiency of any approved assignment. Any such assignment will be subject to and subordinate to any and all indebtedness of the Group Producer to the Company. Section 10 shall survive the termination of this Agreement.
11. **AMENDMENT** No modification of this Agreement will bind the Company unless it is made in writing and executed by an officer of the Company.
12. **HOLD HARMLESS** The Group Producer agrees to indemnify and hold harmless the Company, its directors, officers, employees, agents, affiliates, successors, and assigns from and against all liability, losses, expenses, causes of action, claims, costs, fees (including but not limited to, attorneys' fees, and expert witness fees) and any damages arising in connection with or arising out of any Group Contract, this Agreement or otherwise resulting from 1) the acts, omissions, or misconduct of the Group Producer, or any of its Representatives or agents; 2) a breach of this Agreement; 3) a breach of Applicable Law, and 4) claims or government investigations that the Group Producer, its Representatives or agents have violated Applicable Law. Section 12 shall survive the termination of this Agreement.
13. **PRIOR AGREEMENTS** This Agreement supersedes all prior agreements with the Company as to Group Contracts issued on applications solicited from Policyholders/Participants and their Insured Employees on which Company has agreed to a flat or graded commission structure on and after this Agreement's Effective Date. All of the terms and conditions of any prior agreements with the Company shall continue to apply to all Group Contracts issued on applications Marketed while those agreements were in effect, except that Section 15 shall apply to all Group Contracts without regard to when the applications for such Group Contracts were Marketed.
14. **BENEFICIARIES** Upon the death of a Group Producer, any Compensation payable to the Group Producer that has not been paid at the time of the Group Producer's death shall be paid to the Group Producer's executor(s) or administrator(s). The rights of any executor or administrator shall be subject to the terms of this Agreement, any applicable prior agreement and the rights of any assignee under such agreements, and no such assignment shall require the consent of any executor or administrator. No other Compensation shall be payable to the Group Producer or the Group Producer's executor(s) or administrator(s) after the death of the Group Producer. Section 14 shall survive the termination of this Agreement.
15. **DISCLOSURE OF COMPENSATION** The Group Producer agrees, and shall cause its Representatives to disclose as part of the Marketing or renewal of each potential and existing Policyholder/Participant, and whenever requested by a potential or existing Policyholder/Participant, the existence, amount, and components of any commissions, fees, or other Compensation the Group Producer is eligible to receive in connection with the Marketing of the Company's Group Contracts.
16. **USE AND DISCLOSURE OF COMPANY INFORMATION** The Group Producer shall, and shall cause its Representatives to use and disclose the Company's confidential and proprietary information only for the purposes for which it was disclosed and shall not reuse or further disseminate or disclose such information without the prior written consent of the Company, or as otherwise required by Applicable Law. Section 16 shall survive the termination of this Agreement.
17. **PRIVACY** In addition to the confidential and proprietary information described in Section 16 above, Company may, from time to time, disclose certain information that it considers confidential. This confidential information can include any customer or consumer personal or health information as may be defined in Exhibit A, which is attached to this Agreement and incorporated herein by reference, or by applicable privacy laws or regulations ("Confidential Information"). Group Producer agrees, and shall cause its Representatives to use the Confidential Information only for the purposes for which it was disclosed and not to further disseminate or disclose this Confidential Information to other third parties, without prior written approval from Company or as otherwise required by law, unless such disclosure is necessary for Group Producer to meet its contractual obligations and that third party is similarly bound by the same privacy standards in its handling of Confidential Information. Further, Group Producer agrees, and shall cause its Representatives where legally required, to comply with all applicable privacy laws, including, but not limited to, 1) the

Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rule"), 2) the Gramm-Leach-Bliley Act ("GLB"), 3) any and all applicable state privacy and security laws, and 4) any and all privacy and security rules and regulations promulgated in conjunction with applicable federal and state privacy laws. Group Producer agrees, and shall cause its Representatives to cooperate with Company to ensure its privacy and security compliance and to establish and maintain procedures reasonably designed to assure the security of all Confidential Information. In the event of a security breach, Group Producer agrees, and shall cause its Representatives to immediately notify Company and shall immediately act to rectify any such breach in cooperation with Company. Group Producer further agrees, and shall cause its Representatives to comply with the provisions of Exhibit A as well as any future modifications to Exhibit A which may be posted at www.assurantemployebenefits.com from time to time. All such future modifications to Exhibit A shall be incorporated by reference herein as of the date posted on the website. Group Producer agrees, and shall cause its Representatives to regularly monitor, review and comply with the most current Exhibit A to meet the obligations of this Section 17. Section 17 and Exhibit A shall survive the termination of this Agreement.

