



AgentView Associated User Authorization

Instructions:

This form contains Section I and Section II. Please read the instructions carefully.

Section I

This section is to be completed by the officer, principal or owner of the company or agency. It must be completed in its entirety. The officer, principal or owner names the Associated User who is to have access to the site. The Associated User Authorization Agreement must be signed and dated in front of a notary in order to grant access to AgentView to another person. Section I is comprised of two pages; page 2 and 3.

Section II

This section is for the designated Associated User who was named in Section I. The designated Associated User must read the Agent Agreement Business Associate Addendum. Page 9 must be signed and dated by the Associated User, notary also required. Section II is comprised of 6 pages; page 4 through 9.

When completed, the entire form, pages 1 through 9, should be faxed to Cigna Supplemental Benefits at 888-832-4154, or emailed to us at CSBLicensing@Cigna.com for processing.

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Administering Medicare Supplement and Supplemental Health business for:
Continental General Insurance Company and Great American Life Insurance Company

Associated User Authorization Agreement (Section I)

I (Principal) hereby request access to the agent data, selected below and available through AgentView, associated with my Tax Id # (TIN) or Federal Employer Identification Number (FEIN), Social Security Number, and AgentView username be granted to the specifically named individual below (Associated User).

(Please mark appropriate boxes)

- Commissions
- My Clients
- Production Reports

Non-optional information access includes all other areas not specifically listed above, including but not limited to Express App, Forms & Materials, News, and Agent inquiry.

Principal:

Name (First, Middle, Last): _____

E-Mail: _____

Title and Capacity of (corporation, dba, llc, partnership): _____

Company: _____

TIN / FEIN: _____ SSN: ____-____-_____

Associated User:

Name (First, Middle, Last): _____

SSN: ____-____-_____ (SSN is required for account set up) Phone: ____-____-_____

E-Mail: _____

I am granting access to the information contained on this site to another party, an "Associated User," in order to review certain information of the Company. I understand that by doing so, I am subject to the following conditions:

All of the information on this site is considered confidential. It is my responsibility to safeguard this information in compliance with confidentiality and HIPAA regulations, as defined in my Agent Agreement with the company.

I am granting access to this information to another party, an "Associated User." He or she will be required to accept the confidentiality and HIPAA terms as they appear in the Agent Agreement before accessing any information on the website.

I fully understand that granting this access on AgentView will allow all agent data with code numbers associated with the above TID's or FEIN's to be viewed.

I fully understand it is my responsibility to inform Cigna Supplemental Benefits (Licensing Dept.) immediately if the Associated User is no longer affiliated with my agency/firm.

By signing below, I acknowledge that I have read, understand, and agree to the above conditions.

Signed _____ Date _____

Associated User Authorization Agreement (Section I)

For Notary Use Only

State of _____ and County of _____

I, _____ a Notary Public, do hereby certify that

on this ___ day of _____, 20____, personally appeared before me _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

Signed _____

Name, Typed or Printed: _____

My Commission Expires: _____

Agent Agreement Business Associate Addendum (Section II)

The Parties hereby agree as follows:

1. DEFINITIONS

1.1 Unless otherwise specified in this Addendum, all capitalized terms used in this Addendum not otherwise defined in this Addendum or otherwise in the Agreement have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "HIPAA") and ARRA, as each is amended from time to time. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum and that are defined in the Agreement shall have the respective meanings assigned to them in the Agreement. To the extent a term is defined in both the Agreement and in this Addendum, HIPAA or ARRA, the definition in this Addendum, HIPAA or ARRA shall govern.

1.2 "ARRA" shall mean Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§17921-17954, and any and all references in this Addendum to sections of ARRA shall be deemed to include all associated existing and future implementing regulations, when and as each is effective.

1.3 "Breach" shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exceptions set forth, in 45 C.F.R. 164.402.

1.4 "Business Associate" shall mean a contracted and/or appointed insurance Agent and/or Associated User.

1.5 For purposes of this Associated User Authorization Agreement and Agent Agreement Business Associate Addendum, all references to "Company" shall be defined to include each of the following companies with which the Principal noted above becomes appointed: American Retirement Life Insurance CompanySM, Central Reserve Life Insurance Company, Continental General Insurance Company, Great American Life Insurance Company®, Loyal American Life Insurance Company®, Provident American Life & Health Insurance Company, United Teacher Associates Insurance Company and SPJST.

