

Brokerage Agreement

This Agreement is made as of the ____ day of _____, 20____; between Mass General Brigham Health Plan, a Massachusetts health maintenance organization (“HMO”) and _____ (“Broker”), as follows:

WHEREAS, Mass General Brigham Health Plan is licensed and operating health care services organization selling prepaid health care plans in the Commonwealth of Massachusetts,

WHEREAS, Broker is licensed by the Massachusetts Division of Insurance to sell Mass General Brigham Health Plan plans and its license is current and in full force and effect, and

WHEREAS, Broker is not an employee of Mass General Brigham Health Plan,

WHEREAS, Broker has been designated as the Broker of Record by the employer group offering the plan, and

WHEREAS, Mass General Brigham Health Plan and Broker desire to enter into an agreement whereby Mass General Brigham Health Plan compensates Broker for Broker’s services in marketing Mass General Brigham Health Plan’ fully insured commercial HMO plan(s) (“Mass General Brigham Health Plan Plans”).

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained it is mutually agreed by and between the parties hereto as follows:

1. Broker shall provide sales and marketing services for Mass General Brigham Health Plan in the marketing of Mass General Brigham Health Plan’ Plans to employer groups in the Commonwealth of Massachusetts. Broker shall at all times be licensed by the Massachusetts Division of insurance as a broker and will remain in strict compliance with all applicable state laws, federal laws, all Mass General Brigham Health Plan’ policies, procedures, and guidelines, and this Agreement. Broker shall notify Mass General Brigham Health Plan within one business day of the termination, expiration, surrender, suspension, revocation, or disciplinary proceedings relating to Broker’s license.
2. Upon request, Broker shall provide to Mass General Brigham Health Plan evidence of general liability and other insurance coverage in an amount satisfactory to Mass General Brigham Health Plan and shall maintain said coverage during the term of this Agreement. Broker agrees to indemnify and hold Mass General Brigham Health Plan harmless as to any suit, damages, cost, expenses, (including attorney fees) or loss resulting from any acts or omissions of Broker including without limitation those arising out of or in connection with Broker’s duties hereunder.
3. Mass General Brigham Health Plan shall not pay to Broker commissions based on premiums paid by employer and procured by Broker until Broker provides Mass General Brigham Health Plan a written letter of confirmation from such employer designating Broker as its “Broker of Record”
4. Broker agrees to use its best efforts to maintain the relationships between Mass General Brigham Health Plan and each employer, and to maintain full cooperation by the employer and its group of employees with Mass General Brigham Health Plan.
5. Mass General Brigham Health Plan reserves the right to review and approve all applications for contracts with prospective groups identified by Broker. Further, Mass General Brigham Health Plan reserves the right to approve all Brokers’ proposals to ensure that all proposals are in conformance with Mass General Brigham Health Plan policies,

guidelines, and procedures. Mass General Brigham Health Plan' right of prior approval of all employer group contracts shall be clearly stated in all proposals prepared by Broker. All enrollments shall take the form of the contract between the employer group and Mass General Brigham Health Plan.

6. In representing Mass General Brigham Health Plan in the marketing of Mass General Brigham Health Plan' Plans, Broker shall utilize only sales material authorized by Mass General Brigham Health Plan, shall adhere to all policies, rules, and regulations provided by Mass General Brigham Health Plan to Broker in writing with regard to sales, and shall in no way misrepresent Mass General Brigham Health Plan. Broker shall disclose to all potential employer groups that it is paid a commission by Mass General Brigham Health Plan hereunder.
7. Mass General Brigham Health Plan shall submit an invoice for premiums to each employer groups. In the event the Broker receives funds on behalf of Mass General Brigham Health Plan from any person, Broker shall accept such funds from employer groups only in the form of checks made payable to "Mass General Brigham Health Plan" and shall forward such checks to Mass General Brigham Health Plan by the close of the business day following receipt thereof.
8. In consideration for Broker's services in marketing Mass General Brigham Health Plan' Plans, Mass General Brigham Health Plan shall pay Broker a commission in accordance with the compensation schedule attached hereto as Attachment A on a monthly basis based upon the premium payments received. The commission shall be calculated on actual premium payment received by Mass General Brigham Health Plan. The records of the employer group as to enrollment shall be conclusive. Such compensation shall be payable only so long as this Agreement is in effect and Broker is recognized by the employer as the Broker of Record to receive said compensation. The compensation schedule may be modified from time to time as set forth in Attachment A.
9. In the event Mass General Brigham Health Plan pays a commission to Broker due to error, whether Broker or Mass General Brigham Health Plan error, including, but not limited to, payment of commission for premiums that the employer fails to pay to Mass General Brigham Health Plan, Broker shall promptly refund all such commission to Mass General Brigham Health Plan. If such commissions are not refunded to Mass General Brigham Health Plan within thirty (30) days of Mass General Brigham Health Plan' written request for such refund, Mass General Brigham Health Plan may collect such amount thereof directly from Broker or offset any future commissions payable against such amount.
10. The initial term of this Agreement is one (1) year from the date as of which this Agreement is executed. This Agreement shall automatically renew at the end of the initial term and continue in effect from year to year thereafter until terminated. If any party defaults in the performance of any of its duties or obligations hereunder, and such default has not been cured within thirty (30) days of the non-defaulting party's giving of written notice of such default specifying the nature of the alleged default or breach, the non-defaulting party may give notice of intent to terminate this Agreement to the defaulting party. This Agreement shall terminate with regard to all parties on the last day of the month in which the thirtieth (30) day following the date of the initial written notice of default occurs. Mass General Brigham Health Plan may terminate the Agreement without cause upon thirty (30) days plus notice to Broker.
11. Broker acknowledges that Mass General Brigham Health Plan has developed certain symbols, trademarks, service marks, data, processes, plans procedures, and information which are proprietary information and trade secrets of Mass General Brigham Health Plan (the "Proprietary Information"). At all times, both during Broker's performance of services pursuant to this Agreement and after the termination of this Agreement, Broker agrees not to use or permit the use of the Proprietary Information, except as expressly contemplated by this Agreement, without the prior written consent of Mass General Brigham Health Plan, and Broker shall cease or cause the cessation of any and all usage of the Proprietary Information and shall return copies thereof, including all sales materials for the Plan, to Mass General Brigham Health Plan immediately upon the termination of this Agreement.
12. Broker covenants and agrees that the contract between Mass General Brigham Health Plan and the employer is the exclusive property of Mass General Brigham Health Plan, and Broker has no property or other interest whatsoever in such contract.
13. This Agreement, and all exhibits and other documents furnished pursuant to this Agreement and expressly made

a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the parties hereto. Each party acknowledges that no representation, inducement, promise, or agreement has been made, orally or otherwise, by the other party, or anyone acting on behalf of the other party, unless such representation, inducement, promise, or agreement is embodied in this Agreement, expressly or by incorporation.

- 14. Except as otherwise provided in this Agreement, no amendment to this Agreement shall be valid unless it is in writing and signed by the parties.
- 15. The validity and interpretation of this Agreement, and the rights and obligations of the parties hereunder, shall be governed by the laws of the Commonwealth of Massachusetts from time to time in force.
- 16. If any provision of this Agreement is held to be invalid, void, or unenforceable, such part will be treated as severable and the remaining provisions shall nevertheless continue in full force and effect.
- 17. The obligations of each party to this Agreement shall inure solely to the benefit of the other party, and no person or entity shall be a third-party beneficiary of this Agreement.
- 18. Any notice, or other communication made or contemplated, by this Agreement to be in writing shall be deemed to have been received by the party to whom it is addressed three (3) business days after it is deposited in the United States mail, postage prepaid, return receipt requested, and addressed as follows:

If to Mass General Brigham Health Plan:	If to Broker:
Mass General Brigham Health Plan	Company Name: _____
399 Revolution Drive, Suite 840	Attn: _____
Somerville, MA 02145	Address: _____
Attn: Sales Operations	_____
	Tel: _____
	Fax: _____

- 19. This Agreement may be assigned by either party only with the prior written consent of the other party. Unless otherwise agreed, any such assignor shall remain liable for all assigned obligations in the event of any failure of performance thereof. All the terms, provisions, and obligations of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.
- 20. None of the provisions of this Agreement are intended to create, nor shall be deemed nor construed to create, any relationship between Mass General Brigham Health Plan and Broker other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees or agents, shall be construed to be the agent, partner, co-venturer, employee, or representative of the other.
- 21. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above- written.

Mass General Brigham Health Plan

Broker

By: Steven J. Tringale

By: _____

Title: President

Title: _____

Date: _____

Date: _____