18. GENERAL PROVISIONS The following shall apply to this Agreement:

- A. As the context requires herein, words in the singular include the plural and words of the masculine gender include the feminine and the neutral.
- B. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Agreement shall in no way be affected thereby.
- C. The failure of the Company to enforce any provision of this Agreement shall not constitute a waiver by the Company of any such provision. The past waiver of a provision by the Company shall not constitute a course of conduct or a waiver in the future of the same provision.
- D. The headings of the Sections herein are only inserted as a guide to assist in the location of the Sections and are not to be construed as any indication of the meaning or content of such Sections.
- E. No ambiguity or uncertainty herein shall be construed or resolved against the Company whether under any rule of construction or otherwise.

19. CERTIFICATION The Compensation described in this Agreement constitutes the full consideration payable to the Group Producer by the Company under any Group Contract. I hereby certify that I have read this Group Producer Agreement and the Group Producer Contract Application and that all of my answers and statements are true and correct to the best of my knowledge and belief.

Group Producer _____
PRINT OR TYPE NAME IN WHICH AGREEMENT IS TO BE HELD. SIGNATURE DATE

Union Security Insurance Company Official _____
SIGNATURE DATE

SIGNATURE DATE

Prepaid Dental Company(s) Officials _____
SIGNATURE DATE

SIGNATURE DATE

On behalf of the following prepaid dental companies as applicable:

- | | |
|--|--|
| DentiCare of Alabama, Inc. | United Dental Care of Michigan, Inc. |
| Union Security DentalCare of Georgia, Inc. | United Dental Care of Missouri, Inc. |
| UDC Ohio, Inc. | United Dental Care of New Mexico, Inc. |
| Union Security Dental Care of New Jersey, Inc. | United Dental Care of Texas, Inc. |
| United Dental Care of Arizona, Inc. | United Dental Care of Utah, Inc. |
| United Dental Care of Colorado, Inc. | |

Exhibit A

For purposes of this Exhibit A,

Breach shall have the same meaning as specified in 45 CFR § 164.402, as may be amended.

Electronic Protected Health Information ("EPHI") shall have the same meaning as specified in 45 CFR § 160.103, as may be amended, limited to all such information relating to the Company's customers, applicants or claimants that Group Producer may receive, review, create, transmit, observe, or otherwise have an opportunity to use or disclose while performing its obligations under this Agreement or the underlying Arrangement.

Protected Health Information ("PHI") shall have the same meaning as specified in 45 CFR § 160.103, as may be amended, limited to all such information, regardless of its form, relating to the Company's customers, applicants or claimants that Group Producer and/or its Representatives may receive, review, create, transmit, observe, or otherwise have an opportunity to use or disclose while performing its obligations under this Agreement or the underlying Arrangement. PHI includes EPHI as defined above.

Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, subparts A and E and any subsequent amendments including, but not limited to, the Omnibus Rule.

Secretary shall mean the Secretary of Health and Human Services (HHS) or any HHS officer, employee, or agent to whom the Secretary delegates authority.

Security Incident shall have the same meaning as specified in 45 CFR § 164.304, as may be amended.

Security Rule shall mean the Security Standards and Implementation Specifications at 45 CFR Parts 160 and 164, subparts A and C and any subsequent amendments including, but not limited to, the Omnibus Rule.

Subcontractor shall have the same meaning as specified in 45 CFR § 160.103, as may be amended, limited to a Subcontractor to whom Group Producer delegates a function, activity, or service that is necessary for Group Producer to meet its obligations for or on behalf of Company under the terms of this Agreement or the underlying Arrangement.

1. Obligations and Activities of Group Producer and its Representatives

- a. **Confidentiality of PHI.** Group Producer and its Representatives agree to not use or disclose PHI other than as permitted or required by this Agreement or as required by law. Group Producer shall not, and shall not cause its Representatives to, at any time, access any PHI for any purpose other than those specifically authorized by Company or required by law.
- b. **Permitted Uses and Disclosures.** Except as otherwise provided in this Agreement, Group Producer shall, and shall cause its Representatives to use and disclose PHI solely for meeting its obligations and performing any functions, activities and/or services for or on behalf of Company under the terms of this Agreement or as allowed or required by law. In addition, Group Producer and/or its Representatives may use or disclose PHI in the following instances:
 1. Use PHI as necessary for the proper management and administration of Group Producer.
 2. Disclose PHI as necessary for the proper management and administration of Group Producer or to carry out the legal responsibilities of Group Producer and/or its Representatives, provided that: (1) the disclosure is required by law; or (2) Group Producer and/or its Representatives obtain reasonable assurances from the third-party who receives the disclosed PHI that the confidentiality of the PHI will be maintained, that PHI will be further disclosed only as required by law or for the purpose for which it was disclosed, and that third-party will notify Group Producer and/or its Representatives of any breaches of confidentiality of PHI.
- c. **Disclosure to Subcontractor.** Group Producer and/or its Representatives may allow a Subcontractor to create, receive, maintain or transmit PHI on behalf of Group Producer if Group Producer and/or its Representatives obtain satisfactory assurances by a written agreement or contract that conforms with 45 CFR §§ 164.502(e)(1)(ii), 164.504, 164.308(b)(2), and 164.314(a) acknowledging that the Subcontractor will comply with all applicable provisions of the Privacy, Security, and Omnibus Rules.
- d. **Prohibited Uses and Disclosures.** Group Producer shall not, and shall not cause its Representatives to, use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Company, except as permitted by sections 2.(b)(1) and (2) and section (2)(e), above. Additionally, Group Producer and/or its Representatives must comply with all applicable provisions of 45 CFR § 164.502(a)(5).
- e. **Aggregation of Data.** Group Producer may, and may cause its Representatives to aggregate the PHI received

or obtained from Company with other PHI in its possession provided that the purpose of such aggregation is to provide Company with data analyses related to Company's "health care operations" (45 CFR § 164.501) as that term is defined in the Privacy Rule.

f. **Appropriate Safeguards.**

1. Group Producer shall, and shall cause its Representatives to use reasonable and appropriate safeguards to maintain the privacy and security of PHI and to prevent unauthorized use, disclosure, damage, or destruction of PHI.
2. Group Producer shall, and shall cause its Representatives to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI in compliance with the Security Rule and any subsequent amendments, including any applicable provision of the Omnibus Rule.
3. Such efforts shall also include the adoption and enforcement of policies and procedures to reasonably and appropriately implement the requirements of the Privacy, Security, and Omnibus Rules.
4. Group Producer shall, and shall cause its Representatives to encrypt Company's EPHI prior to saving it on portable media and while in transit. In other circumstances, Group Producer shall, and shall cause its Representatives to encrypt Company's EPHI whenever reasonably practicable.

g. **Reporting Improper Use or Disclosure.** Group Producer and/or its Representatives shall report to Company within 24 hours of "discovery" (as determined pursuant to 45 CFR § 164.404(a)(2)) any unauthorized use, disclosure, damage, destruction, or Breach of PHI by Group Producer, its Representatives or its Subcontractors, or any other Security Incident of which it becomes aware, and to establish procedures for mitigating, to the greatest extent possible, any harmful effect that is created by any improper use, disclosure, damage, destruction, Security Incident, or Breach of PHI. Group Producer shall, and shall cause its Representatives to assist in Company's notification of the occurrence to all necessary parties as required by law, regulation, or as determined necessary by Company. To the extent that the Security Incident, Breach, or other unauthorized use, disclosure, damage, or destruction of PHI occurs while the PHI is in the possession of the Group Producer, its Representatives, or its Subcontractors, Group Producer will be responsible for all costs incurred in resolving the Security Incident, Breach, or other unauthorized use, disclosure, damage, or destruction of PHI.

h. **Access to PHI.**

1. To enable Company to fulfill its obligations under the Privacy Rule, Group Producer shall, and shall cause its Representatives, at the request and direction of Company, make PHI maintained by Group Producer, its Representatives, or its Subcontractors available to Company or a designated individual for inspection and copying within ten (10) days of receipt of such a request from Company.
2. If Group Producer and/or its Representatives maintains PHI electronically and an individual requests from Company, Group Producer, or its Representatives an electronic copy, Group Producer shall provide Company access to the requested PHI in an electronic form and format as requested by individual if that form and format is readily producible. Otherwise, Group Producer shall provide the PHI in an agreed upon electronic readable form and format.
3. In the event an individual requests that his or her PHI be sent directly to a designated individual, Group Producer will, and will cause its Representatives, upon Company's direction, send the PHI directly to the designated individual if the request meets all the requirements of Section 164.524(c)(3)(ii).

i. **Amendment of PHI.** To enable Company to fulfill its obligations under the Privacy Rule, Group Producer shall, and shall cause its Representatives to, within ten (10) days of a request from Company, make PHI maintained by Group Producer, its Representatives, or its Subcontractors available for amendment and, as directed by Company, shall incorporate any amendment or related statements into the information held by Group Producer, its Representatives, and/or its Subcontractors. If any individual directly requests that Group Producer, its Representatives, or its Subcontractor amend PHI, Group Producer, its Representatives, and its Subcontractors shall notify Company within ten (10) days of such request.

j. **Accounting of Disclosures.** Group Producer, its Representatives, and its Subcontractors shall, within ten (10) days of a request from Company, make available the information necessary for Company to provide an individual with an accounting of the disclosures of his or her PHI as required under the Privacy Rule. At a minimum, such information shall include: 1. the date of the disclosure; 2. the name and address of the entity or person receiving the PHI; 3. a brief description of the PHI disclosed; and 4. a brief description of the reason for the disclosure or a copy of the written request for the disclosure. Such information must be maintained by Group Producer and its Subcontractors for a period of six (6) years from the date of each disclosure for which accounting is required under 45 CFR § 164.528(a)(1). If any individual directly requests that Group Producer, its Representatives, or its

Subcontractors provide an accounting of disclosures of PHI, Group Producer, its Representatives, or its Subcontractors shall notify Company within ten (10) days of such request.

- k. **Company's Obligations.** To the extent that Group Producer and/or its Representatives are required under the Arrangement to carry out obligations of Company imposed by the Privacy Rule, Group Producer will, and will cause its Representatives, to comply with all applicable provisions of the Privacy, Security, and Omnibus Rules in performing such obligations.
- l. **Minimum Necessary.** Group Producer and/or its Representatives agree that it will not request or disclose more than the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure or request.
- m. **Right to Audit, Inspection, and Enforcement.** Group Producer and its Representatives agree to make its internal practices, processes, books, and records relating to the use or disclosure of PHI available to Company, Company's parent and the Secretary or the Secretary's designee for purposes of determining Company's compliance with the Privacy Rule, Security Rule, and applicable provisions of the Omnibus Rule.

Company shall be entitled, upon reasonable prior written notice to Group Producer and its Representatives, to conduct an on-site audit of Group Producer's internal practices, processes, books, and records to verify Group Producer's compliance with the terms of this Agreement.

- n. **Employee Training and Awareness.** Group Producer shall, and shall cause its Representative to provide appropriate training regarding the requirements of this Agreement to any employee (or other workforce member) accessing, using, or disclosing PHI and shall develop and implement a system of sanctions for any employee (or other workforce member) or Subcontractor who violates the requirements imposed by this Agreement.
- o. **Restriction Requests; Confidential Communications.** Group Producer shall, and shall cause its Representatives to comply with any restriction request and any confidential communication request of which Company makes Group Producer and/or its Representatives aware pursuant to section 3.c, below.
- p. **Notice of Privacy Practices.** Group Producer shall and shall cause its Representatives to use and disclose PHI in compliance with the terms of Company's updated privacy practices notice, as provided to Group Producer and its Representatives pursuant to section 3.a, below.
- q. **Transactions Rule Compliance.** If Group Producer and/or its Representatives conducts a Standard Transaction (as that term is defined in 45 CFR § 162.103) for or on behalf of Company, they will comply, and will require any of its Subcontractors to comply, with each applicable requirement of 45 CFR Part 162.

2. **Obligations of Company**

- a. **Notice of Privacy Practices.** Company agrees to inform Group Producer of its current privacy practices and any future changes to those practices by providing Group Producer with updated copies of its notice of privacy practices.
- b. **Revocation of Authorization by Individual.** Company agrees to inform Group Producer of any change to or revocation of an individual's authorization to use or disclose PHI to the extent that such changes may affect Group Producer's use or disclosure of PHI.
- c. **Restrictions on Use and Disclosure.** Company agrees to notify Group Producer of any restrictions to the use or disclosure of PHI agreed to by Company in accordance with the Privacy, Security, and Omnibus Rules to the extent that such restriction may affect Group Producer's use or disclosure of PHI.
- d. **Uses and disclosures for underwriting and relate purposes.** If Company receives PHI from Group Producer and/or its Representatives for the purpose of underwriting, premium rating, or other activities relating to the creation, renewal, or replacement of a contract of health insurance, and if such health insurance or health benefits are not placed with Company, Company agrees that it will not use or disclose such protected health information for any other purpose, except as required by law.
- e. **Permissible Requests.** Company shall not request Group Producer and/or its Representatives to use or disclose PHI in any manner that would not be permissible under the Privacy, Security, or Omnibus Rules if done by Company.

3. **Miscellaneous**

- a. **Material Breach.** A breach by Group Producer and/or its Representatives of any material provision of this Exhibit A or the Privacy, Security, or Omnibus Rules, as determined by Company, shall constitute a material breach of this Agreement and shall provide grounds for the immediate termination of this Agreement.

- b. **Group Producer's Reasonable Steps to Cure Breach.** If Company knows of a pattern of activity or practice of Group Producer that constitutes a material breach or violation of Group Producer's obligations under this Exhibit or the Privacy, Security, or Omnibus Rules, Company may provide Group Producer and/or its Representatives with an opportunity to cure the breach or violation. If Group Producer and/or its Representatives fail to cure the breach or violation to the satisfaction of Company within the time period specified by Company, Company shall have the right to terminate the Agreement.
- c. **Reasonable Steps to Cure Breach.** If Group Producer knows of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of Subcontractor's obligations to Group Producer, or the Privacy, Security, or Omnibus Rules, Group Producer may provide Subcontractor with an opportunity to cure the breach or violation. If Subcontractor fails to cure the breach or violation to the satisfaction of Group Producer and/or Company within the time period specified by Group Producer or Company, Group Producer shall terminate the relationship with the Subcontractor and retrieve all PHI from the Subcontractor. In the event termination or cure is not feasible, Group Producer shall report Subcontractor's breach or violation to the Secretary.
- d. **Modification to Comply with Law.** The Parties acknowledge that state and federal laws relating to the security and privacy of PHI are rapidly evolving and that modification of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of the Privacy, Security, and Omnibus Rules. Upon request of either party, the other party agrees to promptly enter into negotiations concerning the terms of a modification to this Agreement embodying written assurances consistent with the standards and requirements of the Privacy, Security, and Omnibus Rules. Company may terminate this Agreement upon thirty (30) days written notice in the event: 1) Group Producer and/or its Representatives does not promptly enter into negotiations to modify this Agreement when requested by Company under this section; or 2) Group Producer and/or its Representatives does not enter into a modification of this Agreement providing assurances regarding the safeguarding of PHI that Company, in its sole discretion, deems sufficient to satisfy the standards and the requirements of the Privacy, Security, and Omnibus Rules.

Fair Credit Reporting Act Consent Form

I understand that to process my application, Union Security Insurance Company, DentiCare of Alabama, Inc., Union Security DentalCare of Georgia, Inc., UDC Ohio, Inc., Union Security DentalCare of New Jersey, Inc., United Dental Care of Arizona, Inc., United Dental Care of Colorado, Inc., United Dental Care of Michigan, Inc., United Dental Care of Missouri, Inc., United Dental Care of New Mexico, Inc., United Dental Care of Texas, Inc., United Dental Care of Utah, Inc., their related entities, agents, affiliates, and/or assigns ("Company") may request a consumer report or investigate consumer report concerning my character, general reputation, personal characteristics, mode of living, credit worthiness, and criminal record, as well as regulatory inquiries, such as state insurance inquiries, and interviews with and inquiries to third parties.