1.6 "Compliance Date" shall mean, in each case, the date by which compliance is required under the referenced provision of ARRA and/or its implementing regulations, as applicable; provided that, in any case for which that date occurs prior to the effective date of this Addendum, the Compliance Date shall mean that effective date of this Addendum.

1.7 "Electronic Protected Health Information" ("ePHI") shall mean PHI as defined in Section 1.9 that is transmitted or maintained in electronic media.

1.8 "PHI" shall mean Protected Health Information, as defined in 45 C.F.R. § 160.103, and is limited to the Protected Health Information received from, or received or created on behalf of, the Company by Business Associate pursuant to performance of the Services.

1.9 "Privacy Rule" shall mean the federal privacy regulations issued pursuant to the Health Insurance

Portability and Accountability Act of 1996, as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).

1.11 "Security Rule" shall mean the federal security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).

1.12 "Services" shall mean, to the extent and only to the extent they involve the creation, use or disclosure of PHI, the services provided by Business Associate to the Company under the Agreement, as amended by written agreement of the Parties from time to time.

2. **RESPONSIBILITIES OF BUSINESS ASSOCIATE**

With regard to its use and/or disclosure of PHI, Business Associate agrees to:

2.1 use and/or disclose PHI only as necessary to provide the Services, as permitted or required by this Addendum, and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e) or as otherwise Required by Law.

2.2 implement and use appropriate administrative, physical and technical safeguards to (i) prevent use or disclosure of PHI other than as permitted or required by this Addendum; (ii) reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that Business Associate creates, receives, maintains, or transmits on behalf of the Company; and as of the Compliance Date of 42 U.S.C. § 17931, comply with the Security Rule requirements set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316.

2.3 without unreasonable delay, and in any event on or before the next business day after the date of its discovery by Business Associate, report to Company: (i) any use or disclosure of PHI not provided for by this Addendum of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii); and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(C).

2.4 without unreasonable delay, and in any event on or before the next business day after the date of its discovery by Business Associate, notify Company of any incident that involves an unauthorized acquisition, access, use, or disclosure of PHI, even if Business Associate believes the incident will not rise to the level of a Breach. The notification shall include, to the extent possible, and shall be supplemented on an ongoing basis with: (i) the identification of all individuals whose Unsecured PHI was or is believed to have been involved, (ii) all other information reasonably requested by Company to enable Company to perform and document a risk assessment in accordance with 45 C.F.R. Part 164 subpart D with respect to the incident to determine whether a Breach of Unsecured PHI occurred, and (iii) all other information reasonably necessary to provide notice to individuals, the Department of Health and Human Services and/or the media, all in accordance with the data breach notification requirements set forth in 42 U.S.C. § 17932 and 45 C.F.R. Parts 160 & 164 subparts A, D, & E as of their respective Compliance Dates. Notwithstanding the foregoing, in Company's sole discretion and in accordance with its directions, Business Associate shall conduct, or pay the costs of conducting, an investigation of any incident required to be reported under this Section 2.4 and shall pay the costs of providing, the required notices as set forth in this Section 2.4 or as may be required by state law and/or state and federal regulatory agencies.

2.5 require all of its subcontractors and agents that create, receive, maintain, or transmit PHI to agree, in writing, to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate; including but not limited to the extent that Business Associate provides ePHI to a subcontractor or

agent, it shall require the subcontractor or agent to implement reasonable and appropriate safeguards to protect the ePHI consistent with the requirements of this addendum and including, at a minimum, compliance with the requirements of Section 2.4.

2.6 make available its internal practices, books, and records relating to the use and disclosure of PHI to the Secretary of the Department of Health and Human Services for purposes of determining Company's compliance with the Privacy Rule.

2.7 document, and within thirty (30) days after receiving a written request from Company, make available to Company information necessary for Company to make an accounting of disclosures of PHI about an Individual or, when and as directed by Company, make that information available directly to an Individual, all in accordance with 45 C.F.R. § 164.528 and, as of its Compliance Date, in accordance with the requirements for accounting for disclosures made through an Electronic Health Record in 42 U.S.C. 17935.

2.8 provide access to Company, within thirty (30) days after receiving a written request from Company, to PHI in a Designated Record Set about an Individual, or when and as directed by Company, provide that access directly to an Individual, all in accordance with the requirements of 45 C.F.R. § 164.524.

