ISMIE Mutual Insurance Company
The Physician-First Service Insurer

ATTN: UNDERWRITING DIVISION
Twenty North Michigan Ave.
Suite 700
Chicago, IL 60602
Telephone 312-782-2749
Toll Free 800-782-4767
Fax 312-782-2023
www.ismie.com
E-mail: underwriting@ismie.com

PRACTICE LOCATION FORM

Physician Name _____ **Processing/Policy Number**_____

Please complete this form to provide detailed information regarding your practice location(s). Please copy this page for additional locations. Please include facility code(s) to identify all that are applicable.

Facility Codes (Please indicate all that apply)
01- Physician Office
02- Hospital
03- Extended Hour Walk-In Clinic
04- Surgicenter
05- Day Spa / Medi-Spa
06- Nursing Home/Extended Care Facility
07-HMO, IPA, PPO
08-Urgent Care Center
09-Clinic with overnight stays
10-Industrial Clinic
11- Government Location
12-Weight Reduction Clinic
13-Pharmacy
14-Abortion Clinic
15-Drug Control Clinic
16-Commercial Laboratory
17-Other

Office/Facility Name: _____

Facility Code: _____

Address: _____

Suite/Room Number: _____

City, State, Zip: _____

County: _____ **Telephone:** _____

Is this your primary location? **Yes** ☐ **No** ☐

Distance from Home: **Miles** _____ **Minutes** _____

Does this facility own or operate a Pharmacy at this location?
Yes ☐ **No** ☐

If "Yes", indicate the name of the company that provides Druggist Liability/Pharmacist Liability Insurance.

Is ISMIE Mutual Insurance desired for this location?

Yes ☐ **No** ☐

If "No," describe activity not to be covered and state by whom insured:

_____

_____

Average number of patients per week: _____

***Average weekly practice time at this location:** _____

***Base your answer on time devoted to all clinical patient care including completion of medical records, consultations, and in hospital on-call time.**

_____.

1) Administrator/Contact Person:_____Title:_____

2) Medical Director:_____

3) Owner/Operator of the Facility:_____

4) Is the facility incorporated? Yes _____ No _____
If "Yes," please provide full legal entity name:_____

5) Does the facility maintain Professional Liability insurance? Yes _____ No _____
If "yes," please provide name of carrier and policy limits:_____

6) Are the Allied Health Personnel covered under the facility's policy? Yes _____ No_____
If "No," please describe how coverage is verified by the facility: _____
_____

7) Are all physicians who work at this facility required to carry Professional Liability insurance?
Yes_____No_____ If "Yes," please describe how coverage is verified by the facility
_____

_____

8) If the facility is a "not for profit" organization, who provides funding? _____

_____

9) Please provide a census of all physicians who are providing services at this facility and attach it to this form.

10) What is the physician's practice relationship to this facility (i.e. employee, shareholder)?_____
a.) Is there a contract between the physician and the facility? Yes _____ No _____
If "yes", please provide an executed copy.

11) Please describe how the facility operates (e.g. name in which services are billed for, services offered at the facility, etc.) _____
_____
_____

12) Does the physician rent or lease space? Yes _____ No _____

13) Does the physician only see his/her own patients? Yes _____ No _____

14) Does the physician treat other physicians' patients at this facility? Yes _____ No _____

15) Is there a patient brochure for the facility? Yes _____ No _____
If "Yes," please attach a sample.

Representation, Authorization and Release

(Please read carefully)

REPRESENTATION

I hereby represent that the information contained on this form is complete and true and that no material facts which are reasonably likely to influence the judgment of ISMIE Mutual in considering this information have been omitted. *I agree that this shall be the basis of the policy of insurance requested and that I will notify ISMIE Mutual of any changes contained herein.*

FRAUD NOTICES

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO ALABAMA APPLICANTS: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.

NOTICE TO ALASKA APPLICANTS: Any person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

NOTICE TO ARIZONA APPLICANTS: For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

NOTICE TO ARKANSAS APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud, which is a crime.

NOTICE TO CALIFORNIA APPLICANTS: For your protection California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

NOTICE TO DELAWARE APPLICANTS: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

NOTICE TO IDAHO APPLICANTS: Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

NOTICE TO INDIANA APPLICANTS: A person who knowingly and with intent to defraud and insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

NOTICE TO KENTUCKY APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

NOTICE TO LOUISIANA, NEW MEXICO AND RHODE ISLAND APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.

NOTICE TO MARYLAND APPLICANTS: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MINNESOTA APPLICANTS: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NOTICE TO NEW HAMPSHIRE APPLICANTS: Any person who, with a purpose to injure, defraud, or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW YORK APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the state value of the claim for each such violation.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO OREGON APPLICANTS: Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO PUERTO RICO APPLICANTS: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, will be sanctioned for each violation with a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty may be increased to a maximum of five (5) years, if attenuating circumstances are present, it may be reduced to a minimum of two (2) years.

NOTICE TO TEXAS APPLICANTS: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

NOTICE TO WEST VIRGINIA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

HIPAA DISCLOSURE
ISMIE Mutual Insurance Company and its affiliates shall act as business associates of policyholder(s) with respect to the receipt, use and disclosure of protected health information. The Business Associate Agreement is hereby incorporated by reference.

AUTHORIZATION
I acknowledge that as a condition precedent to acceptance of this form and any future renewal thereof, ISMIE Mutual or its duly authorized representative may conduct an inquiry or investigation of my professional background, qualifications and competence, including such other underwriting or claim matters as are deemed relevant for this insurance. I expressly consent to any such inquiry and investigation and hereby authorize the release and exchange of information pertaining to such inquiry and investigation between any professional organizations in which I am or have been a member, my/their insurance agents or consultants, any hospitals at which I hold or have ever held staff privileges or have had an application for staff privileges denied, any state licensing agency, any attending or treating physician, any prior insurance carriers and ISMIE Mutual, or its duly authorized representative. I hereby release and discharge the aforementioned providers of information, ISMIE Mutual, its duly authorized review committee from any and all legal liability which might otherwise be incurred as a result of any communications, reports, disclosures and recommendations made or any acts performed, in good faith, in connection with any inquiry or investigation initiated by ISMIE Mutual or its duly authorized representative**.** I authorize ISMIE Mutual or its duly authorized representative to provide information regarding my professional liability history and to issue Certificates of Insurance to those hospitals, managed care entities or other organizations to which I am affiliated or have applied. I consent and agree to the exchange of information regarding my professional liability policy between my present/future employer and ISMIE Mutual or its duly authorized representative. In the event that my insurance premiums are paid by my present/future employer and the practice relationship between myself and my employer is severed at any time during the policy period for any reason, including but not limited to cancellation of my policy, it is agreed that any and all remaining insurance premiums, including any return premium due, as of the severance date of the practice relationship, shall be the property of the employer. Communication regulations require that certain entities, including ISMIE Mutual and its affiliates, obtain written consent to share or distribute policyholder information via regular mail, e-mail, and facsimile. By signing this consent and authorization, you are agreeing to receive promotional notices or solicitation of the availability of goods, services, membership, and opportunities related to the practice of medicine from ISMIE Mutual and its affiliates.

_____	_____	_____
Name (*please print*)	Signature	Date

A photostatic, imaged or other electronic copy of this Representation, Authorization and Release shall be considered as effective and as valid as the original.

_____	_____	_____
Insurance Agent/Producer/Broker (*please print*)	Signature	Date

ISMIE MUTUAL INSURANCE COMPANY
BUSINESS ASSOCIATE AGREEMENT (B)
REVISED 2017

This Business Associate Agreement ("Agreement") is between ISMIE Mutual Insurance Company, and all affiliates and subsidiaries ("ISMIE"), 20 North Michigan Avenue, Suite 700, Chicago, IL 60602, and the "Covered Entity" (as such term is defined below) set forth on the attached application for insurance. This Agreement is to memorialize the relationship between ISMIE and Covered Entity and the terms that govern the use and disclosure of Protected Health Information to ISMIE from Covered Entity consistent with HIPAA and the HITECH Act (as defined below) and the regulations promulgated thereunder.

I. DEFINITIONS

A. Business Associate. "Business Associate" shall mean ISMIE Mutual Insurance Company, and all affiliates and subsidiaries.

B. Covered Entity. "Covered Entity" shall mean, with respect to ISMIE: (a) prior insureds, (b) insureds, (c) all persons or entities applying for insurance coverage, (d) all insureds by reporting endorsement.

C. Electronic Protected Health Information. "Electronic protected health information" shall have the meaning found in the Security Rule. [45 CFR § 160.103.]

D. HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-91).

E. HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII of the American Recovery and Reinvestment Act of 2009, P.L. 111-5).

