



**Empire NY
Blue Cross & Blue Shield**

APPOINTMENT REQUIREMENTS

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

1. NY Empire Contract – 3 pages
2. NY Empire Business Associate Addendum – 1 page
3. NY Empire Contract Addendum – 1 page
4. NY Empire Insurance Producer Agreement – 1 page
5. Proof of Errors and Omissions coverage
6. Insurance license
7. Assignment
8. W-9

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 Marketing
24 South Mortimer Avenue
Elmsford, New York 10523**

Or:

Tel. 914-909-2548

Fax 914-909-2549

agentmktg@genesisbusinesscapital.com



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) _____ (the "Producer")

with offices located at (Number and Street) _____

(City) _____ (State) _____ (Zip) _____

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 Handbook",

12. GENERAL PROVISIONS

- A. All payment and indemnification obligations contained herein shall survive the termination of this Agreement.
- B. The headings or captions of each section of this Agreement are for convenience and reference only and are not part of this Agreement, and do not in any way modify, interpret or construe the intent of the parties or otherwise affect any of the provisions of this Agreement.
- C. The failure of either party to exercise any of its rights hereunder shall not operate as a waiver of such right and any waiver by either party of any of its rights hereunder shall not be deemed to be a continuing waiver, or a waiver of any other right.
- D. If any of the provisions of this Agreement shall be held unlawful, invalid or unenforceable by any court or administrative agency, they shall be deemed severable and the remainder of this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.
- E. The construction, interpretation and performance of this Agreement and all transactions under this Agreement shall be governed by the laws of the State of New York.
- F. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, that Empire may assign this Agreement in whole or in part, to any corporation which directly or indirectly, through one or more intermediaries, controls, is controlled by, or under common control with Empire, without the consent of Producer.
- G. Any dispute arising out of, or relating to, this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. The parties shall be entitled to reasonable discovery from each other upon application to the arbitrator. Any arbitration will be held in the State of New York.
- H. Single words shall include the plural and vice versa.

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: ____ - ____

OR

CORPORATE PRODUCER

Corporation Name: GENESIS BUSINESS PARTNERS, INC.

By: Signature: [Signature]

Print Name: GUSTAVO PACHECO

Title: FEO

Telephone Number: (914) 909-2548

Fax Number: (914) 909-2549

Date Signed: ____/____/____

E-mail Address: _____

OR D

PARTNERSHIP (All Partners Sign) E

Partnership Name: _____

By: Signature: _____

Print Name: _____

By: Signature: _____

Print Name: _____

Telephone Number: (____) ____-____

Fax Number: (____) ____-____

Federal ID Number: ____-____

License Number: ____-____

Date Signed: ____/____/____

E-mail Address: _____

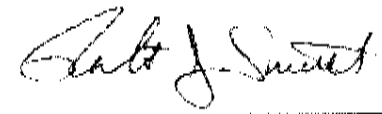
Federal ID Number: ____-____

License Number: ____-____

Date Signed: ____/____/____

E-mail address: _____

EMPIRE BLUECROSS AND BLUESHIELD



By: _____

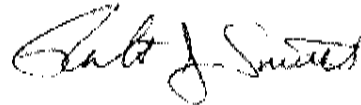
Medicare Advantage / Part D Regulatory Exhibit (Continued)

27. Contracting Authority. Each party to this Agreement warrants that it has full power and authority to enter into this Agreement and the person signing this Agreement on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective for the term set forth herein.

Empire BlueCross BlueShield

By (Agent Signature) & Date



Title/Organization

Robert Smith, Staff VP
Senior Sales & Service
September 1, 2009

Agent Name (Please print)

Agent Writing # (Tax ID#)

Agency tax ID# (if appl)

Social Security #

Business Address (Street, City, State, Zip)

Email Address

Agent Phone #

Agent Fax #

Please mail or fax the completed page to 1-805-376-9741 or

Robert Smith, P.O. Box 9232, Oxnard, CA 93031-9831

IN WITNESS WHEREOF, WellChoice and Broker execute this Agreement in multiple originals to be effective on the last date written below.

INDIVIDUAL

WellChoice, Inc.

By: Signature: _____

Print Name: _____

Date of Birth: ____/____/____

Telephone Number: (____) ____-____

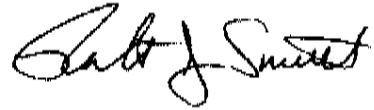
Fax Number: (____) ____-____

S.S. Number: ____-____-____

License Number: ____-____

Date Signed: ____/____/____

E-mail Address: _____



By: Signature: _____

Print Name: Robert Smith

Title: Staff Vice President

Senior Sales & Service

OR

CORPORATE BROKER/CORPORATE BROKERAGE AGENCY

Corporate Name: GENESIS BUSINESS CAPITAL INC

By: Signature: 

Print Name: GUSTAVO PACHECO

Title: CEO

Telephone Number: (914) 909 2548

Fax Number: (914) 909 2549

Federal ID Number: _____

License Number: ____-____

Date Signed: ____/____/____

E-mail Address: _____

**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:

Signature: 

Printed Name: Genesis Business Capital, Inc.

Title: CEO

Date: _____

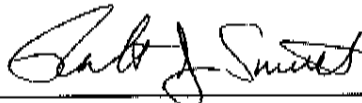
Agent:

Signature: _____

Printed Name: _____

Title: Agent

Date: _____

Signature: 

Printed Name: Rob Smith

Title: Staff VP Sales