BUSINESS ASSOCIATE AGREEMENT

State of Wisconsin

Department of Employee Trust Funds

This Business Associate Agreement ("Agreement") is by and between Vendor, Inc. ("BUSINESS ASSOCIATE") and the Wisconsin Department of Employee Trust Funds ("ETF"), which is acting on behalf of the State of Wisconsin.

RECITALS

WHEREAS, ETF and BUSINESS ASSOCIATE have executed a contract, pursuant to which BUSINESS ASSOCIATE provides Third Party Administration of Dental Insurance for ETF, ("Underlying Contract"), and in connection with those services, ETF discloses or allows the disclosure to BUSINESS ASSOCIATE of certain information that is protected by the Health Insurance Portability and Accountability Act of 1996, ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 as passed as part of the American Recovery and Reinvestment Act of 2009 ("HITECH"), and their implementing regulations, Title 45, Parts 160 through 164 of the Code of Federal Regulations;

WHEREAS, with respect to BUSINESS ASSOCIATE's activities pursuant to the Underlying Contract, BUSINESS ASSOCIATE is ETF's "Business Associate" as that term is defined by HIPAA;

WHEREAS, it is the intent of this Agreement to comply with the federal regulations implementing HIPAA and HITECH concerning the privacy and security rules in 45 C.F.R. Parts 160 to 164, inclusive; and

WHEREAS, ETF and BUSINESS ASSOCIATE agree to incorporate the terms of this Agreement into the Underlying Contract and agree to incorporate this Agreement into any associated addenda and contract extensions, in order to comply with HIPAA and HITECH.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements in this Business Associate Agreement, ETF and BUSINESS ASSOCIATE agree to the following:

Part 1 - OBLIGATIONS OF BUSINESS ASSOCIATE

A. Uses and Disclosures. BUSINESS ASSOCIATE may use or disclose Protected Health Information ("PHI") it creates for or receives from ETF or any other Business Associate of ETF for only the following, limited purposes:

1. Permitted Uses and Disclosures of PHI. BUSINESS ASSOCIATE is permitted to use and disclose PHI:
   (a) To provide Third Party Administration of Dental Insurance for ETF according to the Underlying Contract.

(b) Subject to the limitations on Uses and Disclosures outlined in this Business Associate Agreement, BUSINESS ASSOCIATE is authorized to use and disclose PHI as necessary for BUSINESS ASSOCIATE's proper management and administration, to carry out BUSINESS ASSOCIATE's legal responsibilities, and as otherwise required by law.

2. Prohibition on Unauthorized Use or Disclosure. BUSINESS ASSOCIATE will not use or disclose PHI it creates for or receives from ETF or from another Business Associate of ETF, except as authorized or required by this Agreement or as required by law or as otherwise authorized in writing by ETF, including marketing and solicitation of business outside the Underlying Contract and disclosure of such information to a Third Party.
3. Regulations and Laws. BUSINESS ASSOCIATE will comply with:
   (a) 45 C.F.R. Parts 160 to 164, inclusive, as applicable to a "Business Associate" of a "Covered Entity" and any other regulations adopted pursuant to HIPAA and HITECH; and
   (b) Applicable Wisconsin Law not preempted by 45 C.F.R §§ 160.201 to 160.203, inclusive, or any other federal law.

B. Compliance with Standard Transactions.

1. Standard Transactions Conducted By BUSINESS ASSOCIATE. If BUSINESS ASSOCIATE conducts, in whole or in part, transactions, for or on behalf of ETF that are covered by 45 C.F.R Part 162, BUSINESS ASSOCIATE will comply with the applicable HIPAA transactions standards, and will require any subcontractor or agent involved with the conduct of such transactions to provide reasonable assurances, evidenced by written contract, that it will comply with each applicable requirement of 45 CFR Part 162. Further, BUSINESS ASSOCIATE will require that each of its subcontractors or agents provide assurances, by written contract, that it will not enter into a Trading Partner Agreement, in connection with its conduct of Standard Transactions for and on behalf of ETF that:

   (a) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;

   (b) Adds any data element or segment to the maximum data set;

   (c) Uses any code or data element that either is not in the Standard Transaction's implementation specification or is marked "not used" by the Standard Transaction's implementation specifications;

   (d) Changes the meaning or intent of the Standard Transaction's implementation specifications; or

   (e) Otherwise violates 45 CFR §162.915.

