



South Carolina

MAJOR GROUP DIVISION: 51+ ELIGIBLE LIVES

BlueCross BlueShield of South Carolina



Consultants User Guide

For fully insured, self-funded and level-funded groups
Effective 2023

OUR PORTFOLIO OF PRODUCTS

We look forward to working with you and your agency. Here's a summary of products available through your local BlueCross BlueShield of South Carolina Major Group marketing representative.

Traditional benefits	Vision plans
PPO network plans (nationwide)	Dental network plans
High-performance networks (select states)	Prescription network plans
Consumer-driven health plans (CDHP/HRA/HSA)	Pharmacy benefits management with real-time integration

Funding Options

Fully insured (51+ employees)	Association plans (2 or more employees)
Level-funded (51+ employees)	Chamber options (51+ employees)
Self-insured (100+ employees)	

Administrative Solutions

COBRA administration	Retiree administration
Health reimbursement accounts (HRA)	Health savings accounts (HSA)
Flexible spending accounts (FSA)	Health incentive accounts (HIA)
Health management	Wellness engagement
Coaching	Incentive management
Pharmacy management (ASO)	Reinsurance protection (ASO)

Companion Life Products*

Basic True Group Life	AD&D
Dependent Life	True Group LTD
True Group STD	Supplemental Group Term Life
Voluntary Group Term Life and AD&D	Voluntary STD
Voluntary LTD	Voluntary Dental
Short- and Long-Term Disability	Voluntary Vision
Critical Illness	Hospital Indemnity
Accident	

*Life insurance is offered by Companion Life. Because Companion Life is a separate company from BlueCross BlueShield of South Carolina, Companion Life will be responsible for all services related to life insurance.

CONTACT YOUR BLUE CROSS MARKETING ACCOUNT REPRESENTATIVE:

Charleston

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803-479-1235

Columbia

Alex Kubas
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Heather Raven
803-264-2196

Greenville

Breck Isaac
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David Thomas
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INCLUDED IN THIS CONSULTANTS USER GUIDE

Programs that work: Member HIAs

Whole-health care with Blue DentalSM

South Carolina Bundle Plan

Major Group agent incentive program

New for 2023: Strive

Agent fees collection agreement — all group sizes

Agent fees collection agreement — new business and renewals

Agent fees collection agreement — agent of record change

TOOLS THAT WORK, PROGRAMS THAT DELIVER

Most employers like the idea of workplace wellness initiatives. They understand that the whole organization benefits from having healthy, happy employees. But where to start?

BlueCross offers tools and programs that can be customized for our fully insured groups, both larger organizations and midmarket companies. Our BlueCross health incentive accounts (HIAs) are a good example.



How to earn HIA rewards

Members can earn rewards, including credits toward their health benefit deductibles, by completing health-related activities.

Who can participate?

Employees and their covered spouses can participate and track their progress on their computers or mobile devices.

BLUE DENTALSM

Customized coverage to make your customers smile

Blue Dental plans with BlueCross BlueShield of South Carolina reflect our commitment to whole-health care. That's because dental health affects a person's overall well-being — proper dental care can limit inflammation, improve diabetes control and lower the risk of heart disease.



Customized solutions

Blue Dental advantages include:

- ◆ Flexible plan designs.
- ◆ Comprehensive networks.
- ◆ Easy administration.
- ◆ In-network advantages, such as no deductibles.



How medical/dental integration works for your customers

- ◆ One account management team
- ◆ One ID card
- ◆ One toll-free number
- ◆ One monthly bill
- ◆ One eligibility file
- ◆ One enrollment process
- ◆ One utilization report
- ◆ One disease management program
- ◆ One website/sign-in: MyHealthToolkit® at www.SouthCarolinaBlues.com.

For details, check out the Blue Dental product brief in the Agents section of our website, www.SouthCarolinaBlues.com. Your BlueCross representative can tell you more!



South Carolina

Blue DentalSM

SOUTH CAROLINA BUNDLE PLAN

Insurance coverage outline

Group Life Insurance Coverage Group Size 2 – 300 Lives

Group Term Life

- ◆ Offers a flat amount between \$10,000, \$15,000, and \$20,000. Group selects only one amount.
- ◆ Dependent life coverage available for spouse and dependent children
- ◆ Conversion available
- ◆ Extended death benefit
- ◆ Minimum participation is 25%; however, will consider down to two lives
- ◆ Includes Accidental Death and Dismemberment (AD&D)
- ◆ **Guaranteed issue:** will match the Flat Benefit amount elected, 10K, 15K, or 20K
- ◆ Rate per thousand is \$0.17 and \$0.03 for AD&D
- ◆ 99% Participation, this will allow or waivers
- ◆ Group must be in business for a minimum of one year

Voluntary Group Term Life

- ◆ Offers up to seven times an employee's salary amount with a maximum of \$500,000
- ◆ Available to 2+ enrolled (subject to EOI) if over 100K
- ◆ **Guaranteed issue:** 25% Required participation, Minimum Number of Enrollees is 2, GI Employee \$100,000 and Spouse \$25,000
- ◆ Waiver of Premium provision
- ◆ Accelerated Death Benefit
- ◆ Conversion available
- ◆ AD&D available
- ◆ Age-banded rates
- ◆ Dependent life coverage available for spouse and children

See Industry Exclusions List attached

- ◆ If we have more than 40% Police, Fire and/or EMT workers, they will not be eligible for Basic Life or Voluntary Life

Group Disability Insurance Coverage Group Size 2 – 300 Lives

Short Term Disability as Voluntary with a Composite Rate

- ◆ Provides 70% of weekly salary up to \$300 weekly maximum
- ◆ Benefit period is 13 weeks
- ◆ Maternity covered as illness
- ◆ Elimination periods: 8th day accident; 8th day illness
- ◆ Standard Pre-ex: 12/12
- ◆ EOI not needed
- ◆ Composite rate offering of \$0.26 per \$10
- ◆ 0% employer contribution
- ◆ Group must be in business for a minimum of one year

Voluntary Short Term Disability

- ◆ Provides 66 2/3% of weekly salary up to \$1,250 weekly maximum
- ◆ Minimum of 2 or more enrolled
- ◆ EOI is not needed
- ◆ Standard Pre-ex: 12/12
- ◆ Enrollment age freeze
- ◆ Partial Disability included
- ◆ Maternity covered as illness
- ◆ Composite rates
- ◆ Includes \$10,000 AD&D
- ◆ Age-banded rates
- ◆ Choice of 13-, 26-, or 52-week duration
- ◆ Group must be in business for a minimum of six months

- ◆ *See proposal for complete list of Standard and Excluded Industries*

Vision Insurance Coverage EyeMedSM Vision Discount Plan

- | | |
|---|---|
| <ul style="list-style-type: none"> ◆ Combines unlimited choice with quality and value ◆ Available to all employees with a Companion Life dental plan at no additional cost ◆ Choice of two plan designs: <ul style="list-style-type: none"> 1. Vision Essentials – Exam only 2. Vision Select – Exam and eyewear | <ul style="list-style-type: none"> ◆ Two-year rate lock offered for both plans ◆ Available to groups of two or more eligible employees ◆ Available as a stand-alone plan ◆ 100% participation required if employer pays all premium ◆ If employees contribute to the cost, voluntary rates apply |
|---|---|

Dental Insurance Coverage Dental by Design[®]

Low Option Plan

- ◆ Standard \$1,000 annual maximum
- ◆ Standard \$100 lifetime deductible
- ◆ Freedom to choose any dentist
- ◆ Participation requirement of two or more lives
- ◆ Employer contribution is 0 to 75%
- ◆ If Employer Paid, reduce rates by 5%
- ◆ Dental offices are excluded from dental coverage
- ◆ 2-year rate lock
- ◆ Will consider a dual option Low/High offering

High Option Plan

- ◆ Standard \$1,200 annual maximum
- ◆ Standard \$50 lifetime deductible
- ◆ Freedom to choose any dentist
- ◆ Participation requirement of two or more lives
- ◆ Employer contribution is 0 to 75%
- ◆ If Employer Paid, reduce rates by 5%
- ◆ Dental offices are excluded from dental coverage
- ◆ 2-year rate lock
- ◆ Will consider a dual option high/low offering

Value-added Benefits

Available to all employees with a Companion Life Dental Plan at no additional cost

Vision Discount Plan

- ◆ Provides vision discounts for exams and eyewear through EyeMedSM Vision Care

Hearing Services Plan

- ◆ Provides assistance, protection and treatment of hearing care

Voluntary Critical Illness Insurance

- | | |
|---|--|
| <ul style="list-style-type: none"> ◆ Covered Illnesses: Heart attack, stroke, coronary bypass surgery, invasive cancer, cancer in-situ, major organ transplant, end-stage renal failure, blindness, deafness, paralysis, accidental loss of speech, coma ◆ \$5,000 employee benefit amount ◆ \$2,000 dependent benefit amount ◆ Groups with ten or more eligible employees | <ul style="list-style-type: none"> ◆ Dependent coverage available ◆ No industry limitations ◆ Guaranteed issue ◆ Age-banded rates ◆ Five-year Premium Rate Lock ◆ Portable at group rates ◆ <i>See proposal for complete list of exclusions</i> |
|---|--|

Some products not available in all states. Refer to brochure for additional product information.

This is a general outline of covered benefits and does not include all the benefits, limitations and exclusions of the policy. Please refer to the policy and/or certificate for details.

INTENDED FOR AGENT/BROKER USE ONLY.

Not to be distributed or used by group administrators, insureds or other audiences.

2023 MAJOR GROUP AGENT INCENTIVE PROGRAM

The BlueCross Major Group division presents its 2023 incentive program. This year, we want to reward you for your retention and new case sales of all Major Group business with effective dates from Feb. 1, 2023, through Jan. 31, 2024.

New case sales: limited engagement for Major Group and Chamber

Agents can earn bonuses on new Preferred Blue account sales with effective dates between June 1, 2023, and Jan. 31, 2024. Accounts must have a minimum eligibility of 51 employees. Self-insured cases are eligible if BlueCross stop loss and pharmacy administration are included in the sale. Level-funded cases are included and must meet plan requirements to be eligible. The bonus will be in effect upon the first new sale and for each sale thereafter with no limit on cases sold.

All cases eligible for bonuses must meet the criteria outlined in this section.

New case bonuses are* :

- ◆ 150 or fewer enrolled employees = \$125 per contract
- ◆ 151 or more enrolled employees = \$100 per contract

* Maximum incentive payment is \$25,000.

Early midmarket medical renewal paperwork bonus for Major Group and Chamber

- ◆ Earn a \$1,000 bonus per fully insured medical case when you complete the renewal submission by or prior to 45 days before the group's renewal date.
- ◆ A bonus is available for your fully insured, Chamber and level-funded medical renewals in December 2023 and January 2024.
- ◆ The bonus is awarded for your midsize renewal cases only (groups with fewer than 250 insured lives).

Guidelines

- ◆ Accounts obtained by an agent of record (AOR) letter do not count toward the new case sales or retention bonuses unless they are renewed during the promotion period.
- ◆ A change in AOR will not change the commission level until after the customer's first renewal under your agent assignment.
- ◆ For the year-end retention bonus, only BlueCross Preferred Blue accounts will be counted for case credit. Dental-only groups will be excluded from the case count for the purposes of this bonus.
- ◆ For the new case bonus, only BlueCross (whole case) Preferred Blue accounts will be used for bonus purposes.
- ◆ Accounts that cancel within the first 24 months will result in the return of any bonus attributed to the canceled account.
- ◆ The new sales and retention bonuses are paid on the agent's production, not the agency's production.
- ◆ The membership of groups retained must be greater than any net loss.



Fully insured, self-funded and level-funded (excludes Chamber and Associations groups)

Bonus program step 1

To thank you for helping us achieve our goal of retaining business, you can earn retention bonuses for all active Major Group accounts (whole case) as of Feb. 1, 2023. Retention bonuses will be paid in March 2024. To qualify, you must have a minimum of four cases.

Retention bonuses			
4 – 6 cases	\$5,000	13 cases	\$25,000
7 – 8 cases	\$9,000	14 cases	\$30,000
9 – 10 cases	\$12,000	15 cases	\$40,000
11 cases	\$15,000	16 cases	\$60,000
12 cases	\$20,000		

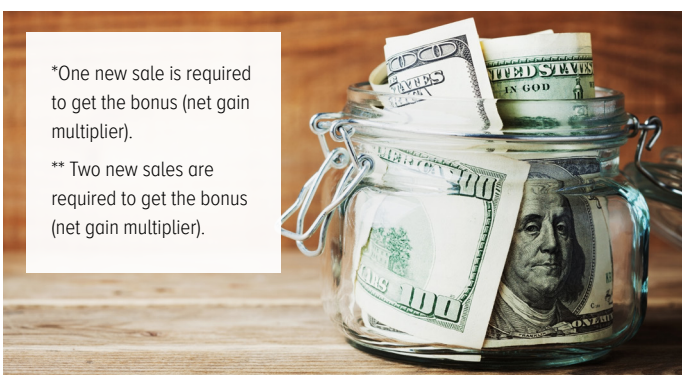
Bonus program step 2

Net growth retention bonus accelerator

To congratulate you for your recent new business sales with Major Group implemented between Feb. 1, 2023, and Jan. 31, 2024, you can increase your bonus through net growth. Using your beginning year contract count as of Jan. 31, 2023, add your new business contracts minus any lost contracts through Jan. 31, 2024. If you have net growth in your block of business, you may qualify for the net growth retention bonus accelerator bonus.*

Using your net growth percentage, you may accelerate your retention bonus by the following amounts:

Net growth percentage	Retention bonus calculator
-8.1% or lower	Multiply bonus by .80
-8% to -4.1%	Multiply bonus by .85
-4% to -2.1%	Multiply bonus by .90
-2% to -0.01%	Multiply bonus by .95
0% to 2%	Multiply bonus by 1.00
2% to 4%	Multiply bonus by 1.10*
4% to 6%	Multiply bonus by 1.15*
6% to 10%	Multiply bonus by 1.25**
10% and higher	Multiply bonus by 1.30**



*One new sale is required to get the bonus (net gain multiplier).

** Two new sales are required to get the bonus (net gain multiplier).

Bonus program step 3

Ancillary growth retention bonus accelerator

In appreciation of your ancillary business sales with Major Group implemented between Feb. 1, 2023, and Jan. 31, 2024, we also offer a bonus for ancillary growth. If you sold Major Group dental or Companion Life products and/or added the ASO suite (disease and health management programs) to your existing accounts between Feb. 1, 2023, and Jan. 31, 2024, you may qualify for the ancillary growth retention accelerator bonus.

Ancillary products	Retention bonus accelerator
Group dental	Add 2% points for each group sold
Companion Life products	NEW: 3% points for each group sold
ASO Health Essentials SM suite	Add 2% points for each group sold

Example:

Step 1: Agent A renewed 12 cases with Major Group. The retention bonus starts at \$20,000.

Step 2: Agent A had 3,000 contracts with Major Group as of Jan. 31, 2023. Agent A also sold three cases with 500 new lives between Feb. 1, 2023, and Jan. 31, 2024. Agent A lost 120 lives during the same time period, ending with 3,380 lives on Jan. 31, 2024. Net growth for Agent A is $3,000 - 120 + 500 = 3,380$, or a 12 percent net gain in membership growth.

The retention bonus of \$20,000 plus the 12 percent net gain accelerator (130 percent) totals \$26,000.

Step 3: Agent A sold the following ancillary lines between Feb. 1, 2023, and Jan. 31, 2024: dental to three groups (add 6 percentage points) and Companion Life products to two groups (add 6 percentage points).

For the ancillary products sold, Agent A will accelerate the bonus by an additional 12 percent: $\$26,000 \times 12 \text{ percent} = \$29,120$.

Starting retention bonus: \$20,000

Accelerated retention bonus: \$29,120

Award bonus equal to \$8.61 per employee: \$3,380

New sales bonus for three cases of 500 lives: \$58,125

Total annual award bonus through Major Group: \$87,245

That's an additional \$25.81 per-employee!

For more information about our incentive programs, please contact your BlueCross account or sales representative.

BLUE CROSS BLUE SHIELD OF SOUTH CAROLINA AGENT FEES COLLECTION AGREEMENT

Required for all group sizes

Health care reform continues to impact our industry in many ways, including mandates for transparency. BlueCross has been proactive in its approach to this aspect of doing business. We want to provide the best possible service to our members and the best possible support for our agents.

With the move toward enhanced transparency, agents have an opportunity to showcase the many valuable services

they provide to our mutual clients. This also helps frame conversations with employer groups as they pertain to agent compensation.

This brochure details the new guidelines for agent commissions for renewal business. All divisions will use enrolled employees as the determining factor for each market segment for commission and bonus calculations.



New business

Commission level: The first-year starting commission level for groups will be paid at 5 percent of monthly received premium and requires written customer approval before payment. Agents may negotiate directly with the account an amount more or less than the standard BlueCross first-year starting commission level.

Renewal business

Commission level: The first-year renewal and all subsequent years' commission level will be paid at 4 percent of monthly received premium and will require written customer approval before payment. Agents may negotiate directly with the account an amount more or less than the standard BlueCross renewal commission level.



Agent fees collection agreement

Because of transparency requirements mandated by the Affordable Care Act, BlueCross implemented a new process to get written customer acknowledgement of the agent's paid commission level for every client group. The Agent Fees Collection Agreement helps ensure that all parties are aware of and agree to the commission level. You must submit an Agent Fees Collection Agreement for each new case, at

each renewal for existing cases and with any AOR change request. The agreement must be submitted to your BlueCross marketing representative and accepted by BlueCross for every case or change request. An Agent Fees Collection Agreement accompanies this brochure. If you need additional copies of this form, you may make copies of the form attached in this brochure or contact your BlueCross marketing representative.

Frequently asked questions

Q: Is the commission level negotiable?

A: Yes. Agents may request more or less than the standard amount from the employer group. The Agent Fees Collection Agreement will outline the fees to be paid and helps ensure all parties are aware of and agree to the commission level.

Q: Is an Agent Fees Collection Agreement required?

A: Yes, the Agent Fees Collection Agreement is required for fully insured and administrative services only (ASO) medical and dental groups. This agreement must be signed, received and approved before payment of any commission. The agreement helps ensure all parties are aware of and agree to the commission level.

Q: Where can I find a copy of the Agent Fees Collection Agreement?

A: Two versions of the Agent Fees Collection Agreement — one for new business and renewals and another for an agent of record change — are included with this brochure. You may contact your marketing representative for the forms.

Q: How do I access my commission statements?

A: Commission statements for direct-pay agents are now available online only, providing convenient, 24/7 access to commission information. Log in to My Business ManagerSM and select the Commissions tab at the right. Statements should be available on Wednesday of the first full week of each month. Please note: Agents with commissions assigned to an agency will not have individual online access to the statements.



Frequently asked questions

Q: When do I need to turn in the Agent Fees Collection Agreement? If I do not get it signed, will I be paid?

A: The new Agent Fees Collection Agreement must be signed by you and the employer group and submitted with the enrollment/renewal paperwork. If we do not receive the signed agreement, you will not receive payment for the group.

You may email a signed, scanned version of the Agent Fees Collection Agreement, saved as a PDF, to BlueCross along with other completed group paperwork.

Q: Do I need to continue to submit AOR changes?

A: Yes, you must continue to submit AORs for your groups. There is an Agent Fees Collection Agreement designated specifically for AORs.

Q: If an AOR is submitted at renewal, can the agent fee be changed?

A: If an AOR is submitted at renewal, the agent fee can be added, changed or removed from a group. If an AOR is submitted midyear, the agent fee cannot be changed. It may remain the same or be removed. A different agent fee amount may be accommodated at the next renewal. If the agent fee is remaining the same with an AOR change, an Agent Fees Collection Agreement with the same agent fee amount must be submitted to BlueCross by the new agent with the AOR change.



