



**UNITED GROUP PROGRAMS/OPTIMED  
("UGP/OPTIMED")  
Newtown, PA**

**AGENT GROUP COMPENSATION,  
DUTIES, and RESPONSIBILITIES AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between UGP/OPTIMED and \_\_\_\_\_, Agent ("AGENT"), (together the "Parties").

This Group Compensation Schedule shall replace any previous Group Compensation Schedule.

**Group Major Medical Compensation Schedule**

OptiMed™ CMMP \* To be determined on a group by group basis

**Group Limited-Medical Compensation Schedule**

OptiMed™ 10%

**Group GAP Compensation Schedule**

OptiMed™ GAP All States (except Florida & Colorado) 15%

OptiMed™ GAP Florida and Colorado

In-Patient Plans \$1,750 & Under 5%

In-Patient Plans \$2,000 & Higher 10%

**Group Dental & Vision Compensation Schedule**

OptiMed™ Dental & Vision 10%

OptiMed™ Outpatient Prescription Drug 5%

**Voluntary Dental Compensation Schedule**

OptiMed™ Voluntary Dental 10%

**HSA Limited Medical Compatible GAP Compensation Schedule**

OptiMed HSA Limited Medical Compatible GAP 15%

**Essential Bronze Plus Program Compensation Schedule**

OptiMed Essential Bronze Plus Program \* To be determined on a group by group basis

**Individual GAP Program Compensation Schedule**

OptiMed Individual GAP (Michigan Only) 15%

**Minimum Essential Coverage Compensation Schedule**

OptiMed™ Minimum Essential Coverage (MEC) \*To be determined on a group by group basis

1. UGP/OPTIMED agrees to pay compensation at the rate specified in the Group Compensation Schedule so long as AGENT is acceptable to and is recognized as AGENT of Record by UGP/OPTIMED, and AGENT services the Business in a manner satisfactory to UGP/OPTIMED. This means that AGENT shall, at a minimum:

- be properly licensed and appointed;
- exercise reasonable diligence, industry accepted practices, and Insurer and/or UGP/OPTIMED guidelines; to maintain the policies in-force and current in the post sale period;
- provide post-sale services at a level sufficient to allow you to maintain policies;
- establish and administer procedures to assure that all appropriate forms, applications, premium remittances; and other items resulting from a sale are properly remitted to Insurer in a timely manner; or
- not attempt to induce employers or agents to move business away from UGP/OPTIMED.

2. The Group Compensation Schedule may be modified from time to time at the option of UGP/OptiMed.

3. If UGP/OPTIMED refunds any premiums, the AGENT shall pay to UGP/OPTIMED on demand the full compensation received on account thereof.
4. Any compensation now or hereafter due AGENT or his assigns under this Agreement may first be applied to liquidate any indebtedness or other liability of AGENT to the Company.
5. It is understood and agreed that UGP/OPTIMED is not responsible for any change in commission due to statutory or regulatory changes in the industry or changes due to a system wide change in commissions by the insurer, or changes due to a change in the reinsurance treaty due to a change in reinsurers.

#### **DUTIES and RESPONSIBILITIES of AGENT**

1. Other than Insurer authorized material, AGENT shall use no material of any sort promoting the Business until the same have been approved by UGP/OPTIMED. Any expenses to print approved AGENT produced material shall be borne by the AGENT unless UGP/OPTIMED, by prior written agreement, assumes such expenses.
2. Insurer may inspect and examine all books and records of AGENT which relates to the policies supporting the Business for the duration of this Agreement and for seven (7) years thereafter.
3. AGENT may not collect premiums from any Agent or policyholder without prior approval from UGP/OPTIMED. Any such premium collected must be made payable to the United Group Programs and be must be immediately remitted. AGENT may not deduct compensation from such premium. Any arrangement to the contrary must first be agreed to, in writing, by the Insurer. AGENT will not establish any bank or other accounts in the Insurer's, or UGP/OPTIMED's, name.
4. In performing the services set forth in this Agreement, AGENT shall do so in accordance with high professional standards and customary insurance industry practices, this Agreement, all written instructions and standards of the Insurer, and in compliance with all applicable laws and regulations. AGENT further agrees to obtain and to maintain, for the duration of this Agreement, all licenses and/or other legal documents required to be maintained by it under applicable law, rule or regulation. AGENT is required to provide UGP/OPTIMED any information or licensing requested by UGP/OPTIMED.
5. AGENT is required to maintain a minimum of \$1,000,000 of E&O insurance, and provide proof of coverage.
6. AGENT understands brochures and proposals are valid for thirty (30) days from the date of issuance. It is AGENT'S responsibility to contact UGP/OPTIMED and receive any updates prior to proposing or attempting to bind coverage with an employer.

#### **DUTIES and RESPONSIBILITIES of UGP/OPTIMED**

1. UGP/OPTIMED will manage the AGENT distribution system to ensure continuity of and consistency in compensation levels as well as the integrity of Agent assignments throughout the system. In this duty UGP/OPTIMED will:
  - Continue to pay AGENT for all Business produced by assigned Agent so long as this Agreement is not terminated. Should AGENT and UGP/OPTIMED agree to terminate their relationship, such termination will not reduce commission for Business produced prior to such termination, unless this agreement is terminated for cause.
  - In the event a case is submitted by AGENT or assigned Agents, UGP/OPTIMED will consider the earliest submission as the sole submission unless a Broker of Record letter accompanies one of the submissions. In this event the AGENT or Agent holding the Broker of Record letter will be recognized as the producer.
  - The Broker of Record letter controls the designation of the Agent. In the event of a dispute, UGP/OPTIMED will permit the Agent without the Broker of Record letter to obtain a countermanding letter from the client. If obtained within five (5) working days, the countermanding letter will control.

Notwithstanding anything to the contrary in this Item 1, AGENT agrees that UGP/OPTIMED retains the sole right to settle any dispute between AGENT and any other agent, its decision being absolutely binding on all parties.

2. UGP/OPTIMED will provide Insurer authorized pre and post-sale marketing and administrative material.

01/05/2015 UGP

**REPRESENTATIONS and WARRANTIES**

1. AGENT warrants that it is an independent contractor in the performance of its Duties and Responsibilities and that it controls the number of hours worked and the scheduling of those hours; that it provides its own place of business; that it has a substantial investment in the assets and facilities used to meet the obligations under this Agreement; that it is not treated as an agent, servant, or employee of UGP/OPTIMED for any purpose whatsoever; and that is solely responsible for all taxes due as an independent business.

2. No assignment, transfer or disposal of any interest that AGENT may have under this Agreement shall be valid at any time except (i) with the written consent of UGP/OPTIMED, and (ii) subject to offset rights reserved in Item 1 under, "Group Compensation Schedule".

3. Insurer retains the sole right to terminate or alter the policies, and shall have no liability to the AGENT. AGENT has no authority to change, alter, or amend any policy or any policy provision.

4. AGENT has absolutely no authority to bind the Insurer in any way. Under no circumstances will UGP/OPTIMED bind coverage or will coverage be bound until United Group Programs receives a completed Employer application, first month's premium check, completed enrollment forms, and a new business transmittal from the agent. Also, only those eligible groups meeting the underwriting requirements will be eligible to have coverage bound. It is the agent's responsibility that the underwriting requirements are met, and that all documentation needed to bind coverage is delivered to United Group Programs. AGENT is required to send in originals, and not copies.

**TERMINATION OF AGREEMENT**

This Agreement shall immediately terminate upon the occurrence of any one or more of the following:

- Death of AGENT, or liquidation of AGENT if AGENT is a partnership or corporation; or termination of any insurance licenses or other legal documents required under any applicable state law;
- The commencement of bankruptcy or insolvency proceedings by or against AGENT;
- Termination of the Insurer's policies supporting the Business (for any reason, or no reason) or revocation by Policyholder of the AGENT, or its assigned Agent, as Broker of Record;
- Failure of AGENT to pay any funds due promptly upon demand;
- Violation of any other provision of this Agreement;
- Failure of AGENT to maintain proper licenses or other legal documents required by law;
- Termination of Insurer appointment for behavior inconsistent with industry custom and practice;
- Upon reason of fraud or willful or negligent violation of any law or statute, or misappropriation of funds by AGENT, or upon revocation of agent's license for cause as determined by the insurance department of any state or territory;
- Fraud or misrepresentation is grounds for termination and forfeiture of commissions;
- Failure of the Parties to reach mutual agreement on any revision to the Group Compensation Schedule; or
- Either party may terminate this agreement upon ninety days notice in writing to the other party.

**APPLICABLE LAW:**

Choice of Forum/Choice of Governing Law: This Agreement shall only be interpreted and enforced in accordance with the laws of the State of Florida and the proper venue to resolve any and all disputes arising from the any of the terms, responsibilities, or liabilities under this Agreement shall be in Palm Beach County, State of Florida.

**AGENT**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Address: \_\_\_\_\_

**UGP/OPTIMED**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_