2. Communications Between the Parties. Communications between ETF and BUSINESS ASSOCIATE that are required to meet HIPAA transactions standards will meet the standards set by 45 CFR Part 162. For all other communications, the forms, tape formats or electronic formats used shall be those mutually agreed upon by ETF and BUSINESS ASSOCIATE.

C. Information Safeguards. BUSINESS ASSOCIATE will develop, implement, maintain and use reasonable and appropriate administrative, technical and physical safeguards to preserve the integrity and confidentiality of PHI under the control of BUSINESS ASSOCIATE, and to prevent intentional or unintentional non-permitted or violating use or disclosure of PHI. BUSINESS ASSOCIATE will document and keep these safeguards current and furnish documentation of the safeguards to ETF upon request. These safeguards will comply with HIPAA, HITECH and their implementing regulations.

D. Reporting of Breach, Improper Use or Disclosure. BUSINESS ASSOCIATE will report to ETF the discovery of any breach, use or disclosure of PHI, not allowed by this Agreement or in violation of 45 C.F.R. Part 164 or HITECH. A breach, improper use or disclosure ("Security Violation") is considered to be discovered as of the first day on which such Security Violation is known to BUSINESS ASSOCIATE, or, by exercising reasonable diligence, would have been known to BUSINESS ASSOCIATE.

1. Within one business day of the discovery, BUSINESS ASSOCIATE shall notify ETF's Privacy Officer about the Security Violation and all facts that are known to the BUSINESS ASSOCIATE about the Security Violation at that time.
2. Within four business days of the discovery, BUSINESS ASSOCIATE shall conduct a thorough investigation and report to ETF in writing the following information:
    (a) The name and contact information of each individual whose PHI has been or is reasonably believed to have been accessed, acquired or disclosed during the Security Violation.
    (b) A description of what happened, including the date of the Security Violation, if known, and the date of the discovery of the Security Violation.
    (c) A description of the types of PHI that were involved in the Security Violation (e.g., full name, date of birth, Social Security number, account number).
    (d) The actions BUSINESS ASSOCIATE has undertaken or will undertake to mitigate any harmful effect of the Security Violation.
3. At ETF's option, BUSINESS ASSOCIATE will be responsible for notifying individuals of the Security Violation when ETF requires notification and to pay any cost of such notifications, as well as any costs associated with the

Security Violation, including, without limitation, credit monitoring services.

(a) BUSINESS ASSOCIATE must obtain ETF's approval of the time, manner and content of any such notifications, provide ETF with copies of the notifications, and provide the notifications within sixty (60) days after discovery of the breach, improper use or disclosure.

(b) BUSINESS ASSOCIATE shall have the burden of demonstrating to ETF that all notifications were made as required, including any evidence demonstrating the necessity of any delay beyond the 60 day notification to affected individuals after the discovery of the Security Violation by ETF or BUSINESS ASSOCIATE.

E. Duty to Mitigate Harmful Effects of Unauthorized Acquisition. BUSINESS ASSOCIATE will mitigate, as required by HIPAA, HITECH, state law and this Agreement, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a breach, improper use or unauthorized disclosure reported pursuant to subsection D.

F. Minimum Necessary. BUSINESS ASSOCIATE will make reasonable efforts to use, disclose, or request only the minimum amount of PHI necessary to accomplish the intended purpose and shall comply with regulations issued pursuant to HIPAA and HITECH. Internal disclosure of PHI to employees of BUSINESS ASSOCIATE shall be limited only to those employees who need the information and only to the extent necessary to perform their responsibilities according to the Underlying Contract and this Agreement.

G. Disclosure to Subcontractors and Agents. BUSINESS ASSOCIATE shall require any of its agents or subcontractors to provide reasonable assurance, evidenced by written contract, that the agent or subcontractor will comply with the same privacy and security obligations as BUSINESS ASSOCIATE with respect to such PHI. Before entering into such a contract with an agent or subcontractor, BUSINESS ASSOCIATE shall obtain ETF's written approval of the contract.

