



HealthSource RI
Rhode Island Health Benefit Exchange

**SMALL GROUP HEALTH OPTIONS PROGRAM (“SHOP”)
AGENT / BROKER AGREEMENT**

Background

HealthSource RI (the “Exchange”) will assist qualified small employers through the Small Business Health Options Program (“SHOP”) by facilitating the enrollment of eligible employees in qualified health plans approved for sale through the SHOP (“QHPs”).

To maximize access to health insurance coverage for employees of small businesses across Rhode Island, the Exchange desires to certify certain licensed brokers and agents to assist eligible employers in purchasing QHPs through the SHOP, provided that the agent or broker has satisfied the requirements set forth in this Agreement and a signed copy of this Agreement has been filed with the Exchange in advance. Such authorized agents and brokers will at no time be agents or employees of the Exchange or the State of Rhode Island.

Agreement

In consideration of the terms outlined below and the promises and obligations of each party to the other, the **HealthSource RI SHOP Exchange** and the **undersigned AGENT OR BROKER** (also referred to as “Producer”), hereby acknowledge and agree as follows:

1. Producer is duly licensed and in good standing with the Rhode Island Department of Business Regulations (“DBR”).
2. Prior to and as a condition of providing any services with respect to enrollment in QHPs through the SHOP Exchange, Producer must:
 - (A) Provide the Exchange with proof of licensure from DBR;
 - (B) Complete a training program regarding the SHOP (the “SHOP Certification Training Program”) that has been approved by the Exchange, which shall include but not be limited to: (i) instruction in the range of QHP options, (ii) the submission of applications through the Exchange website, and (iii) privacy and security standards;

- (C) Pass the examination approved by the Exchange to confirm the successful completion of the SHOP Certification Training Program; and
 - (D) Receive notification from the Exchange that the Producer is certified to sell QHPs through the SHOP.
3. Sales commissions will be paid directly to Producer by QHP issuers. HealthSource RI will not oversee or pay sales commissions.
 4. Producer shall not solicit or assist employers and/or their employees with respect to enrollment in QHPs or receive remuneration from a QHP for these services until the conditions set forth in paragraph 2 have been met.
 5. It is incumbent upon Producer to secure Producer agreements or Certificates of Appointment from QHP issuers and Broker of Record letters from employers in order to be compensated for the Producer's services provided in connection with enrollment in a QHP. This Agreement does not provide the undersigned Producer with authority to represent or be compensated by a QHP issuer or to represent or be compensated by an employer or an employee seeking to enroll in a QHP through the SHOP.
 6. Producer shall not charge a service fee with respect to enrollment in QHPs.
 7. Producer's access to and use of the Agent / Broker portal on the Exchange website is conditioned upon acceptance by the Exchange.
 8. Producer must accurately and completely record and submit to the Exchange all information that the Exchange requires in order to provide services to eligible employers through the SHOP.
 9. Producer must maintain adequate books and records in accordance with applicable law and standards within the health care insurance industry.
 10. Producer shall at all times comply with the Exchange's Privacy and Security standards, including all incident and breach reporting requirements, which are consistent with the provisions of 45 CFR § 155.260 and the privacy and security standards of the Health Insurance Portability and Accountability Act ("HIPAA").
 11. Producer acknowledges and agrees that at no time will Producer be acting as an agent or employee of the Exchange or the State of Rhode Island. This Agreement does not give Producer any power or authority other than that which is expressly set forth herein.
 12. If Producer's license is suspended, revoked or not renewed by the State of Rhode Island, his or her authorization under this Agreement will be suspended immediately and automatically.

