



GET STARTED WITH SAVOY



SAVOY BROKER ONBOARDING KIT

WELCOME TO SAVOY!

Please return the completed documents (1-3) to licensing@savoyassociates.com. Please also include copies of your current licenses (individual and agency if applicable) and a copy of your current Errors and Omissions (E & O) declaration page with your broker onboarding submission.

1. **Confidential Data Sheet** – Please complete this document in its entirety. Also, please make sure you clearly indicate the name of the agency or broker to be paid. It is imperative that you or your agency hold an active license in the state in which we will be paying commissions to.
2. **Business Associate Agreement (BAA)** – Please note the effective date written on the 1st page of the agreement, which must be prior to the effective date of your first line of business placed through Savoy.
3. **Sub-Producer and Services Agreement (Horizon Services Agreement)** – Please note the effective date written on the 1st page of the agreement, which must be prior to the effective date of your first line of Horizon Blue Cross Blue Shield of New Jersey, Inc. business placed with Savoy. Even if you do not anticipate immediately placing business with Horizon Blue Cross Blue Shield of New Jersey, Inc., we strongly urge you to complete this document in case an opportunity arises in the future where you have a business need to work with this carrier.

ELECTRONIC FUNDS TRANSFER FORM

Please complete clearly and review for accuracy to confirm banking information is legible. Please return the completed Electronic Funds Transfer Form and a voided check to commissions@savoyassociates.com.

BROKER COMMISSION SCHEDULE

Summaries of the carriers' group and individual commission structures are included for your review and are listed by region.

SAVOY APPOINTMENT FOR COMMISSIONS

Please note, failure to supply all requested information will delay the activation of your Savoy appointment and may result in future delays with commission payments. Once your appointment is completed, a member of Savoy's licensing team will advise you of the completion.

Please contact your dedicated Savoy Sales Team with any questions.

We thank you for your business and look forward to working with you.



SAVOY CONFIDENTIAL DATA SHEET

BROKER INFORMATION

Broker Name: _____ National Producer Number (NPN): _____

Broker Date of Birth: _____ Broker SS #: _____

Name of Agency or Broker for Commissions Payable to: _____

If Agency, Tax ID #: _____ ☐ Please check if incorporated.

Phone: _____ Ext: _____ Fax: _____

Email Address: _____ Business Address: _____

ERRORS & OMISSIONS INSURANCE

Please attach a copy of the policy declaration page. **NOTE:** 1 million dollars per occurrence is required.

LIFE & HEALTH PRODUCER LICENSE

Please attach copies of current agency, if applicable, and/or individual producer licenses for each jurisdiction in which an active license is maintained.

SIGNATURE & COMPLETED DOCUMENTS

Name of Individual Completing Form: _____

Title: _____ Signature: _____

Date: _____

FAX, MAIL, OR EMAIL THIS FORM AND THE NECESSARY DOCUMENTS TO:

Savoy	25B Hanover Road, Suite 220	P: 973.377.2220	Fax: 973.377.6887
Licensing Department	Florham Park, NJ 07932	Toll-Free: 800.237.4009	Email: licensing@savoyassociates.com



SAVOY ELECTRONIC FUNDS TRANSFER FORM

Please complete the Electronic Funds Transfer Form to begin receiving your commissions via direct deposit. This form must be completed and received by the 15th of the month prior to the next monthly commission payment.

BROKER INFORMATION

Broker Name / Agency Name		
Social Security # / Tax ID #		
Email	Phone #	Fax

DIRECT DEPOSIT INFORMATION

Broker commissions distributed through the general agency (Savoy) are only distributed via direct deposit. Please provide the following required information:

- **Voided Check:** Please include a copy of a voided check.
- **Nine-Digit Routing / ABA Number:** Please verify with the financial institution that you have the correct nine-digit Routing / ABA number.
- **Email Address:** Please note that a commission contact's email address is required to receive monthly commission payments and statements. Your login ID and password for accessing your online commission statements will be forwarded to you via email.

