

Business Associate Agreement

This Business Associate Agreement (the "Agreement") is effective as of March 29, 2016 (hereinafter "Effective Date") by and between Troy Community Consolidated School District 30C ("Company"), on behalf of Company's Health Plan (hereinafter "Covered Entity"), and Mesirow Insurance Services, Inc. (hereinafter "Business Associate") (each, a "Party" and collectively the "Parties"). This Agreement replaces and supersedes the terms of any business associate agreement between the Parties.

The Parties hereby agree as follows:

1. Definitions. Unless otherwise specified in this Agreement, all capitalized terms used in this Agreement and not otherwise defined in this Agreement have the meanings set forth in the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Parts 160 and 164 (the "HIPAA Rules") as each is amended from time to time, provided that:

"Electronic Protected Health Information" (also referred to as "ePHI") shall be limited to "electronic protected health information," as defined in 45 CFR Section 160.103, created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

"Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

"Protected Health Information" (also referred to as "PHI") shall be limited to "protected health information" as defined in 45 CFR Section 160.103, created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity, and shall include, without limitation, ePHI.

"Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, subparts A and C.

2. Obligations and Activities of Business Associate

- (a) General. Business Associate agrees to abide by all federal and applicable state laws (to the extent not preempted by federal law) concerning the confidentiality, privacy, and security of Protected Health Information, and to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- (b) Privacy and Security Safeguards. Business Associate shall use appropriate safeguards, and comply with the Security Rule with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this Agreement.
- (c) Downstream Subcontractors. In accordance with 45 CFR Section 164.308(b)(2) and 45 CFR Section 164.502(e)(1)(ii), Business Associate shall ensure that any Subcontractors that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such Protected Health Information.
- (d) Access to PHI. Business Associate agrees to make available Protected Health Information in a Designated Record Set to Covered Entity, or, as reasonably requested by Covered Entity, to the Individual or the Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. Section 164.524. The immediately preceding sentence shall apply only to the extent (if any) that Business Associate maintains PHI in a Designated Record Set. If Business Associate receives from an Individual a request for access to PHI in a Designated Record Set pursuant to 45 C.F.R. Section 164.524, Business Associate shall promptly notify Covered Entity of such request.

- (e) Amendment of PHI. Business Associate agrees to make available for amendment, and incorporate any amendments to, Protected Health Information in a Designated Record Set as directed or agreed to by Covered pursuant to 45 C.F.R. Section 164.526. The immediately preceding sentence shall apply only to the extent (if any) that Business Associate maintains PHI in a Designated Record Set. If Business Associate receives from an Individual a request for amendment pursuant to 45 C.F.R. Section 164.526, then Business Associate shall promptly notify Covered Entity of such request.
- (f) Audits. For purposes of determining compliance with HIPAA Rules, Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary. Business Associate shall retain books and records relating to its use and disclosure of Protected Health Information as required under the HIPAA Rules.
- (g) Accounting of Disclosures. Business Associate agrees to make available to Covered Entity PHI maintained by Business Associate and required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528. Business Associate may impose a reasonable fee for such accounting in accordance with 45 C.F.R. Section 164.528(c). If Business Associate receives from an Individual a request for an accounting pursuant to 45 C.F.R. Section 164.528, then Business Associate shall promptly notify Covered Entity of such request.
- (h) Compliance with Privacy Rule. To the extent, if any, that Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.
- (i) Minimum Necessary. Business Associate agrees that it shall make reasonable efforts to request from the Covered Entity and so disclose to its affiliates, subsidiaries, agents and subcontractors or other third parties, only a Limited Data Set or, if necessary or otherwise permitted by HIPAA Rules, the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder. Business Associate agrees that "minimum necessary" shall be interpreted in accordance with the HIPAA Rules, and agrees to comply with guidance as issued from time to time by the Secretary on minimum necessary standards under the Privacy Rule.
- (j) Standard Transactions. If Business Associate conducts any Standard Transactions on behalf of Covered Entity, Business Associate shall comply with the applicable requirements of 45 C.F.R. Part 162.
- (k) Reporting Breaches and Security Incidents. Business Associate agrees to report to Covered Entity: (i) any use or disclosure of PHI not permitted by this Agreement of which Business Associate becomes aware, including any Breach of Unsecured PHI, without unreasonable delay, and in no case later than sixty (60) calendar days after Discovery of the applicable Breach, use or disclosure, and (ii) any Security Incident within thirty (30) days of becoming aware of such Security Incident. However, certain low risk attempts to breach network security, such as pings on the firewall; port scans; attempts to log onto a system or enter a database with an invalid password or username; denial-of-service attacks that do not result in a server being taken off-line; and malware, such as worms or viruses, shall not constitute a Security Incident under this Agreement, provided they do not penetrate the perimeter, do not result in an actual breach of security and remain within the normal incident level. Breach notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during the Breach. Business Associate shall provide the Covered Entity with any other available information that Covered Entity is required to include in its notification to the affected Individuals under the HIPAA Rules.
- (l) Subpoenas and Other Requests for Information. Business Associate agrees, as allowed under applicable law, to notify Covered Entity of all requests for disclosure of PHI from a law enforcement or government official, or pursuant to a subpoena, other legal request or court or administrative order that relate specifically to the Covered Entity or the Company, or which relate to a specific Individual's current or past participation in a Company-

sponsored health plan, to Covered Entity, as soon as administratively practicable, but no later than ten (10) business days following Business Associate's receipt of such legal request.

- (m) Training. Business Associate shall provide training as to the HIPAA Rules to all of its employees who will handle or be responsible for handling PHI.

3. Permitted Uses and Disclosures by Business Associate

3.1 General Use and Disclosure. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform its obligations and services to Covered Entity, or as Required by Law, or as provided in Section 3.2 of this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity, except as provided in Section 3.2 of this Agreement.

3.2 Specific Use and Disclosure Provisions

- (a) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (b) Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required By Law, or that Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will be held confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) Business Associate may use or disclose PHI in order to perform its obligations and services to Covered Entity, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done directly by Covered Entity.
- (d) Except as otherwise limited in this Agreement, and to the extent provided for under this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity, as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).
- (e) Business Associate may use PHI of Covered Entity to de-identify the information in accordance with 45 C.F.R. Section 164.514(a)-(c), and may use and disclose such de-identified information.

4. Obligations of Covered Entity

4.1 Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.

- (a) Covered Entity shall promptly provide Business Associate with the notice of privacy practices that Covered Entity maintains in accordance with 45 C.F.R. Section 164.520, as well as any changes to that notice.
- (b) Covered Entity shall provide Business Associate with written notice of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) Covered Entity shall notify Business Associate, in writing, of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. Section 164.522, if such restrictions may affect Business Associate's use or disclosure of PHI. Business Associate agrees to conform to any such restriction.

- (d) Covered Entity acknowledges that it shall provide to, or request from, the Business Associate only the minimum Protected Health Information necessary for Business Associate to perform or fulfill a specific function required or permitted hereunder.

4.2 Permissible Requests by Covered Entity

If Covered Entity requests Business Associate to use or disclose Protected Health Information, Business Associate may require such request to be made in writing by an individual who is authorized by Covered Entity or is in a class of individuals or in a position authorized by Covered Entity, to make formal requests pertaining to Covered Entity's use or disclosure of Protected Health Information. Such an individual shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rules if done by Covered Entity.

5. Termination

- (a) Term. The term of this Agreement shall commence on the Effective Date and shall terminate as provided below in this Agreement.
- (b) Right to Terminate for Cause. Covered Entity may terminate this Agreement if Covered Entity determines that Business Associate has violated a material term of this Agreement, provided that Covered Entity shall first provide Business Associate with written notice describing the violation and an opportunity (in no event less than fourteen (14) days unless no cure is possible) for Business Associate to cure the breach or end the violation. Covered Entity shall have the right to immediately terminate this Agreement and related agreements and/or the relationship if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.
- (c) Effect of Termination.
 - (1) Except as provided in paragraphs (2) and (3) of this section, upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity (or, if agreed by covered Entity, destroy) all Protected Health Information that Business Associate still maintains in any form, and retain no copies of PHI. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate.
 - (2) In the event Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible, shall extend the protections of this Agreement to such Protected Health Information, and shall limit further uses and disclosures to those purposes that make the return or destruction infeasible. Covered Entity shall bear the cost of storage of such Protected Health Information for as long as storage by Business Associate is required.
 - (3) Business Associate may retain PHI as necessary in order for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, and may use and disclose such PHI for the purposes for which it was retained and subject to the same conditions set forth in Sections 3.2(a) and (b) of this Agreement. Business Associate shall return to Covered Entity (or, if agreed by Covered Entity, destroy) PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

6. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.

- (b) Amendment. This Agreement may be amended upon the mutual written agreement of the Parties. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, or the publication of any decision of a court of the United States or any 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, either Party may, by written notice to the other Party, request or propose amendments to this Agreement in such manner as such Party determines necessary to comply with such law or regulation. If the other Party disagrees with such amendment, it shall so notify the first Party in writing within thirty (30) days of the notice. If the Parties are unable to agree on an amendment within thirty (30) days thereafter, then either Party may terminate the Agreement on thirty (30) days written notice to the other Party.
- (c) HIPAA Rules Applicable to Business Associate. Notwithstanding anything in this Agreement to the contrary, Business Associate agrees to comply with all provisions of the HIPAA Rules applicable to it as a "business associate" within the meaning of 45 C.F.R. Section 160.103.
- (d) Survival. The obligations of Business Associate under sections 5(c)(2) and (3) and 6(c) & (g) of this Agreement shall survive the termination of this Agreement.
- (e) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits both Parties to comply with the HIPAA Rules. In the event of any inconsistency or conflict between this Agreement and any other agreement between the Parties, the terms, provisions and conditions of this Agreement shall govern and control.
- (f) No Third Party Beneficiary. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- (g) Indemnification. Each Party agrees to indemnify, defend and hold harmless the other from and against any and all liability that the other Party may incur as a result of the indemnifying Party's material breach of this Agreement or its failure to comply with applicable law. Business Associate is entitled to rely on instructions, communications, or other directions from Covered Entity concerning disclosure of Protected Health Information.
- (h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, to the extent not preempted by federal law.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Troy Community Consolidated School District 30C

Elaine Colombo on behalf of
Troy Community Consolidated School District 30C

By: _____

Its: _____

Date: _____

Mesirow Insurance Services, Inc.

