



Empire NY
BlueCross & BlueShield
Agent Contract

APPOINTMENT REQUIREMENTS

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

1. Producer Appointment Data Sheet
2. Empire Insurance Producer Agreement
3. Amendment to Existing Producer Agreement NY
4. ALDIC Life Contract NY 10/12
5. NY Insurance Producer Agreement
6. NY Insurance Producer Agreement Amendment
7. Broker BA Agreement
8. NYS License
9. Errors & Omissions Insurance
10. AHIP Certificate (if available)

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
520 White Plains Road Suite 500
Tarrytown, NY 10591
Tel: (914) 909-2548 Fax: (866) 548-1152
contracts@genesisbusinesscapital.net

Producer Appointment Data Sheet

Red border indicates required field.

SECTION 1: PRODUCER INFORMATION

First name	M.I.	Last name	Suffix	Social security no./Government ID no.	
Date of birth (MM/DD/YYYY)	National Producer No. (NPN optional)		Home phone no.		Home fax no. (optional)
Producer business phone no. Ext.			Producer business fax no.		
Residence mailing address – no PO box		City	State	ZIP code	County
Business mailing address		City	State	ZIP code	County
Physical location business mailing address (if different from business address)		City	State	ZIP code	County
I prefer to receive mailings at: <input type="checkbox"/> Residence mailing address <input type="checkbox"/> Business mailing address <input type="checkbox"/> Physical location business mailing address					
Personal email address			Business email address		
Are you bilingual? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, what language(s) do you speak? _____					

Previous names or aliases

Have you used any other names or aliases in the last seven (7) years? Yes No If Yes, please list any/all such names.

Different first and/or last name?	Previous name
<input type="checkbox"/> First <input type="checkbox"/> Last	
<input type="checkbox"/> First <input type="checkbox"/> Last	
<input type="checkbox"/> First <input type="checkbox"/> Last	

SECTION 2: APPOINTMENT INFORMATION

Type of appointment Subagent Firm/agency Agent
 Is firm/agency incorporated? Yes No
 If Yes, type of corporation: Sole proprietor LLC LLP S-Corporation

SECTION 3 COMMISSION ASSIGNMENT – Complete this section if commissions are to be assigned to an agency or corporation

Agency name	Agency tax ID no.	Agency principal name			
Agency business address	City	State	ZIP code	County	
Agency physical location address (no PO box)	City	State	ZIP code	County	
Agency phone no.			Agency fax no.		

SECTION 4: COMMISSION HIERARCHY – If applicable

Brokerage General Agency (BGA) name BGA broker ID no. or BGA broker code

SECTION 5: PREVIOUS ADDRESSES

Have you lived anywhere other than the above mentioned legal residence in the last two (2) years? Yes No
 If Yes, please list any/all such addresses. Please enter any additional information in the Remarks (Section 10).

Previous address	City	State	ZIP code	County
Previous address	City	State	ZIP code	County

SECTION 6: EMPLOYMENT HISTORY

Have you been employed anywhere other than with your current employer in the last two (2) years? Yes No
 If Yes, please list any/all such employment history. Please enter any additional information in the Remarks (Section 10).

Previous employer name	Start date	End date	
Previous employer address	City	State	ZIP code
Previous employer name	Start date	End date	
Previous employer address	City	State	ZIP code

SECTION 7: LICENSE INFORMATION

Residence license state	Residence license no.

SECTION 8: E&O POLICY INFORMATION – Please include a copy of your declaration page or certificate with application

Policy amount	Policy no.	Policy carrier	Effective date	Expiration date

SECTION 9: BUSINESS PRACTICES

If you answer "Yes" to any questions, attach a signed written explanation with all relevant information and supporting documents.

a. Have you ever had an insurance license or appointment, or a securities registration, or an application for such, denied, suspended, cancelled or revoked?	<input type="checkbox"/> Yes <input type="checkbox"/> No	g. Have you individually, or has a company you exercised control over, filed a bankruptcy petition or been the subject of an involuntary bankruptcy petition?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Has any legal or regulatory body ever sanctioned, censured, penalized or otherwise disciplined you?	<input type="checkbox"/> Yes <input type="checkbox"/> No	h. Are there any unsatisfied judgments, garnishments, or liens against you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. Has any state or federal regulatory agency or self-regulatory authority ever filed a complaint against you?	<input type="checkbox"/> Yes <input type="checkbox"/> No	i. Are you in debt to any insurance company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d. Have you even been subjected to an insurance or investment related consumer initiated complaint or proceeding?	<input type="checkbox"/> Yes <input type="checkbox"/> No	j. Have you ever been indicted for, convicted of, or pled guilty or nolo contendere to any felony or misdemeanor other than a minor traffic offense?	<input type="checkbox"/> Yes <input type="checkbox"/> No
e. Has a bonding or surety company denied, ever paid out on, or revoked a bond for you?	<input type="checkbox"/> Yes <input type="checkbox"/> No	k. Are you currently party to any litigation or the subject of any investigations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
f. Has an E&O carrier ever denied claims, paid claims, or cancelled your coverage?	<input type="checkbox"/> Yes <input type="checkbox"/> No	l. Has any employer, insurance company, or securities, broker-dealer ever terminated your employment or contract, or permitted you to resign for any other reason than lack of sales?	<input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 10: REMARKS – Enter any remarks or additional information from Sections 5, 6 and/or 7. Attach additional sheets if necessary.

SECTION 11 : AUTHORIZATION – Signature required

This notice is being provided to you by the Company pursuant to the Fair Credit Reporting Act (“FCRA”). As used herein, “the Company” means the identified insurer (the insurer identified on this form) and its subsidiaries, affiliates, officers, employees, agents, and representatives.

In connection with determining your eligibility for an insurance agent or producer license and/or your eligibility to be appointed or sponsored as an agent of the Company, and to maintain such license and appointment, in one or more states, the Company will from time to time conduct background checks. Such background checks may include the ordering of “consumer reports” from a “consumer reporting agency” containing information on your criminal and credit history. These terms are defined in the FCRA.

I acknowledge and agree that this Producer Appointment Data Sheet does not constitute a contract of any kind. I hereby authorize the Company and its authorized agents to investigate my background, references, character, past employment, education, criminal or police reports, including those mandated by both public and private organizations and all public records for the purpose of qualifications for my appointment, I hereby consent to the Producer Appointment Form and background information to government or regulatory agencies.

I hereby release the Company, its authorized agents and any person or entity which provides information pursuant to this authorization, from any and all liabilities, claims or lawsuits relating to the information obtained from any and all of the above referenced sources, or from the furnishing of the same. This is a continuing authorization.

I understand that I am obligated to immediately report any event that changes any of the information, in any manner, which I have provided on this application.

I hereby certify that all of the information herein is accurate and complete. Finally, I acknowledge and agree that my appointment will, in part, be based on this Producer Appointment Data Sheet and background information, and any falsification, misrepresentation or omission of information from this form may result in the withholding or withdrawal of any offer of appointment or the revocation of appointment by the Company whenever discovered.

For Maine Applicants Only

Upon request, you will be informed whether or not an investigative consumer report was requested, and if such a report was requested, the name and address of the consumer reporting agency furnishing the report. You may request and receive from us, within 5 business days of our receipt of your request, the name, address and telephone number of the nearest unit designated to handle inquiries for the consumer reporting agency issuing an investigative consumer report concerning you. You also have the right, under Main law, to request and promptly receive from all such agencies copies of any reports.

For New York Applicants Only

You have the right, upon written request, to be informed of whether or not a consumer report was requested. If a consumer report is requested, you will be provided with the name and address of the consumer reporting agency furnishing the report.

I understand that I may sign this Acknowledgement and Authorization for Appointment manually or by electronic signature. Further, I understand that whether I sign manually or by electronic signature, the signature will have a legally binding effect on me or the agency on whose behalf I am signing.

I certify that I have read and understand the above information.

