#  A logo with a red line and blue letters  Description automatically generated

# BHPI Agency/Agency/Broker Enrollment and Compensation Data Sheet

**Please email back to** **samantha@healthlogisticsgroup.com** **for processing!**

**Agency** Name:

Business Address:

City: State: Zip Code:

Main Office Phone: Fax Number:

Corporate Email Address:

Tax ID / EIN:

**Agency** Insurance License Domicile State: License #:

Other State Licenses?

**Agent** First Name: Last Name

Residence Address:

Business Address:

City: State: Zip Code:

Office Phone: Cell Phone:

Fax Number: Home Phone:

Email Address:

Birthdate: SSN:

**Agency** Residence Insurance License State: License #:

Other State Licenses?

Contracting Check List:

1. CURRENT COPY OF INSURANCE LICENSE Please submit copies of Insurance licenses for any states you wish to become appointed in. (Licensed as an accident and health insurance Agency/Agency/Broker and engaged in the business of marketing and selling individual health insurance policies pursuant to the laws of the State of Licensure.)
2. VOIDED CHECK Provide a copy of a voided check for direct deposit purposes.
3. E&O CERTIFICATE Please provide a current copy of the certificate. (Agency/Broker shall, at all times during the term of this Agreement, maintain Errors and Omissions Insurance in amounts consistent with industry standards, but at no time less than $1,000,000 per occurrence and $1,000,000 aggregate limit unless a higher limit is required by the carrier.)

# BHPI Agency/Broker Agreement

This AGENCY/AGENT/BROKER AGREEMENT (hereinafter referred to as the “Agreement”), is effective this \_\_\_day of, 20\_\_\_ (“Effective Date”) by and between BHPI, Benefit Logistics, and all affiliated Companies (hereinafter referred to as “Company or Carrier”), and , whose business address is , (hereinafter referred to as “Agency/Agent/Broker”).

W I T N E S S E T H WHEREAS, Agency/Agent/Broker is an agency or individual pursuant to the laws of the State of Licensure, licensed as an accident and health insurance Agency/Broker, and engaged in the business of marketing and selling individual health insurance policies, products, and services pursuant to the laws of the State of Licensure; and

WHEREAS Company desires to engage the services of Agency/Agent/Broker for the purpose of marketing and selling the Products and Services offered by the Company through its Carriers; and

WHEREAS Agency/Agent/Broker desires to accept the engagement by Company to provide such Products and Services.

NOW, THEREFORE, for and in consideration of these promises and of the mutual covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

### AGENCY/AGENT/BROKER’S GENERAL RESPONSIBIITIES

A. Company hereby designates, and Agency/Agent/Broker hereby accepts appointment by Company to market the Products and Services in the Service Area in accordance with the terms and conditions of this Agreement to the extent allowed by law. Nothing precludes Company from appointing others for the purposes of marketing and selling Company’s Products.

B. Agency/Agent/Broker acknowledges and agrees that it will perform all services hereunder in accordance with the highest ethical standards relating to Agency/Broker services including, without limitation, being fully familiar with the Products and related underwriting guidelines and in compliance with all laws and regulations.

C. Agency/Agent/Broker shall keep full and complete records of all transactions pertaining to this Agreement and all other records pertaining to enrollments submitted and accepted hereunder and any and all other records that may be required, including Group Setup forms provided by the Company, by any governmental entity or Regulatory Agency in connection with Agency/Agent/Broker 's relationship with the Company, the Carrier, its enrollees, and the public.

K. This paragraph shall apply if Agent/Broker is a business entity and not an Agency.

Agent/Broker shall provide Company with a list of any individual Agents or Agent/Brokers employed by or under contract with Agent/Broker who may provide services contemplated by this Agreement on behalf of Agent/Broker. Agent/Broker shall provide Company with an updated list as changes occur. Agent/Broker agrees to the following with respect to such persons: (1) Agent/Broker warrants and represents that any individual employed by or contracted with Agent/Broker and who performs or may perform services pursuant to this Agreement is and shall remain duly licensed in accordance with applicable law. Agent/Broker shall require each such person to abide by the terms of this Agreement. (2) Upon request from Company, Agent/Broker shall provide Company with evidence of such persons’ employment or contractual arrangement, as applicable, as well as current licensure and insurance coverage. (3) Agent/Broker shall oversee the activities of its employees and contractors in accordance with Company and the Carrier’s requirements. Agent/Broker shall notify Company immediately if any person employed by or under contract with Agent/Broker has his/her license suspended, terminated, or revoked; is otherwise subject to disciplinary action or investigation under state or federal law; or has or may have violated this Agreement. Agent/Broker agrees to terminate any person’s provision of services under this Agreement immediately upon discovering that the person’s license has been suspended, terminated, or revoked, or upon receipt of a written request from Company or the Carrier.

