

Health Enrollment Management Agency
(HEMA)
Referral Agent Agreement - 2019

This Referral Agent Agreement is entered into by and between _____ (hereinafter sometimes referred to as "RA") and Health Enrollment Management Agency, (hereinafter referred to as "HEMA") on the date written below.

Whereas, HEMA is a commercial general insurance agency engaged in the business of selling health insurance products to the public by various means. HEMA also performs brokerage services for other independent insurance agents, and for certain health insurance carriers which operate in numerous states.

Whereas, in furtherance of the performance of its brokerage operations, HEMA has contractual relationships with health insurance carriers, pursuant to which HEMA is paid a commission on sales of health insurance products underwritten by those health insurance carriers, and sold to consumers by independent insurance agents. HEMA facilitates these sales by various means, and, agrees to pay \$6 PMPM first year and \$6/PMPM renewal commission for the referral of the client and information or documentation required to initiate the sales process. This includes request of an Agent of Record letter from clients where it is required by the plan issuer.

It is therefore agreed to as follows:

1. HEMA hereby designates _____ as a Referral Agent ("RA").
2. The term of this Agreement is one year, commencing on _____ and terminating on _____. This Agreement may be renewed by the agreement of the parties.
3. RA shall act as an independent contractor, and nothing stated herein shall be construed to create the relationship of employer/ employee, or principal / agent between HEMA and RA.
4. For clients requiring new enrollment, RA shall send HEMA basic client information requested on HEMA Referral Questionnaire to initiate the sales and enrollment process. A HEMA in house certified agent will contact client with quotations, plan information and continue with enrollment of client if so requested. HEMA associates remain the primary contact for all service related issues.
5. Agreement may be terminated by either party by providing 60 days written notice of intent to terminate.
6. RA shall not publish, distribute, or circulate materials with HEMA logos without prior written consent of HEMA.

- 7. RA shall sign a Business Associates Agreement (attached).
- 8. HEMA considers the consumer data to be stored the on our server and secure vendor and insurer servers that HEMA associates access to be private, and will not disclose such information to third parties except health plan issuers.
- 9. During SEP **Period**, HEMA will pay RA commission ONLY if received by the insurer. Fees charged to referral clients will not be eligible for payments to Referral Agent.

IN WITNESS WHEREOF, the undersigned have executed this Associate Agent Agreement as of the date and year written.

Health Enrollment Management Agency
4151 Executive PKWY, Suite 210
Westerville, Ohio 43081

Referral Agent

By: _____
John Dodd, Jr., President Date _____

By: _____
Print Name _____ Date _____