



Agency Agreement

On behalf of the below named Insurance Agency, interested in providing marketing and sales services to the Retailers Association of Massachusetts Health Insurance Cooperative (“RAMHIC”), I hereby agree to the following terms and conditions detailed in this document. I acknowledge that certification as a RAMHIC approved Agency would not have been granted but for my agreeing to these terms and conditions and that certification may be terminated for Agency’s failure to comply with the terms and conditions outlined below.

I. Agency Warrantees

1. The Agency currently holds all applicable licenses and certifications required to market and sell insurance in the Commonwealth of Massachusetts and shall continue to remain in good standing with all applicable licensing boards.
2. The Agency currently has in place an adequate errors and omissions insurance policy and shall continue to maintain such policy for the duration of this agreement.
3. All Agency representatives listed below in Appendix A shall take part in an introductory broker training session prior to marketing or selling any products through RAMHIC and are required to participate in an annual continuing education program, as determined by RAMHIC.
4. The Agency shall not enroll, in RAMHIC or a health benefits plan offered by RAMHIC, any business that does not satisfy the following eligibility requirements:
 - a. The businesses’ number of eligible employees must not exceed 50; eligible employee is defined as one who works on a full-time basis with a normal work week of 30 or more hours and is hired to work for an intended period of not less than five months.
 - b. The business must be a member of the Retailers Association of Massachusetts (RAM), the Massachusetts Package Store Association (MassPack) or another qualified association that has contracted with RAMHIC to obtain health insurance coverage for its members.
 - i. Current association members must confirm their membership by completing the Qualified Association Verification form included in the RAMHIC Membership Application discussed below;
 - ii. Non-association members must join either RAM or MassPack by completing the applicable Qualified Association Membership form included in the RAMHIC Membership Application discussed below and submitting a check to the applicable association for membership dues;
 - iii. The business must review and sign a RAMHIC Member Agreement which details the terms and conditions of membership in RAMHIC;
 - iv. The business must maintain a wellness program participation rate of 50% of its employees and dependents covered by a health benefits plan offered through RAMHIC;

- v. The business must pay any wellness or administration fees due pursuant to the RAMHIC Member Agreement;
 - vi. The business must not have withdrawn nor have been terminated from membership in RAMHIC or another certified group purchasing cooperative during the three years prior to enrollment.
5. The Agency, in marketing and selling health insurance to small business clients who fall within the wholesale sector SIC codes (5000 to 5199) and retail sector SIC codes (5200 to 5999), will treat RAMHIC offered health benefit plans as their preferred plan.
6. The Agency shall provide all businesses interested in applying for RAMHIC membership with the **RAMHIC Membership Application** consisting of five documents - the RAMHIC Membership Agreement, the Qualified Association Member Verification form, the MassPack Association Membership form and the RAM Association Membership form and a Wellness Program Registration Instruction Sheet. The Agency agrees to assist the applicant in completing the applicable forms and to collect and forward said forms and required dues checks as follows:
 - a. All RAMHIC Membership Agreements and Qualified Association Membership Verification forms shall be forwarded to RAMHIC by fax to 617-523-4321, via email to info@retailersma.org, or by mail to the Retailers Association of Massachusetts, Attn: RAMHIC, 18 Tremont St., Suite 810, Boston, MA 02108.
 - b. RAM/MassPack Association Membership forms and accompanying dues checks shall be forwarded by mail only to the address listed on the applicable form.
7. The Agency shall report to RAMHIC, on a quarterly basis, the following information regarding business sold through RAMHIC.
 - a. Client name and contact info (address, telephone and fax numbers, and email);
 - b. Name of broker that sold the case;
 - c. Type of plan sold: (i.e. single, dual-family);
 - d. Brand and Plan sold;
 - e. Premium Amount;
 - f. Effective date;
8. The Agency's certification as a RAMHIC broker may be terminated upon written notice by RAMHIC for failure to comply with the terms of this agreement or for failure to produce new business.
9. Upon termination of the Agency's certification, the Agency shall return any unused RAMHIC marketing material to RAMHIC.
10. The Agency shall not deny coverage to an otherwise eligible applicant based on health condition, age, race or sex.
11. The Agency shall comply with the Health Insurance Portability and Accountability Act of 1996 and adhere to the Standards for Protection of Personal information of Residents of the Commonwealth as found in 201 CMR 17.00, in the performance of this agreement.

II. Term and Termination

1. This Agreement shall be effective as of the date of signature by RAMHIC and shall continue for a term of (1) year, unless otherwise terminated as provided herein. After the Term, this agreement shall renew for additional periods of (1) year unless either party provides the other with (30) days written notice of its intent not to renew.
2. This Agreement may be terminated upon (30) day written notice.
3. Any termination of this Agreement shall not affect the accrued rights or liabilities of either party. In particular, any information collected prior to termination that is required to be reported to RAMHIC pursuant to paragraph I, section 7 must still be reported within a reasonable period following the date of termination.

III. Confidentiality

1. The Agency understands that RAMHIC is engaged in the business of negotiating with one or more health insurance carriers for the group purchase of health insurance coverage for its members as well as providing related products and services, and that in providing such services, RAMHIC receives confidential and sensitive information regarding the members of RAMHIC, those members' employees and the employee's dependents or other claimants, including patient medical information. The Agency agrees to keep confidential all non-public or proprietary information, whether written or verbal, in whatever form of media, of RAMHIC, its members, members' employees and employees' dependents.

IV. Miscellaneous

1. The Agency agrees to the following provisions:
 - a. Failure to enforce rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
 - b. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.
 - c. This Agreement may not be amended for any reason without prior written agreement of both Parties.
 - d. This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof unless any representation or warranty made about this agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.
 - e. Neither party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the Failure or delay is caused by any circumstances beyond its reasonable control.
 - f. This Agreement shall be governed by the laws of Massachusetts.

V. Applicant Information

Agency Name: _____

Address: _____

City/Town: _____ State: _____ ZIP: _____

Phone: _____

Representative/Contact [please print] _____

Title: _____

As a duly authorized representative of the aforementioned Agency, I hereby agree to the terms and conditions of this agreement and hereby certify that I am authorized to enter this agreement.

Printed Name of Representative: _____

Signature: _____ Date: _____