COMMISIONS:

Company or carrier shall pay Agency/Agent/Broker a monthly commission in accordance with the terms set forth per Employer Contracted Rates. Each Employer contract shall be submitted with Agency/Agent/Broker Compensation outlined on each group set up form attached.

1. If an employee terminates all or any part of its health benefits coverage with the Carrier, no future commissions or fees will be payable by Company under this Agreement with respect to the portion of the Individual’s coverage that was terminated.
2. Agency/Agent/Broker agrees that under no circumstances may Agency/Agent/Broker give any part of compensation received by Agency/Agent/Broker for the sale of the Products to any Individual or to any other third party who assisted Agency/Agent/Broker in making a sale who is not licensed or otherwise eligible under applicable law to receive such compensation.
3. Agency/Agent/Broker shall be solely responsible for all expenses incurred by Agency/Agent/Broker in the performance of this Agreement unless Company notifies Agency/Agent/Broker in advance that Company will reimburse Agency/Broker for specifically identified expenses.
4. Agency/Agent/Broker agrees that in no event, including, but not limited to, nonpayment by Company or the insolvency or breach of this Agreement by Company, shall Agency/Agent/Broker bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a client or other person, other than Company, acting on a client’s behalf, for payments that are the financial responsibility of Company under the Agreement.

TERM and TERMINATION

1. The term of this Agreement shall be one year, commencing on signature date. This Agreement shall automatically renew for successive one-year terms unless: (i) either Party provides written notice of its intention not to renew at least sixty (60) days prior to the expiration of the then- existing term; or (ii) the Agreement is terminated in accordance with the provisions set forth below.
2. This Agreement may be terminated without prejudice to any other right or remedy available to the Party: 1. by either Party upon thirty (30) days written notice in the event that the other Party has failed to comply with any material term, condition or obligation of this Agreement, and such Party subsequently has failed to undertake substantial efforts to remedy the default within fifteen (15) days after the non-defaulting Party shall have given written notice thereof to the non-performing Party, or within such other longer period of time as in the opinion of the non-defaulting Party shall be reasonable under the circumstances. 2. immediately upon determination by a court of law or administrative body having jurisdiction over the Parties that the performance of obligations or the exercise of rights hereunder is illegal, or violates any law or regulation which may be enacted subsequent to the date hereof or any interpretation of any existing law or regulation, or violates any existing agreement with a third party or any rule or guideline promulgated pursuant to such agreement, and such disability renders the performance of the Agreement impossible. No right to terminate this Agreement shall arise under this subsection unless and until the Party desiring such termination shall make all reasonable efforts to cure the illegality or violation in question and to suggest reasonable and appropriate amendments or modifications to this Agreement so as to permit performance hereunder without affecting the illegality or violation in question.
3. by either Party, immediately upon written notice, if the other Party is unable to pay its debts, files or has filed against it a petition in bankruptcy, commences or has commenced against it any other insolvency proceedings which are not dismissed within forty-five (45) days or seeks reorganization or an arrangement with creditors.
4. by Company immediately upon notice that Agency/Agent/Broker’s license is suspended, terminated, or expired or that there has been a material change in Agency/Agent/Broker’s errors and omissions insurance coverage.

ATTESTATION AND AGREEMENT By signing below, I attest I have thoroughly reviewed this Agency/Agent/Broker Application and have answered all questions to the best of my knowledge. I acknowledge that by signing and submitting this Agency Application I have agreed to comply with all the terms and conditions of the Agreements and no future signature by me shall be necessary. I acknowledge that upon approval of this Agency Application by, I will be an independent contractor, not an employee. Accordingly, I will have no claim for vacation or sick leave, retirement benefits, Social Security, Workers’ Compensation benefits, disability or unemployment insurance benefits, or employee benefits of any kind. I agree that I will not solicit individuals to enroll in insurance products until I receive notification from The Company that this Agency Application has been approved.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this \_day of

 , 20 .

Agency/Agent/Broker BHPI

Signature date Signature date