



PSM Contracting Checklist:

- ✓ Complete Contract Signature Pages
- ✓ Copy of Voided Check for Direct Deposit
- ✓ Copy of Insurance License (s)

Contract Submission:

By Fax: (512) 233-0761

By Email: licensing@psmbrokerage.com

By Mail: Precision Senior Marketing

PO Box 203008

Austin, TX 78720-3008

Questions? Call (800) 998-7715





Medico Insurance Company
 Medico Corp Life Insurance Company
 Corporate Offices – Omaha, NE

Medico Insurance Company
 Administrative Services – PO Box 10386
 Des Moines, IA 50306

Medico Corp Life Insurance Company
 Administrative Services – PO Box 10482
 Des Moines, IA 50306

www.GoMedico.com

Toll-Free 1-800-547-2401, Option 3

Fax 515-247-2435

CONFIDENTIAL PERSONAL HISTORY

PERSONAL INFORMATION:

Name _____ Social Security No. _____ - _____ - _____
First M.I. Last Suffix

Date of Birth _____ Sex _____ Maiden or Other Name Used _____ Spouse's Name _____

Home Address _____
Street Apt. No. City State Zip Code

Mailing Address _____
Street Apt. No. City State Zip Code

UPS Address _____
Street Apt. No. City State Zip Code

Business Phone No. (____) _____ - _____ Home Phone No. (____) _____ - _____

E-Mail Address: _____ Fax No.: (____) _____ - _____

IMPORTANT!! E-MAIL ADDRESS IS REQUIRED FOR WEBSITE SIGN ON AND FOR COMMUNICATION FROM HOME OFFICE

TYPE OF CONTRACT:

If you are seeking an appointment on behalf of an agency, is that agency a:

- Sole Proprietorship Partnership Corporation

FEDERAL I.D. NO. _____

Is the agency now licensed? YES NO

Please list all partners or corporate officers:

NAME	TITLE	SOCIAL SECURITY NO.

LICENSE INFORMATION:

Are you now licensed? YES NO

If yes, please indicate below any license(s) you currently hold:

RESIDENT STATE	LICENSE OR QUALIFICATION NO.	TYPE OF LICENSE/LINES
NONRESIDENT STATE(S)	LICENSE OR QUALIFICATION NO.	TYPE OF LICENSE/LINES

WORK HISTORY:

(Please begin with most current employer.)

EMPLOYER/ADDRESS	SUPERVISOR NAME	POSITION HELD	DATES		PHONE NUMBER
			FROM	TO	() - - Ok to contact? _____
			FROM	TO	() - - Ok to contact? _____
			FROM	TO	() - - Ok to contact? _____
			FROM	TO	() - - Ok to contact? _____

Please answer the following questions:

Has any state ever taken administrative action against your license? _____ If so, name state and provide details: _____

Have you ever been convicted of a felony? _____ Details: _____

Have you ever been short in accounts with any employer or do you currently have a debit balance with any insurance company? _____ If so, please explain: _____

Have you ever been refused bond? _____ If so, please explain: _____

Have you ever filed for bankruptcy? _____ If so, please explain: _____

Do you have any judgments or garnishments against you? _____ Please explain: _____

Have you been or are you involved in any litigation? _____ Please explain: _____

I certify that my answers to the above questions are true and authorize the State Insurance Department to release to Medico Insurance Company ("Medico") and/or Medico Corp Life Insurance Company ("Medico Corp") information within their records concerning me. If accepted, I will comply with all regulations of this State and Medico and/or Medico Corp and will not solicit insurance until I have received my license from the State Insurance Department.

I hereby authorize an investigative and credit report whereby information is obtained through personal interviews; the inquiry usually concerns information on your character, general reputation and mode of living. I understand that any information obtained by Medico and/or Medico Corp will be available to me upon my written request.

Applicant Signature _____ **Date** _____

This applicant is recommended for appointment as a Distributor assigned to my jurisdiction, subject to the terms of my contract with Medico and/or Medico Corp. I certify to the best of my knowledge the applicant is of good personal and business reputation, trustworthy, and competent to act in the capacity of an insurance agent.

Recruiting Distributor Signature _____ **Date** _____

DISTRIBUTOR AGREEMENT

This Agreement is entered into between the undersigned Distributor and each insurance company which executes this Agreement (each a "Company").

If more than one Company is a party to this agreement, Distributor and each such Company agree that there shall be separate and distinct agreements between Distributor and each such Company. The rights, duties, obligations, and responsibilities of each Company under this Agreement are separate and distinct from the duties, obligations, and responsibilities of the other Company. All such rights, duties, obligations, and responsibilities shall exist only between Distributor and each Company. No Company shall have any responsibility or liability for the actions or omissions of any other Company under this Agreement.

DEFINITIONS: As used in this Agreement:

- A. "Downline" means Solicitors and Other Distributors.
- B. "Other Distributor" means an individual or organization which (i) enters into a Distributor Agreement with Company, and (ii) is recruited by and that reports to Distributor through a hierarchical relationship.
- C. "Product" means any insurance policy, certificate or other contract identified in any Compensation Schedule.
- D. "Solicitor" means an individual which is (i) appointed by Company, but not a party to any Distributor Agreement with Company, and (ii) recruited by and that reports to Distributor through a hierarchical relationship.

