



# Quality Health Plans of New York

## *A Medicare Advantage Plan*

### Agent Contract

#### APPOINTMENT REQUIREMENTS

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Please complete, sign and date these forms; submit the following items to your Managing General Agent:

1. QHP Producing Agent Contract
2. QHP Business Association Agreement
3. Personal Information Sheet
4. Absolute Assignment Form
5. Code of Ethics Form & Acknowledgement Form
6. Marketing Training Receipt Form
7. NYS Life, Accident & Health Insurance License
8. Proof of Errors & Omissions Insurance
9. AHIP Certificate

#### **NOTE:**

All documentation must be completed **and signed** in order to proceed with the appointment process. **Submit your signed paperwork and all additional requirements to your Managing General Agent. Not directly to the Company.**

You can mail your completed paperwork to:

Genesis Business Capital, Inc.

Agent Licensing

30 Undercliff Avenue

Elmsford, NY 10523

OR

Tel: (914) 909-2548

Fax: (866) 548-1152 or (914) 909-2548

[agentmktg@genesisbusinesscapital.net](mailto:agentmktg@genesisbusinesscapital.net)



## **Producing Agent Contract**

This Producing Agent Contract (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between Quality Health Plans of New York, Inc. (hereinafter referred to as “QHPNY” or “Company” or “Health Plan”) and the undersigned Producing Agent (“PA” or “Producing Agent”).

### **RECITALS**

**Whereas** Producing Agent has represented that he/she has experience and expertise related to the sales and marketing of Medicare Advantage (“MA”), Medicare Advantage Prescription Drug (“MAPD”) and Medicare Advantage Prescription Drug Special Needs Plans (“MAPD SNP or SNP”) products in New York State, and

**Whereas**, QHPNY is seeking Producing agents to provide beneficiary education, outreach, enrollment, sales services to assist eligible Medicare beneficiaries applying for a Medicare Advantage Plan sponsored by QHPNY; and

**Whereas**, QHPNY desires to engage Producing Agent to provide QHPNY with such beneficiary education, outreach and enrollment and sales services and Producing Agent desires to accept such engagement, all in accordance with the terms and conditions of this Agreement

**NOW, THEREFORE**, in consideration of the mutual covenants, representations and promises contained herein, and other good and valuable consideration, the parties agree as follows;

- A. **Licensing:** The Producing Agent will be obligated to maintain a valid license as required and issued by the State of New York, which obligation is to include, but not be limited to, all subordinate agents. Upon execution of this Agreement the Producing Agent will be required to provide proof of licensure and renewals to the Company. If the Producing Agent is a corporation, then the principal(s) of such corporation must also be licensed individually. In the event a license expires or is revoked or is otherwise invalidated the Producing Agent must notify the Company, in writing, within forty-eight (48) hours, failure to properly notify the Company may result in non-payment of Producing Agent commissions.
  
- B. **Relationship:** This Agreement is not intended to nor may anything in this Agreement be construed to create an agency, partnership, joint venture, employer/employee relationship, fiduciary relationship, or any other legal relationship between the Parties

- b. Except as otherwise provided in this Agreement, the arbitration proceeding shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The Parties shall be entitled to take discovery during a period fixed by the arbitrators after the final arbitrator is appointed, and the arbitrators shall have the power to issue subpoenas, compel discovery, and award sanctions. All discoveries, offers of judgment and proposals for settlement shall be available pursuant to the NY Rules of Civil Procedure or equivalent, as amended. The arbitrators shall establish procedures warranted by the facts and issues of the particular case and the parties agree to abide by such procedures. The decision of the arbitrators shall be final and binding upon the Parties without appeal. Cost and fees of the arbitrators shall be borne equally by the Parties, unless otherwise awarded by the arbitrators to the prevailing Party. The arbitrators may also award legal fees and expenses of the prevailing Party as part of any award. Notwithstanding any other provision of this Agreement, neither Party is required to arbitrate any issue for which injunctive relief is sought, and neither Party shall be required to arbitrate any issue whatsoever in the event that the other Party becomes subject to the appointment of a receiver, liquidator, conservator or trustee or a state insurance regulatory authority in such capacity.

13. Notice. Whenever notice is to be given by either Party to the other, it must be done in writing by certified, return receipt mail addressed to the following parties:

**To PA:**

Name:

Attention:

Address:

**To QHPNY:**

Quality Health Plans of NY

Attn: Compliance Department

2805 Veterans Memorial Highway, Suite 17

Ronkonkoma, NY 11779

14. In the event of any default hereunder by PA, QHPNY shall give PA notice, as specified above, setting forth, with specificity, the details of the alleged default. If PA acknowledges the alleged default, submits a written plan of corrective action within ten (10) business days and remedies the default within thirty (30) business days, QHPNY shall not terminate this Agreement, or invoke any other sanctions against PA, unless specified otherwise in this Agreement. Provided further, in the event that the PA has made a bona fide effort to cure or remedy the breach within thirty (30) business days, and PA confirms such efforts and progress to QHPNY in writing, together with an explanation of PA's good faith belief that PA can cure or remedy such breach within a reasonable time thereafter, then PA shall have a reasonable extension of time to cure or remedy said breach. When the alleged breach is by PA's actions, recommendation of termination of the PA or obtaining a signed Cease and Desist Agreement from said PA as to the future activities shall be deemed to have cured such breach.

of the PA's subordinate agents, directors, officers, employees, representatives or other agents.

