

## Agent/Agency Appointment Transmittal

Agent Full Name: \_\_\_\_\_

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

Primary Phone Number: \_\_\_\_\_

National Producer Number: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Resident State: \_\_\_\_\_

Immediate Upline: \_\_\_\_\_

Appointing Agency: \_\_\_\_\_ Yes \_\_\_\_\_ No

List your Agency's Name: \_\_\_\_\_

List your Agency Tax ID: \_\_\_\_\_

List your Agency NPN: \_\_\_\_\_

\_\_\_\_\_ Agent Paid Direct

\_\_\_\_\_ Agent assigning commission to Immediate Upline

**Please return Contracting paperwork with all required supporting documentation to:**

Mail: 54 Jerseyville Ave Freehold, NJ 07728

Fax: 732-308-4555

Email: [Contracting@fjins.net](mailto:Contracting@fjins.net)

**First Jersey Insurance Agency, Inc.**  
**2023 Compensation Agreement – Horizon Blue Cross Blue Shield**

This Agent Compensation Agreement (“Agreement”), effective \_\_\_\_\_ (“Effective Date”) is for the payment of commissions for enrollments provided to Horizon Blue Cross Blue Shield of New Jersey (hereinafter referred to as “Insurance Company”). This Agreement is between First Jersey Insurance Agency, Inc. (hereinafter referred to as “First Jersey”) and \_\_\_\_\_ (hereinafter referred to as “Agent”, “Licensed Only Agent” or “LOA”). First Jersey and Agent are referred to herein individually as a Party and collectively as the Parties.

**WHEREAS**, Insurance Company is contracted with the Centers for Medicare & Medicaid Services (“CMS”) to offer Medicare Advantage plans, Prescriptions Drug Plans and Medicare Supplement Plans (collectively, the “Plans”) to Eligible Medicare Beneficiaries;

**WHEREAS**, First Jersey is contracted with Insurance Company to facilitate the enrollment of Eligible Medicare Beneficiaries into Insurance Company Medicare Products; and,

**WHEREAS**, Agent desires to solicit, and First Jersey desires that Agent so solicit, applications from Eligible Medicare Beneficiaries to enroll in the Plans.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the Parties hereto agree as follows:

General Conditions:

1. By accepting commission payments from First Jersey, Agent agrees to all of the "General Conditions" of this Agreement.
2. Agent agrees to submit a copy of the Scope of Appointment (“SOA”) form and other required materials along with the Enrollment form for all self-generated enrollments. Failure to submit SOA and/or other required materials will result in loss of commission for that enrollment. Additionally, failure to properly collect and submit a SOA is a violation of the Centers for Medicare & Medicaid Services (“CMS”) guidelines that may result in disciplinary action up to, and including, termination. As such, Agent agrees to:
  - (a) Obtain the SOA for any face-to-face sales meeting 48-hours in advance, when applicable. If it is not practicable to obtain the SOA in advance, Agent must document the reason following the applicable Insurance Company and/or CMS guidelines.
  - (b) Ensure the SOA, enrollment application, and all such related materials are complete, accurate, and appropriately signed by the eligible Medicare beneficiaries or his/her authorized representative.
  - (c) Submit SOAs and enrollment applications to First Jersey immediately, but no later than 24 hours upon completion.
3. Agent agrees to allow First Jersey and/or Insurance Company to conduct monitoring activities including “ride-alongs” and Secret Shopping activities.
4. Agent hereby agrees to assign any and all commissions related to the enrollment of Eligible Medicare Beneficiaries into Insurance Company plans to First Jersey. First Jersey shall pay commissions to Agent according to the terms of this Agreement, however, nothing in this Agreement shall be construed to violate the CMS Marketing Guidelines nor shall this Agreement violate the terms and conditions of the Field Marketing Organization Agreement between First Jersey and Insurance Company. If there is any conflict between this Agreement and the aforementioned, this Agreement shall be amended to adhere to CMS regulations and/or to the Field Marketing Organization Agreement terms and conditions, as applicable.