Signature X	Date (MM/DD/YYYY)
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Privacy Policy: Your privacy is important to us. We do not sell or share any personal information contained in this document with any third parties, with exception of providing information to state or government agencies for the express use of obtaining licenses or licensing information. We reserve the right to disclose your personally identifiable information as required by law and/or to comply with a judicial proceeding, court order, or legal process served on our company. We shall not be held responsible for any personal information obtained illegally by a third party via fax, email, or other online transmittal.

*Company affiliates include the following described companies:
Anthem Blue Cross and Blue Shield is the trade name for the following companies in: Colorado: Rocky Mountain Hospital and Medical Service, Inc. HMO products underwritten by HMO Colorado, Inc.; Indiana: Anthem Insurance Companies, Inc.; Kentucky: Anthem Health Plans of Kentucky, Inc.; Missouri (excluding 30 counties in the Kansas City area): RightCHOICE® Managed Care, Inc. (RIT), Healthy Alliance® Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits; Nevada: Rocky Mountain Hospital and Medical Service, Inc. HMO products underwritten by HMO Colorado, Inc., dba HMO Nevada.; Ohio: Community Insurance Company; Virginia: Anthem Health Plans of Virginia, Inc. trades as Anthem Blue Cross and Blue Shield in Virginia, and its service area is all of Virginia except for the City of Fairfax, the Town of Vienna, and the area east of State Route 123.; Wisconsin: Blue Cross Blue Shield of Wisconsin (BCBSWI), which underwrites or administers the PPO and indemnity policies; CompCare Health Services Insurance Corporation (CompCare), which underwrites or administers the HMO policies; and CompCare and BCBSWI collectively, which underwrite or administer the POS policies.
®ANTHEM is a registered trademark of Anthem Insurance Companies Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.



EMPIRE USE ONLY

Rep Name: _____

Rep Code: _____

INSURANCE PRODUCER AGREEMENT

AGREEMENT made as of _____ by and between Empire BlueCross BlueShield (Empire) with offices located at 11 West 42nd Street, New York, NY 10036 and

(Full Name of Payee) Genesis Business Capital, Inc. (the "Producer") with offices located at (Number and Street) 30 Undercliff Avenue (City) Elmsford (State) NY (Zip) 10523

Empire and Producer agree as follows:

1. SCOPE

- A. This Agreement is entered into in regard to commissionable and non-commissionable lines of insurance as set forth in the "Broker Handbook", and which may be amended by Empire and which is incorporated by reference and made a part of this Agreement.
- B. For purposes of this Agreement, Empire shall mean Empire HealthChoice Assurance, Inc. or Empire HealthChoice HMO, Inc., a parent, and any subsidiaries or affiliates of which Empire, directly or indirectly, either (i) owns greater than a 50% interest, or (ii) exercises control over the day-to-day operation, and shall also include any one or more of their parent, subsidiary and/or affiliate corporations.
- C. For purposes of this Agreement, the term "Producer" in certain instances as reasonably determined by Empire shall include any duly licensed individuals and licensed brokers, agents or other persons who are represented or held out to be employees, agents or affiliates of the Producer.

2. APPOINTMENT, RELATIONSHIP AND AUTHORITY

- A. Empire acknowledges the appointment of the Producer to represent certain accounts who have or will have a health benefits plan for its eligible members through an insured arrangement ("Groups") in accordance with this Agreement only if the form "Broker of Record" letter, Group Application or other document satisfactory to Empire is executed by such Groups.
- B. The Producer's relationship to Empire shall be that of an independent contractor and nothing contained in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between Empire and Producer.
- C. Empire authorizes the Producer to do the following:
 - 1. To solicit applications, obtain factual information on prospective groups, enrollment cards, applications for contracts and similar or related documents required by Empire prior to effectuating group insurance coverage for Groups classified by Empire as Small Groups or Large Groups as such terms are defined in the "Broker

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives.