H. Access, Amendment and Disclosure Accounting.

1. Access. At the direction of ETF, BUSINESS ASSOCIATE agrees to provide access to any PHI held by BUSINESS ASSOCIATE, in the time and manner designated by ETF, so that ETF may meet its access obligations under HIPAA and HITECH. All fees related to this access, as determined by BUSINESS ASSOCIATE, are the responsibility of the individual requesting the access.
2. Amendment. At the direction of ETF, BUSINESS ASSOCIATE agrees to amend or correct PHI held by BUSINESS ASSOCIATE, in the time and manner designated by ETF, so that ETF may meet its amendment obligations pursuant to HIPAA and HITECH. All fees related to this

amendment, as determined by BUSINESS ASSOCIATE, are the responsibility of the individual requesting the access.

3. Documentation of Disclosures. BUSINESS ASSOCIATE agrees to document disclosures of PHI and information related to disclosures so that ETF may meet its obligations under HIPAA and HITECH.
4. Accounting of Certain Disclosures. BUSINESS ASSOCIATE shall maintain a process to provide ETF an accounting of disclosures of PHI for as long as BUSINESS ASSOCIATE maintains PHI received from or on behalf of ETF. BUSINESS ASSOCIATE agrees to provide to ETF or to an individual, in a time and manner designated by ETF, information collected in accordance with Subsection 3 above, to permit ETF to properly respond to a request by an individual for an accounting of disclosures pursuant to HIPAA and HITECH.
    (a) Each accounting will provide:
        i. The date of each disclosure;
        ii. The name and address of the organization or person who received the PHI;
        iii. A brief description of the PHI disclosed; and
        iv. For disclosures other than those made at the request of the subject, the purpose for which the PHI was disclosed and a copy of the request or authorization for disclosure.
    (b) For repetitive disclosures that BUSINESS ASSOCIATE makes to the same person or entity, including ETF, for a single purpose, BUSINESS ASSOCIATE may provide:
        i. The disclosure information for the first of these repetitive disclosures;
        ii. The frequency or number of these repetitive disclosures; and
        iii. The date of the last of these repetitive disclosures.
    (c) BUSINESS ASSOCIATE will make a log of this disclosure information available to ETF within five (5) business days of ETF's request.
    (d) BUSINESS ASSOCIATE need not record disclosure information or otherwise account for disclosures of PHI if:
        i. The disclosures are allowed under this Agreement or are expressly authorized by ETF in another written document; and
        ii. The disclosures are for one of the following purposes:
            1. Treatment, Payment or Health Care Operations that are not made through an Electronic Health Record;
            2. In response to a request from the Individual who is the subject of the disclosed PHI, or to that Individual's Personal Representative;
            3. Made to persons involved in the health care or

payment for the health care of the Individual who is the subject of the disclosed PHI;

4. For notification for disaster relief purposes;
5. For national security or intelligence purposes;
6. As part of a Limited Data Set; or
7. To law enforcement officials or correctional institutions regarding inmates.

5. Disclosure Tracking Periods. Except as otherwise provided in this paragraph, BUSINESS ASSOCIATE must have available to ETF the disclosure information required by this section, but in no case will BUSINESS ASSOCIATE be required to have available information from:

(a) More than six (6) years before ETF's request for the disclosure information; or

(b) Any period during which BUSINESS ASSOCIATE did not provide services to ETF.

I. Accounting to ETF and Government Agencies. BUSINESS ASSOCIATE will make its internal practices, books, and records relating to its use and disclosure of PHI available to ETF to provide to the U.S. Department of Health and Human Services (HHS) in a time and manner designated by HHS for the purpose of determining ETF's compliance with HIPAA and HITECH. BUSINESS ASSOCIATE shall promptly notify ETF of any inquiries made to it by HHS concerning ETF's compliance with HIPAA.

PART 2 – ETF OBLIGATIONS

A. Changes in Permissions to Use and Disclose PHI. ETF shall promptly notify BUSINESS ASSOCIATE of any change in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such change may affect BUSINESS ASSOCIATE's use or disclosure of such PHI.

B. Changes in ETF's Notice of Privacy Practices. ETF shall provide BUSINESS ASSOCIATE with a copy of ETF's Notice of Privacy Practices and shall notify BUSINESS ASSOCIATE of any change made to the Notice of Privacy Practices, to the extent that such change may affect BUSINESS ASSOCIATE's efforts to comply with this Agreement.

C. Changes in Wisconsin Law. ETF shall notify BUSINESS ASSOCIATE of any relevant change in Wisconsin law, to the extent that such change may affect BUSINESS ASSOCIATE's efforts to comply with this Agreement.

PART 3 - TERM, TERMINATION AND AMENDMENT

A. Term. This Agreement becomes effective on the effective date of the Underlying Contract. The Agreement is co-extensive with the term of the Underlying Contract, including any extensions made to the original Underlying Contract.

B. Reasonable Steps to Cure Breach and Termination for Breach. ETF may provide BUSINESS ASSOCIATE with an opportunity to cure the material breach. If these efforts to cure the material breach are unsuccessful, as determined by ETF in its sole discretion, ETF may terminate the Underlying Contract and this Agreement, as soon as administratively feasible.

C. Effect of Termination: Return or Destruction of PHI. Upon termination, cancellation, expiration, or other conclusion of the Underlying Contract, BUSINESS ASSOCIATE shall:

1. Return to ETF or, if return is not feasible, destroy all PHI in whatever form or medium that BUSINESS ASSOCIATE received from or created on behalf of ETF. This provision shall also apply to all PHI that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE. In such case, BUSINESS ASSOCIATE shall retain no copies of such information, including any compilations derived from and allowing identification of PHI. BUSINESS ASSOCIATE shall complete such return or destruction as promptly as possible, but not more than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, BUSINESS ASSOCIATE shall certify on oath in writing to ETF that such return or destruction has been completed.

2. If BUSINESS ASSOCIATE destroys PHI, destruction shall be done with the use of technology or methodology that renders the PHI unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in HHS guidance for the destruction of Protected Health Information. Acceptable methods for destroying PHI include: (i) paper, film, or other hard copy media shredded or destroyed in order that Personal Information cannot be read or reconstructed; and (ii) electronic media cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST). HHS specifically excluded redaction as a method of destruction of Protected Health Information, unless the information is properly redacted so as to be fully de-identified.

3. If BUSINESS ASSOCIATE believes that the return or destruction of PHI is not feasible, BUSINESS ASSOCIATE shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is not feasible, BUSINESS ASSOCIATE shall extend the protections of this Agreement to PHI received from or created on behalf of ETF, and limit further uses and disclosures of such PHI, for so long as BUSINESS ASSOCIATE maintains the PHI.

D. Agreement to Amend the Business Associate Agreement. The parties to this Agreement and the Underlying Contract acknowledge that amendment to this Agreement may be required to provide for procedures to ensure compliance with new developments in HIPAA and HITECH laws.

1. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, HITECH and their implementing regulations.
2. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, HITECH and applicable federal regulations.
3. If this Agreement is not amended by the effective date of any final regulation or amendment to final regulations with respect to HIPAA and HITECH, this Agreement will automatically be amended on such effective date such that the obligations they impose on BUSINESS ASSOCIATE remain in compliance with the regulations then in effect.

PART 4 – GENERAL PROVISIONS

A. Conflict. The provisions of this Agreement override and control any conflicting provision of the Underlying Contract regarding the applicability and interpretation of HIPAA or HITECH as it applies to the Vendor as a BUSINESS ASSOCIATE of ETF. All non-conflicting provisions of the Underlying Contract remain in full force and effect.

B. Documentation. All documentation that is required by this Agreement or by 45 C.F.R. Part 164 will be retained by BUSINESS ASSOCIATE for six (6) years from the date of creation or when it was last in effect, whichever is longer.

C. Survival. The parties' obligations and rights, with respect to BUSINESS ASSOCIATE's engagement to provide services, will be unaffected by the termination of the Underlying Contract and this Agreement