Assigned Commission to General Agency as determined by First Jersey. LOA agrees to assign any and all commissions to the General Agency who employs or contracts with the LOA. General Agency will provide First Jersey with written documentation that each General Agency’s agent has assigned any and all commission related to the enrollment of eligible Medicare Beneficiaries into Insurance Company to General Agency. For the LOAs who have assigned their commission to General Agency, First Jersey shall pay General Agency and General Agency’s downline agents shall be compensated by General Agency according to the Commission schedules in the Agreement, unless the downline agent has agreed with General Agency in writing to an alternative compensation

methodology or amount in compliance with applicable law. First Jersey reserves the right to pay the LOA directly if the General Agency fails to compensate the LOA.

5. First Jersey shall not be responsible to pay any commissions to Agent where First Jersey does not receive compensation from Insurance Company. This includes circumstances where First Jersey's actions or in action(s) result in the loss of compensation.
6. First Jersey will pay Agent commissions based on the Commission Schedule in Exhibit A below. To the extent any sales level is not involved in the sale of Insurance Company product, the Commission payable to such sales level shall roll-up and be payable to the next higher sales level. First Jersey shall pay Agent the net amount of commission payable on this schedule less any commissions paid at a lower level for the sale of an Insurance Company product.
7. "Initial" First Year Commissions and "Replacement" First year commissions are determined by Insurance Company in accordance with CMS Marketing Guidelines. First Jersey will pay the "Initial" first year commission or "Replacement" first year commission in accordance with the Insurance Company payment. First Jersey is not responsible for any dispute involving determining whether a first-year commission is "Initial" or "Replacement". Specifically, should Agent dispute any payment, Agent's only recourse will be against Insurance Company and Agent voluntarily agrees and acknowledges First Jersey shall have no liability.
8. First Jersey will pay Commissions within fourteen (14) days of receipt of payment from Insurance Company. Commission payments from Insurance Company to First Jersey are processed after confirmation of accretion by CMS and effective date of coverage on the plan. Commissions of less than \$100.00 will accrue to the next statement.
9. Insurance Company may charge back commissions to First Jersey for a variety of reasons, including, but not limited to: Rapid Disenrollment of the member, Early Termination of the member, Corrections of Commissions paid to First Jersey in error, etc. In cases where Insurance Company charges back commissions to First Jersey, First Jersey will charge back all, or a portion of commissions previously paid to Agent. Agent agrees to promptly repay any debit balances which may accrue due to charge backs to the Agent account by First Jersey.
10. If Agent does not promptly repay any debit balances, First Jersey may off set such balances against any commissions due the Agent from any contracts with any insurance company.
11. Agent shall not engage in any prohibited marketing activities and all marketing activities shall be conducted in accordance with Medicare Laws and Regulations and will be pre-approved, in writing by Insurance Company. Agent agrees to strictly comply with Insurance Company's policies and procedures and all applicable federal and state laws, rules and regulations (including, but not limited to, anti-kickback statues, false claims acts and fraud and abuse statutes) relating to promoting the Medicare Products to Eligible Medicare Beneficiaries. Agent will complete the training required by Insurance Company for the promotion and marketing of the Medicare Products and read and understand the Marketing Guidelines (as defined below) and will comply with all policies therein. Agent shall not make representations with respect to the nature or scope of the benefits of enrollment in the Medicare Products except in conformity with the written guidelines and marketing materials furnished by Insurance Company to First Jersey and its Agents for that purpose. These written guidelines specifically include, but are not limited to (i) Title 42 of the Code of Federal Regulations Parts 417, 422 and 423 Medicare Program; Revisions to the Medicare Advantage and Prescription Drug Benefit Programs; Final Rule; (ii) CMS' Medicare Marketing Guidelines for Medicare Advantage Plans, Prescription Plans and 1876 Cost Plans and any and all updates, revisions and additional thereto and (iii) such other written guidelines and marketing materials that may be issued by CMS or other applicable regulatory agencies or otherwise be established by Insurance Company and, in the case of those established by Insurance Company, provided to First Jersey and Agent directly (collectively, the "Marketing Guidelines"). By entering into this Agreement, Agent is acknowledging he/she has received, read and understands the Marketing Guidelines and will comply with said Marketing Guidelines and that any questions Agent had were asked and answered to Agent's full satisfaction. Agent shall not provide gifts, including gifts of nominal value, to Eligible Medicare Beneficiaries, unless provided by Insurance Company.