Producing Agent "PA"  
Name:

Quality Health Plans of New York, Inc.  
Title:

\_\_\_\_\_ / /20\_\_ \_\_\_\_\_ / /20\_\_

"PA" State & License #

\_\_\_\_\_

"PA" License Expiration Date

\_\_\_\_\_

**ATTACHMENT A:**

**Producing Agent Fee Schedule Agreement  
Non-Captive**

Producing Agent Fee Schedule for Medicare Advantage Plans including prescription drug coverage underwritten by select counties/states (see each plan's Summary of Benefits for complete list).

**Medicare Advantage including Prescription Drug Coverage, Chronic Care Plans & Dual Eligible Plans:**

1. This PA fee schedule applies to MAPD & MAPD-SNP CMS paid enrollment.
2. PA is required to complete the certification course for this product offered by QHPNY prior to any enrollments being conducted. During the course of this agreement, PA must complete any additional certification and/or educational requirement of QHPNY and/or CMS for the sale of Medicare Advantage and Medicare Advantage SNP Products.
3. Commission Fee Schedule

<b>Product (where available)</b>	<b>New Policy Fee Initial Year 1</b>	<b>(Renewal) Fee – Yr 2 Through Yr 6</b>
HMO (MAPD)	\$408	\$204
HMO (MAPD-SNP)	\$408	\$204

Initial Enrollment Commission:

An Initial commission payment will be made to Producing Agent for each Medicare Beneficiary properly enrolled by the certified and QHPNY approved Producing agent in a QHPNY MA Plan/SNP, in which Agent is approved and authorized to market and promote for the CMS Contract Year. Such Initial commission payments will not be made if individual is already enrolled in any QHPNY MA Plan/SNP at the time of enrollment. Payment will be made in the first QHPNY commission payment cycle following the payment received from CMS for the enrollment in the QHPNY's enrollment system. QHPNY will release 50% of the commission 45 days after the payment for enrollment is received by QHPNY from CMS and the remaining 50% of the commission will be paid in equal payments spread out over the remaining calendar year. 100% payment charge back applies for any Medicare Beneficiary that disenrolls within 91 days of enrollments or for reasons such as marketing misrepresentations of any kind.

Mid-year enrollments are prorated based on the number of months remaining for the Calendar year. 100% Initial commission payment charge back applies for any Medicare Beneficiary that disenrolls within 91 days of enrollments or for reasons such as marketing misrepresentations of any kind. Should a Medicare Beneficiary disenroll at any time payments will be prorated for the period that the Medicare Beneficiary is enrolled in QHPNY. QHPNY commission payments will be terminated immediately at the time of disenrollment of the Medicare Beneficiary. Mid-year charge backs are prorated after 92 days of enrollment.

Renewal Commission:

Renewal Commission payments will be made to Producing Agent for each Medicare Beneficiary properly enrolled by the certified and QHPNY approved Producing agent in a QHPNY MA Plan/SNP, in which Agent is approved and authorized to market and promote for the CMS Contract Year. Renewal Commission applies for renewal years 2-5 of a Medicare Beneficiary's 6 years cycle as defined by CMS. Such Renewal Commission payments will not be made if individual is already enrolled in any QHPNY MA Plan/SNP at the time of enrollment. Payment will be made in the first QHPNY commission payment cycle following the payment received from CMS for the enrollment in the QHPNY's enrollment system. QHPNY will release 50% of the fee 45 days after the payment for enrollment is received by QHPNY from CMS and the remaining 50% fee will be paid in equal payments spread out over the remaining calendar year. 100% payment charge back applies for any Medicare Beneficiary that disenrolls within 91 days of enrollments or for reasons such as marketing misrepresentations of any kind.

Mid-year enrollment Renewal Commission's are prorated based on the number of months remaining for the Calendar year. 100% Renewal Commission payment charge back applies for any Medicare Beneficiary that disenrolls within 91 days of enrollments or for reasons such as

marketing misrepresentations of any kind. Should a Medicare Beneficiary disenroll at any time payments will be prorated for the period that the Medicare Beneficiary is enrolled in QHPNY. QHPNY Renewal Commission payments will be terminated immediately at the time of disenrollment of the Medicare Beneficiary. Mid-year Renewal Commission charge backs are prorated after 92 days of enrollment.

4. Eligibility for Initial or Renewal commission payment is determined by CMS approved and CMS paid enrollments to QHPNY and is further determined by CMS and QHPNY certification requirement.
5. Any and all commissions, fees, payments or terms regarding commission, fees or payments to Producing Agent or FMO are subject to State and Federal Rules and Regulations. Commission, fees, payments or terms regarding fees or payments are subject to immediate change due to any changes or updates to State and Federal Rules and Regulations.