1. **APPOINTMENT:** Company authorizes Distributor to procure applications for Company Products in those states in which (i) Distributor is licensed and appointed by Company to sell the lines of insurance made available by Company, and (ii) Company has Products available. This appointment is on a non-exclusive basis and Company may appoint other distributors in any state.

2. **DISTRIBUTOR DUTIES:** Distributor agrees to accept the following duties and responsibilities:

A. Distributor and Downline will procure applications for Products, but only in states where Distributor and Downline are licensed and appointed by Company and after Distributor receives written notice that the Product is approved in the state in which the solicitation is to be made.

B. Distributor may recruit persons to be Downline. Company will appoint Downline, unless there is something that would disqualify them. Company reserves the right to terminate Downline. Distributor shall monitor Downline and communicate information to Company, of which Distributor is aware or should be aware, that Company needs to know about Downline to properly address compliance or other risks. When requested by Company, Distributor shall communicate Company information to Downline.

If at any time Distributor consents or has consented to have Downline report to Distributor through a hierarchical relationship with any Company, Distributor hereby consents to: (i) the appointment of Downline with each Company; and (ii) to have Downline report to Distributor through a hierarchical relationship with each Company. Distributor may withhold this consent by providing written notice to Company.

C. Distributor will not permit any person to solicit for Company until they have been licensed by the state in which they will solicit, evidence of that license is given to Company, and they are appointed by Company.

D. Distributor will be responsible for obtaining and maintaining the necessary licenses to sell Company Products in the states in which Distributor operates, whether resident or nonresident.

E. Distributor will treat any premium amounts collected with the application by Distributor or Downline with the application as trust funds for Company. Distributor will remit these funds and applications to Company in accordance with Company instructions.

F. Distributor will comply with all state and federal laws, orders, rules and regulations.

G. Distributor shall act according to Company's policies and procedures.

H. Distributor shall immediately notify Company in writing if any license, permit or registration of Distributor or Downline is suspended or terminated or if Distributor or Downline is the subject of any misdemeanor or felony charges or any actions initiated by any federal, state or local regulatory or governmental body or court, including but not limited to convictions by any governmental authority for commission of any act involving fraud, dishonesty, breach of trust, theft, misappropriation of money or breach of any fiduciary duty. Further, Distributor shall immediately notify Company and cooperate with Company in connection with any potential, threatened or actual litigation, regulatory inquiry or action or complaint with respect to this Agreement.

I. Distributor will be responsible for all state and city license fees or taxes, applicable appointment and termination fees, and occupation fees or taxes. Company will pay state taxes on premiums.

J. Distributor will reimburse Company any commissions Distributor receives on premiums which are returned by Company for any reason, including declined applications or policies canceled or not accepted by the applicant.

K. Distributor will be responsible for ensuring that Distributor and each Solicitor has and maintains errors and omissions liability insurance coverage of at least \$1 million per occurrence or such other level (higher or lower) as may be acceptable to Company throughout the term of this Agreement and provide evidence of such insurance to Company upon request.

L. Except as agreed in the Business Associate Agreement, Distributor shall keep regular and accurate records of all transactions related to this Agreement for a period of at least five years from the date of such transactions, or longer if required by federal or state law or regulation.

M. Distributor will supervise and be responsible for its Downline, their respective employees and others acting on Distributor's behalf. Distributor will ensure that all Solicitors understand and comply with the requirements set forth in this Agreement, including any addenda; all state and federal laws, orders, rules and regulations; and Company's policies and procedures.

3. LIABILITY, INDEBTEDNESS & INDEMNITY: Distributor shall be jointly and severally liable, with each Downline, to Company for the payment of all amounts owed by Distributor or Downline to Company, including but not limited to: (i) debit balances on the account of Distributor or Downline, including any advance debit balances, (ii) debit balances resulting from loans to Distributor or Downline, and (iii) all obligations evidenced by documents related hereto (collectively, "Indebtedness").

Any Indebtedness incurred by Distributor or Downline to Company shall be payable immediately upon receipt of a written demand from Company or upon termination of this Agreement. Company may, at any time in its sole discretion, offset against any remuneration due or to become due to Distributor from any Company, any past, present or future Indebtedness from Distributor or Downline. Such Indebtedness of Distributor and Downline shall be secured by a first lien in favor of Company on any and all compensation due to Distributor from any Company and shall be binding upon Distributor and Distributor's assigns and successors. Company may also exercise any other legal and equitable rights and remedies it may have to collect the Indebtedness at any time, including but not limited to, reporting any Indebtedness to consumer reporting agencies.

Distributor agrees to indemnify and hold harmless Company and its affiliates, shareholders, directors, officers and employees from any and all expenses, liabilities, costs, cause or causes of action and damages, including reasonable attorneys' fees and costs of litigation, resulting from or growing out of any breach of this Agreement or any related documents or any unauthorized, fraudulent, negligent or wrongful act, omission, statement or representation by Distributor, or Distributor's employees or independent contractors, including but not limited to Solicitors, but excluding Other Distributors. Company agrees to indemnify Distributor and to hold Distributor harmless from any and all expenses, liabilities, costs, cause or causes of action and damages, including reasonable attorneys' fees and costs of litigation, resulting from or growing out of any negligent or wrongful act, omission, statement or representation by Company or Company's employees. This Paragraph 3 shall survive the termination of this Agreement for any reason.

4. **COMPENSATION:** Distributor will be paid the commissions stated in the Commission Schedule as complete compensation for all that Distributor and Solicitors do for Company. The Commission Schedule may be revised by written notice from time to time to reflect Products presently being marketed by Company, which written notice may be through any physical or electronic media, notwithstanding anything to the contrary in this Agreement. Company may pay reduced commissions on replacements, reinstatements or reissues as provided in any Commission Schedule or in the policies and procedures of Company.

5. **YOUR STATEMENT:** A statement of Distributor's account will be made available to Distributor, unless Distributor's account with Company is zero. If Distributor dies, this information will be available to Distributor's spouse or estate. Distributor agrees that each statement will be binding on Distributor, Distributor's spouse and Distributor's estate unless Distributor, Distributor's spouse or Distributor's estate tells Company, within 45 days after the statement is transmitted, that the statement is wrong.

6. **ASSIGNMENT:** Distributor may not assign (including any assignment as collateral securing a loan) this Agreement, any amount Company owes Distributor, or any other interest herein without getting Company's written consent first. If Distributor breaches this Paragraph, the assignment shall not be valid. If Company consents to an assignment by Distributor of the commissions due under this Agreement, the assignment shall be subject to any amount Distributor owes Company at the time of the assignment and any amount Distributor may owe Company in the future. If Company consents to an assignment by Distributor of this Agreement, Distributor shall remain liable for the performance of the terms of this Agreement by the person or business entity who receives the commission assignment from Distributor.

7. **LIMITED AUTHORITY:** In addition to all other limitations herein, Distributor will not accept any risks, change any policies, make any contracts for Company, waive any terms, rates or conditions of any policies, or obligate Company in any way unless Distributor secures Company's written consent first. Distributor will not change any premium rates or extend the time for paying premiums.

8. **ADVERTISING:** Distributor will not use any advertising or any material not furnished by Company without getting Company's written consent first. All representations or references to Company, its Products or producers, in any advertisement or marketing material shall be submitted to Company prior to its use or distribution and shall not be utilized until Distributor receives written approval from Company. Advertising includes any material which is designed to create public interest in Company, its Products or producers. This includes, but is not limited to, consumer material designed to induce the public to purchase, increase, modify, retain, renew or reinstate a Product as well as producer recruiting and training materials. Examples of advertising include, but are not limited to, printed and published material, business cards, audiovisual material, direct mail material, Internet sites, newspaper and magazine ads, radio and television scripts, billboards and similar displays, flyers and ad slicks, leaflets and booklets, brochures, newsletters, form letters, prospect letters, telephone scripts, lead-generating devices of all kinds, depictions and illustrations, prepared sales talks, presentations and producer training materials.

9. **COMMUNICATION AND TRANSPORTATION EXPENSES:** If Company phones Distributor or sends anything to Distributor, Company pays the cost. If Distributor phones Company or sends anything to Company, Distributor pays the cost.

10. **PROHIBITED ACTIONS:** In addition to other prohibited actions outline herein, Distributor agrees not to rebate in any form. Distributor agrees not to make any representations to any Company policyholders or certificateholders to induce or attempt to induce them to terminate their insurance with Company.

11. **RESERVATION OF RIGHTS:** Company shall not be liable to Distributor for exercising any of the rights given to Company in its Products with or without notice to Distributor. Examples of these rights are the right to cancel or nonrenew the Product or to change the premium rates. Company shall not be liable to Distributor for withdrawing or substituting Product forms, nor for withdrawing entirely from any state. Further, Company specifically reserves the right without limitation and without liability to Distributor to change or discontinue any marketing concept or underwriting program in any state, change any premium rate, change the conditions or terms under which a Product may be offered, or reject any application or return any premium without giving any reasons for doing so.

12. **VESTMENT:** Commissions provided for in this Agreement shall be vested as provided in the Commissions Schedule, subject to Paragraphs 13, 14, and 15, herein. Subject to any limitations in this Agreement, upon the death of Distributor, any commissions shall be payable, unless assigned, to the surviving spouse. If there is no surviving spouse, any commissions shall be payable to Distributor's estate.

After this Agreement terminates Company will not pay commissions after any year in which the total commission owed or paid to Distributor is less than \$500.00. If compensation due to Distributor falls below the minimum required, such amount shall roll up to and be payable to the next level above Distributor in the distributor hierarchy, if any.

This provision shall survive the termination of this Agreement.

13. **TERMINATION:** Distributor or Company may terminate, without cause, this Agreement by giving at least 30 days notice to the other party. Distributor or Company may terminate this Agreement immediately for "cause" by giving notice to the other party. Notice of termination shall be given pursuant to the Notice provision of Paragraph 19, herein. Cause shall mean the following acts by Distributor:

- A. Fraud or any breach of the terms of this Agreement.
- B. Failure to pay any money required by this Agreement to be paid.
- C. Violation of any federal, state or local laws or regulations.
- D. Any act or omission by Distributor which could affect the right of Company to do business in any state.
- E. Inducing or attempting to induce policyholders or certificateholders to relinquish or replace Company policies with such frequency as to indicate a pattern of inappropriate activity.
- F. Repeatedly failing to comply with material terms of this Agreement and/or Company's stated policies and procedures concerning recruiting and production requirements for Distributor or Downline.
- G. Causing or attempting to cause employees or agents of Company to discontinue their association with Company.
- H. Misappropriation or commingling of Company funds.
- I. Misrepresentation or omission of any material information on an application for a Product.
- J. Misrepresentation of any of Company Products or services.
- K. Revocation or suspension of Distributor's license.