Agent shall comply with all applicable provisions of Insurance Company's Corporate Compliance Program including, but not limited to, the Insurance Company's Code of Ethics.

12. At all times that this Agreement is in effect, Agent shall not:

- (a) Bind coverage;
- (b) Accept an applicant into an Insurance Company Plan;
- (c) Misrepresent or omit facts in any application;
- (d) Modify or waive any Insurance Company Plan provisions or any terms regarding enrollment, coverage or benefits;
- (e) Distribute any advertising, circular or promotional literature without prior approval by Insurance Company;
- (f) Represent that Agent has authority on behalf of Insurance Company or has any authority except as explicitly provided in this Agreement;
- (g) Represent or imply that an employer and employee relationship exists between Agent and Insurance Company; or
- (h) Create or disseminate any communication or materials, hard copy or electronic, using the Insurance Company name or logo, trademark, symbol, and service mark except upon prior written agreement and written approval of all such communications or materials by Insurance Company.

Furthermore, Agent shall not and cannot guarantee an effective date of coverage for an Eligible Medicare Beneficiary and shall only advise Eligible Medicare Beneficiaries that a proposed effective date will be submitted to CMS who will approve the effective date of coverage. Agent agrees to only utilize CMS-approved marketing materials that are obtained directly from Insurance Company, which Agent is not permitted to change or modify in any manner whatsoever.

- 13. Agent shall deliver and explain to Eligible Medicare Beneficiaries the initial administrative forms, such as billing and enrollment materials as approved in advance by Insurance Company. Agent shall ensure Eligible Medicare Beneficiaries sign forms and Agent returns complete and accurate forms in a timely manner in accordance with Insurance Company procedures and CMS' requirements. Agent shall comply with all Insurance Company and CMS requirements regarding the timely submission of enrollment materials and all such related materials and shall submit all enrollment forms and, if applicable, scope of appointment forms, set forth in Section #2 above.
- 14. Agents shall maintain adequate books and records and comply with all other Medicare requirements set forth in Exhibit B, as attached hereto. Insurance Company, during regular business hours and upon reasonable notice or demand, shall have access to and the right to audit all information and records related to services rendered by Agent pursuant to this Agreement. This right shall survive the termination of this Agreement and shall continue so long as Agent has a legal obligation to maintain such records.
- 15. Agent acknowledges that pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the United States Department of Health and Human Services has promulgated regulations relating to the privacy of individually identifiable health information, protected health information ("PHI") and the security of such information when transmitted by electronic means and further that such regulations may require that contracts contemplating the collection of individually identifiable health information and/or the transmission of such information electronically include certain provisions.

Agent, its sub-agents and employees (collectively, "Subcontractor") acknowledge that as a result of its relationship with First Jersey and Insurance Company, it may create, have access to or receive confidential PHI including, but not limited to, social security numbers, medical records and other individual member identifying information. Subcontractor agrees to comply with the terms included in the HIPAA Subcontractor Business Associate Addendum set forth in Exhibit C and requirements included in this Section 15 listed below:

