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AGENT/TPA AGREEMENT

This agreement is established between _____
Agent/Broker/Agency (known hereafter as Agent) and 3P Administrators (known
hereafter as TPA) effective _____, 2006.

WITNESSETH:

WHEREAS Agent seeks third party administrative services for the employer group (Client) benefit plans they serve and

WHEREAS TPA provides third party administrative services for various types of group benefit plans

NOW, THEREFORE, both Agent and TPA, acting as independent contractors, agree as follows:

AGENT OBLIGATIONS

Agent will provide to TPA information necessary, as determined by TPA, to provide a cost quote on services requested. When applicable, information must include all documentation required by the reinsurance carrier to calculate premiums. This may include protected health information (PHI) which will be subject to the Confidentiality section of this Agreement and all privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA). Agent agrees to comply with provisions of the Confidentiality section of this Agreement and HIPAA.

Agent further agrees to maintain the confidentiality of any proprietary information regarding TPA's business and other relationships. This includes, but is not limited to, Agreements with provider networks, discounts through provider networks, negotiated provider arrangements, information included in reinsurance proposals, Agreements with other Clients and Agreements with other Agents.

Agent will act as an intermediary between TPA and the Client in securing necessary information and facilitating any discussions or negotiations regarding premium and/or benefit information.

Agent is entitled to receive pre-determined commissions on reinsurance premiums as detailed in Schedule A.

Agent agrees to obtain and maintain licensing and any required errors and omissions insurance coverage.

TPA OBLIGATIONS

TPA will accept requests for proposals from Agent on group plans and submit to multiple reinsurance carriers for quotes on specific and/or aggregate coverage. TPA will return to Agent a proposal packet showing various options and associated costs that includes reinsurance premiums, commissions and administrative fees. Agent can request assistance from TPA in presenting proposals to their Clients.

TPA agrees to provide third party administrative services for Clients of Agent that may include administration of group plans for medical, dental, vision, prescription, Section 125, HSA, HRA and short term disability. Plan documents and identification cards will be considered a part of the administrative services. TPA agrees to offer COBRA and HIPAA administration, when requested. Specific services for each Client will be detailed in an Administrative Services Agreement between the Client and TPA. Such agreement will include a schedule of fees for services provided.

TPA further agrees to provide compliance assistance with all applicable legislation for the plans it administers.

Monthly, quarterly and renewal reporting will be included in monthly administration fees. Monthly reports will include 50% stop loss notification, paid claims year to date and for current month, claims excluded from aggregate coverage (when applicable) and a claims experience summary. In addition, quarterly reports showing paid claims by plan participant, paid claims by service, PPO savings and PPO utilization will be provided. Renewal reports can show claims experience over the past two years for any Clients with TPA for that time frame. Census reports are part of the report package.

CONFIDENTIALITY

Limits On Use And Disclosure Established By Terms Of Agreement. TPA hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by Client for any purpose other than as expressly permitted or required by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(i))

Use of Information For Management, Administration and Legal Responsibilities. TPA is permitted to use Information if necessary for the proper management and administration of TPA or to carry out legal responsibilities of TPA. (ref. 45 C.F.R 164.504(e)(4)(i)(A-B))

Disclosure of Information For Management, Administration and Legal Responsibilities. TPA is permitted to disclose Information received from Client for the proper management and administration of TPA or to carry out legal responsibilities of TPA, provided:

- a. The disclosure is required by law: or
- b. TPA obtains reasonable assurances from the person to whom the Information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the Information, and the person immediately notifies the TPA of any instance of which it is aware in which the confidentiality of the Information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii))

Data Aggregation Services. TPA is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.504.(e)(2)(i)(B).

Limits On Use And Further Disclosure Established By Agreement And Law. TPA hereby agrees that the Information provided or made available by Client shall not be further used or disclosed other than as permitted or required by the Agreement or as required by law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A))

Appropriate Safeguards. TPA will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B))

Reports of Improper Use or Disclosure. TPA hereby agrees that it shall report to Client within three (3) business days of discovery of any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C))

Sub-agreementors And Agents. TPA hereby agrees that anytime Information is provided or made available to any sub-agreementors or agents, TPA must enter into a sub-agreement with the sub-agreementor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of Information as contained in this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D))

Right of Access to Information. TPA hereby agrees to make available and provide a right of access to Information by an individual. This right of access shall conform with and meet all of the requirements of 45 C.F.R. 164.526.

Amendment and Incorporation of Amendments. TPA agrees to make Information available for the amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.526.

Provide Accounting. TPA agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528.

Access to Books and Records. TPA hereby agrees to make its internal practices, books, and records relating to the use or disclosure of Information received from, or created or received by TPA on behalf of Client, available to the Secretary of HHS or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(H))

Return of Destruction of Information. At termination of this Agreement, TPA hereby agrees to return or destroy all Information received from, or created or received by TPA on behalf of Client. TPA agrees not to retain any copies of the Information after termination of this Agreement. If return or destruction of the Information is not feasible, TPA agrees to extend the protections of this Agreement for as long as necessary to protect the Information and limit any further use or disclosure. If TPA elects to destroy the Information, it shall certify to Client that the Information has been destroyed. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I))

Mitigation Procedures. TPA agrees to have procedures in place for mitigation, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations (ref. 45 C.F.R. 164.530(f))

Sanction Procedures. TPA agrees and understands that it must develop and implement a system of sanctions for any employee, sub-agreementor or agent who violates this Agreement or the Privacy Rule. (optional, see 45 C.R.F. 164.530(e)(1)).

Property Rights. The Information shall be and remain the property of Client. TPA agrees that it acquires no title or rights to the Information, including any de-identified information, as a result of this Agreement.

DISPUTES

Any controversy or claim arising out of or relating to the Agreement will be finally settled by compulsory arbitration accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”).

TERMINATION

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other of such termination.

Without regard to the giving of notice, this Agreement will automatically terminate in any state in which either party loses its license to transact business.

If any portion of this Agreement is in contravention of any statute, Insurance Department regulation or directive, or any governmental ruling, such portion shall be modified without further action by either party to conform to such statute, regulation, directive or ruling.

Either party has the right to immediately terminate this Agreement if there is a violation of the material terms of the Agreement. Any non-compliance by either party will be considered grounds for breach unless it can be demonstrated that immediate steps were taken to cure the non-compliance.

MISCELLANEOUS

Agent and TPA are independent contractors and it is specifically understood that this Agreement is not to be construed at any time as creating a relationship of employer and employee.

The Agreement at no time will be considered to create a relationship of exclusivity. The Agent may have Agreements with other TPAs and TPA may have Agreements with other Agents.

RJ Ahmann Benefits (Agent)

3PAdministrators (TPA)

Name

Name

Title

Title

Signature

Signature

Date

Date

SCHEDULE A

Commission payments shall be based on the reinsurance specific premium rate.

- _____ (Agent/Broker/Agency) will be paid 66.6% of the reinsurance commission.

_____ Agent Initials