INDIVIDUAL PRODUCER

By: Signature: _____
Print Name: _____
Date of Birth: ____/____/____
Telephone Number:(____)____-____
Fax Number: (____)____-____
S.S. Number:____-____-____
License Number:____-____
Date Signed:____/____/____

OR

CORPORATE PRODUCER

Corporation Name: Genesis Business Capital, Inc.
By:Signature: _____
Print Name: _____
Title: _____
Telephone Number:(____)____-____
Fax Number: (____)____-____
Federal ID Number:____-____
License Number:____-____
Date Signed:____/____/____

OR

PARTNERSHIP (All Partners Sign)

Partnership Name: _____
By: Signature: _____
Print Name: _____
By: Signature: _____
Print Name: _____

Telephone Number:(____)____-____
Fax Number: (____)____-____
Federal ID Number:____-____
License Number:____-____
Date Signed:____/____/____

ALL: E-mail Address: _____

EMPIRE BLUECROSS AND BLUESHIELD



By: _____
Erin Ackenheil
VP Sales

The terms of 7 Compensation above notwithstanding, in the event this Agreement is terminated pursuant to paragraphs A, B, D, E, F and G above, Producer shall forfeit any right to commission and other compensation not paid as of the effective date of such termination regardless of when such commission or other compensation accrued.

Section 11 Notices is deleted and replaced in its entirety with the following:

Any notice required to be given under this Agreement shall be in writing and may be sent by electronic mail, confirmed facsimile or by regular U.S. mail, postage prepaid, at the address set forth above or at such other address as the parties may designate from time to time. Notice shall be effective as of the date of receipt if sent by electronic mail or by facsimile or if sent by regular U.S. mail, postage prepaid on the date of mailing, whichever shall be applicable.

Section 12 General Provisions shall be amended to add the following paragraph I:

No additions, amendments, modifications or waivers of any of the provisions of this Agreement shall be valid unless in writing and signed by a duly authorized officer of Empire.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the Effective Date above.

INDIVIDUAL PRODUCER

or

CORPORATE PRODUCER

By: _____
Signature

Corporate Name: _____

By: _____
Signature

Printed Name

Printed Name

Title

Date Signed: _____

Date Signed: _____

Or

PARTNERSHIP (All Partners Sign)

Partnership Name: _____

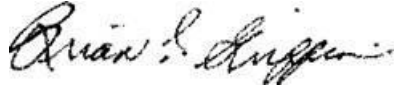
By: _____
Signature

Printed Name

By: _____
Signature

Printed Name

**EMPIRE HEALTHCHOICE ASSURANCE, INC.
EMPIRE HEALTHCHOICE HMO, INC.**



Brian T. Griffin
President and CEO

7. FORFEITURE -- At any time while this contract is in effect or after it is terminated, the Broker shall forfeit all remuneration, including commissions, if he/she violates any provisions of this contract, or endeavors to induce any policyholder of the Company to relinquish a policy with the Company.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed by each of them and shall be effective the latter of the date executed by Broker, the date the Broker is appointed or designated by Anthem or the date the Broker became licensed by the Department(s) of Insurance in the states(s) in which Anthem is located.

Executed in duplicate.

(Print Broker's Name)

(Broker's Signature)

Acknowledged, approved, and accepted this _____ day of _____, 20____.



(Signature of Anthem Life Officer)

William J Smith
VP and GM Disability & Life Sales

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives.

INDIVIDUAL PRODUCER

By:

Signature: _____

PrintName: _____

S.S. Number: _____ - _____ - _____

Date Signed: ____/____/____

OR

CORPORATE PRODUCER

Corporation Name: _____

By:Signature: _____

Print Name: _____

Title: _____

Federal ID Number: ____ - _____

Date Signed: ____/____/____

OR

PARTNERSHIP (All Partners Sign)

Partnership Name: _____

By: Signature: _____

Print Name: _____

By: Signature: _____

Print Name: _____

Federal ID Number: ____ - _____

Date Signed: ____/____/____

**EMPIRE HEALTHCHOICE ASSURANCE, INC.
EMPIRE HEALTHCHOICE HMO, INC.**



Brian T. Griffin
President and CEO

**Empire BlueCross & Blue Shield
Insurance Producer Agreement
Amendment**

WHEREAS, Empire BlueCross & BlueShield and on behalf of applicable affiliates and subsidiaries (“Empire”) authorized to sell, administer and or otherwise provide Medicare Advantage benefits and [INSERT NAME]_____, a Producer (“Producer”) are parties to the Empire Insurance Producer Agreement (herein “Agreement”) dated [INSERT DATE]_____. The parties both desire to amend the Agreement effective [INSERT DATE]_____ (the “Effective Date”) pursuant to the terms of this Amendment and the Medicare Advantage and Medicare Part D Regulatory Exhibit attached hereto and incorporated by reference into the Agreement.