Depository Name	<input type="checkbox"/> New <input type="checkbox"/> Change	
City	State	Zip
Routing / ABA #	<input type="checkbox"/> Checking <input type="checkbox"/> Savings	Acct #
REQUIRED: Email address to receive commissions notifications		

Authorization Agreement for Electronic Funds Transfer

I hereby authorize Savoy to deposit my earnings (credits) entries to my checking / savings account(s) indicated above. This authorization will remain in effect as long as I remain eligible unless I (we) notify Savoy Associates in writing that the authorization is terminated.

Signature

Date

Please submit your completed form and voided check via email or fax:

Email: commissions@savoyassociates.com

Fax: 973.377.6887

Address: Savoy, Finance Department
25B Hanover Road, Suite 220
Florham Park, NJ 07932

PLEASE NOTE: Once your Electronic Funds Transfer Form has been processed, you will receive via email your login ID and password for accessing your online commission statements. Funds are available in your account at the discretion of your banking institution. If you have any questions or concerns, please contact the Finance Department via email at commissions@savoyassociates.com.



SAVOY BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into this ____ day of _____, 20____ between Donald C. Savoy, Inc., DBA Savoy Associates or any affiliate or subsidiary organization (hereinafter referred to as "Savoy" acting as a "Business Associate"), and _____ (hereinafter referred to as the "Business Associate" or "Subcontractor").)

The parties intend to use this Agreement to satisfy the Business Associate contract regulations issued under the Health Insurance Portability and Accountability Act of 1996 (hereinafter referred to as "HIPAA,") pursuant to the omnibus final rule entitled, "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the HITECH Act and GINA; Other Modifications to the HIPAA Rules" released January 17, 2013, effective March 26, 2013.

WHEREAS, Savoy has entered into an arrangement with retained Business Associate to place insureds in Savoy's markets and/or perform a function or activity on behalf of Savoy that requires that the Business Associate and their staff have access to Protected Health Information (hereinafter referred to as "PHI") and Personally Identifiable Information (hereinafter referred to as "PII") that is subject to protection under HIPAA, as same may be amended from time to time;

WHEREAS, Business Associate and their staff may receive PHI and PII from Savoy or a Covered Entity (as that term is more broadly defined below), or may create or obtain PHI and PII from other parties for use on behalf of Savoy, which PHI and PII may be used or disclosed only in accordance with this Agreement and the standards established by HIPAA and related regulations, and other applicable laws and agency guidance;

WHEREAS, the parties desire to comply with the HIPAA standards for the privacy of PHI and PII, the parties wish to set forth their understandings with regard to the use and disclosure of PHI and PII by the Business Associate and their staff in performance of its obligations; and

NOW THEREFORE, in consideration of the recitals above and the mutual covenants and conditions hereinafter contained, Savoy and Business Associate enter into this Agreement to provide a full statement of their respective responsibilities. This Business Associates Agreement supersedes any prior agreements, if applicable.

1. Definitions. Terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501, and the final rule issued on January 17, 2013, effective March 26, 2013.

1.1 Catch-All Definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific Definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103; includes a Subcontractor at 45 CFR 164.504(e)(4)(ii)(B) and a Health Information Organization, E-prescribing Gateway or other person pursuant to 45 CFR 160.103.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean plan issuer.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, subparts A & E.

(d) Subcontractor. Those persons to whom a Business Associate delegates a function, activity or service, that involves the creation, receipt, maintenance, or transmission of PHI, including with respect to personal health records other than in the capacity of a member of the Savoy workforce. A subcontractor that meets this definition is a HIPAA Business Associate. 45 CFR 160.103.

(e) Privacy Rule. The Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(f) Security Rule. The Standards for Security of Electronic PHI at 45 CFR part 160 and part 164, subparts A and C.

2. Scope of Use of PHI.

2.1 Performance of Agreement. Business Associate may use PHI only in furtherance of its provision of services to Savoy. Business Associate may not use or further disclose the PHI other than as permitted or required by this Agreement or as required by law. Business Associate agrees that it will not use or disclose PHI in a manner that violates or would violate HIPAA and related regulations. Additionally, Personally Identifiable Information (PII) which can be used to distinguish or trace an individual's identity, alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual. Examples of PII include: name, Social Security Number, address, email and date of birth and should be handled in the same manner.

2.2 Obligations and Activities of Business Associate. Business Associate agrees that it will:

- (a) Not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law;
- (b) Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- (c) Make available PHI in a designated record set to the "Covered Entity" as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- (d) Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR §164.526;
- (e) To the extent it is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate will comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- (f) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules;
- (g) Supply Savoy satisfactory assurances, in accordance with §164.504(e)(1)(i), certifying it will appropriately safeguard PHI;
- (h) Receive remuneration, if any only that which is for the performance of activities it undertakes on behalf of a Covered Entity, or on behalf of a Business Associate in the case of a Subcontractor, pursuant to §§164.502(e) and 164.504(e); and
- (i) Not use or disclose PHI that is genetic information for underwriting purposes.

2.3 Reporting of Unauthorized Use. Report to Savoy's HIPAA Privacy Official without unreasonable delay and in no case later than 15 days from discovery of a breach any use or disclosure of PHI not provided for by the Agreement, including breaches of unsecured PHI as required at 45 CFR §164.410, and any security incident of which it becomes aware or by exercising reasonable diligence would have been known. Business Associate must notify Savoy's HIPAA Privacy Official, Joan Fusco at joanfusco@savoyassociates.com of any and all potential breaches.

2.4 Use of Subcontractors. In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), Subcontractors that create, receive, maintain, or transmit PHI on behalf of Savoy must adhere to the same restrictions, conditions, and requirements that apply to Savoy acting as Business Associate with respect to such information. Upon the request of Savoy, Business Associate shall supply to Savoy the form of agreement in place between itself and any Subcontractor which relates to PHI and/or privacy.

2.5 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known or by exercising reasonable due diligence, should have been known that is caused by a use or disclosure of PHI in violation of the requirements of this Agreement.

3. Availability, Audits and Inspections.

3.1 Availability of PHI. Maintain and make available the information required to provide an accounting of disclosures to the “Covered Entity” as necessary to satisfy Covered Entity’s obligations under 45 CFR §164.528.

Business Associate will provide such an accounting to Covered Entity as soon as possible, but in no case longer than fifteen (15) days from the date of request by Covered Entity. Each accounting shall provide: (a) the date of each disclosure; (b) the name and address of the entity or person who received the PHI; (c) a brief description of the information disclosed; (d) for disclosures other than those made at the request of the subject, the purpose for which the information was disclosed; and (e) a copy of the request for disclosure. Business Associate shall maintain a process to provide this accounting of disclosures for as long as Business Associate maintains PHI received from Savoy and/or Covered Entity.

Additionally, Personally Identifiable Information (PII) which can be used to distinguish or trace an individual’s identity, alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual. Examples of PII include: name, Social Security Number, address, email and date of birth and should be handled in the same manner.

3.2 Access by Health and Human Services. Business Associate shall make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI received from Savoy and/or Covered Entity available to Savoy and/or Covered Entity, at the request of Savoy and/or Covered Entity, to the Secretary of Health and Human Services, and other relevant governmental officers and agencies, in a time or manner designated by Savoy and/or Covered Entity or the Secretary, for purposes of determining Savoy’s compliance with the Privacy Rule.

3.3 Access by Savoy. Upon request and reasonable notice, Business Associate shall provide Savoy and/or Covered Entity with reasonable access to its relevant records so that Savoy and/or Covered Entity may monitor compliance with this Agreement.

4. Permitted Uses and Disclosures by Business Associate. Business Associate may use or disclose PHI only as permitted or required by its Business Associate Contract or other arrangement pursuant to § 164.504(e) or as required by law. The Business Associate may not use or disclose PHI in a manner that would violate the requirements of this subpart, if done by the Covered Entity, except for the purposes specified under § 164.504(e)(2)(i)(A) or (B) if such uses or disclosures are permitted by its contract or other arrangement.

4.1 A Business Associate is required to disclose PHI when required by the Secretary under subpart C of part 160 of this subchapter to investigate or determine the Business Associates compliance with this subchapter.

4.2 To the Covered Entity, individual, or individual’s designee, as necessary to satisfy a Covered Entity’s obligations under § 164.524(c)(2)(ii) and (3)(ii) with respect to an individual’s request for an electronic copy of PHI.

4.3 For research purposes pursuant to § 164.512(i) or § 164.514(e); if remuneration is received by the Covered Entity or Business Associate, the payment must be a reasonable cost-based fee simply to cover the cost to prepare and transmit the PHI for such purposes.

4.4 For treatment and payment purposes pursuant to § 164.506(a).

4.5 For the sale, transfer, merger, or consolidation of all or part of the Covered Entity and for related due diligence as described in § 164.506(a).

4.6 For public health purposes pursuant to § 164.512(b) or § 164.514(e).

4.7 PHI that is genetic information may be used for determinations of medical appropriateness where an individual seeks a benefit under the plan, coverage, or policy. Otherwise, PHI that is genetic information may not be used or disclosed for underwriting purposes.

4.8 To an individual, when requested under § 164.524 or § 164.528.

4.9 Business Associate may use or disclose PHI as Required by Law under § 164.512(a).

4.10 Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.

4.11 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set forth above.

5. Term and Termination. Business Associate recognizes and agrees that any breach of confidentiality or misuse of PHI or a violation of a material term of this Agreement may result in the termination of its representation of Savoy.

5.1 Term. The Term of this Agreement shall be effective as of date noted on the first paragraph of this Agreement and shall terminate without cause upon 90 business days advance written notice to the other party or on the date Savoy terminates for cause as authorized in Section 5.2 of this document, whichever is sooner.

5.2 Termination for Cause.

(a) Termination by Savoy. Business Associate authorizes termination of this Agreement by Savoy, if Savoy determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Savoy. This Agreement may be terminated by Savoy upon fifteen (15) days written notice to Business Associate in the event that Business Associate breaches any provision contained in this Agreement and such breach is not cured within such fifteen (15) day period.

(b) Termination by Business Associate. This Agreement may be terminated by Business Associate upon fifteen (15) days written notice to Savoy in the event that Savoy breaches any provision contained in this Agreement and such breach is not cured within such fifteen (15) day period.

5.3 Termination Due to Change in Law. Either party may terminate this Agreement effective upon thirty (30) business days advance written notice to the other party.

5.4 Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, if feasible, return or destroy all PHI received from, or created or received by Savoy on behalf of the Covered Entity that the Business Associate still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible pursuant to § 164.504(e)(2)(ii)(J).

If destroying the PHI is infeasible, Business Associate shall provide Savoy with notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible; Business Associate shall extend the protections of this agreement to such PHI and limit further uses and disclosures to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI.

Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

6. Indemnification. In addition to the other rights and remedies of the parties herein, each party (the “Indemnifying Party”) agrees to indemnify and hold harmless the other, including its officers, trustees, directors, employees, and agents (collectively, the “Indemnified Party”), from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the Indemnifying Party or its officers, trustees, directors, employees, and agents, arising out of this Agreement or any of the obligations assumed by the Indemnifying Party and its officers, trustees, employees, and agents hereunder, provided it is determined by a court having the appropriate jurisdiction that the Indemnifying Party and its officers, trustees, employees, and agents is or are wholly responsible for such liability.

In the event it is determined by a court that the Indemnifying Party and its officers, trustees, employees, and agents is or are not wholly responsible for said liability, then the Indemnifying Party’s liability shall be limited to that degree of liability determined by said court to be the proportionate liability of the Indemnifying Party and its officers, trustees, employees, and agents. The Indemnifying Party, upon notice from the Indemnified Party, shall resist and defend, at the expense of the Indemnifying Party, such action or proceeding with counsel reasonably satisfactory to the Indemnified Party.

In addition, at its option, the Indemnified Party may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Indemnifying Party’s obligations under this paragraph. The Indemnified Party shall give prompt notice to the Indemnifying Party of any claims threatened or made or suit instituted against it which could result in a claim or right to indemnification as provided herein.

7. Miscellaneous.

7.1 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. This Agreement may only be amended by a writing that has been signed by both parties.

7.2 Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.

7.3 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors and assigns.

7.4 Construction. This Agreement shall be construed as broadly as necessary to implement and comply with HIPAA. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies with, and is consistent with, HIPAA and its intent.

7.5 Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey, to the extent not preempted by the Privacy and Security Rules or other applicable federal law without giving effect to its conflict of law’s provisions. The State courts of New Jersey shall be the sole and exclusive venue for any legal proceeding between the parties that may be brought under, or arise out of, this Agreement.

7.6 Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

7.7 Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

7.8 Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement effective as of the date stated on the first page of this Agreement.

DONALD C. SAVOY, INC., DBA SAVOY ASSOCIATES

(Business Associate)

By: _____

Name: James J. Lardiere

Title: Senior Vice President

Address: 25B Hanover Rd., Suite 220

Florham Park, NJ 07932

Date: _____

(Business Associate that is a Subcontractor)

By: _____

Name: _____

Title: _____

Address: _____

Date: _____



SAVOY SUB-PRODUCER & SERVICES AGREEMENT

THIS SUB-PRODUCER AND SERVICES AGREEMENT and the Exhibits attached hereto (collectively, the "Sub-Agreement"), is made and entered into this ____ day of _____, 20____, by and between DONALD C. SAVOY, INC., DBA SAVOY ASSOCIATES, with its principal place of business at 25B Hanover Road, Suite 220, Florham Park, New Jersey 07932 (hereinafter, "Savoy") and _____, with an address at _____
(hereinafter, "Sub-Producer," and together with Savoy, the "Parties").

WHEREAS, Savoy entered into a Master Broker and Services Agreement effective as of January 1, 2014 (the "Master Agreement") with Horizon Healthcare Services, Inc., d/b/a Horizon Blue Cross Blue Shield of New Jersey, Inc. ("Horizon BCBSNJ"), a copy of which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the Master Agreement engages Savoy to provide services to solicit and submit applications for the issuance of Horizon BCBSNJ insurance products and provide services in connection therewith on Horizon BCBSNJ's behalf, including any applicable Statements of Work ("SOWs"); and

WHEREAS, the Master Agreement permits Savoy to use Sub-Producers to solicit or service business upon written notice to and approval by Horizon BCBSNJ, as more fully set forth in the Master Agreement, and Sub-Producer would not otherwise be able to solicit or service Horizon BCBSNJ health insurance products; and

WHEREAS, Savoy and Sub-Producer seek to enter into this Sub-Agreement to outline the rights and responsibilities of the Parties with respect to the activities to be provided by Sub-Producer to Savoy; and

WHEREAS, Sub-Producer may, in the course of performing activities on Savoy's behalf, have access to Protected Health Information, as defined and more fully set forth in the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") Privacy and Security Business Associate Agreement between Savoy and Sub-Producer (the "Business Associate Agreement"), a copy of which is attached hereto and incorporated herein as Exhibit "B";

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, Savoy and Sub-Producer agree as follows:

- 1. Licensure and Compliance.** Sub-Producer represents and warrants that he/she is duly licensed to perform services under this Sub-Agreement. Sub-Producer shall provide Savoy with proof of his/her licensure before any work is commenced hereunder and shall immediately notify Savoy of any action or change that may affect his/her license during the term of this Sub-Agreement. Sub-Producer further represents and warrants that he/she shall comply with all Horizon BCBSNJ regulations, policies, procedures and notices as well as all applicable state and federal laws, rules and regulations, now and hereafter, as relevant to the subject matter of this Sub-Agreement and the Master Agreement.
- 2. Independent Contractors.** The relationship between Sub-Producer to Savoy shall be that of independent contracting partners. Sub-Producer is responsible for his/her own expenses, obligations, and liabilities. Nothing contained in this Sub-Agreement shall be construed as creating the relationship of employer-employee between any of the Parties.
- 3. Training.** By entering into this Sub-Agreement, Sub-Producer represents and warrants that he/she will comply with all Horizon BCBSNJ training requirements and shall promptly demonstrate completion of Horizon BCBSNJ training requirements as requested.
- 4. Required Insurance.** Sub-Producer shall maintain and carry Errors and Omissions insurance in an amount of at least \$1 million and shall provide Savoy with evidence of such insurance. Sub-Producer shall maintain such insurance in full force and effect as one of the conditions of maintaining its Sub-Producer status with Savoy.

5. Compensation. Sub-Producer shall be compensated at the prevailing rate of payment directed by Horizon BCBSNJ. Sub-Producer agrees to cooperate in any periodic audits requested and further agrees that it shall not look to Horizon BCBSNJ for payment of any commission or compensation. Sub-Producer shall return and/or repay any overpayments in compensation or commissions received, and Savoy shall have the right to offset such overpayments against any future compensation.

6. Confidentiality. In addition to the Confidentiality provisions set forth in the Master Agreement, Sub-producer shall not divulge or use any confidential or proprietary information obtained by reason of this Sub-Agreement, including information that has been designated by Savoy and/or Horizon BCBSNJ as confidential or proprietary and further agrees that the existence, nature, terms and conditions of the Master Agreement and this Agreement are strictly confidential and shall not be disclosed by Sub-Producer in any manner or form, directly or indirectly, to any person or entity under any circumstances.

7. Term and Termination. This Sub-Agreement shall be effective as of the date above and shall renew annually until it is terminated. This Sub-Agreement may be terminated by the Parties hereto upon 30 days advance written notice to the other. This Sub-Agreement shall automatically terminate upon the following conditions: (a) the termination of the Business Associate Agreement; or (b) the termination, cancellation, revocation or nonrenewal of Sub-Producer's license. This Sub-Agreement shall terminate upon notice upon (a) a reasonable belief that Sub-Producer has committed fraud and/or the failure to cooperate in any investigation of fraud; (b) abusive conduct deviating from generally accepted standards of care; or (c) any other material breach of the terms of this Sub-Agreement, the Master Agreement; the Business Associate Agreement; or any Horizon BCBSNJ regulation or directive.

8. Advertising. Sub-Producer shall not employ or make use of any advertisement or material in which Savoy's and/or Horizon BCBSNJ's names and/or corporate symbols are contained without prior written approval.

9. Use of Materials. All applications, sales literature, forms, policies, manuals, or other materials furnished by Savoy to Sub-Producer for use by Sub-Producer shall remain the property of Savoy and/or Horizon BCBSNJ and shall be returned to Savoy upon request. Sub-Producer further agrees to return any materials it has in its possession or under its control immediately upon the termination of this Sub-Agreement.

10. Intellectual Property. All trademarks, tradenames, service marks, business names or product or service names remain the property of Savoy and/or Horizon BCBSNJ, respectively, and may not be used without express written authority or license.

11. Indemnification. Sub-Producer shall indemnify and hold harmless Savoy and Horizon BCBSNJ from any and all claims, liabilities, losses, costs, damages, expenses or penalties for or on account of any claim occurring by any reason of any of Sub-Producer's actions in the solicitation or sale of Horizon BCBSNJ insurance products on Savoy's behalf.

12. Governing Law. This Sub-Agreement shall be governed by and enforced pursuant to the laws of the State of New Jersey.

13. Amendments. This Sub-Agreement may not be amended unless set forth in writing signed by both Parties.

14. No Assignment. This Sub-Agreement may not be assigned by Sub-Producer without prior express written approval, and any attempted or actual non-permitted assignment shall be void.

15. Entire Agreement. This Sub-Agreement and the Exhibits hereto constitute the entire agreement and complete understanding between the Parties. This Sub-Agreement supersedes and replaces any and all previous agreements and understandings whether written or oral between Savoy and Sub-Producer with respect to the subject matter of this Sub-Agreement, which shall be null and void. This Sub-Agreement shall remain in full force and effect until it is superseded or terminated, as provided herein.

16. Additional Agreements and Terms. Sub-Producer represents and warrants that he/she has read the Master Agreement and Business Associate Agreement attached hereto and incorporated herein as Exhibits "A" and "B" and agrees to be bound by their terms, as if set forth fully herein.

17. Acknowledgement of Master Agreement and Duty of Cooperation. Sub-Producer hereby acknowledges and agrees to adhere to the terms of the Master Agreement, attached hereto as Exhibit "A," and agrees to cooperate with Horizon BCBSNJ's underwriting rules, compliance programs, records requests, audits, investigations and inquiries. To the extent that any conflict exists between the Master Agreement and the Sub-Agreement, the terms of the Master Agreement shall control.

18. HIPAA Privacy and Security. Sub-Producer shall handle Protected Health Information and Personally Identifiable Information in accordance with the Business Associate Agreement attached hereto as Exhibit "B."

IN WITNESS WHEREOF, the Parties hereto, each acting with full and appropriate authority and intending to be bound hereby, have executed this Sub-Agreement as of the date above written.

MASTER BROKER

**DONALD C. SAVOY, INC.
DBA SAVOY ASSOCIATES**

By: _____
Name and Title (Print)

Signature

SUB-PRODUCER

Name

Address

By: _____
Name and Title (Print)

Signature

Tax I.D. No.: _____

Social Security No.: _____



BROKER COMMISSIONS 2020 NY GROUP BUSINESS

CARRIER	GROUP SIZE	DETAILS	COMMISSION RATE
Aetna	1 to 100 employees		\$20 PEPM
	101+		Up to 5.0%
Cigna	101+ employees		Up to 6.0%
Eagle HealthPlans	101+ FTEs and 50 enrolled	Level-Funded, Self-Insured Minimum Value Plan MEC Plan	\$30 PEPM \$15 PEPM
EmblemHealth	1 to 100 employees		4.0%
	101+		Up to 6.0%
Empire BlueCross BlueShield	1 to 100 employees		4.0%
	101+		Up to 6.0%
Healthfirst	1 to 100 employees		4.0%
HealthPass	1 to 100 employees	EmblemHealth Healthfirst Oscar Oxford	4.0% 4.0% 4.0% 3.75%
HIP	101+ employees		Up to 4.0%
Medova Healthcare	101+ employees	Lifestyle Health Plans MEC Plans	\$30 PEPM \$8 PEPM
New York Health Alliance	1 to 100 employees	MVP HealthCare	3.0%
Nippon Life Benefits	101+ employees		5.0%
Oscar	1 to 100 employees		4.0%
UnitedHealthcare / Oxford	1 to 100 employees		3.75%
	101+		Up to 4.0%

Please note, the producer commissions rates apply to new and renewal business in calendar year 2020 unless otherwise noted.

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BROKER COMMISSIONS 2020 NJ GROUP BUSINESS

CARRIER	GROUP SIZE	DETAILS	COMMISSION RATE
Aetna	5 to 50	Aetna Funding Advantage	\$39 PEPM
	51 to 100		4.0%
	101+		4.0%
AmeriHealth NJ	1 to 50 employees		4.5% New / 4.0% Renewal
	51 to 100		4.5% New / 4.0% Renewal
	101+		Negotiable
Cigna	2 to 250 employees		5.0%
		Self-Insured	Variable PEPM
Eagle HealthPlans	10+ employees	Level-Funded, Self-Insured Minimum Value Plan MEC Plan	\$30 PEPM \$15 PEPM
Horizon Blue Cross Blue Shield of NJ	1 to 50 employees		4.25%
	51 to 100		5.0% (less ACA fees)
	101+		3.0%
Medova Healthcare	51+ employees		\$30 PEPM
Members Health Plan NJ	1 to 2 enrolled employees		2.5%
	3 to 24		4.5%
	25+		5.0%
Nippon Life Benefits	51 to 300 employees		5.0%
Oscar	2 to 50		4.0%
UnitedHealthcare / Oxford	1 to 50 employees	All Savers	4.25%
	5 to 99		\$30 PEPM
	51 to 100		4.75%
	101+		5.0%

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BROKER COMMISSIONS 2020 PA GROUP BUSINESS

CARRIER	GROUP SIZE	DETAILS	COMMISSION RATE
Aetna	2 to 100	Aetna Funding Advantage	\$37 PEPM
	5 to 50	Southeastern PA Western PA	\$24 PEPM
	51 to 100	Fully-Insured Southeastern PA Central PA	5% 3%
Cigna	All sized groups		Contact your Sales Team.
Eagle HealthPlans	10+ employees	Level-Funded, Self-Insured Minimum Value Plan MEC Plan	\$30 PEPM \$15 PEPM
Independence Blue Cross	1 to 99 employees		\$41 PEPM
	100+		Contact your Sales Team.
Medova Healthcare	All sized groups		Contact your Sales Team.
Nippon Life Benefits	All sized groups		5.0%
		Affiliated Trust	Contact your Sales Team.
UnitedHealthcare	1 to 4 enrolled employees	Small Group Fully-Insured ACA Southeastern PA	\$3 PEPM
	5 to 50 enrolled employees	Western, Northern & Central PA	\$3 PEPM
		Small Group Fully-Insured ACA Southeastern PA	\$37 PEPM New \$32 PEPM Renewal
		Western, Northern & Central PA	\$23 PEPM New \$20 PEPM Renewal
	5+ enrolled employees	All Savers Level-Funded	\$24 PEPM default
	51+		Contact your Sales Team.
WellNet	All sized groups		Contact your Sales Team.

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BROKER COMMISSIONS 2020 DE GROUP BUSINESS

CARRIER	GROUP SIZE	DETAILS	COMMISSION RATE
Aetna	5 to 100	Aetna Funding Advantage	\$37 PEPM
	51 to 100	Fully-insured	5%
Cigna	All sized groups		Contact your Sales Team.
Eagle HealthPlans	10+ employees	Level-Funded, Self-Insured Minimum Value Plan MEC Plan	\$30 PEPM \$15 PEPM
Highmark Delaware	1 to 50 employees		\$39 PEPM
	51 to 100		3.25% (0 - 5% adjustable)
	101+		1 - 5% New Fee on either (a) % of collected premium in year prior to renewal, or (b) revised % of collected premium between 1 - 5% for renewals
Medova Healthcare	All sized groups		Contact your Sales Team.
Nippon Life Benefits	All sized groups		5.0%
		Affiliated Trust	Contact your Sales Team.
UnitedHealthcare	1 to 3 enrolled employees	Small Group Fully-Insured ACA	\$3 PEPM
	4 to 50 enrolled employees	Small Group Fully-Insured ACA	\$33 PEPM New / \$30 Renewal
	15+	All Savers Level-Funded	\$24 PEPM default
	51+		Contact your Sales Team.
WellNet	All sized groups		Contact your Sales Team.

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BROKER COMMISSIONS 2020 INDIVIDUAL BUSINESS

NEW JERSEY CARRIERS	DETAILS	COMMISSION RATE
AmeriHealth NJ	Open Enrollment Period Advantage Local and Preferred Plans All Special Enrollment Period Business	\$20 PCPM \$6 PCPM \$6 PCPM
Horizon Blue Cross Blue Shield of NJ	Advantage OMNIA	\$9.74 PCPM \$21 PCPM
Oscar		\$20 PCPM
PENNSYLVANIA CARRIERS	DETAILS	COMMISSION RATE
Independence Blue Cross	All Product Lines	\$19 PMPM
Oscar		\$18 PMPM
DELAWARE CARRIERS	DETAILS	COMMISSION RATE
Highmark Delaware	New Business Renewal Business	\$20 PMPM \$10 PMPM

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