13. Producer shall comply with Rhode Island State law related to agents and brokers, including applicable State law regarding licensing, confidentiality and conflicts of interest.
14. Producer acknowledges and agrees that he or she will perform all services with respect to the purchase and sale of QHPs through the SHOP Exchange in accordance with the highest ethical standards relating to agent and broker services.
15. Any advertising material distributed by Producer regarding the Exchange shall use the logo and branding designated by HealthSource RI in referring to the Exchange. Producer shall provide copies of advertising material and/or a description of its advertising material to HealthSource RI upon request.
16. Producer may not use marketing practices that will have the effect of discouraging the enrollment of employees in QHPs with significant health needs.
17. Producer acknowledges and agrees that his or her name and contact information may be listed on the Exchange website.
18. In the event that the Exchange provides Producer with a referral to a particular small business interested in enrolling in health insurance through the SHOP, the Producer shall contact the business promptly, without unreasonable delay.
19. Producer shall comply with all provisions of the State of Rhode Island and federal law regarding advertising material and marketing practices.
20. Producer may not offer incentives of any kind to potential applicants to enroll in a QHP.
21. Producer agrees to provide the Exchange, upon request, with information relating to Producer's arrangement(s) with QHP issuers.
22. Producer will indemnify and hold harmless the State of Rhode Island and its employees, agents and independent contractors from any claims, liability, judgments, damages or costs asserted or awarded against or incurred as a result of any act, error, or omission of Producer.
23. No waiver of any breach of any provision of this Agreement shall be deemed a waiver of any subsequent breach of the same type, or a breach of any other provision of this Agreement.
24. This Agreement and the authorization for the services outlined herein are specific to the undersigned Producer and may not be assigned.
25. Producer understands and agrees that the initial term of this Agreement shall be from October 1, 2013 through December 31, 2015.

Following the initial term as just described, a Producer may reapply to the Exchange for renewal of his or her authorization to continue to serve as a Producer for successive two (2) year Contract Years unless otherwise terminated by the Exchange.

As a condition of Renewal the Producer must provide the Exchange documentation of the conditions set forth in paragraph “2” of this Agreement, including proof of licensure and the completion of any updated SHOP Certification Training Program and testing to certify completion of the Program.

26. The Exchange may terminate this Agreement at any time for failure of the Producer to comply with the terms of this Agreement.
27. Any notices provided under this Agreement shall be in writing and directed to (1) the Agent/Broker at the address that the undersigned has provided to the Exchange and (2) the Exchange, as follows:

HealthSource RI
Attn.: Diana Desjardins
SHOP Exchange for the State of Rhode Island
State House, Room 124
82 Smith Street, Providence, RI, 02903

BROKER CERTIFICATION APPLICATION

APPLICANT INFORMATION

Name:

Date of birth:

Phone:

Current address:

City:

State:

ZIP Code:

E-mail:

Cell:

AGENCY INFORMATION

Current agency:

Agency address:

Phone:

E-mail:

Fax:

City:

State:

ZIP Code:

INSURANCE LICENSE INFORMATION

Lines of Authority:

RI License #:

National Producer #:

TIN (TAX IDENTIFICATION # FOR COMMISSION PURPOSES)

TIN:

Pay commissions to (circle one): Agency or Applicant

Current RI carrier appointments (list all):

1.

4.

7.

2.

5.

8.

3.

6.

9.

I HEREBY CERTIFY, UNDER PENALTY OF PERJURY, THAT ALL OF THE INFORMATION IN THIS APPLICATION IS TRUE AND COMPLETE, AND THAT I HAVE READ AND ACCEPT THE TERMS AND CONDITIONS OF CERTIFICATION CONTAINED IN THE AGENT/BROKER AGREEMENT. I AM AWARE THAT SUBMITTING FALSE INFORMATION OR OMITTING PERTINENT OR MATERIAL INFORMATION IN CONNECTION WITH THIS APPLICATION IS GROUNDS FOR CERTIFICATION REVOCATION OR DENIAL OF CERTIFICATION AND WILL RESULT IN NOTICE OF SAME TO THE LICENSING AUTHORITY. ALSO, I CERTIFY THAT I GRANT PERMISSION TO THE EXECUTIVE DIRECTOR OF HEALTHSOURCE RI TO VERIFY ANY INFORMATION CONTAINED IN THIS APPLICATION WITH ANY FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCY, CURRENT OR FORMER EMPLOYER OR INSURANCE COMPANY.

Signature:

Date: