PRODUCER AGREEMENT

Agreement made _____, 20___, between the United Concordia Companies, Inc. and/or its affiliated companies (hereinafter referred to as the "United Concordia") and _____ (hereinafter referred to as "Producer"). In consideration of the mutual promises herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. DEFINITIONS

(a) "Agreement" means this Producer Agreement

(b) "Group" means the entity entering into a contract with United Concordia for a Dental Benefits Program. As used herein, "Group" does not include an entity that purchased dental benefits coverage through an association. The meaning of "association" is not provided in this Agreement, but instead shall be determined from time to time by United Concordia.

(c) "Dental Benefits Program" means any one or a combination of the group dental health benefits plans offered through United Concordia.

(d) "Producer" means the entity and its officers, employees and agents entering into this Agreement with United Concordia.

2. APPOINTMENT OF PRODUCER - GENERAL POWERS AND DUTIES

(a) United Concordia hereby authorizes Producer to solicit applications for issuance of United Concordia's group Dental Benefit Programs in the states where the Producer has been appointed by United Concordia, subject to completion of the necessary documentation required by United Concordia, including completion of the Producer Information Form.

(b) Producer agrees that it shall be covered by an errors and omissions policy of insurance of at least one million dollars ($1,000,000). Producer further agrees to submit to United Concordia a copy of the declaration sheet from its errors and omissions policy, as a condition to its appointment as a producer.

(c) Producer agrees to notify United Concordia immediately of any termination, suspension or expiration of its license to engage in the health insurance business in any state where it has been appointed by United Concordia.

(d) Producer shall comply with United Concordia's underwriting regulations and other pertinent rules and regulations as provided to Producer by United Concordia.

(e) Neither Producer nor any of its employees or agents shall make representations with respect to United Concordia's Dental Benefit Program except as may be contained in the written material prepared and furnished to the Producer by United Concordia, and shall make no oral or written alteration, modification or waiver of any of the terms or conditions applicable to such program without the express prior written consent of United Concordia.

(f) Producer agrees that all printed matter, applications, sales literature and other written material which United Concordia may furnish shall remain the property of United Concordia, subject at all times to its control, and shall be returned to United Concordia upon demand.

(g) Producer shall not make use of any advertisement or material in which United Concordia's name and/or corporate symbols are contained, without the prior written consent of United Concordia.

(h) For the period of this Agreement and for two (2) years after termination or non-renewal of same, all information obtained by each party under or as a result of this Agreement is confidential and may not be disclosed to any person except on a need to know basis in that party's organization or as required by law without the other party's written consent. Both parties agree to be liable for and to reimburse the other party for any and all damages to the other party that arise from their acts or omissions which result in the unauthorized disclosure or use of such confidential or proprietary information.

(i) Producer will exercise all authority conferred herein personally or through its employees and agents and no others. Producer may not appoint sub-producers under this Agreement without the written consent of United Concordia. If such consent is granted, this Agreement shall terminate and Producer shall enter into a General Producer Agreement with United Concordia.

(j) Producer agrees that all Groups enrolled under this Agreement shall be billed directly by United Concordia, and not through any intermediary, including the Producer, unless expressly authorized otherwise in writing by United Concordia.

(k) Producer agrees to comply with all applicable state and federal laws, including those relating to employee benefit plans.

(l) Producer shall forward to United Concordia immediately upon receipt any and all government or other communications, complaints or inquiries, written or oral, regarding or pertaining to the dental plan programs.

(m) Producer agrees that it shall keep such records and forms that may reasonably be required by United Concordia or by applicable law. Such records, together with all manuals and all supplies furnished by United Concordia, shall remain the property of United Concordia and shall be subject to examination by or surrendered to United Concordia at any time. Producer agrees that it shall maintain complete records of all transactions pertaining to groups, along with correspondence to and from groups for the current year plus the six proceeding calendar years.

3. LIMITATIONS ON PRODUCER'S AUTHORITY

The Producer, is not permitted to perform any of the following acts:

(a) To waive, modify or change any terms, conditions, rates, proposals or limitations of any group contract issued for a Dental Benefits Program.

(b) To bind or commit United Concordia in any manner.

(c) To receive any money for United Concordia except as expressly authorized in writing, as provided in Section 2(j).

(d) To extend the time for any premium payment.

(e) To reinstate any coverage terminated.

(f) To adjust, settle, or admit liability on any claim.

(g) To solicit applications or enrollment information for Dental Benefit Programs within a state where the Producer is not appointed by United Concordia.

(h) To effect any verbal group contracts for Dental Benefits Programs.

(i) To effect any group contracts for Dental Benefits Programs except by means of authorized forms provided by United Concordia.

(j) To not use in any form any registered or unregistered trademark, tradename, or servicemark owned by United Concordia, unless authorized in writing.

(k) To extend credit or incur any indebtedness, liability, or obligation on behalf of United Concordia.

(l) To sign an application for a Dental Benefits Program on behalf of an applicant.

(m) To pay, allow, or offer to pay or allow as an inducement to any person or group, any rebate of premium or other form of consideration.

(n) To enter into any legal proceeding pertaining to United Concordia as its representative, including the acceptance of legal process on behalf of United Concordia.

4. GROUP ELIGIBILITY REQUIREMENTS

(a) In order to be eligible for the Dental Benefits Programs offered by United Concordia, a Group must comply with United Concordia's participation and underwriting standards and guidelines. These standards and guidelines are subject to change without notice.

(b) All necessary census materials and other quotation information required by United Concordia must be received by United Concordia within any deadlines it sets before a group will be considered for coverage.

(c) The group application must be accepted by United Concordia. No coverage will be effective before the date determined by United Concordia, and only if the first premium has been paid.

(d) The group must execute the required group contract(s).

5. COMPENSATION

(a) United Concordia shall pay commissions to the Producer at a rate on which the parties agree. Such commission rates shall be established separately for each Group.

(b) No commission shall be paid by United Concordia unless the Producer is designated in writing by the Group as the Producer of Record. United Concordia's obligation to pay commissions under this Agreement for premiums produced in connection with a particular Group shall terminate in the event the Producer is replaced by another producer as Producer of Record for that Group.

(c) Commissions payable under this Agreement shall be paid so long as this Agreement is in effect and the Group has dental coverage with United Concordia written through the Producer, and the Producer continues to service the Group, except as provided in Section 5(k) of this Agreement.

(d) Subject to the termination provisions set forth in this Agreement, commissions shall not be payable unless and until the premium charges to which they apply are received by United Concordia, and Producer has complied with the terms of this Agreement.

(e) Any indebtedness of the Producer to United Concordia shall be a first lien against any commission due the Producer under this Agreement, and such commission shall be applied first to liquidate such indebtedness before being payable to the Producer.

(f) If the contract with a Group is terminated and Producer returns premium charges, the Producer shall repay to United Concordia, on demand, the amount of commissions it has received on the returned premium charges.

(g) No commissions shall be payable under this Agreement on any premium charges waived under the terms of any contract of insurance for any reason and no commissions shall be payable on any interest on due and unpaid premium charges.

(h) No commissions shall be payable under this Agreement if United Concordia does not extend coverage under a group Dental Benefits Program.

(i) If this Agreement is terminated for any reason by the Producer, no commissions will be paid subsequent to the termination date.

(j) If this Agreement is terminated by United Concordia for cause, no commissions will be paid subsequent to the date of termination.

(k) If this Agreement is terminated by United Concordia for any reason other than for cause, the Producer shall be entitled to receive commissions for the balance of the Group's contract year, providing the coverage remains continuously in force and the Producer remains Producer of Record for that Group in accordance with Section 12(c) of this Agreement.

6. RESERVATION OF RIGHTS

(a) United Concordia reserves the right to reject any group application for enrollment in a group Dental Benefits Program.

(b) United Concordia reserves the right to discontinue or withdraw from sale any group Dental Benefits Program, amendment, or endorsement.

(c) United Concordia reserves the right to discontinue writing, amend or cancel any group Dental Benefits Program contract.

(d) United Concordia reserves the right to determine all terms, conditions and limitations on any group Dental Benefits Program contract.

(e) United Concordia reserves the right to amend, delete or add any United Concordia policy or procedure.

(f) United Concordia reserves the right upon reasonable notice, to audit and make copies of all records in the Producer's possession which relate to the group Dental Benefits Program or any proposal for a group Dental Benefits Program that the Producer presented to a group.

7. RELATIONSHIP BETWEEN THE PARTIES

(a) The relationship of the Parties shall be that of independent contractors. As such, each Party is responsible for its own expenses incurred pursuant to this Agreement.

(b) Nothing contained in this Agreement shall be construed as creating the relationship of employer and employee between the parties.

8. INDEMNIFICATION

(a) The Producer agrees to indemnify and hold United Concordia, its respective affiliates and subsidiaries and their respective officers, directors, and employees harmless from any damage and against any liability for loss, cost, expenses, fines, penalties, including punitive or exemplary damages and all costs of defense, including reasonable attorney's fees: (i) resulting from any act, error or omission, whether intentional or unintentional, by the Producer and its officers, directors, employees and agents related to or which arise out of the business covered by this Agreement, or (ii) resulting from any obligation, act or transaction created or performed by the Producer in violation of, in excess of, or in contravention of the duties, obligations, power and authority of the Producer set forth in this Agreement.

(b) The Producer expressly authorizes United Concordia, without precluding United Concordia from exercising any other remedy it may have, to charge against all compensation due or to become due to the Producer under this Agreement any monies paid or liabilities incurred by United Concordia by reason of any occurrence described in this Section.

9. EFFECT AND CONSTRUCTION OF AGREEMENT; GOVERNING LAW

(a) This Agreement together with all attached schedules constitutes the entire agreement between the parties with respect to the matters contained herein and shall not be modified or rescinded, except by a writing signed by both parties.

(b) This Agreement supersedes all other prior agreements between the parties.

(c) This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

(d) Any alleged breach of either party's obligations hereunder shall be resolved in accordance with the provisions of arbitration pursuant to the Rules of the American Arbitration Association ("AAA"). Such arbitration proceeding shall take place in Dauphin County, Pennsylvania.

(e) Notwithstanding the provisions of Section 9 (d) above, nothing shall preclude United Concordia from seeking relief against the Producer in a Court of Law or in Equity under appropriate circumstances, including but not limited to, a request for injunctive relief. The Producer acknowledges that its obligations under this Agreement are unique and that monetary redress may be inadequate to compensate United Concordia for the breach thereof. The parties hereby agree that the venue for any such equity proceedings shall be the Court of Common Pleas of Dauphin County, Pennsylvania. The Producer, wherever it may be located, hereby consents to personal jurisdiction and venue before the Court of Common Pleas of Dauphin County.

10. REPORTS AND AUDITS

(a) United Concordia agrees to remit to Producer a Commission Statement on a monthly basis depicting the premium charges collected and commissions paid thereon.

(b) Producer agrees to remit to United Concordia such reports of its activities at such time and in such form as are required by United Concordia.

(c) United Concordia shall have the right to audit the Producer's records with respect to this Agreement and the Producer shall have the right to audit the billing and collection of its accounts at such reasonable time and place as is agreed upon by both parties. Such agreement is not to be unreasonably withheld.

(d) Producer agrees to reimburse United Concordia for the expenses of any audit arising out of fraud or intentional misrepresentation by the Producer.

11. LICENSES AND TAXES

Producer shall obtain any and all licenses required by the applicable state or local laws or regulations and will pay all license, income, self-employment, unemployment, and any and all other taxes and levies upon the business of the Producer and will hold harmless United Concordia from all liability for the same.

12. TERMINATION AND ASSIGNMENT

(a) United Concordia may terminate Producer's appointment immediately upon the occurrence of any of the following, which shall constitute cause:

(1) Termination is required by state or federal law, or by any order of any state or federal agency or court with authority to issue such an order;

(2) Termination of the Producer's license;

(3) Producer's withholding, converting to your own use, or otherwise misappropriating funds of United Concordia or of a group;

(4) Producer's commission of any illegal act or fraud in the performance of duties as Producer for United Concordia;

(5) Producer's breach of any of the terms of this Agreement or of United Concordia's underwriting rules, regulations and instructions;

(6) Producer's conviction, entry of a plea of *nolo contendere,* or the imposition of probation without verdict for any felony or a misdemeanor related to the business of insurance, including but not limited to fraud, theft, embezzlement, or any other offense related to the misuse or taking of funds.

(b) This Agreement may be terminated at any time, by either party, by giving at least thirty (30) days prior written notice. Termination shall take effect from the expiration of the notice so given.

(c) In the event this Agreement is terminated by United Concordia, other than for cause, commissions payable as provided in Section 5 of this Agreement, if any, shall be paid to the Producer only so long as the Producer is recognized by the Group as the Producer of Record. In order to qualify for the continued payment of commissions beyond the effective date of termination, as provided in Section 5 of this Agreement, Producer shall furnish to United Concordia a current Producer of Record Letter thirty days prior to the anniversary following termination of each Group on which commissions were payable under this Agreement as of such termination date. Producer agrees that for any year a Producer of Record Letter is not so provided and for any year(s) thereafter (whether a Producer of Record Letter is provided or not), Producer shall be entitled to no further commission payments under this Agreement as to such Group.

(d) Upon termination of the Agreement, all material furnished to Producer by United Concordia shall be promptly returned to United Concordia.

(e) This Agreement shall not be assigned by the Producer without the prior written consent of United Concordia.

(f) This Agreement shall inure to the benefit of any successor(s) in interest of United Concordia or the Producer.

(g) In the event of a transfer of ownership of the Producer's business, the Producer shall remain jointly and severally liable with the purchaser/transferee for all premium remittances received and all debts and obligations incurred under this Agreement, unless otherwise agreed to in writing by United Concordia.

13. PRIVACY COMPLIANCE

(a) Member Privacy. All protected health information as defined by 45 C.F.R. § 164.501 about insureds of United Concordia Companies, Inc. ("UCCI") ("Protected Information") is subject to various statutory privacy standards, including state laws implementing Title V of the Gramm-Leach-Bliley Act; the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and regulations adopted thereunder by the Department of Health and Human Services (45 CFR Parts 160, 162, 164 and proposed Part 142). The parties will treat all such information in accordance with those standards, and will use or disclose Protected Information received from the other only for the purposes stated in this Agreement, or to comply with judicial process or any applicable statute or regulation.

(b) Business Associate Provisions. Whenever any activity under this Agreement would cause Producer to be considered a "Business Associate" under 45 C.F.R. § 160.103, the following restrictions will apply to all uses and disclosures of all Protected Information:

A. In all instances where the HIPAA "minimum necessary" standard, as provided in 45 C.F.R. § 164.502(b), applies, UCCI shall disclose Protected Information to Producer, and Producer shall collect, create, or re-disclose such Protected Information, to the minimum extent reasonably necessary to permit the performance of Producer's duties as described in this Agreement.

B. Producer shall use the Protected Information only to perform the functions delegated to it under this Agreement, and for no other purpose.

C. Producer will:

(1) Not use or further disclose Protected Information other than as permitted or required by this Agreement, or to comply with judicial process or any applicable statute or regulation;

(2) Notify UCCI in advance of any disclosure of Protected Information that Producer is required to make under any judicial or regulatory directive;

(3) Use appropriate safeguards to prevent use or disclosure of Protected Information other than for the purposes required in this Agreement as provided in Section (f) below.

(4) Report to UCCI any use or disclosure of Protected Information not provided for in this Agreement of which Producer becomes aware;

(5) Ensure that any agents, officers, directors or employees of the Producer, including a subcontractor, to whom Producer provides Protected Information received from UCCI, or created or received by Producer on behalf of UCCI, agrees to the same restrictions and conditions that apply to the protection of information under this agreement;

(6) If Producer holds any Protected Information in a Designated Record Set, as defined by HIPAA, it shall make Protected Information available to individuals as required by 45 C.F.R. § 164.524;

(7) If Producer holds any Protected Information in a Designated Record Set, as defined by HIPAA, it shall make available Protected Information for amendment and incorporate any amendments to Protected Information in accordance with 45 C.F.R. § 164.526;

(8) Make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528;

(9) Make its internal practices, books, and records relating to the use and disclosure of Protected Information received from, or created or collected by Producer on behalf of UCCI, available to the Secretary of Health and Human Services or UCCI or state regulators when called upon for purposes of determining UCCI's or Producer's compliance with federal privacy standards; and

(10) At termination of this Agreement, if feasible, return or destroy all Protected Information received from UCCI, or created or received by Producer on behalf of UCCI that the business associate still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, continue to treat all such information in accordance with the limits provided in this Agreement, and limit further uses and disclosures to those purposes that make the return or destruction of the information unfeasible.

(c) Obligations of UCCI.

A. UCCI shall provide Producer with the notice of privacy practice that UCCI produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

B. UCCI shall provide Producer with any changes in, or revocation of, permission by the individual, as defined at 45. C.F.R. § 164.501 and § 164.502(g), to use or disclose Protected Information, if such changes affect Producer's permitted or required uses and disclosures.

C. UCCI shall notify Producer of any restriction to the use or disclosure of Protected Information that UCCI has agreed to in accordance with 45 C.F.R. § 164.522.

(d) If the HIPAA regulations governing Protected Information are modified in any way affecting the Business Associate Provisions of this Agreement, as soon as reasonably possible, but no later than the compliance date for any regulation, the parties shall review this Agreement and, as necessary, modify this Agreement to incorporate any relevant provisions.

(e) Miscellaneous.

A. A reference in this Agreement to a section of 45 C.F.R. Parts 160, 162, 164 and proposed Part 142 means the section as in effect or as amended, and for which compliance is required.

B. The parties agree to take such action as is necessary to amend this Agreement to comply with any privacy rule or regulation changes.

(f) Safeguards. Producer will develop, implement, maintain and use reasonable and appropriate administrative, technical and physical safeguards to preserve the integrity, confidentiality and availability of Protected Information and to prevent non-permitted Use or Disclosure of Protected Information. When so required:

A. Such safeguards shall be consistent with applicable requirements of 45 C.F.R. Part 164, Subpart C, pertaining to the security of Electronic Protected Health Information ("EPHI");

B. Producer will ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate safeguards to protect it; and

C. Producer will report any security incident (as defined in 45 C.F.R. § 164.304) of which it becomes aware to UCCI.

14. CHANGE IN LAW

(a) This Agreement may be amended or modified to comply with changes in applicable federal or state law, which amendments or modifications shall become effective without requiring the written agreement of the parties. Such

amendments or modifications shall become effective immediately upon the mailing of the amendment or modification, unless United Concordia indicates otherwise in the amendment or modification.

15. AMENDMENTS

(a) Except as otherwise specified herein, this Agreement may be amended or modified only by written agreement of the parties. Such amendments or modifications shall become effective immediately upon the mailing of the amendment or modification, unless United Concordia indicates otherwise in the amendment or modification.

16. NOTICES

(a) All notices required or permitted to be given under this Agreement shall be in writing and shall be sent by prepaid certified or registered mail or a nationally recognized overnight courier, addressed to the party to whom it is directed at its address set forth below, or to such other address as may from time to time be specified by one party to the other. All notices shall be effective upon the earlier of (a) receipt, or (b) with respect to notices that are sent by certified or registered mail, three (3) business days after mailing, and with respect to notices sent by overnight courier one (1) business day after sending.

TO: UNITED CONCORDIA COMPANIES, INC.	**TO: PRODUCER**
_____	_____
_____	_____
_____	_____
_____	_____

b) Any party may at any time change or amend its address for notification purposes, by mailing a notice as required above, stating the change and setting forth a new address. The new address shall be effective on the date specified in such notice, or if no date is specified, on the tenth (10th) day following the date such notice is received.

17. EFFECTIVE DATE

This Agreement shall be effective as of _____, 20___, and shall continue in force until either party hereto elects to terminate it.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and in the year first above written.

For: **UNITED CONCORDIA COMPANIES, INC.**

By: _____ Date: _____
Print:
Title:

For: **PRODUCER**

Name of Producer: _____ Date: _____

By: _____
Print:
Title: