



**AHCP**  
America's Health Care Plan

Discover the  
**DIFFERENCE**  
with AHCP



## AGENT INFORMATION

Legal Name: \_\_\_\_\_  
Last First MI

Address: \_\_\_\_\_  
Street Address Apartment/ Unit #  
\_\_\_\_\_  
City State Zip Code

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_

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

SSN: \_\_\_\_\_ Tax ID: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Bilingual? ☐ No ☐ Yes Languages spoken other than English \_\_\_\_\_

## UPLINE & COMMISSION

Direct Up-line/ Manager: \_\_\_\_\_ DP: \_\_\_\_\_

Commission Level: \_\_\_\_\_ (Unsure? Contact your up-line)

☐ Referral \_\_\_\_\_

Advance Options: ☐ 3 Months ☐ 6 Months ☐ 9 Months ☐ As Earned

\*No interest (Advance options will have a 3% admin fee)

## APPOINTMENT INSTRUCTIONS

Appointment Checklist for: **Humana One Medicare Transfer**

- ☐ Page 1 AHCP Appointment Coversheet (this page)
- ☐ Page 2-7 Background Disclosure & Authorization
- ☐ Page 8-14 Delegated Amendment
- ☐ Page 15 Agent to MGA Assignment
- ☐ Page 16 Direct Deposit Authorization (Commissions paid by AHCP)
- ☐ Page 17 W9
- ☐ Page 18-21 AHCP Producer Agreement

Please note: Agents who have written business within the last 6 months may be required to obtain a written release from their current General Agent/IMO.

Additional Requirements

- ☐ Copy of all current Licenses
- ☐ Copy of E&O Insurance Certificate

## RETURN INSTRUCTIONS

**Scan Email Option:** Send to [contracting@ahcpsales.com](mailto:contracting@ahcpsales.com)

**Fax Option:** 888-781-0586

**Mailing Address:** 1100 NW Compton Dr. 2<sup>nd</sup> Floor Beaverton, OR 97006

Rev.102215

# Background Investigation Disclosure and Authorization Form

***This form does not create an employer-employee relationship.***

I. You, Producer, understand that the Company may obtain information about you for any permissible purposes from a third party consumer reporting agency now or at any time throughout your application, appointment or contract term with the Company. This may include a “consumer report” or an “investigative consumer report.” An investigative consumer report may include information as to your character, general reputation, personal characteristics, or mode of living; work habits, performance or experience, along with reasons for termination of past employment/professional license or credentials; financial/credit history; or criminal/civil/driving record history to the extent permitted by applicable law. You understand that General Information Services, Inc. (GIS), on behalf of the Company, may be requesting information from public and private sources about any of the information noted earlier in this paragraph in connection with the Company’s consideration of you for promotion or position reassignment or contract now, or at any time throughout your application, appointment or contract term with the Company, and give your full consent for this information to be obtained. You fully understand and agree that the scope of this authorization and consent is all-encompassing, allowing the Company to obtain from any outside organization all manner of consumer reports and/or investigative consumer reports now and throughout your application, appointment and/or contract term with the Company to the extent permitted by applicable law.

II. Under the Fair Credit Reporting Act (FCRA), you have the right to request, in writing, within a reasonable time, that the Company disclose the nature and scope of an investigative consumer report that the Company requests on you. You also have the right to obtain a summary of your rights under FCRA upon request. You are aware that Federal Trade Commission provides a summary statement of your rights on its website at [www.ftc.gov/credit](http://www.ftc.gov/credit). In addition, you are entitled to know if the considerations for which you are applying are denied because of information obtained from a consumer reporting agency. If so, you will be notified and given the name of the agency providing that report.

III. IF APPLICABLE, medical and worker’s compensation information will only be requested in compliance with the Federal Americans with Disabilities Act (ADA) and any other applicable state laws.

IV. You acknowledge that a telephonic facsimile (FAX) or photographic copy of this release shall be as valid as the original. This release is valid for most federal, state and county agencies including the Minnesota Department of Labor.

V. You hereby authorize, without reservation, any financial institution, law enforcement agency, information service bureau, licensing boards, criminal and civil and courts, school or educational institution, employer, insurance company, business entity or other person contacted by GIS to furnish the information described in Section I.

VI. Upon proper identification, you have the right to make a request to GIS as to the nature and substance of all information in its files on you at the time of your request, including the sources of information and the recipients of any reports on you that GIS has previously furnished within the two-year period preceding your request. Communications with GIS should be directed to PO Box 353, Chapin SC 29036 or (888)333-5696 .

## **Additional Disclosures:**

### **NOTICE TO CALIFORNIA CANDIDATES**

You have a right to obtain a copy of any consumer report or investigative consumer report obtained by the Company by checking the box provided below. The report will be provided to you within three (3) business days after we receive the requested reports related to the matter investigated.

☐ You request to receive a free copy of this report by checking this box.

Under section 1786.22 of the California Civil Code, you may view the file maintained on you by GIS during normal business hours. You may also obtain a copy of this file upon submitting proper identification and paying the costs of duplication services, by appearing at GIS in person or by mail. You may also receive a summary of the file by telephone. The agency is required to have personnel available to explain your file to you and the agency must explain to you any coded information appearing in your file. If you appear in person, a person of your choice may accompany you, provided that this person furnishes proper identification.