Mark Kmety on behalf of
Mesirow Insurance Services, Inc.

By: _____

Its: _____

Date: _____



353 North Clark Street, Chicago Illinois 60654
312.595.6000 • mesirofinancial.com

Elaine Columbo
Troy Community Consolidated School District 30C
5800 West Theodore Street
Plainfield, IL 60586

RE: Employee Benefits Program
Policy Term: July 1st 2016- July 1st 2017

Elaine,

Below is a summary of the employee benefits service deliverables Mesirow Financial will provide to Troy Community Consolidated School District 30-C during your July 1st 2016- July 1st 2017 policy term.

Employee Benefits Service Deliverables

Annual Benefit Plan Audit

- Review short-term and long-term goals.
- Review risk tolerance and financial objectives.
- Plan cost analysis.
- Plan design analysis.
- Plan administration review.
- Premium statement review for accuracy.
- Review of plan communication materials (booklets, benefit summaries, brochures, benefit guides, SPDs, SBCs, etc.).

Competitive Assessment

- Benchmark current plan offerings, plan designs, total costs and employee contributions.
- Review historical cost trends.
- Review alternate funding mechanisms.
- Evaluate technology alternatives such as benefit statements, web-based portal, online / web-based enrollment systems, payroll, HRIS systems (HRTechnology Advisors).
- Examine carrier's financial stability and rating.

Plan Improvement Guidance

- Plan design analysis.
- Employee contribution analysis.
- Utilization analysis of current plan performance (in-network utilization, discount analysis, employee cost sharing, diagnostic category trends, etc.).
- Determine administrative needs and requirements.
- Review wellness opportunities (carrier level and third party) based on client needs, chronic condition metrics, and budget.
- Assist with wellness program overall structure, design and deployment.

Vendor Management

- Contract review and negotiation.
- Price and service negotiations.
- Discount analysis and discount guarantee negotiations, if applicable.
- Analysis of vendor performance relative to guarantees, if applicable.
- Periodic claims experience reviews.
- Coordinate and attend periodic vendor informational/educational presentations.
- Evaluate new vendor products and benefit provisions.
- Maximize vendor product and service deliverables.

Strategic Recommendations

- Additional product discussion.
- Analyze administrative needs and potential efficiencies.
- Review potential market and program alternatives.
- Review Health Care Reform impact and strategy for compliance.

Renewal Negotiations

- Pre-renewal.
- Analysis of plan performance and renewal underwriting projections.
 - Educate and evaluate alternate design approaches and potential cost impact.
 - Discuss market alternatives and potential network, cost and administrative impact.
 - Model plan design alternatives.
- Prepare request for proposal (RFP), if required.
 - Review alternative bids.
 - Coordinate carrier interviews.
 - Prepare financial and benefits comparisons.
- Model employee contribution schemes.
 - Model financial impact of changes and changes to various employee groups, if needed.
 - Compare current and alternative contributions to benchmarks.
- Renewal.
 - Analyze renewal offer and negotiate where appropriate.
 - Finalize plan designs, fees, rates, and guarantees.
 - Finalize employee contributions.
 - Coordinate employee meetings and communication campaign.

Plan Administration Assistance

- Ongoing escalated claim intervention/ troubleshooting.
- Ongoing escalated policy administration troubleshooting.
- Provide ongoing regulatory compliance guidance.
 - In-house benefits compliance attorney.
 - Provide Mesirow Financial prepared Health Care Reform Roadmap to Compliance.
 - Provide Mesirow Financial prepared legislative Updates.
 - Provide Mesirow Financial prepared Benefits Looks At reference materials.
 - Provide ThinkHR's on-demand phone/email support, resource library and training services.

Plan Communication Assistance

- Ability to advise and recommend available technology communication and benefit administration platforms (HRTechnology Advisors) as well as potential integration of these platforms.
- Develop communication and education strategy and support services around available technologies.
- Understand social media and mobile applications.
- Assist with periodic carrier meetings.
 - Schedule, attend and coordinate educational review meetings at required locations.
 - Schedule, attend and coordinate carrier review meetings at required locations.
 - Present benefit materials to insured membership on an as needed basis.
 - Review and edit annual renewal communication materials.

Reporting

- Periodic claims experience reviews, metrics assessment and trend analysis.
- Periodic Financial Analysis of plan(s) performance (in-network utilization, discount analysis, key-provider analysis, etc.).
- Large claims analysis, impact and diagnosis review.
- Periodic Premium versus Claims Reporting.
- Health Plan Intelligence Trend and Dashboard Management Report by PlanIT (affiliate).

Thank you again for the time your administration and has dedicated to this process. We greatly appreciate the opportunity to work with Troy Community Consolidated School District 30-C.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Kmety', with a long, sweeping horizontal line extending to the right.

Mark Kmety
Senior Managing Director