2.9 notwithstanding Section 2.8, in the event that Business Associate in connection with the Services uses or maintains an Electronic Health Record of PHI of or about an Individual, then Business Associate shall provide an electronic copy (at the request of Company, and in the reasonable time and manner requested by Company) of the PHI, to Company or, when and as directed by Company, directly to an Individual or a third party designated by the Individual, all in accordance with 42 U.S.C. § 17935(e) as of its Compliance Date.

2.10 to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within thirty (30) days after a written request by Company, PHI for amendment and incorporate any amendments to the PHI as directed by Company, all in accordance with 45 C.F.R. § 164.526.

2.11 accommodate reasonable requests for confidential communications in accordance with 45 C.F.R. § 164.522(b), as directed by Company.

2.12 notify Company in writing within three (3) days after its receipt directly from an Individual of any request for an accounting of disclosures, access to, or amendment of PHI or for confidential communications as contemplated in Sections 2.7-2.11.

2.13 request, use and/or disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; provided, that Business Associate shall comply with 42 U.S.C. § 17935(b) as of its Compliance Date.

2.14 not directly or indirectly receive remuneration in exchange for any PHI as prohibited by 42 U.S.C. § 17935(d) as of its Compliance Date.

2.15 not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. § 17936(a) as of its Compliance Date.

2.16 not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. § 17936(b) as of its Compliance Date.

- 2.17 mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate that is not permitted by the requirements of this Addendum.
- 2.18 comply with all applicable federal, state and local laws and regulations.
- 2.19 not use, transfer, transmit, or otherwise send or make available, any PHI outside of the geographic confines of the United States of America without Company's advance written consent.
- 2.20 Privacy and Safeguards for Financial Data. Business Associate understands and acknowledges that to the extent it is a nonaffiliated third party service provider under the provisions of the Gramm Leach Bliley Financial Modernization Act of 1999 [hereinafter "GLBA"], as amended from time to time, and any requirements associated with such Act that may be enacted in any state, and that, in the performance of the contracted Services, Business Associate creates or receives Non-public Personal Information [hereinafter "NPI"], Business Associate (i) shall not use or disclose NPI for any purpose other than to perform the Services, (ii) shall implement proper administrative, technical, and physical safeguards designed to ensure the security and confidentiality of the NPI, protect against any anticipated threats or hazards to the security or integrity of the NPI and protect against unauthorized access to or use of the NPI that could result in substantial harm or inconvenience to any Individual; and (iii) shall, for as long as Business Associate has NPI, provide and maintain proper safeguards for the NPI in compliance with this Addendum and the GLBA.

3. TERMINATION AND COOPERATION

- 3.1 Termination. If either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of this Addendum then the non-breaching Party shall provide written notice of the breach or violation to the other Party that specifies the nature of the breach or violation. The breaching Party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the non-breaching Party within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the non-breaching Party may do the following:
- (i) if feasible, terminate the Agreement, including this Addendum; or
 - (ii) if termination of the Agreement is infeasible, report the issue to the Department of Health and Human Services.
- 3.2 Effect of Termination or Expiration. Within thirty (30) days after the expiration or termination for any reason of the Agreement and/or this Addendum, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's agents or subcontractors. To the extent return or destruction of the PHI is not feasible, Business Associate shall notify Company in writing of the reasons return or destruction is not feasible and, if Company agrees, may retain the PHI subject to this Section 3.2. Under any circumstances, Business Associate shall extend any and all protections, limitations and restrictions contained in this Addendum to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this Addendum, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.
- 3.3 Cooperation. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

4. MISCELLANEOUS

4.1 Contradictory Terms; Construction of Terms. Any other provision of the Agreement that is directly contradictory to one or more terms of this Addendum ("Contradictory Term") shall be superseded by the terms of this Addendum to the extent and only to the extent of the contradiction, only for the purpose of Company's compliance with HIPAA and ARRA, and only to the extent reasonably impossible to comply with both the Contradictory Term and the terms of this Addendum. The terms of this Addendum to the extent they are unclear shall be construed to allow for compliance by Company with HIPAA, ARRA and GLBA.

4.2 Survival. Sections 3.2, 3.3, 4.1, and 4.2 and shall survive the expiration or termination for any reason of the Agreement and/or of this Addendum.

Agent Agreement Business Associate Addendum (Section II)

By signing below, I acknowledge that I have read, understand, and agree to the above conditions.

Signed _____ Date _____

For Notary Use Only

State of _____ and County of _____

I, _____ a Notary Public, do hereby certify that

on this ___ day of _____, 20____, personally appeared before me _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

Signed _____

Name, Typed or Printed: _____

My Commission Expires: _____