If Company believes it may have the right to terminate this Agreement for cause, the Company, in its sole discretion, may suspend this Agreement while it investigates whether cause for termination exists. In this instance, Company shall provide Distributor notification of the suspension. This suspension can be imposed in place of terminating the Agreement in order to provide time for determining the facts. Until a suspension is withdrawn by Company, it has the same effect on Distributor's rights to compensation and authority to represent Company as does termination. Company will notify Distributor whether the suspension is to be withdrawn or the Agreement is to be terminated for cause. If the suspension is withdrawn, all accumulated compensation will be paid to the Distributor. No interest shall be payable on any compensation withheld under this Paragraph and subsequently paid. If the Agreement is terminated, the termination shall take effect as of the date Distributor was sent the notice of suspension, and no further compensation shall be due or payable hereunder for any reason after the date of termination.

This Agreement will automatically terminate (i) if Distributor is a natural person, upon the death of Distributor; or (ii) if Distributor is a corporation, limited liability company or partnership, Distributor is dissolved or ceases to exist.

This provision shall survive the termination of this Agreement.

14. **FORFEITURE AND REMEDY:** Distributor agrees that after this Agreement ends, Distributor will have no interest in any business written for Company, except as specifically provided in this Agreement. Distributor will forfeit all further compensation from Company, including vested commissions, if Distributor attempts to influence any of Company's policyholders or certificateholders with whom Distributor or Downline have done business, or Company's solicitors, distributors or employees, to terminate their contract or employment with Company, or this Agreement is terminated for cause as defined in Paragraph 13, herein. Distributor also agrees that Company may secure a court order stopping Distributor from using such influence since Company does not have an adequate legal remedy.

Distributor shall not receive any further compensation on account of any Solicitor that (i) is terminated for cause, or (ii) after termination of his/her appointment, attempts to influence any policyholder to terminate his/her contract with the Company.

15. **WAIVER:** The fact that Company may not enforce the terms of this Agreement does not mean that Company waives them or that Company will not enforce them at a future time.

16. **RELATIONSHIP:** Nothing in this Agreement shall create a relationship of employee and employer, or a partnership, between Distributor and Company. Distributor is free to exercise Distributor's own judgment as to the persons Distributor solicits and where and when Distributor solicits them. However, Company may give instructions, which do not interfere with this freedom, regarding the conduct of Distributor's business for Company and Distributor will obey these instructions. Neither Distributor nor Solicitors shall represent in any manner that they are employees of Company.

17. **DISTRIBUTOR OR SOLICITOR TRANSFER:** The Company will permit a transfer of Downline to another organization pursuant to Company's policies and procedures.

18. **CONFIDENTIALITY:** Distributor agrees to keep all Company, client, and policyholder information confidential in accordance with the Business Associate Agreement, which is fully incorporated herein by reference. In the instance of any conflict between the terms of this Agreement and the Business Associate Agreement, the terms of the Business Associate Agreement shall control.

19. **NOTICES:** Any notice required by, or provided for, in this Agreement shall be considered given when it is mailed, postage prepaid, by first-class U.S. mail and addressed to the party or parties at their last known address.

20. MISCELLANEOUS:

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

B. In the event of any dispute involving the provisions of this Agreement or any attachments (hereinafter referred to as "Dispute") between Distributor and Company which is not otherwise resolved by mutual agreement, the parties agree to submit said Dispute to mediation by an independent professional mediator mutually agreed upon by the parties. The mediation shall take place at the offices of the mediator or as mutually agreed upon by the parties. Mediation shall be a precondition to arbitration. The expense of mediation shall be borne by the party first demanding mediation.

In the event any Dispute is not resolved by mediation, either party may seek to resolve such Dispute through binding arbitration by providing written notice to the other party. The Dispute shall be referred to a single arbitrator as agreed upon by the parties. Within thirty (30) days of the date of the written arbitration notice, each party shall propose a list of three arbitrators and the parties shall attempt to reach agreement on a single arbitrator from these lists. If an agreement cannot be reached on the selection of the arbitrator within thirty (30) days of the arbitration notice, the matter shall be referred to the American Arbitration Association, which shall appoint an arbitrator from these lists or from some other source. The arbitration proceeding shall be held in a neutral location and at a time set by the arbitrator. The arbitration will be governed by the rules then in effect of the American Arbitration Association. Discovery shall be allowed in accordance with the Federal Rules of Civil Procedure. The arbitrator shall have the power to issue subpoenas, compel discovery, and award sanctions. The Dispute will be decided by the arbitrator and the arbitrator's decision, including any award of actual money damages or equitable relief, shall be final and binding. Each party shall be responsible for its own legal fees, costs, and expenses, except that the arbitrator may award legal fees and costs if he/she finds a party's actions, including invoking arbitration, were not taken in good faith. In no case shall an award of fees or costs exceed the amount of money damages awarded by the arbitrator. The other costs of arbitration shall be borne by the losing party, unless the arbitrator decides otherwise, and shall be limited to arbitrator's fees and expenses, including travel expenses, and any cost for arbitration facilities. The arbitration award may be confirmed as a legal judgment in any court with jurisdiction.

C. In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect.

D. This Agreement and attachments referenced herein, including but not limited to addendums, Commission Schedules, and Company policies and procedures, constitute the entire contract between the parties and supersede any and all previous agreements between the parties; provided, however, Distributor's right to commissions from policies written pursuant to a previous agreement between the parties shall not be modified.

E. Company may modify this Agreement, including but not limited to the Commission Schedules, upon thirty (30) days prior written notice to Distributor, but any such modification shall not reduce the rate or rates with respect to commission payments due Distributor in connection with policies produced by Distributor and issued by Company with effective dates prior to the effective date of such modification. Notwithstanding the foregoing, upon the enactment of any law or regulation, or any order or direction of any governmental agency affecting this Agreement, Company may, by written notice to Distributor, amend the Agreement in such manner as Company determines necessary to comply with such law or regulation, or any order or directive of any governmental agency.

21. This Agreement is effective _____, 20____.

Distributor and Company have entered into this Agreement through their duly authorized representatives on the dates set forth below.

DISTRIBUTOR

Agency Name, if applicable _____
(Please Print)

By: _____
(Signature) (Date)

Printed Name: _____

Title: _____
(If applicable)

Acknowledged By:

Accepted:

MEDICO® INSURANCE COMPANY

By _____
William P. Jetter, Vice President of Sales

MEDICO® CORP LIFE INSURANCE COMPANY

By _____
William P. Jetter, Vice President of Sales

Medico's and Medico Corp's
BUSINESS ASSOCIATE AGREEMENT
Privacy and Security Provisions

The Parties to this Business Associate Agreement (this "BA Agreement") are Medico Insurance Company and/or Medico Corp Life Insurance Company and all affiliated companies (Collectively referred to as "Medico," "Medico Corp" and/or "Company") and Business Associate.

WHEREAS:

- A. Medico and/or Medico Corp have engaged or may engage Business Associate to perform various services on Medico's and/or Medico Corp's behalf as previously contracted (the "Agreement"); and
- B. Performance of the Services may involve Business Associate gaining access to Protected Health Information ("PHI"), and /or Personally Identifiable Financial Information ("PIFI") and/or Business Confidential Information, as those terms are later defined in this Agreement; and
- C. The Parties are entering into this Agreement for the purpose of setting forth the Parties' obligations to protect the Protected Health Information, PIFI and/or Business Confidential Information in accordance with this Agreement and provisions of all applicable state and federal laws and regulations, including Title V of the Gramm-Leach Bliley Act ("GLB") and the Health Insurance Portability and Accountability Act of 1996 and is implementing regulations issued by the U.S. Department of Health and Human Services in Title 45 of the Code of Federal Regulations ("C.F.R."), Sections 160-164 and the privacy, security and security Breach notification provisions applicable to a Business Associate under the Health Information Technology for Economic and Clinical Health Act (HITECH) which is Title XIII of the American Recovery and Reinvestment Act of 2009, the final Omnibus Bill under HITECH and any regulations promulgated within, as amended from time to time.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

BUSINESS ASSOCIATE RESPONSIBILITIES:

1. Security Policies. Business Associate shall maintain security policies that comply with applicable laws and regulations.
2. Safeguards. Business Associate warrants that it shall implement and maintain appropriate administrative, physical and technical safeguards to prevent the use or disclosure of PHI and/or PIFI otherwise than as permitted by this Agreement provided that such use or disclosure would not violate applicable law or regulation. Upon request, Business Associate shall provide Company information concerning such safeguards and shall provide access to its facilities used for the maintenance or processing of PHI and/or PIFI: for inspection and copying and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI and/or PIFI; and for the purpose of determining Business Associate's compliance with this BA Agreement.
3. Use and Disclosure of PHI and/or PIFI. Except as otherwise limited in this BA Agreement, Business Associate may use or disclose PHI and/or PIFI only as permitted or as necessary to perform functions, activities or services for or on behalf of Company as specified in the Agreement and this BA Agreement or as otherwise required by law. Without limiting the other terms in this paragraph, in all situations Business Associate only may use PHI and/or PIFI in a manner that does not violate the requirements of applicable law.
4. Subcontractors and Agents. Business Associate hereby agrees that anytime PHI and/or PIFI is provided or made available to any subcontractors or agents, Business Associate must enter into an agreement with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI and/or PIFI as are contained in this BA Agreement. Business Associate must ensure that any subcontractor or agent to whom it provides PHI and/or PIFI agrees to implement reasonable and appropriate safeguards to protect the PHI and/or PIFI subcontractor creates, receives, maintains or transmits electronically on behalf of MIC.
5. Training of Staff. Business Associate shall advise and train members of its workforce of their obligations to protect and safeguard PHI and/or PIFI and shall develop and implement appropriate sanctions against any member of its workforce who uses or discloses PHI and/or PIFI in violation of this Agreement.
6. Reporting of Privacy Breach. Business Associate shall immediately report any use or disclosure of PHI and/or PIFI not allowed under the terms of this BA Agreement of which Business Associate becomes aware. Business Associate shall report the remedial action taken or proposed to be taken with respect to such use or disclosure. Business Associate's report to MIC will at least:
 - a. Identify the nature of the Breach of Unsecured PHI and/or PIFI which will include a brief description of what happened, including the date of the Breach of Unsecured PHI and/or PIFI and the date it was discovered;
 - b. Identify the information that was Breached on an individual basis, including items such as, but not limited to, full name, social security number, date of birth, home address, and account number;
 - c. Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;

- d. Identify what corrective or investigational action Business Associate took or will take to prevent further Breaches of Unsecured PHI and/or PIFI and to mitigate the harmful effects of the current Breach;
- e. Identify the steps affected individuals should take to protect themselves as a result of the Breach of Unsecured PHI and/or PIFI; and
- f. Provide such other information, including a written report, as MIC may reasonably request.

Such notification should be made to:

Privacy Officer
601 6th Ave
Des Moines, Iowa 50339

7. Reporting of Security Breach. Business Associate will immediately report to MIC any attempted or successful: (i) unauthorized access, use, disclosure, modification or destruction of MIC's electronic PHI and/or PIFI; and (ii) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware.
8. Electronic Transactions Rule. If Business Associate conducts electronic transactions (*see* 45 C.F.R. 160.103) on behalf of MIC for which HHS has established standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such transactions to comply, with each applicable requirement of the Electronic Transactions Rule. Business Associate also shall comply with the National Provider Identifier requirements, if and to the extent applicable.
9. Mitigation. Business Associate shall mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this BA Agreement.
10. Access by Individuals. Business Associate shall at the request of Company, and in the time and manner designated by Company, make available PHI in a designated record set to Company or as directed to an Individual or his/her personal representative entitled to access and copy the PHI in order to meet the requirement of applicable law and regulations.
11. Correction of PHI. Business Associate shall make any amendment to PHI in a designated record set that Company directs or agrees to at the request of Company or Individual or to his/her personal representative and shall amend and incorporate such amendments or corrections to PHI, as required by applicable law.
12. Minimum Necessary. Business Associate warrants that the PHI and/or PIFI it discloses, requests and uses is only the minimum amount necessary to carry out the duties and responsibilities contemplated by this BA Agreement.
13. Accounting of Disclosures. Business Associate shall provide to Company an accounting of disclosures, in accordance with applicable law, by Business Associate or its employees, agents, representatives or subcontractors as would be required for Company to respond to a request by an Individual for an accounting of disclosures as required by applicable law. Any such accounting prepared by Business Associate shall include at a minimum: (i) the date of disclosure; (ii) name, and address if known of the entity or person who received the PHI and/or PIFI; (iii) a brief description of the PHI and/or PIFI disclosed; and (iv) a brief statement of the purpose of the Disclosure. The information relating to the accounting of disclosures shall be documented by Business Associate as identified herein, and such records shall be retained by Business Associate for at least six years from the date of the Disclosure.
14. Request to Restrict Disclosure. If an Individual requests that MIC restrict the Disclosure of the Individual's PHI under 45 C.F.R. 164.522, and MIC so informs Business Associate, Business Associate shall comply with the requested restriction to the extent required by Section 13405(a) of the HITECH Act.
15. Disclosure of Internal Practices. Business Associate shall make available to Company and/or Secretary its internal practices, books, and records, including its policies and procedures relating to the use and disclosure of health information received from, or created or received by Business Associate on behalf of Company. Such items will be made available in a time and manner designated by the Company.
16. Procedure upon Termination. Upon termination of this BA Agreement, Business Associate shall return or destroy all PHI and/or PIFI that it maintains in any form, and shall retain no copies of such information or, if the parties agree that return or destruction is not feasible, it shall continue to extend the protections of this BA Agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.
17. Breach. Without limiting the rights of the parties elsewhere set forth in the Agreement, if Business Associate materially breaches its obligations under this BA Agreement, the Company may, at its option: (a) exercise any of its rights of access and inspection; (b) provide an opportunity for Business Associate to cure the breach within 30 days of notice to Business Associate by Company and, if the breach is not cured within 30 days, terminate this BA agreement and/or the Agreement; or (c) immediately and unilaterally terminate this BA Agreement without penalty or recourse. Company retains the right to report to the Secretary any violation or material breach. The remedies under this BA Agreement and set forth elsewhere in this BA Agreement shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other.
18. Prohibition on Sale of Records. Business Associate shall not directly or indirectly receive remunerations in exchange for any PHI and/or PIFI.
19. Fundraising. Business Associate agrees not to use PHI and/or PIFI for the purpose of fundraising.
20. Confidentiality. Business Associate shall not, without prior consent of MIC, disclose any Business Confidential Information other than as expressly permitted in this agreement.
21. Penalties for Noncompliance. Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the Gramm-Leach Bliley Act and/or the Privacy Rule and Security Rule, as amended by HITECH.

COMPANY'S RESPONSIBILITIES:

22. Notification. Company shall notify Business Associate to the extent it may affect Business Associate's use or disclosure of PHI of:
- (a) any changes in, or revocation of, permission by individuals to use or disclose PHI;
 - (b) its notice of privacy practices and any limitations; and
 - (c) any restrictions to the use or disclosure of PHI that Company has agreed to in response to an individual's request for restriction.

GENERAL TERMS:

23. Term. The term of this BA Agreement shall be effective as of the date first referenced in this BA Agreement and shall terminate when all PHI and/or PIFI provided by Company to Business Associate, or created or received by Business Associate on behalf of Company is destroyed or returned to Company or, if it is infeasible to return or destroy PHI and/or PIFI, protections are extended to such information in accordance with the termination provisions in this BA Agreement.
24. Audit. Company shall have the right to audit and monitor all applicable activities and records of the Business Associate to determine compliance with the requirements relating to the creation or use of PHI and/or PIFI as it relates to the privacy and security sections of this Agreement.
25. Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI and/or PIFI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Company may, by written notice to the Business Associate, amend this BA Agreement in such manner as Company determines necessary to comply with such law or regulation.
26. Survival. The obligations of Business Associate under this BA Agreement shall survive the termination of this Agreement.
27. No Third-Party Beneficiaries. The parties agree that there are no intended third party beneficiaries under this BA Agreement.
28. De-identified Data Creation. Business Associate is prohibited from converting PHI to de-identified data, unless the Company approves of Business Associate's proposed plan for accomplishing the conversion and such conversion meets the requirements of 164.514 of the Code of Federal Regulations.
29. Notices. Any notices to be given hereunder shall be made via U.S. first class mail, or hand delivery to the other party's address.
30. Relationship. This BA Agreement shall not alter the relationship between the Company and Business Associate and shall not create any additional rights other than those currently in existence as an independent contractor of the Company. There shall be no employment relationship created by the terms of this BA Agreement. Nothing contained herein shall expand the agency relationship or authority as set out in the existing Agreement. Business Associate's authority is limited to the marketing and processing of new insurance applications. This BA Agreement does not create any authority in the Business Associate regarding the processing of claims. Business Associate is specifically directed to avoid the receipt of PHI in connection with any claim.
31. Interpretation. Any ambiguity in this BA Agreement shall be resolved to permit Company to comply with the Privacy or Security Rules and the Gramm-Leach Bliley Act.

DEFINITIONS:

Terms used, but not defined, in this BA Agreement shall have the same meaning as those terms used in GLB and the Privacy Rule promulgated under HIPAA, as amended from time to time.

Breach of Unsecured PHI: Shall have the same meaning as the term "Breach" in 45 C.F.R. 164.402

Business Associate means the individual licensed and appointed by MIC pursuant to the Producers Licensing Act to sell or solicit applications for health insurance on behalf of MIC. This includes any employee or person acting on behalf of said producer.

Business Confidential Information means any information, whether oral or recorded in any form or medium that MIC provides to Business Associate that is proprietary in nature and peculiarly within the knowledge of MIC and not publicly known. The following information is not Business Confidential Information:

- (a) Information in the public domain, publicly available prior to its receipt under this BA Agreement, or became lawfully known to the Business Associate from a source other than MIC without breach of this Agreement;
- (b) Such information was independently developed by the Business Associate; or
- (c) MIC, in writing, made clear to Business Associate in providing Business Associate with such information that it was being provided on a non-restricted basis.

Any information MIC provides to Business Associate that meets the above description shall be presumed to be Business Confidential Information.

Company means Medico Insurance Company and/or Medico Corp Life Insurance Company, which are Covered Entities under the Privacy Rule.

Designated Record Set means (a) a group of records maintained by or for Company that is 1) medical records and billing records about individuals maintained by or for a covered health care provider; 2) enrollment, payment, claims adjudication and case or medical management record systems maintained by or for a covered health plan or 3) used in whole or in part by or for the covered entity to make decisions about individuals.

Disclose/Disclosure means the release, transfer, and provision of access to or divulging in any other manner of information outside the entity holding the information.

HIPAA means the Health Insurance Portability and Accountability Act of 1996, otherwise known as Public Law 104-191. HIPAA regulations were designed, in part, to improve the efficiency and effectiveness of the healthcare system by standardizing the interchange of electronic data for specified administrative and financial transactions and to protect the security and confidentiality of Protected Health Information

Individual means the person who is the subject of protected health information and shall include a person who qualifies as a personal representative in accordance with the Privacy Regulation.

Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at CFR part 160 and part 164, subparts A and E.

Protected Health Information ("PHI") means individually identifiable information, including demographic information, that (i) relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (ii) identifies the individual or for which there is a reasonable basis for believing that the information can be used to identify the individual; and (iii) is received by Business Associate from or on behalf of Company, or is created by Business Associate for or on behalf of Company, or is made accessible to Business Associate by Company. It does not include educational records covered by the Family Educational Right and Privacy Act and employment records held by Company in our role as employer.

Secretary means the Secretary of the Department of Health and Human Services or his or her designee.

Security Rule means the Standards for security of individual's electronic personal health information that is created, received, used, or maintained by a covered entity and is located at 45 CFR Part 160 and Subparts A and C of Part 164

Personally Identifiable Financial Information ("PIFI"): Any information, whether oral or recorded in any form or medium, about an Individual that relates to an insurance product, a transaction involving an insurance product or service, or providing an insurance product or service; or any list, description or other grouping of consumers (and publicly available information pertaining to them) that is derived using any personally identifiable information that is not publicly available (See "non-public personal information" as defined in the Gramm-Leach-Bliley Act Title V, Section 509).

Use with respect to PHI means the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date stated.

BUSINESS ASSOCIATE:

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Individual, Partnership or Corporation Name: _____

MEDICO INSURANCE COMPANY



President

MEDICO CORP LIFE INSURANCE COMPANY



President



MEDICO[®]

Medico Insurance Company
Medico Corp Life Insurance Company
Corporate Offices – Omaha, NE

www.GoMedico.com

Toll-Free 1-800-547-2401, Option 3

Medico Insurance Company
Administrative Services – PO Box 10386
Des Moines, IA 50306

Medico Corp Life Insurance Company
Administrative Services – PO Box 10482
Des Moines, IA 50306

Fax 515-247-2435

Distributor Direct Deposit Authorization

Instructions

Please complete Parts A through C, attach a voided check, and return to Medico Insurance Company ("Medico") and/or Medico Corp Insurance Company ("Medico Corp"). For your convenience you may also fax in the form and voided check to 515-247-2435.