- (a) Will not use or further disclose PHI other than as permitted or required by law;
- (b) Will use or disclose PHI to perform functions, activities, or services for, or on behalf of, First Jersey and/or Insurance Company, provided that such use or disclosure would not violate the minimum necessary and/or Limited Data Set requirements of HIPAA or the minimum necessary policies and procedures of Insurance Company;
- (c) Will protect and safeguard from any oral and written disclosures of all confidential information, both medical and financial, regardless of how such information is stored, with which it may come into contact;
- (d) Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement or required by law;
- (e) Will document such disclosures of PHI and information related to such disclosures as would be required for First Jersey or Insurance Company to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and will shall make such

- documentation available to upon request;
- (f) Will agree to comply with the determination of a request for restriction to the Use or Disclosure of Protected Health Information and/or determination of a request for alternative methods of confidential communication pursuant to 45 C.F.R § 164.522 at the request of First Jersey or Insurance Company, and in the time and manner mutually agreed to by the parties, but no later than ten (10) business days. If Business Associate/Agent receives a request for restriction to the Use or Disclosure of Protected Health Information and/or request for alternative methods of confidential communication directly from an Individual, Business Associate/Agent shall forward such request to First Jersey within five (5) business days;
  - (g) Will ensure that all of its subcontractors, subagents and employees, which may have contact with PHI, agree to all of the same restrictions and conditions to which Business Associate/Agent is bound, including those in Exhibit C;
  - (h) Will report to First Jersey and Insurance Company any unauthorized use or disclosure of PHI immediately upon becoming aware of it; and
  - (i) Will comply with all applicable laws and regulations specifically including the privacy and security standards of HIPAA (45 C.F.R. Parts 160-164), Title V of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.), applicable provisions of the Health Information Technology for Economic and Clinical Health Act as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), and any applicable state legislation and regulations, as amended from time to time.

Agent further agrees to cooperate and successfully complete any required HIPAA training requested and offered by Insurance Company or its designated vendor.

16. Agent acknowledges and agrees to cooperate with Insurance Company on the submission of all licensure and background information in a timely and accurate manner. This includes, but is not limited to, the submission of all information by agent via a web based implementation and monitoring tool. Agent further agrees to comply and cooperate with Insurance Company in the timely investigation and response to any complaints received by First Jersey, Insurance Company or CMS from any Medicare beneficiary, enrollee or prospective enrollee.

Agent authorizes Insurance Company, in its sole discretion, to (a) conduct an investigation relating to Agent's background and qualifications including but not limited to, reviewing criminal, education, and state insurance records; and (b) monitor Agent's performance through (i) outbound verification calls, (ii) examination of Agent's rapid disenrollment and cancellation frequencies, and (iii) any other lawful means chosen by Insurance Company. Specifically, Agent understands that, as a condition of Agent's consideration for the relationship contemplated by this Agreement with First Jersey, or as a condition of Agent's continued relationship with First Jersey, First Jersey may obtain a consumer report that includes, but is not limited to, Agent's creditworthiness or similar characteristics, employment and education verifications, social security verification, criminal and civil history, personal interviews, DMV records, any other public records and any other information bearing on Agent's credit standing, credit capacity, character, general reputation, personal characteristics, and trustworthiness.

Agent hereby authorizes and consents to First Jersey's procurement of such a report. Agent understands that, pursuant to the federal Fair Credit Reporting Act, First Jersey will provide Agent with a copy of any such report if the information contained in such report is, in any way, to be used in making a decision regarding Agent's fitness for the relationship contemplated by this Agreement with First Jersey. Agent further understands that such report will be made available to Agent prior to any such decision being made, along with the name and address of the reporting agency that produced the report.

Agent further agrees to notify First Jersey immediately, but no later than three (3) days, of any and all actions regarding Agent's non-compliance with any of the policies and procedures of Insurance Company, and/or non-compliance with Medicare Marketing Guidelines, and/or non-compliance with the applicable laws.

17. Commissions are vested with the Agent subject to the following terms:

- (a) Agent remains in "Good Standing" with Insurance Company according to CMS Marketing Guidelines and Insurance Company continues to pay commission to First Jersey for Agent business. "Good Standing" shall mean licensed and appointed to sell in the appropriate state(s), annually trained and tested with passing score.
- (b) Agent is not terminated for cause. Termination for cause includes, but is not limited to, violating the Insurance Company Code of Conduct, violating CMS Guidelines, violating state insurance law, violating this Agreement and/or contract with the Insurance Company, bankruptcy, or failure to maintain a valid insurance

license.

