

**MID-AMERICA ASSOCIATES, INCORPORATED
PRODUCER'S COMMISSION CONTRACT**

This Producer's Commission Contract and accompanying Exhibits and Appendixes which are attached hereto and incorporated herein (collectively referred to as the "Agreement") is made and entered into this _____ day of _____, _____ (the "Effective Date"), by and between MID-AMERICA ASSOCIATES, INC. (hereinafter called the Company) and _____ (hereinafter called the Producer).

The Company agrees to pay to the Producer, as full compensation, commissions on premiums and administration fees paid to the Company on account of stop-loss policies issued and plan administration services procured under this contract, in accordance with the applicable Commission Schedule attached and in force at that time, and in accordance with the Company's rules and subject to the terms and conditions of this contract.

GENERAL PROVISIONS

1. The Producer shall have no claim for commission on any business unless the Producer actually solicited the application and his name is recorded on the Company's records as the Producer of Record.
2. The Company shall have the right, at all times, to offset against any sum due the Producer hereunder, any debt, obligation or liability due or owing by the Producer to the Company or to a plan sponsor.
3. The Commission Schedule may change at any time, upon written notice from the Company to the Producer.
4. The Producer has no authority to do, and warrants the Company that he has not done and will not do any of the following: (1) make, alter or discharge any contract, stop-loss policy, plan or receipt, nor waive any forfeiture, provision or condition thereof; (2) receive any monies on behalf of the Company except the initial deposit to be forwarded with the application for coverage and then only upon strict compliance with the terms and conditions of the receipts, stop-loss policies and contracts issued by the Company and with the rules of the Company; (3) rebate or offer to rebate any part of a premium or administration fee; (4) issue or circulate any advertising materials, circulars, pamphlets or any other release relating to the Company unless the same shall have been authorized and approved in writing by the Company; (5) make any misrepresentation or incomplete comparison for the purpose of including a plan sponsor, group account or covered person in this or any other company to covert, lapse, forfeit or surrender his plan coverage therein or for any other purposes; (6) bind or obligate the Company or subject the Company to any liability unless specifically authorized in writing by the Company; (7) perform any act on behalf of the Company which violates or in such a manner as to violate any applicable State, Federal or Local law, regulation, ruling or guideline; (8) incur any indebtedness or liability on behalf of the Company unless authorized by the Company to do so in writing; (9) extend the time of payment of any stop-loss premium or administration fees; (10) intentionally make any misstatement about the Company or its products to any plan sponsor or prospective plan sponsor; (11) or institute, prosecute or maintain any legal proceedings in connection with any matter pertaining to the Company's business.
5. Commissions shall be payable continuously hereunder so long as the Producer: (1) is recognized by the plan sponsor as agent, broker or Producer of Record; (2) services said plan in manner satisfactory to the Company; (3) is a full-time insurance agent and is in compliance with applicable state licensing laws; (4) and is not in violation with General Provision #3 of this

contract. (5) In the event of the death of the Producer (if the Producer is an individual), any commissions accrued at his date of death or that would have accrued had he not died, shall be payable to his surviving spouse, and upon death of the spouse, to the estate of the spouse. If the Producer dies without a surviving spouse, such commissions shall be payable to the estate of the Producer.

6. No assignment, transfer or sale of this contract shall be valid or binding upon the Company.
7. The Producer shall at all times be an independent contractor, and nothing herein contained shall be construed to create the relationship of employer and employee between the Company and the Producer. The Producer shall be free to exercise independent judgment as to the time and manner in which it may perform the services authorized to be performed under this contract, but the Company may from time to time prescribe rules and regulations with respect to the conduct of the business covered hereby, providing same do not interfere with such freedom of action of the Producer. It is agreed that if any training, materials, sales aids or similar service are furnished to the Producer by the Company, it is for the purpose of assisting the business of the Producer and not to control the Producer.
8. The Producer shall pay all expenses incurred by it in the performance of the contract, and if requested by the Company, shall furnish a bond of indemnity in such form and amount as required.
9. This contract can be terminated by either party upon the giving of 30 days written notice to the other party. Such termination will not in and of itself affect the rights of the parties with respect to any account written by the Producer prior to the date of termination and all of the above provisions will remain in effect with respect thereto.
10. This contract will be construed and interpreted in accordance with the laws of the State of Michigan.
11. The failure of the Company to enforce any provisions of this contract will not constitute a waiver by the Company of any such provision. The past waiver of a provision by the Company will not constitute a course of conduct or a waiver in the future of that same provision.
12. Commission Schedule: Commissions payable to the Producer are based upon the below schedule. The group size class is determined based upon the number of covered lives upon initial enrollment, and may change upon plan renewal, based upon the number of covered lives on the renewal date.

