**PRODUCER AGREEMENT**

This Agreement entered into this 20th day of May, 2025, between the Borough of Bloomingdale (hereinafter referred to as “Municipality” or “Fund Member”) and The Vozza Agency, Inc. (hereinafter referred to as “Consultant” or “Producer”).

Witnesseth:

WHEREAS, the Consultant has offered to the Municipality professional risk management consulting services as required in the bylaws of the North Jersey Municipal Employee Benefits Fund (hereinafter referred to as Fund), and;

WHEREAS, the Municipality desires these professional services, pursuant to the resolution adopted by the Mayor and Council of the Municipality at a meeting held on May 20, 2025.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

The Producer, for and in consideration of the amount stated hereinafter, agrees to provide services to the Municipality in accordance with the services described in the Producer Agreement:

1. Evaluation of Fund Member requirements and coverages available through the Fund.
2. Explanation of the various coverages available from the Fund and assistance to Fund Member with the selection of proper coverage.
3. Preparation of applications, census data and disclosure forms, etc., required by the Fund.
4. Presentation of the Fund's programs to officials of Fund Member and, when so directed by Fund Member, to the bargaining units and other covered persons, including employee meetings, etc., for the purpose of communicating and coordinating the installation of the Fund’s program(s).
5. Review the Fund's assessment(s) with Fund Member and assist Fund Member in the preparation of the Employee Benefits portion of its insurance budget.
6. Assist Fund Member in reviewing the proposed plan document as prepared by the Fund to make sure it is consistent with current benefit plans (prior document it was to replace if applicable), and other contractual requirements, including any amendments, thereto, prior to the final approval of said document.
7. Act as a liaison between Fund Member, its covered persons, bargaining units etc. and the Program Manager, as well as any other Fund Professional(s) to resolve coverage, claim and service issues.
8. Act as a liaison between the Fund and the Fund member(s), its bargaining units and other covered persons for the purpose of providing ongoing member communications.
9. Assist the Fund in achieving its objectives, which include, but are not limited to cost containment efforts, employee education/communication and problem resolution.
10. Prepare employee communication documents concerning initial enrollment and the annual open enrollment and coordinate the enrollment process between Fund Member, the Program Manager and other Fund professionals.
11. Consult with Fund Member concerning plan design options in accordance with the Fund objectives. When requested by Fund Member, provide advice and attendance with union negotiations regarding proposed plan changes and communicate any proposed changes to The Program Manager, within the Fund’s Benefit Change Policy/Procedure for processing such change. Program Manager will present such changes for approval in accordance with the Fund's procedures. Coordinate all appropriate revisions to plan documents with The Program Manager as necessitated by such changes.
12. Promptly communicate to the Program Manager, any written complaints or claim appeals received by the Producer and assist in the resolution of same according to Fund's policies and procedures.
13. Maintain a complaint log on forms supplied by the Program Manager, expressed by Fund Member and/or its covered persons including the resolution of the same. The log and report shall be submitted to The Program Manager by the fifth (5) working day of each month, covering prior month's activity.
14. Keep informed on the Fund’s operation as to the extent allowed by the Fund and apprise Fund Member on Fund matters of importance to them.
15. Any other related services required as may be agreed between the Program Manager and the Producer or as requested by the Fund.
16. Producer shall comply with the applicable data transmission, security, and privacy requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH), title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) and any regulations promulgated there under.

The term of the agreement shall be from January 1, 2025 to December 31, 2025, unless terminated as hereinafter provided in this Agreement.

The consultant as compensation for services rendered will be paid a fee of $35.90 per employee per month “PEPM” for medical/RX employee/retiree or $11.67 PEPM for dental only employee/retiree which will be paid by the Fund and has been included in the municipalities assessment. The Consultant shall receive no other compensation of commission or the placement or servicing of any municipal coverage with the Fund. For any coverages authorized to be placed outside of the Fund the producer shall receive the normal commission paid by an insurance carrier. This contract shall not exceed $50,000 annually without the prior written approval of the Borough Council.

Either party may cancel this Agreement at any time by mailing to the other written notice calling for termination at any time, not less than 90 days thereafter. Fees shall be prorated to the date of termination.

ATTEST: MUNICIPALITY:

 Borough of Bloomingdale

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Breeanna Smith, Municipal Clerk John D’Amato, Mayor

ATTEST: CONSULTANT:

 Vozza Agency, Inc.

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 David Vozza