18. Agent conduct. Agent agrees to disclose to any prospective Eligible Medicare Beneficiary prior to or at time of enrollment that the Agent is compensated based on the prospective Eligible Medicare Beneficiary's enrollment in a plan.

Agent further agrees to not engage in the following prohibited sales practices:

- (a) Making unsolicited home visits;
  - (b) Soliciting Beneficiaries door-to-door prior to receiving an invitation from the Eligible Medicare Beneficiary;
  - (c) Placing outbound calls to prospective or former members, unless the Eligible Medicare Beneficiary requested the call and their solicitation for information is documented;
  - (d) Sending unsolicited emails to a Eligible Medicare Beneficiary unless the Eligible Medicare Beneficiary agrees to receive emails and has provided his/her address to the Agent;
  - (e) Misrepresenting, intimidating, or using high-pressure sales tactics. If Eligible Medicare Beneficiary says he or she is not interested, the conversation must end;
  - (f) Offering Eligible Medicare Beneficiaries a cash payment as an inducement to enroll in a Medicare Advantage Part C or Medicare Advantage Prescription Drug (Part D) plan;
  - (g) Stating that the Agent works for or is contracted with the Social Security Administration (SSA) or the Centers for Medicare & Medicaid Services (CMS);
  - (h) Misrepresenting a product being marketed as an approved Medicare Advantage Prescription (Part D) plan when it is actually a Medigap policy or non-Medicare drug plan;
  - (i) Using an unapproved presentation or material. Agent shall use only those subscription forms, insurance applications, printed materials, and any other sales or marketing materials as are provided by Insurance Company, except as Insurance Company may otherwise approve in writing;
  - (j) Marketing or enrolling other lines of business. Additional products that were not identified, agreed upon, and documented in the Scope of Appointment cannot be discussed unless the Eligible Medicare Beneficiary requests this information. A separate appointment is required to discuss additional products and a 48 hour "cool off" period must be observed before a second appointment can be scheduled;
  - (k) Requesting Eligible Medicare Beneficiary identification information such as bank account number, credit card number;
  - (l) Conducting outbound telephone enrollment, which also includes transferring outbound calls to inbound lines for telephone enrollment;
  - (m) Engaging in forgery, including manually assisting Eligible Medicare Beneficiary with the signing of the enrollment application;
  - (n) Engaging in unauthorized language interpretation;
  - (o) Disseminating inaccurate or false enrollment materials;
  - (p) Enrolling Eligible Medicare Beneficiary(s) at educational events, or in healthcare settings (waiting rooms, exam rooms, hospital patient rooms, dialysis center, etc.);
  - (q) Scheduling unauthorized group presentations. Agent must obtain approval from Insurance Company prior to organizing or advertising a group presentation (30) days in advance; and
  - (r) Engaging in any other conduct that CMS prohibits in the future, or which First Jersey deems prohibited in the future, based on interpretation of current or new CMS guidance.
19. Each Party agrees to indemnify and hold the other party harmless from and against any and all claims, demands or causes of action whatsoever to the extent resulting from or arising out of any act, error or omission on the part of the indemnifying party's officers, agents, representatives or employees in breach of this Agreement. Agent further agrees to indemnify and hold harmless Insurance Company from any claim, suit, cost or expense, of any kind, including, but not limited to, the costs of defense incurred by Insurance Company as a result of any actions or omissions by First Jersey or Agent in connection with its performance of the terms and conditions of any compensation agreement among and between First Jersey and/or Agent, including, but not limited to (i) breach of First Jersey obligations under the applicable compensation agreement, and/or (ii) allegations, judgments, findings or determinations that Insurance Company is vicariously liable for such actions or omissions by First Jersey and/or Agent, (iii) allegations, judgments, findings or determinations that Insurance Company is liable, directly or vicariously, for failure to oversee First Jersey's and/or Agent's compliance with the terms, conditions and obligations under the applicable compensation agreement or the law, (iv) allegations that First Jersey has not paid any commissions or other amounts due or allegedly due, and/or (v) allegations that Insurance Company is responsible for any commission payments or other payments to any third parties under any applicable compensation agreement.

20. Termination. This Agreement may be terminated without cause by either First Jersey or Agent upon sixty (60) days prior written notice or such minimum number of days as required by applicable law, but in no event less than one hundred twenty (120) days prior to the date the Annual Open Enrollment (“AEP”) begins as determined by CMS. Termination received by First Jersey during AEP shall be postponed until AEP is concluded. Upon termination of this Agreement without cause, any compensation due to Agent as set forth in this Agreement in effect as of the effective termination date of this Agreement shall be vested in Agent and payable to Agent by First Jersey regardless of whether this Agreement is still in force at the time such compensation becomes due for as long as each such applicable Eligible Medicare Beneficiary remains enrolled in the product with Insurance Company, commissions continue to be paid by Insurance Company, and Agent remains licensed and appointed in good standing with Insurance Company.
21. Confidentiality. Agent recognizes that all works, including, but not limited to, reports, computer programs, drawings, documentation and publications, which Agent prepares within the scope of this Agreement, shall be works made for hire and shall be the sole and exclusive property of First Jersey. Agent will promptly and fully disclose all such works to First Jersey.

Agent shall not disclose to First Jersey or induce First Jersey to use any secret, proprietary or Confidential Information or matter belonging to others, including any of Agent’s former employers, if any. Agent represents s/he is aware of no Agreement, contract, non-compete covenant, disclosure/secretcy Agreement or similar restriction that would in any way restrict, limit or prohibit the relationship contemplated under this Agreement and that Agent has not disclosed and provided such to First Jersey.

Agent recognizes that Confidential Information is of great value to First Jersey, that First Jersey has legitimate business interests in protecting its Confidential Information, and that the disclosure to anyone not authorized to receive information, including, but not limited to, a Conflicting Organization, will cause immediate irreparable injury to First Jersey. Unless Agent first secures First Jersey’s written consent, Agent will not disclose, use, disseminate, lecture upon or publish Confidential Information. Agent understands and agrees that his/her obligations not to disclose, use, disseminate, lecture upon or publish Confidential Information shall continue after termination of the relationship contemplated by this Agreement for any reason.

Confidential Information is defined as any information, including buying, marketing and pricing methods; procedures; manuals; reports; any client or supplier list of First Jersey; the methods, products and services used by First Jersey; and Confidential Information entrusted by clients or any other third parties to First Jersey; and any of the following: a document, report, file, summary, procedure, compilation, drawing, diagram, photograph, formula, sample, model, research, prototype, device, design, equipment, software or hardware, specialized technique and know-how, or other information that: i) concerns First Jersey’s present or planned business; ii) comes into Agent’s possession or about which Agent has gained knowledge by reason of the Agent’s relationship with First Jersey under this Agreement; iii) could assist a business in the same industry as First Jersey in the conduct of its business; and/or iv) has not been disclosed publicly by authorized representatives of First Jersey. Confidential Information also includes pricing information, customer contact information, account information including customer purchasing histories, processes and techniques, regulatory strategies, financial data, service techniques and protocols, new product plans and designs, terms and condition of other Agents or employees of First Jersey including wages, benefits, and personnel files. Confidential Information does not include any information which has been made public through no action on Agent’s part.

22. Section Titles. The heading and subheadings herein are inserted as a matter of convenience only and do not define, control or limit the scope of this Agreement or the intent or the provisions thereof.
23. Binding Provisions. This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators and legal representatives, successors and assigns.
24. Jurisdiction and Venue. Any suit involving any dispute or matter arising out of this Agreement may be brought only in the New Jersey Superior Court, Monmouth County, having jurisdiction over the subject matter of this dispute or matter. All parties hereby consent to the exercise of personal jurisdiction by such Court with respect to any proceeding.
25. Severability. Each provision of this Agreement shall be considered severable; and if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall

not impair the operation of or affect the provisions of this Agreement that are valid.

- 26. Warranty of Capacity to Execute Agreement. The parties represent and warrant that they have the mental capacity to understand the terms and conditions of this Agreement.
- 27. Waiver. The waiver or failure of either party to exercise, in any respect, any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

THE PARTIES ACKNOWLEDGE THAT EACH HAS READ THIS AGREEMENT IN ITS ENTIRETY, UNDERSTAND ALL OF THE TERMS AND FREELY, VOLUNTARILY AND KNOWINGLY, WITHOUT DURESS OR COERCION, CONSENT TO ALL THE TERMS AND CONDITIONS CONTAINED THEREIN.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be signed by their duly authorized representatives as of the Effective Date.

First Jersey Insurance Agency, Inc.

\_\_\_\_\_

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

By: \_\_\_\_\_  
(Signature line)

Name: JAMES BLUMETTI

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

Title: President

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

To: ALL AGENTS  
RE: HORIZON PAYMENTS

As of January 1, 2018, Horizon Blue Cross Blue Shield of New Jersey is advancing all new business and renewal commissions. Periodically cases are terminated, and Horizon will recuperate the commissions from First Jersey Insurance Agency, Inc. I understand that I am responsible to repay the debt to First Jersey Insurance Agency, Inc, as outlined in my compensation agreement.

Please select one of the following options below regarding your commission payments.

\_\_\_\_\_ I want to receive my commission as earned for new business and renewals.

\_\_\_\_\_ I want to receive my commissions as advanced for new business and renewals.

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

Signature: \_\_\_\_\_

# DIRECT DEPOSIT SET-UP FORM

Business Account Name: \_\_\_\_\_

Account Holder Name: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

## BANK INFORMATION

Business  Personal

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

Accounting Type (Checking, Savings, etc): \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

## ACKNOWLEDGMENT OF AGREEMENT

I, AUTHORIZE FIRST JERSEY INSURANCE AGENCY TO AUTOMATICALLY DEPOSIT MY COMMISSION EARNINGS DIRECTLY INTO MY ACCOUNT LISTED ABOVE (THIS INCLUDES AUTHORIZATION TO CORRECT ANY ENTRIES MADE IN ERROR). THIS AUTHORIZATION WILL REMAIN IN EFFECT UNTIL I GIVE WRITTEN NOTICE TO CANCEL IT.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\*Please provide a VOID Check or a Bank Direct Deposit Form  
to

process your EFT. If no void check is included, we cannot set you up  
with a Direct Deposit\*\*

Dear Agent:

**Base Commission Schedule 2023:**

AgentReceivesforHorizon/Braven (perpolicy):

Initial year MA:	\$750
“New to Horizon” Renewal MA:	\$375
Annual Renewal MA:	\$375

Initial year PDP:	\$92
Renewal PDP:	\$46

Med Supp:Excludesproductsformembersunder65

Year 1: \$28.26

Year 2-6: \$ 16.67

Year 7-10: \$8.83

Year 11+: \$3.54

\*Effective January 2022 we will be paying different rates based on the renewal year according to the above schedule. \*

**Commission Payments:**

**Medicare Advantage and PDP Plans:**

Payments are received middle of the month of the requested effective date. We process them within 7-10 business days.

For Example: A MA with a 4/1 effective date would be paid to us by 4/20, and we would pay it out by 5/1.

**Medicare Supplement:**

Payments are received by the end of the month after the requested effective date. We process them within 7-10 business days.

For example: A MS with a 4/1 effective date would be paid to us by 5/30, and we would pay it out by 6/15.