A plus for your customers: BlueCross initiatives enable healthier lifestyles

Most people need a little help reaching their wellness goals — and innovative programs can even make it fun!

For example, our My Health NovelSM connects members with mobile apps and other resources to set goals and stay on track, with optional chapters on weight management, musculoskeletal health and behavioral health.

Members also can connect digitally with care managers when applicable. That shifts some of the wellness burden away from the human resources department.

And then there's Strive, our well-being platform as of Jan. 1, 2023. It links members to a variety of ways to get and stay healthy. Strive is included for all fully insured groups and is a buy-up for self-funded employers.

AGENT FEES COLLECTION AGREEMENT

New business and renewals

THIS AGENT FEES COLLECTION AGREEMENT (the "Agreement") is between **Blue Cross and Blue Shield of South Carolina** (BCBSSC), an independent licensee of the Blue Cross and Blue Shield Association,

_____ ("Agent"),
_____ ("Agency"), and
_____ ("Group"), each a "Party" and collectively "Parties."

Background

Group will purchase certain health, dental and/or stop loss insurance products from BCBSSC and/or its affiliates ("Products") through the services of Agent, an appointed agent of BCBSSC and the Group's Agent of Record ("AOR"). Group understands that state laws and regulations and BCBSSC, through its contract and BCBSSC Policies and Procedures, set some requirements for services provided by Agent to Group. Group also understands Agent may provide more services than those required by law or by BCBSSC to Group. Group agrees and understands that BCBSSC will use a portion of Group's premium to pay Agent the negotiated fees for each of the Products ("Agent Fees") for all such services.

Agreement

1. Services provided by Agent to Group. Agent shall provide services related to each of the Products to Group that are consistent with all applicable laws, any contracts Agent may have with BCBSSC, and BCBSSC Policies and Procedures. Agent agrees, represents and warrants that it has the authority to bind Agency to this Agreement. Group understands that BCBSSC has no liability or responsibility for services provided by the Agent or Agency outside of what is required by BCBSSC's agent/agency contracts and BCBSSC Policies and Procedures.

2. Amount of Agent fees and effective dates. Starting on the Effective Date and continuing until the end of the Group's contract year, Group understands and is aware that BCBSSC will pay the following Agent Fees for services provided by Agent in connection with each of the Products:

This Agreement is effective for the Group's new contract year. This Agreement will terminate at the end of the Group's new contract year. The agreed-upon Agent Fees for the new contract year are:

3. Remittance of Agent fees to BCBSSC. Each monthly premium statement to Group for Products premium will set forth the premium to be paid by the Group to BCBSSC, and the amount of the Agent Fees to be paid by BCBSSC to Agency.

(complete only the applicable boxes and start date)

Product type	Percent of monthly premium (per employee per month)	Flat fee per month (per employee per month)
Health		
Dental		
Stop loss		

Start date for Group's new contract year ("Contract Year") is: _____.

4. **Agent fees to Agent.** BCBSSC shall pay Agent Fees to Agent on a monthly basis after receiving premium payments from Group. BCBSSC's obligation to pay Agent Fees is contingent on its receipt of premiums from the Group. If BCBSSC does not receive the entire premium, or if it is required to return premiums to a Group, Agent and Agency agree to, (i) return any overpayments to BCBSSC within 10 business days of BCBSSC's request or (ii) allow BCBSSC to deduct any overpayments from any future payments to Agent or Agency under any agreement between BCBSSC and Agent or Agency.
5. **Partial payments.** In the event that Group does not remit the full amount of any monthly premiums for any month, at its sole discretion, BCBSSC will review the amount and its policies and procedures at that time and determine whether to continue the Group's coverage. If the Group's coverage continues, Agent Fees will be paid to Agent for that time period of coverage. BCBSSC is not responsible for payment of Agent Fees if it does not receive monthly premiums from Group.
6. **Terminations.** This Agreement shall terminate: (i) on the day that Group no longer purchases any Products as identified in this Agreement from BCBSSC; or (ii) at the end of Contract Year. If Group changes its Agent of Record or removes Agent as its Agent of Record, this Agreement shall terminate on the effective date of such change. This Agreement may be terminated by any Party by providing at least thirty (30) days prior written notice to all other Parties.
7. **Miscellaneous.** This Agent Fees Collection Agreement supersedes all prior Agent Fees Collection Agreements between the Parties. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. This Agreement may be amended, modified or supplemented only by written agreement of all of the parties hereto. The execution, interpretation and performance of this Agreement shall be governed by the internal laws and judicial decisions of the State of South Carolina. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Parties. This Agreement may be executed in one or more counterparts (including by means of facsimile or electronic mail in PDF or similar format), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Execution page follows]

In WITNESS WHEREOF, the parties have executed this contract.

BLUE CROSS AND BLUE SHIELD OF SOUTH CAROLINA

Signed: _____

Name: Michael E. Harris

Title: Vice President, Major Group Sales

Date: _____

Group

Signed: _____

Name: _____

Title: _____

Date: _____

Agency/Agent

Signed: _____

Name: _____

Title: _____

Date: _____

Agency: _____

Agency Tax ID: _____



AGENT FEES COLLECTION AGREEMENT

Agent of record change

THIS Agent of Record (AOR) AGENT FEES COLLECTION AGREEMENT (the “Agreement”) is between **Blue Cross and Blue Shield of South Carolina** (BCBSSC), an independent licensee of the Blue Cross and Blue Shield Association,

_____ (“Agent”),

_____ (“Agency”), and

_____ (“Group”), each a “Party” and collectively “Parties.”

AOR assignment

An Agent of Record (AOR) may appoint another agent or agency (the assignee) to receive the commissions on all of their cases through assignment. Such an assignment of commissions is irrevocable, and all rights to further assignment of commissions on the assigned cases will be granted only to the agent or agency to whom the commissions are assigned. The assignee must be licensed and appointed by BCBSSC and legally able to receive commissions. BCBSSC reserves the right to reject any request for assignment. BCBSSC’s policy is to accept requests to change AOR if the request is made in writing by an authorized representative of the Group. The request must be made in the form of a letter, on the Group’s letterhead, directed to BCBSSC (not the new AOR) that: designates the new writing Agent and AOR (using the name by which they are appointed by BCBSSC), specifies the lines of coverage impacted and states that the customer’s instructions to name a new AOR supersede other designations and terminate commissions and other payments to any prior agent. AOR requests must accompany this signed document.

For cases where there is no current agent, BCBSSC will not pay commissions or agent fees until either is added to the fully insured premium rate or self-funded fee. The change in premium can occur at the next renewal, or the Group may approve a change in premium rates off-renewal to accommodate the compensation by dating the following document. If BCBSSC recognizes a new AOR on a case where no commissions or agent fees are being paid, BCBSSC will not pay commissions or agent fees on the case until commissions or agent fees are added to the fully insured premium rate or self-funded fee. If BCBSSC recognizes a new AOR on a commissionable case with 100 or more eligible employees, and the new AOR requests an increase in commissions or agent fees in writing, BCBSSC will not pay the higher commissions until the additional commissions or agent fees are added to the fully insured premium rate or self-funded fee. The change in premium can occur at the next renewal, or the Group may approve a change in premium in writing off-renewal to accommodate the compensation. If BCBSSC recognizes a new AOR on a commissionable case with 100 or more eligible employees, and the new AOR requests a decrease in commissions or agent fees in writing, BCBSSC will reduce the commissions or agent fees and the fully insured premium rate or self-funded fee when the change can be processed, without waiting for the next renewal date. The Group is always the ultimate authority in designating an AOR for its case. However, absent other instructions from the customer, a current AOR may designate a new AOR by requesting such a change in writing.

Background

Group will purchase certain health, dental and/or stop loss insurance products from BCBSSC and/or its affiliates (“Products”) through the services of Agent, an appointed agent of BCBSSC and the Group’s Agent of Record (“AOR”). Group understands that state laws and regulations and BCBSSC, through its contract and BCBSSC Policies and Procedures, set some requirements for services provided by Agent to Group. Group also understands Agent may provide more services than those required by law or by BCBSSC to group. Group agrees and understands that BCBSSC will use a portion of Group’s premium to pay Agent the negotiated fees for each of the Products (“Agent Fees”) for all such services.

Agreement

- 1. Services provided by Agent to Group.** Agent shall provide services related to each of the Products to Group that are consistent with all applicable laws, and any contracts Agent may have with BCBSSC and BCBSSC Policies and Procedures. Agent agrees, represents and warrants that it has the authority to bind Agency to this Agreement. Group understands that BCBSSC has no liability or responsibility for services provided by the Agent or Agency outside of what is required by BCBSSC's agent/agency contracts and BCBSSC Policies and Procedures.
- 2. Amount of Agent fees and effective dates.** Starting on the Effective Date and continuing until the end of the Group's contract year, Group understands and is aware that BCBSSC will pay the following Agent Fees for services provided by Agent in connection with each of the Products:

Assignment of an AOR change: This Agreement is effective the first of the month following receipt of the request and is good through the remainder of the contract year. This Agreement will terminate at the end of the Group's contract year. The agreed-upon Agent Fees for the new AOR assignment are:

(complete only the applicable boxes and start date)

Product type	Percent of monthly premium (per employee per month)	Flat fee per month (per employee per month)
Health		
Dental		
Stop loss		

Start date for Group's new contract year ("Contract Year") is: _____.

- 3. Remittance of Agent fees to BCBSSC.** Each monthly premium statement to Group for Products premium will set forth the premium to be paid by the Group to BCBSSC, and the amount of the Agent Fees to be paid by BCBSSC to Agency.
- 4. Agent fees to Agency.** BCBSSC shall pay Agent Fees to Agent on a monthly basis after receiving premium payments from Group. BCBSSC's obligation to pay Agent Fees is contingent on its receipt of premiums from the Group. If BCBSSC does not receive the entire premium, or if it is required to return premiums to a Group, Agent and Agency agree to (i) return any overpayments to BCBSSC within 10 business days of BCBSSC's request or (ii) allow BCBSSC to deduct any overpayments from any future payments to Agent or Agency under any agreement between BCBSSC and Agent or Agency.
- 5. Partial payments.** In the event that Group does not remit the full amount of any monthly premiums for any month, in its sole discretion, BCBSSC will review the amount and its policies and procedures at that time and determine whether to continue the Group's coverage. If the Group's coverage continues, Agent Fees will be paid to Agent for that time period of coverage. BCBSSC is not responsible for payment of Agent Fees if it does not receive monthly premiums from Group.
- 6. Terminations.** This Agreement shall terminate: (i) on the day that Group no longer purchases any Products as identified in this Agreement from BCBSSC; or (ii) at the end of Contract Year. If Group changes its Agent of Record or removes Agent as its Agent of Record, this Agreement shall terminate on the effective date of such change. This Agreement may be terminated by any Party by providing at least thirty (30) days prior written notice to all other Parties.
- 7. Miscellaneous.** This Agent Fees Collection Agreement supersedes all prior Agent Fees Collection Agreements between the same parties. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. This Agreement may be amended, modified or supplemented only by written agreement of all of the parties hereto. The execution, interpretation and performance of this Agreement shall be governed by the internal laws and judicial decisions of the state of South Carolina. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Parties. This Agreement may be executed in one or more counterparts (including by means of facsimile or electronic mail in PDF or similar format), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Execution page follows]

In WITNESS WHEREOF, the parties have executed this contract.

BLUE CROSS AND BLUE SHIELD OF SOUTH CAROLINA

Signed: _____

Name: Michael E. Harris

Title: Vice President, Major Group Sales

Date: _____

Group

Signed: _____

Name: _____

Title: _____

Date: _____

Agency/Agent

Signed: _____

Name: _____

Title: _____

Date: _____

Agency: _____

Agency Tax ID: _____





BlueCross BlueShield of South Carolina is an independent licensee of the Blue Cross Blue Shield Association.