Part A: Bank Account Holder Personal Information – Please Print

Name _____

Address _____
Street Address City State Zip

Phone No. _____ E-mail Address _____

Part B: Bank Account Information

Start Direct Deposit Change Account Information

Please Attach A Voided Check

Checking Savings

Routing Number

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Account Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Part C: Bank Account Holder(s) Signature(s)

I (We) give permission to Medico and/or Medico Corp to automatically make payments to my (our) bank account of my commissions. This authorization will remain in force unless I (we) cancel it or my (our) bank account is closed.

Signature _____ Date _____
As it appears on bank records.

Printed Name _____

Signature _____ Date _____
If joint account.

Printed Name _____



Medico Insurance Company
Medico Corp Life Insurance Company
Corporate Offices – Omaha, NE

www.GoMedico.com

Toll-Free 1-800-547-2401, Option 3

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Administrative Services – PO Box 10386
Des Moines, IA 50306

Medico Corp Life Insurance Company
Administrative Services – PO Box 10482
Des Moines, IA 50306

Fax 515-247-2435

Agent Credit Card Authorization

Name (First, Last): _____

Billing Address: _____

City, State, ZIP Code: _____

By providing this information and signing this form, I authorize Medico Insurance Company and/or Medico Corp Life Insurance Company to charge my MasterCard/VISA account for my appointment fee(s).

MasterCard VISA

Credit Card Number: _____ Expiration Date: _____

Card Security Code (CSC): _____ *The CSC (Card Security Code) number is the last 3 digits in the signature block on the back of your credit card. We are requesting this as an added security precaution.*

Name on Credit Card: _____

Agent Number if known: _____

Signature of Authorization

Date



MEDICO[®]

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Fax 515-247-2435

ADVANCE COMMISSION ADDENDUM

This Advance Commission Addendum (“Addendum”) is an Addendum to the Distributor Agreement (“Agreement”) you (“Distributor”) have already signed with Medico Insurance Company (“Medico”) and/or Medico Corp Life Insurance Company (“Medico Corp”), and establishes the terms and conditions pursuant to which Medico and/or Medico Corp will advance commissions to you. Commissions, including advances, are payable pursuant to the Commission Schedule. Distributor represents and warrants that any advances are solely for business purposes.

It is understood and agreed:

1. Medico and/or Medico Corp will pay commission advances weekly on eligible policies that are issued and whose premiums are paid on monthly bank draft or credit card mode. The advance commission will equal nine (9) months of the annualized commission. Medico and/or Medico Corp reserve the right, in their sole discretion and without prior notice, to add or remove products available for advance commissions.
2. In the event of any refund, rescission, lapsed, stop-payment or cancelled policy, any unearned portion of the advance will be deducted from the next payment otherwise payable to Distributor, including but not limited to advance(s) and any earned first-year and renewal commission.
3. Distributor will be indebted to Medico and/or Medico Corp by receiving advance commission under this Addendum. Any indebtedness will be legal debt that will be due on demand. Medico and/or Medico Corp will retain a first lien on all sums due for the satisfaction of the debt and is not limited to this means of collection. The advance debit balance shall accrue interest at a rate of 1% per month (12.7 APR).
4. Medico and/or Medico Corp may amend or terminate this Addendum at any time with prior written notice to Distributor, which notice shall not be required to meet the requirements under Section 24 of the Agreement.
5. This Addendum shall be read together and construed as one document with the Agreement, but to the extent of any inconsistency or ambiguity, this Addendum shall govern. Except as specifically provided in this Addendum, all of the terms and conditions of the Distributor Agreement shall remain in full force and effect.
6. If this Addendum and/or Agreement are terminated for any reason, Medico and/or Medico Corp may retain all first year and renewal commissions to offset advance amounts outstanding. The security created hereunder and Distributor’s obligation to repay any indebtedness shall survive termination of this Addendum and/or the Agreement.
7. If commission advances are not repaid by the Distributor when due pursuant to the terms hereof, Distributor agrees to pay all costs of collection, including, but not limited to, attorney fees, costs of suit, collection fees or such other costs and expenses as may be incurred by Medico and/or Medico Corp in such suit or action. This section shall survive termination of this Addendum and/or the Agreement.

Accepted, agreed and signed by the parties:

DISTRIBUTOR

Signature of Distributor	Name of Distributor (<i>please print or type</i>)	Date
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GUARANTOR - I recommend this Distributor and request that Medico and/or Medico Corp approve this Distributor’s advance commissions. I agree to accept responsibility as a Guarantor and to be held liable for all debts created hereunder by the above Distributor as provided in the Agreement. All terms of this Addendum shall apply to me.

Signature of Guarantor	Name of Guarantor (<i>please print or type</i>)	Date
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Title	Guarantor’s Distributor Number
-------	--------------------------------

For Home Office Use Only:		
Accepted: Medico Insurance Company and/or Medico Corp Life Insurance Company		
By: _____	_____	_____
Company Representative	Title	Date