NOW THEREFORE, pursuant to this Amendment and Section 10 of the Agreement, both parties agree to the following:

1. Addition of the Medicare Advantage and Medicare Part D Regulatory Exhibit Addendum; and
2. Addition of Section 7 Compensation, E. Compensation for Medicare Advantage and Medicare Part D products will be pursuant to the then current Empire Producing Agent Commission Schedule (“Schedule”) and Producer agrees to comply with all terms and conditions set forth in such Schedule.

All unmodified terms and conditions of the Agreement shall remain in full force and effect. Wherever possible, the terms of this Amendment shall be read in such a manner so as to avoid conflict with the Agreement, but in the event of unavoidable conflict, the terms of the Amendment and the attached Medicare Advantage and Medicare Part D Regulatory Exhibit shall control over the terms of the Agreement as to Medicare Advantage and Medicare Part D Products. All capitalized terms set forth herein shall have the same meaning as defined in the Agreement or this Amendment.

IN WITNESS HEREOF, the parties have caused this Amendment to be executed as of the Effective Date above. I

[INSERT NAME]

Agency:

Agent:

Signature:_____

Signature:_____

Printed Name:_____

Printed Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

Signature: 

Printed Name: Erin Ackenheil

Title: VP Sales

- b) Right to Control Resolution. Company will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that Company may have tendered its defense to Business Associate. Any such resolution will not relieve Business Associate of its obligation to indemnify Company under Section F.11 of this Agreement.

IN WITNESS WHEREOF, Company and Broker/Producer execute this Agreement in multiple originals to be effective on the last date written below:

Name of Business Associate

WellPoint, Inc. on behalf of its affiliates*
Name of Company

Tax ID: _____

I understand that by signing below will have a legally binding effect on me or the agency on whose behalf I am signing.



Signature

Ken Goulet
EVP & President Commercial & Specialty Business

Printed Name



Title

Richard Zoretic
EVP & President, Medicaid Programs

Date

**Company affiliates include the following described companies:* Anthem Blue Cross is the trade name of Blue Cross of California. Anthem Blue Cross and Anthem Blue Cross Life and Health Insurance Company are independent licensees of the Blue Cross Association. Anthem Blue Cross and Blue Shield is the trade name of: In Colorado and Nevada: Rocky Mountain Hospital and Medical Service, Inc. In Connecticut: Anthem Health Plans, Inc. In Indiana: Anthem Insurance Companies, Inc. In Georgia: Blue Cross and Blue Shield of Georgia, Inc. and Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. In Kentucky: Anthem Health Plans of Kentucky, Inc. In Maine: Anthem Health Plans of Maine, Inc. In Missouri (excluding 30 counties in the Kansas City area): RightCHOICE® Managed Care, Inc. (RIT), Healthy Alliance® Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. In New Hampshire: Anthem Health Plans of New Hampshire, Inc. In Ohio: Community Insurance Company. In Virginia (excluding the City of Fairfax, the Town of Vienna and the area east of State Route 123.): Anthem Health Plans of Virginia, Inc. In Wisconsin: Blue Cross Blue Shield of Wisconsin ("BCBSWi"), which underwrites or administers the PPO and indemnity policies; Compcare Health Services Insurance Corporation ("Compcare"), which underwrites or administers the HMO policies; and Compcare and BCBSWi collectively, which underwrite or administer the POS policies. In New York, Empire Blue Cross Blue Shield is the trade name of Empire HealthChoice Assurance, Inc., and Empire Blue Cross Blue Shield HMO is the trade name of Empire HealthChoice HMO, Inc., serving residents and businesses in the 28 eastern and southeastern counties of New York State. Independent licensees of the Blue Cross and Blue Shield Association. ® ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.