I authorize Company to conduct any or all of these inquiries. I authorize, without reservation, any party or agency having knowledge or information set forth above, to furnish the above-mentioned information. If appointed, this authorization shall remain on file and shall serve as ongoing authorization for Company to procure consumer reports or investigative consumer reports at any time during my appointment period.

PRINT NAME

SIGNATURE

DATE

For New York Applicants Only

You have the right, upon written request, to be informed of whether or not a consumer report was requested. If a consumer report is requested, you will be provided with the name and address of the consumer reporting agency furnishing the report.

For Washington Applicants Only

If we request an investigative consumer report, you have the right, upon written request made within a reasonable period of time, to receive from us a complete and accurate disclosure of the nature and scope of the investigation. You have the right to request from the consumer reporting agency a summary of your rights and remedies under state law.

For California, Minnesota, and Oklahoma Applicants Only

A consumer credit report will be obtained through:

If a **consumer credit report** is obtained, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy. Yes No

If an **investigative consumer report** and/or **consumer report** is processed, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy. Yes No

***California applicants:** If you chose to receive a copy of the consumer report, it will be sent within three (3) days of the employer receiving a copy of the consumer report and you will receive a copy of the investigative consumer report within seven (7) days of the employer's receipt of the report (unless you elected not to get a copy of the report).

Group Producer Agreement and Contract Application for Individual



If Applying for *Individual* contract, complete this page.

1. Applicant's name (<i>Please print.</i>)	2. Social Security number	3. Date of birth
4. Residential address		5. Business address
Street		Street
City	State	Zip
Home phone		Business phone
6. Post office box (<i>if applicable</i>)		
P.O. Box		
City		
State		
Zip		
7. Send mail/supplies to address	8. E-mail address	9. Fax
<input type="checkbox"/> No. 4 <input type="checkbox"/> No. 5 <input type="checkbox"/> No. 6		

10. Current license(s) held for state(s) of: _____
NOTE: Photocopy of license(s) must be attached for each state listed.

11. Have you ever been **convicted** or pled guilty or nolo contendere (no contest) to any felony? Yes No
 If "Yes," state the name of the court that had jurisdiction and the date of the conviction. _____
 Describe briefly the nature of the crime charged. _____
 Terms of sentence imposed. _____

12. In the past 5 years:

A. Have you been denied or refused an insurance license or had an insurance license terminated, suspended or restricted? Yes No
 If "Yes," please explain and include attachments. _____

B. Has an insurance company terminated a contract or appointment with you for reasons other than lack of production? Yes No
 If "Yes," please explain. _____

C. Have you been fined, reprimanded or sanctioned, or the subject of a consent decree or order, by any federal or state regulatory authority for an alleged violation of any securities – or insurance – related law or regulation? Yes No
 If "Yes," state the name of the regulatory authority and the date of any such action or proceedings. _____
 Describe the nature of the alleged violation and sanction(s) imposed. _____

D. Has any policy or application for a surety or fidelity bond, on behalf of you, been declined, cancelled or refused renewal? Yes No
 If "Yes," please explain. _____

E. Have you filed a bankruptcy petition or been declared bankrupt or insolvent? Yes No
 If "Yes," please explain. _____

13. Are you currently the subject of any investigation or proceeding that if proved could result in a "Yes" response to any of the above questions? Yes No
 If "Yes," please explain and provide details. _____

Appointment sought for one or more of the following entities:

Union Security Insurance Company

DentiCare of Alabama, Inc.

Union Security DentalCare of Georgia, Inc.

UDC Ohio, Inc.

Union Security DentalCare of New Jersey, Inc.

United Dental Care of Arizona, Inc.

United Dental Care of Colorado, Inc.

United Dental Care of Michigan, Inc.

United Dental Care of Missouri, Inc.

United Dental Care of New Mexico, Inc.

United Dental Care of Texas, Inc.

United Dental Care of Utah, Inc.

I represent that the answers given in this application are true, correct and complete. I understand that any misrepresentations or misstatements may result in denial or revocation of appointment. I understand that the companies listed above may deny my request for appointment or rescind my appointment, in their sole discretion.

Applicant _____

SIGNATURE

TITLE

DATE

Group Producer Agreement and Contract Application for Organization



If Applying for Organization contract, complete this page.

1. Organization name <i>(Please print.)</i>			2. Tax identification number(s)		
3. Business address			4. Post Office box <i>(if applicable)</i>		
STREET			P.O. Box		
City	State	Zip	City	State	Zip
Business phone			5. Send mail/supplies to address: <input type="checkbox"/> No. 3 <input type="checkbox"/> No. 4		
6. Contact name			7. E-mail address		8. Fax
9. Type of organization: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship		10. If Corporation, please list officers and their titles below; if Partnership, please list partners and their titles below; if LLC please list members below.			

11. List all individual employees that will be writing for this organization. Attach separate list for additional names.

Name	Social Security number	Date of birth
Residential address <i>(street, city, state, zip)</i>		
Name	Social Security number	Date of birth
Residential address <i>(street, city, state, zip)</i>		
Name	Social Security number	Date of birth
Residential address <i>(street, city, state, zip)</i>		

12. Current license(s) held for state(s) of:

NOTE: Photocopy of license(s) must be attached for each of the above.

13. Has the organization or any of the above individuals identified in items 10 and 11 above ever been **convicted** of or pled guilty or nolo contendere (no contest) to any felony? Yes No

If "Yes," state the name of the court that had jurisdiction and the date of the conviction. _____

Describe briefly the nature of the crime charged. _____

Terms of sentence imposed. _____

14. In the past 5 years:

A. Has the organization or any of the individuals listed in items 10 and 11 above been denied or refused and insurance license or had an insurance license terminated, suspended or revoked? Yes No
 If "Yes," please explain and include attachments. _____

B. Has an insurance company terminated a contract or appointment with the organization or any of the individuals listed in items 10 and 11 above for reasons other than lack of production? Yes No
 If "Yes," please explain. _____

C. Has the organization or any of the individuals listed in items 10 and 11 above been fined, reprimanded or sanctioned, or the subject of a consent decree or order, by any federal or state regulatory authority for an alleged violation of any securities – or insurance – related law or regulation? Yes No

If "Yes," state the name of the regulatory authority and the date of any such action or proceedings.

Describe the nature of the alleged violation and sanction(s) imposed.

- D. Has any policy or application for a surety or fidelity bond, on behalf of the organization or any of the individuals listed in items 10 and 11 above, been declined, cancelled or refused renewal? Yes No

If "Yes," please explain.

- E. Has any policy or application for errors and omissions insurance, on behalf of the organization or any of the individuals listed in items 10 and 11 above, been declined, cancelled, or refused renewal? Yes No

If "Yes," please explain.

- F. Has the organization or any of the individuals listed in items 10 and 11 above filed a bankruptcy petition or been declared bankrupt or insolvent? Yes No

If "Yes," please explain.

15. Is the organization or any of the individuals listed in items 10 and 11 above currently the subject of any investigation or proceeding that if proved could result in a "Yes" response to any of the above questions? Yes No

If "Yes," please explain and provide details.

Appointment sought for one or more of the following entities:

Union Security Insurance Company

United Dental Care of Colorado, Inc.

DentiCare of Alabama, Inc.

United Dental Care of Michigan, Inc.

Union Security DentalCare of Georgia, Inc.

United Dental Care of Missouri, Inc.

UDC Ohio, Inc.

United Dental Care of New Mexico, Inc.

Union Security DentalCare of New Jersey, Inc.

United Dental Care of Texas, Inc.

United Dental Care of Arizona, Inc.

United Dental Care of Utah, Inc.

I represent that the answers given in this application are true, correct and complete. I understand that any misrepresentations or misstatements may result in denial or revocation of appointment. I understand that the companies listed above may deny my request for appointment or rescind my appointment, in their sole discretion.

Applicant

SIGNATURE

TITLE

DATE