Producing Agent "PA"  
Name:

Quality Health Plans of New York, Inc.  
Title:

\_\_\_\_\_ / /20\_\_

\_\_\_\_\_ / /20\_\_

"PA" State & License #

\_\_\_\_\_

"PA" License Expiration Date

\_\_\_\_\_

ATTACHMENT B:

BUSINESS ASSOCIATE AGREEMENT

**THIS BUSINESS ASSOCIATE AGREEMENT** (“Agreement”) is entered into and effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Quality Health Plans, of New York Inc., (QHPNY) a New York corporation (“Covered Entity”) and \_\_\_\_\_, (“Business Associate”) (collectively, the “Parties”).

**RECITALS**

**WHEREAS**, the Parties have executed an agreement or otherwise have an arrangement under which Business Associate provides certain products or services to Covered Entity, and Business Associate receives, has access to or creates Protected Health Information in order to provide those services; and

**WHEREAS**, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and the regulations promulgated there under, including the Standards for Privacy of Individually Identifiable Health Information (“Privacy Rule”) and the Security Standards for the Protection of Electronic Protected Health Information (“Security Rule”), all found at 45 CFR Parts 160 and 164, requires certain entities covered by the rules to place certain provisions in their agreements with third parties who come into contact with certain patient health information; and

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year written above.

**QHPNY**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contact Tel. # \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BUSINESS ASSOCIATE**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contact Tel. # \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





## Agent/Broker Contact Sheet Quality Health Plans of New York

Please take the time to give us some valuable information about you that will assist in our administrative duties.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: (Home): \_\_\_\_\_

Phone: (Cell): \_\_\_\_\_

Fax: \_\_\_\_\_

Insurance License #: \_\_\_\_\_

Social Security #: \_\_\_\_\_

E & O Insurance Policy #: \_\_\_\_\_ (if Independent)

E & O Company: \_\_\_\_\_ (if Independent)

Driver's License #: \_\_\_\_\_ (if Captive Agent)

Auto Insurance Policy #: \_\_\_\_\_ (if Captive Agent)

**\*\*\*Please be sure a copy of your Driver's License, Auto Insurance Card, NY Health License and W9 form are included so your commission is not delayed.\*\*\***



QUALITY HEALTH PLANS of NEW YORK
ABSOLUTE ASSIGNMENT FORM

To Whom It May Concern:

I wish for my commissions to be paid to Genesis Business Capital, Inc. (Agency or General Agent)

The tax identification number is

My Social Security number is

Agent Name Print

Agent Signature

Date

Genesis Business Capital, Inc.

General Agent Name

General Agent Signature

Date



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A Medicare Advantage Plan

## Marketing Code of Ethics

Marketing Representatives of Quality Health Plans of New York (QHPNY), associates are required to adhere to the guidelines set forth by the Medicare Managed Care Manual, Chapter 3 Section 70; QHP, and the State of New York. Marketing Representatives are expected to act in a professional manner at all times, and to stay in compliance. Violations of the regulations governing Medicare Advantage Marketing are considered serious, and will result in disciplinary action, up to and including contract termination, and/or notification provided to the New York State Department of Health.

- I treat all prospects and members with dignity and respect and provide courteous and outstanding service.
- I do not discriminate on the basis of race, creed, color, sex, age, or national origin, or health status.
- I provide my name and the Company name and reason for my visit during my introduction, and do not mislead prospects as to any association with Medicare or any other State or Federal entity.
- I do not use high pressure tactics, solicit business door-to-door, or use gifts as inducements to enroll.
- I ensure that all applications are complete and do not alter them in any way.
- I fully explain the application and instruct prospects to use only true statements.
- I do not mislead prospects or make false statements in an attempt to induce enrollment. I only use company approved claims.
- I obey all federal and state rules, regulations and laws regarding QHP Medicare Advantage plans.
- I do not disparage QHPNY's competition in any way.
- I understand that a violation of the Marketing Code of Ethics could result in disciplinary action, up to and including termination of my contract and possible legal action based upon CMS guidelines and state legal statutes.
- I fully explain the Lock-in Provision of the Medicare Advantage application to all potential members.
- I abide by the CMS nominal gift rule which limits give-a-ways at educational and marketing events to a retail value of \$15.00 or less.
- I always follow all company, state, and federal rules, policies, procedures and acceptable practices.

I, \_\_\_\_\_, have read and understand the above and agree to abide by it.

Please print full name

\_\_\_\_\_  
Associate's Signature

\_\_\_\_\_  
Date



Quality Health Plans of New York  
A Medicare Advantage Plan

## **Marketing Training Acknowledgement**

I, \_\_\_\_\_, hereby certify that I attended the Quality Health Plans of New York, Inc. On-line Marketing training session on \_\_\_\_\_ 2014

During the training, I received information that enabled me to:

- ❖ Understand Medicare Basics
- ❖ Understand the Different types of Medicare Health Plans
- ❖ Understand Medicare Drug Coverage
- ❖ Differentiate Between Educational and Sales Events
- ❖ Explain Medicare Plan Enrollment and Disenrollment
- ❖ Understand Medicare Beneficiaries' Rights
- ❖ Ethically Represent QHPNY in the Medicare Marketplace

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_