

**NEIGHBORHOOD HEALTH PLAN OF RHODE ISLAND:
SMALL BUSINESS HEALTH OPTIONS PROGRAM**

PRODUCER AGREEMENT

This **PRODUCER AGREEMENT** ("Agreement") made effective as of the _____ day of _____, 20_ (the "Effective Date") is between the **NEIGHBORHOOD HEALTH PLAN OF RHODE ISLAND** ("Neighborhood") with a principal place of business at 910 Douglas Pike, Smithfield, Rhode Island 02917, and _____ ("Producer"), with a principal place of business at _____

Background

Neighborhood is offering health insurance plans to small employers via the Small Business Health Options Program ("SHOP") operated by the State of Rhode Island, Office of the Governor, Executive Department, Rhode Island Health Benefits Exchange ("HealthSourceRI") under authority created by the Patient Protection and Affordable Care Act, as amended.

HealthSourceRI is certifying certain licensed insurance producers to assist eligible employers with purchasing qualified health plans ("QHPs") through HealthSourceRI, provided that the producer has satisfied certain requirements and entered into one or more agreements considered necessary or appropriate by HealthSourceRI.

Neighborhood is contracting with legal entities that wish to use Certified Producers to assist employers in purchasing Neighborhood's QHPs through the SHOP.

Producer employs or contracts with Certified Producers and wishes to contract with Neighborhood to assist employers in purchasing Neighborhood's QHPs through the SHOP.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, Producer and Neighborhood hereby agree as follows:

1. Producer engages individuals who are duly licensed and in good standing with the Rhode Island Department of Business Regulation (DBR) as "Insurance Producers" and are certified by HealthSourceRI to act as brokers for SHOP services ("Certified Producers").
2. Producer agrees, and will require its Certified Producers, to use their good faith, best efforts to assist eligible employers with purchasing one or more of Neighborhood's QHPs through the SHOP ("Services"). Producer agrees, and will require Certified Producers, to provide Services in a timely, professional and competent manner, in accordance with this Agreement and all applicable laws, regulations and ethical standards.
3. Producer agrees to use only Certified Producers to provide Services under this Agreement.
4. Prior to and as a condition of providing Services and receiving payment hereunder, Producer must provide Neighborhood with completed forms of Attachments 1 and 2.

5. Neighborhood agrees to pay Producer after receipt and approval of Attachment 1 "Request for Appointment", and in accordance with Attachment 2 for all Services rendered by Producer under this Agreement.
6. Producer shall not charge employers or their employees any fee of any kind with respect to enrollment in Neighborhood's QHPs.
7. Producer must accurately and completely record and submit to the SHOP all information that the SHOP requires in order to provide services to eligible employers through the SHOP.
8. Producer agrees to maintain adequate books and records in accordance with applicable laws and standards within the health care insurance industry and permit Neighborhood reasonable access to such books and records upon request.
9. Each party agrees to maintain the confidentiality of individually identifiable health information in accordance with applicable state and federal laws, including without limitation the Health Insurance Portability and Accountability Act ("HIPAA") Final Regulations for Privacy of Individually Identifiable Health Information and the Health Insurance Reform: Security Standards Final Rule.
10. Producer acknowledges and agrees that at no time will Producer be acting as an agent or employee of Neighborhood and therefore has no authority to represent Neighborhood in any respect. Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties other than that of non-exclusive independent contractors.
11. Producer agrees to provide all Services under this Agreement in compliance with the terms of Producer's agreements with HealthSourceRI.
12. Any advertising material distributed by Producer regarding Neighborhood health insurance products shall either a) be materials provided for such purpose by Neighborhood, or b) if generated by Producer, be submitted for review to Neighborhood prior to use.
13. Producer shall use the logo and branding designated by Neighborhood. Producer shall provide copies of advertising material and/or a description of its advertising material to Neighborhood upon request.
14. Producer may not use marketing practices that will have the effect of discouraging the enrollment of employees with significant health needs in Neighborhood's QHPs.
15. Producer acknowledges and agrees that his or her name and contact information may be listed on the Neighborhood website for referrals.
16. In the event that Neighborhood 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.
17. Producer may not offer incentives of any kind to potential applicants to enroll in a QHP.
18. The initial term of this Agreement shall be from the Effective Date. Producer must continue to meet the licensure and certification requirements of paragraph 3 of this Agreement and be prepared to provide such documentation at least annually.

19. Either party may terminate this Agreement without cause on at least thirty (30) days prior notice.
20. This Agreement may be terminated by either party for cause at any time during the term of the Agreement upon thirty (30) days prior written notice, unless the grounds for termination for cause have been remedied during the notice period. Grounds for termination for cause shall be:
 - a. The other party's failure to perform its obligations under this Agreement; or
 - b. The filing of any petition seeking the voluntary bankruptcy, reorganization, liquidation or similar proceeding of the non-terminating party or the filing of any involuntary bankruptcy, reorganization, liquidation or similar proceeding against the non-terminating party and such proceeding is not dismissed within thirty (30) days.
21. Neighborhood may terminate this Agreement immediately upon notice to Producer in the event Neighborhood believes in good faith that a breach by Producer of this Agreement poses an immediate danger to Neighborhood, the employers who purchase QHPs from Neighborhood, or Neighborhood's members.
22. Producer's right to receive compensation under this Agreement shall terminate contemporaneously with termination of this Agreement.
23. Each party shall indemnify and hold harmless the other, its directors, officers and employees, from and against any and all costs, expenses, debts, liabilities, damages, judgments and settlements (including reasonable attorneys' fees and legal costs) paid or incurred by them as a result of, in connection with or arising out of, any suit (in law and equity), claim, action, proceeding or investigation entered into or brought or threatened against them by any third party arising from either: (i) the negligent acts or omissions or intentional misconduct of the indemnifying party, its employees, agents or invitees; or (ii) the indemnifying party's failure to perform its obligations under this Agreement.
24. Producer agrees to obtain and maintain in effect commercially reasonable amounts of errors and omissions insurance at all times this Agreement remains in effect and for at least three (3) years following termination, expiration or non-renewal of this Agreement.
25. 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.
26. Neither party may assign its rights or delegate its duties under this Agreement without the permission of the other.
27. For all notices required under this Agreement, acceptable forms of communication include hand delivery, facsimile, electronic mail, letter sent via U.S. mail return receipt requested, or express delivery via a delivery service that obtains a receipt upon delivery. Notices communicated via U.S. mail or express delivery shall be effective if sent to the physical address listed for Neighborhood above, and for Producer on Attachment 1 or such other

address as may be designated by the receiving Party in writing. Notices communicated via facsimile and electronic mail shall be effective if sent to the facsimile number and/or electronic mail address used by the Parties in the regular course of dealing with each other under this Agreement.

28. Producer represents and warrants to Neighborhood that at all times during the term of this Agreement, and any renewal terms, neither the Producer, nor its officers, directors or five percent (5%) or more equity owners is, or will be, excluded or debarred from participation in Federal programs, including Medicaid. Producer covenants to notify Neighborhood in writing immediately of any violation of the preceding representation by Producer.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above:

Producer Legal Name:

Date

By: _____

NEIGHBORHOOD HEALTH PLAN OF RHODE ISLAND

By: _____

Date

Attachment 1

Request for Appointment

Individual Producer

Agency Producer

Section 1: Demographic Information — Individual Producer

Certified Producer Name: _____
(Last Name) (First Name) (Middle Name)

TIN _____ Date of Birth ____ / ____ / _____ Suffix _____

Phone # _____ Ext. _____ Fax # _____ Email _____

Address: _____
c/a (Optional) (Street or PO Box) (City) (State) (ZIP)

Section 2: Demographic Information — Agency Producer

Producer Name: _____

TIN _____ Taxpayer Type: Corp Sole Prop. LLC LLP Other Entity: _____

Phone # _____ Ext. _____ Fax # _____ Email _____

Address: _____
c/o (Optional) (Street or PO Box) (City) (State) (ZIP)

Section 3: Certification.

Please provide proof of:

1. RI DBR licensure of each Certified Producer;
2. HealthSourceRI certification for each Certified Producer (Neighborhood will waive this requirement if Neighborhood is able to obtain proof of such certification directly from HealthSourceRI); and
3. Errors and Omissions insurance covering Producer and each Certified Producer,

Section 4: For Producer, please list Certified Producers included under this contract (attach on separate sheet if necessary)

Name	License #	

Section 5: Signature **NOTE: ATTACHMENT 1 IS DUE NO LATER THAN 30 DAYS FROM THE EFFECTIVE DATE**

Under penalties of perjury, I certify that information provided by me in this application or in any accompanying documents is correct. This form is not valid until signed and dated.

(Date)

(Signature)

(Title)

Attachment 2

Payment

Neighborhood will pay Producer Twenty Dollars (\$20) per month, in arrears, for each Neighborhood contract (individual or family) enrolled in Neighborhood through the SHOP and attributed by the SHOP to the Producer (or Individual Certified Producers retained by Producer).