<u>Class</u>	<u>Fully-Funded Medical Plan Number of Covered Medical Lives</u>	<u>Commission Rate</u>
1	2+	8% of paid Aggregate premium & Administration Fees

13. Premium and administration fees in any plan year is defined as the total premium and administration fees due and paid to the Company for coverage in force during such plan year, less any premiums and administration fees refunded by the Company applicable to such plan year.

BUSINESS ASSOCIATE SUBCONTRACTOR ADDENDUM

I. PREAMBLE

Mid-America Associates, Inc. ("Business Associate") and _____ "Business Associate Subcontractor" or "BAS" (jointly "the Parties") wish to enter into this Agreement ("the Agreement") to comply with the requirements of: (i) the implementing regulations at 45 C.F.R Parts 160, 162, and 164 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (i.e., the HIPAA Privacy, Security, Electronic Transaction, Breach Notification, and Enforcement Rules ("the Implementing Regulations")), (ii) the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") that are applicable to business associates, and (iii) the requirements of the final modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules as issued on January 25, 2013 and effective March 26, 2013 (75 Fed. Reg. 5566 (Jan. 25, 2013)) ("the Final Regulations"). The Implementing Regulations, the HITECH Act, and the Final Regulations are collectively referred to in this Agreement as "the HIPAA Requirements."

Business Associate and BAS agree to incorporate into this Agreement any regulations issued by the U.S. Department of Health and Human Services ("DHHS") with respect to the HIPAA Requirements that relate to the obligations of business associates subcontractors that are required to be (or should be) reflected in an agreement. Business Associate Subcontractor recognizes and agrees that it is obligated by law to meet the applicable provisions of the HIPAA Requirements and that it has direct liability for any violations of the HIPAA Requirements.

Accordingly, the Parties agree as follows.

II. GENERAL TERMS

A. As set forth in the HIPAA Requirements at 45 C.F.R. § 160.103, "Protected Health Information" (or "PHI") is defined as individually identifiable health information maintained or transmitted in any form or medium, including, without limitation, all information (including demographic, medical, and financial information), data, documentation, and materials that relate to: (i) the past, present, or future physical or mental health or condition of an individual; (ii) the provision of health care to an individual; or (iii) the past, present, or future payment for the provision of health care to an individual.

All other capitalized terms used in this Agreement shall have the meanings set forth in the HIPAA Requirements, unless otherwise indicated herein.

B. In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Requirements, as they may be expressly amended from time to time by DHHS or as a result of interpretations by DHHS, a court, or other regulatory agency with authority over the Parties, the interpretation of DHHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence.

C. Where provisions of this Agreement are more restrictive than the provisions of the HIPAA Requirements, the provisions of this Agreement shall control.

D. In the event of an inconsistency between the Agreement and any other agreement now in effect between the Parties, the provision of this Agreement shall control with respect to the permitted uses and disclosures of (and other requirements with respect to) PHI.

E. Except as expressly provided in the HIPAA Requirements or this Agreement, this Agreement does not create any rights in third parties.

III. SPECIFIC REQUIREMENTS

A. Flow-Down of Obligations to Downstream Entities. BAS agrees that as required by the HIPAA Requirements, BAS will enter into a written agreement with all entities with which BAS has contracted that will create, receive, maintain or transmit PHI ("Downstream Entities"). The agreement shall: (i) require the Downstream Entities to comply with the Privacy and Security Rule provisions of this Agreement in the same manner as required of BAS, and (ii) notify such Downstream Entities that they will incur liability under the HIPAA Requirements for non-compliance with such provisions. Accordingly, BAS shall ensure that all Downstream Entities agree in writing to the same restrictions, conditions and requirements that apply to BAS with respect to PHI.

B. Use, Disclosure and Maintenance of PHI. BAS agrees to create, receive, use, disclose, maintain or transmit PHI only in a manner that is consistent with this Agreement and/or the HIPAA Requirements and only in connection with the services to be provided by BAS to Business Associate. BAS further agrees that its use, disclosure, or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, in performing the functions and activities for Business Associate, BAS agrees to use, disclose, or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure, or request.

C. Safeguards. BAS shall establish develop, document, implement, maintain, and use appropriate Administrative, Technical, and Physical Safeguards to preserve the Integrity, Confidentiality, and Availability of, and to prevent non-permitted use or disclosure of, Electronic PHI created for or received from (or on behalf of) the Business Associate. BAS agrees that with respect to Electronic PHI, these Safeguards, at a minimum, shall meet the requirements of the HIPAA Security Standards applicable to a business associate.

D. Notification and Reporting of Non-Compliance with the Agreement

1. BAS will notify Business Associate within ten calendar days after discovery (and report to Business Associate as described in Section D.2 below), any unauthorized access, use, disclosure, modification or destruction of PHI not permitted by this Agreement, by applicable law, or permitted in writing by Business Associate (including any successful Security Incident or Breach), whether such non-compliance is by (or at) BAS or by (or at) a Downstream Entity.

2. BAS will report to Business Associate the information set forth in Section D.2(ii) below concerning any successful Security Incident or any Breach of Unsecured Protected Health Information, whether such Security Incident or Breach is by (or at) BAS or by (or at) a Downstream Entity. The report shall be submitted to Business Associate following discovery of the successful Security Incident or Breach and without unreasonable delay, but in no event later than ten calendar days following discovery.

(i) As provided for in 45 C.F.R. § 164.402, BAS recognizes and agrees that any acquisition, access, use or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule (Subpart E of 45 C.F.R. Part 164) is presumed to be a Breach. As such, BAS shall: notify Business Associate of any non-permitted acquisition, access, use or disclosure of PHI, and (ii) assist Business Associate in performing (or at Business Associate's direction, perform) a risk assessment to determine if there is a low probability that the PHI has been compromised. BAS shall cooperate with Business Associate in meeting any other obligations under the HIPAA Requirements and any other security breach notification laws that Business Associate might specify.

(i) BAS shall provide Business Associate a report that specifies: the identity, if known, of each individual whose Unsecured PHI has been (or is reasonably believed to have been) accessed, acquired or disclosed; the nature of the non-permitted access, use or disclosure (including the date of the incident and the date or discovery); the PHI accessed, used or disclosed (e.g., name; social security number; date of birth); the corrective action taken (or that will be taken) to prevent further non-permitted accesses, uses or disclosures; what was done or will be done to mitigate any deleterious effect of the non-permitted access, use or disclosure; and any other information that the Business Associate might request.

(i) Access to PHI. In accordance with 45 C.F.R. § 164.524 of the HIPAA Requirements, to the extent the BAS maintains a Designated Record Set, BAS will make available to those individuals who are subjects of PHI, their PHI in the Designated Record Set by either: providing the PHI to Business Associate (who then will share the PHI with the individual), or at the direction of Business Associate, forwarding the PHI directly to the individual or making the PHI available to such individual at a reasonable time and at a reasonable location. BAS shall make such information available in an electronic format where directed by Business Associate.

E. Amendment of PHI. In accordance with 45 C.F.R. § 164.526 of the HIPAA Requirements, BAS shall make the PHI in a Designated Record Set available to Business Associate for amendment and, at the direction of Business Associate, incorporate any necessary amendment to the PHI.

F. Accounting for Certain Disclosures. As provided for in 45 C.F.R. § 164.528 of the HIPAA Requirements, BAS shall make available to Business Associate the information necessary to provide the accounting contemplated by this provision.

G. Return or Destruction of PHI. Upon the termination or expiration of this Agreement, BAS agrees to return the PHI to Business Associate, destroy the PHI (and retain no copies), or, if BAS determines that return or destruction is not feasible (and Business Associate agrees that such return or destruction is infeasible): (a) continue to extend the protections of this Agreement and of the HIPAA Requirements to the PHI, and (b) limit further uses and disclosures of the PHI to the purpose making return or destruction infeasible.

H. Availability of Books and Records. BAS shall make available to Business Associate (which, in turn, shall make available to the DHHS or its agents) BAS's internal practices, books and records relating to the use and disclosure of PHI in connection with this Agreement.

I. Termination of the Agreement. The Parties agree that either Party shall have the right to terminate this Agreement and/or seek other remedies if either Party determines that the other Party had violated a material term of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their duly authorized representatives' signatures, effective the _____ day of _____, 20____