F. Individual. "Individual" shall mean a person who is the subject of protected health information and includes a personal representative who under law has authority to make health decisions for another person. [45 CFR § 164.502(g)].

G. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at [45 CFR Part 160 and Part 164, Subparts A and E].

H. Protected Health Information. "Protected Health Information" shall mean individually identifiable health information that is transmitted or maintained in any form or medium, limited to the information created or received by Business Associate from or on behalf of Covered Entity. [45 CFR § 160.103.].

I. Required By Law. "Required By Law" shall mean a mandate contained in law that compels use or disclosure of protected health information and that is enforceable in a court of law including but not limited to subpoenas. [45 CFR § 164.103].

J. Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR § 164.304.

K. Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

L. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

M. Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as "unsecured protected health information" in 45 CFR § 164.402.

N. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules (which include the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164): Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Subcontractor and Use.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law, such as mandated reports to the Illinois Department of Insurance, Illinois Department of Financial and Professional Regulation or National Practitioner Data Bank.

B. Business Associate agrees to use appropriate safeguards to prevent unauthorized use or disclosure of the Protected Health Information other than as provided for by this Agreement and to comply with subpart C of Part 164 of the Security Rule, where applicable, with respect to electronic Protected Health Information.

C. 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 of which Business Associate becomes aware in violation of the requirements of this Agreement.

D. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured Protected Health Information as required by 45 CFR § 164.410.

E. 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 Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information by entering into a written agreement with any agent or subcontractor that complies with 45 CFR 164.504(e)(2).

F. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by

Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, upon 10 business days written notice during regular business hours of 10am - 3 pm or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

G. Business Associate agrees to provide an Individual, within 30 days of a written notice, access to inspect Protected Health Information about the Individual maintained in a designated record set in Business Associate's possession, or provide to an Individual, or their designee, an electronic copy of the Individual's Protected Health Information, in order to meet the requirements under 45 CFR § 164.524.

H. Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set in its possession that the Covered Entity directs or agrees to, within 60 days of receiving a written notice from Covered Entity or an Individual. [45 CFR § 164.526].

I. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information. Business Associate agrees to provide to Covered Entity or an Individual, upon 10 business days of receipt of a written request for an accounting of disclosures, such information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information. [45 CFR § 164.528 and HITECH Act § 13405(c)].

J. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by the Security Rule, and to require its workforce to comply with subpart C of Part 164. Business Associate will reasonably and appropriately protect against reasonably anticipated threats or hazards to the security or integrity of such information. Business Associate acknowledges that the safeguards include those specified in 45 CFR § 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), and 164.316 (Policies and Procedures and Documentation Requirements). Business Associate will also reasonably and appropriately protect against any reasonably anticipated uses or disclosures that are not permitted or required under the Privacy Rule.

K. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information, agrees in writing to implement reasonable and appropriate safeguards to protect it.

L. Business Associate agrees to report to Covered Entity any Security Incident involving electronic Protected Health Information of which it becomes aware. [45 CFR § 164.314].

M. Business Associate shall not use or disclose Protected Health Information for marketing communications (as "marketing" is defined in 45 CFR 164.501).

N. Business Associate agrees to the prohibition on the sale of Protected Health Information without authorizations unless an exception under § 13405(d) of the HITECH Act applies.

O. Business Associate shall only disclose the minimum amount of Protected Health Information necessary to accomplish the purpose of the disclosure under HITECH Act § 13405(b) and any regulations or guidance issued by the Secretary regarding minimum necessary requirements.

P. Business Associate will comply with an Individual's request for restrictions on the use or disclosure of Protected Health Information to health plans for payment or health care operations purposes when the health care provider has been paid out of pocket in full consistent with HITECH Act § 13405(a) and Business Associate has been notified of the request for restriction by the health care provider, Covered Entity or the Individual, and the disclosure is not required by law.

Q. Business Associate will comply with, to the extent required, the requirements relating to the provision of access to certain Protected Health Information in electronic format under the HITECH Act § 13405(e).

R. To the extent Business Associate is to carry out an obligation of Covered Entity under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE – GENERAL USE AND DISCLOSURE PROVISIONS

A. Except as otherwise limited in this Agreement or required by applicable law, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, Covered Entity, in order for Business Associate to carry out its obligations under this Agreement, including but not limited to the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity:

1. Underwriting professional liability insurance.
2. Managing professional liability claims.
3. Providing risk management services.
4. Investigating any reported incidents.
5. Professional liability research and study.

B. Except as otherwise limited in this Agreement or required by applicable law, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity, in order for Business Associate to carry out is obligations under this Agreement or as specified in a currently issued ISMIE Insurance policy, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

IV. SPECIFIC USE AND DISCLOSURE PROVISIONS

A. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

B. 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 promptly notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. [45 CFR § 164.504(e)(4)(ii)(B)].

C. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity. [45 CFR § 164.504(e)(2)(i)(B)].

D. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities [45 CFR § 164.502(j)(1)].

E. Business Associate shall disclose Protected Health Information when required by the Secretary to investigate or determine Business Associate's compliance with subpart C of Part 160 of the Security Rule.

F. Business Associate shall disclose Protected Health Information to Covered Entity, an Individual, or the Individual's designee as necessary to satisfy the Covered Entity's obligations with respect to an Individual's request for an electronic copy of Protected Health Information.

V. OBLIGATIONS OF COVERED ENTITY – PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF RESTRICTIONS

A. Covered Entity shall promptly notify Business Associate in writing and in advance of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information. [45 CFR § 164.522].

A. Covered Entity shall promptly notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity 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.

B. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

B. Covered Entity shall only disclose to Business Associate the minimum amount of Protected Health Information necessary to accomplish the purpose of the disclosure to Business Associate in accordance with 45 CFR § 164.514(d) and HITECH Act § 13405(b) and any regulations or guidance issued by the Secretary regarding minimum necessary requirements.

VI. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity 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 Covered Entity. The Business Associate may use or disclose protected health information for data aggregation or management and administrative activities of Business Associate.

VII. TERM AND TERMINATION

A. Term. The Term of this Agreement shall be effective when Covered Entity submits to Business Associate an application for insurance, and Business Associate accepts and approves such application, and for the period the Covered Entity is insured by ISMIE, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity for purposes as delineated in III A herein, is returned to Covered Entity or destroyed, 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.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall:

1. Provide written notice of 45 days for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within such 45 day period;

2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

C. Effect of Termination.

1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. 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, except as required by law.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon notice that the return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes stated for so long as Business Associate maintains such Protected Health Information, except as required by law.

D. Automatic Termination. Subject to the terms set forth in this Section 7, this Agreement shall automatically terminate if Covered Entity is no longer a member of ISMIE in good standing.

VIII. MISCELLANEOUS

A. Regulatory References. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

B. Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA or the HITECH Act or any applicable regulations with regard to such laws.

C. Survival. The respective rights and obligations of Business Associate under Section VII (C) of this Agreement shall survive the termination of this Agreement.

D. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with HIPAA or the HITECH Act, or any other applicable regulations with regard to such laws.

E. Notice. Any notice required to be given to either party shall be made in writing to the address set forth on Covered Entity's application for insurance, or the last known address of the receiving party.

ISMIE Mutual Insurance Company
20 North Michigan Avenue, 7th Floor
Chicago, IL 60602
ATTN: HIPAA Privacy and Security Officer
Robert John Kane

ISMIE Mutual Insurance Company
20 North Michigan Avenue, 7th Floor
Chicago, IL 60602
ATTN: HIPAA Assistant Security Officer
Stephen Maes

IX. RED FLAG POLICY

ISMIE has adopted an Identity Theft Policy to assist in identifying, detecting, and mitigating risks of identity theft affecting insureds of ISMIE. This policy is intended to comply with the requirements of the Federal Trade Commission's Identity Theft Rules (the "Red Flag Rules") (16 CFR § 681) which is a result of the Fair and Accurate Credit Transactions Act of 2003.

X. HHS BREACH NOTIFICATION

Subject to the law enforcement delay exception contained in 45 CFR § 164.412, Business Associate agrees to notify Covered Entity without unreasonable delay, but in no event later than 45 days, following the discovery of a breach of unsecured Protected Health Information and in accordance with the breach notification requirements set forth in 45 CFR § 164.410. "Breach" shall have the same meaning as the term "breach" in 45 CFR § 164.402. Business Associate will reimburse Covered Entity for the direct costs of complying with the federal breach notification requirements resulting from a breach caused by Business Associate but in no event shall Business Associate be liable to Covered Entity or any third party for any indirect or consequential damages associated or related to any Breach.

ISMIE Mutual Insurance Company

HIPAA Privacy and Security Officer
Robert John Kane

(2/05, A 4/09, A 10/09, A 12/10, 3/13, A/17)