The Internet Web site address of GIS is [www.geninfo.com](http://www.geninfo.com). GIS's privacy practices can be found on its website at [www.geninfo.com/privacy.asp](http://www.geninfo.com/privacy.asp) or by contacting GIS during normal business hours at 1-888-333-5696. If you wish to obtain additional information relating to GIS's privacy practices that cannot be found at its Internet Web site, GIS shall, upon your request, mail a written copy of its privacy statement to you, including contact information for GIS representatives that can assist you with additional information. Your personal information will not be sent outside the United States or its territories.

If you are seeking a Florida appointment and you have never applied and qualified for a license as an agent in Florida, the Company intends to obtain certain information about you which constitutes a credit report under the law. The specific basis justifying such a report is that it is required by section 626.521 of the Florida Statutes, and the delegated agent relationship for which you have applied involves: 1) regular access to customer personal or financial information other than information customarily provided in a retail transaction; and 2) access to the Company's confidential and proprietary information.

### **NOTICE TO MARYLAND RESIDENTS**

Under section 14-1204 of the Maryland Commercial Law Code, you have the right to request, and receive from the Company within five business days of its receipt of your request, a complete and accurate disclosure of the nature and scope of the investigative consumer report requested.

If you are seeking a Florida appointment and you have never applied and qualified for a license as an agent in Florida, the Company intends to obtain certain information about you which constitutes a credit report under the law. The specific basis justifying such a report is that it is required by section 626.521 of the Florida Statutes, and the delegated agent relationship for which you have applied involves: 1) regular access to customer personal information other than information customarily provided in a retail transaction, as defined in § 14-3501 of the Maryland Commercial Law Code; and 2) access to the Company's proprietary and confidential business information.

### **NOTICE TO MASSACHUSETTS RESIDENTS**

Upon your written request, you have the right to receive a copy of the investigative consumer report the Company obtains once it is complete.

## NOTICE TO MINNESOTA RESIDENTS

You have the right to obtain a copy of the report ordered by checking the box provided below.

☐ You request to receive a free copy of the report by checking this box.

## NOTICE TO NEW HAMPSHIRE RESIDENTS

You have the right to request, and receive from the Company within five business days of its receipt of your request, a complete and accurate disclosure of the nature and scope of the investigative consumer report requested.

## NOTICE TO OKLAHOMA RESIDENTS

You have the right to obtain a copy of the report ordered by checking the box provided below.

☐ You request to receive a free copy of the report by checking this box.

## NOTICE TO OREGON RESIDENTS

If you are seeking a Florida appointment and you have never applied and qualified for a license as an agent in Florida, the Company intends to obtain certain information about you which constitutes a credit report under the law. The specific basis justifying such a report is that it is required by section 626.521 of the Florida Statutes, and essential functions of the delegated agent relationship for which you have applied: 1) require access to customer personal and financial information not customarily provided in a retail transaction; and (2) involve access to the Company's proprietary and confidential business information.

## NOTICE TO NEW YORK RESIDENTS

If you submit a written request, you have the right to know whether the Company ordered an investigative consumer report on you. You may inspect and receive a copy of such report by contacting GIS: PO Box 353, Chapin SC 29036 or (866) 265-4917.

A disclosure of New York's law on the use of criminal records is provided below. By signing above, you acknowledge receipt of this document.

### ARTICLE 23-A

#### LICENSURE AND EMPLOYMENT OF PERSONS PREVIOUSLY CONVICTED OF ONE OR MORE CRIMINAL OFFENSES

Section 750. Definitions.

Section 751. Applicability.

Section 752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited. Section 753. Factors to be considered concerning a previous criminal conviction; presumption.

Section 754. Written statement upon denial of license or employment.

Section 755. Enforcement.

§ 750. Definitions. For the purposes of this article, the following terms shall have the following meanings:

(1) "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission.

(2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons.

(3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question.

"License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.

(4) "Employment" means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however,

that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.

§ 751. Applicability. The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

§ 752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited. No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individual's having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of "good moral character" when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:

(1) there is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or

(2) the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

§ 753. Factors to be considered concerning a previous criminal conviction; presumption.

1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:

- (a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.
- (b) The specific duties and responsibilities necessarily related to the license or employment sought or held by the person.
- (c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.
- (d) The time which has elapsed since the occurrence of the criminal offense or offenses.
- (e) The age of the person at the time of occurrence of the criminal offense or offenses.
- (f) The seriousness of the offense or offenses.
- (g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.
- (h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.

2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

§ 754. Written statement upon denial of license or employment. At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

§ 755. Enforcement.

- 1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules.
- 2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.

## **NOTICE TO VERMONT RESIDENTS**

If you are seeking a Florida appointment and you have never applied and qualified for a license as an agent in Florida, the Company intends to obtain certain information about you which constitutes a credit report under the law. The specific basis justifying such a report is that it is required by section 626.521 of the Florida Statutes, and the delegated agent relationship for which you have applied involves access to customer personal and financial information other than information customarily provided in a retail transaction.

## NOTICE TO WASHINGTON RESIDENTS

You have the right, upon written request made within a reasonable period of time after your receipt of this disclosure, to receive from us a complete and accurate disclosure of the nature and scope of the investigation we requested. You also have the right to request from GIS a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

If you are seeking a Florida appointment and you have never applied and qualified for a license as an agent in Florida, the Company intends to obtain certain information about you which constitutes a credit report under the law. The specific basis justifying such a report is that it is required by section 626.521 of the Florida Statutes, and the delegated agent relationship for which you have applied involves: (1) access to customer personal and financial information not customarily provided in a retail transaction; and (2) access to the Company's proprietary and confidential business information.

I acknowledge receipt of this disclosure and authorize Humana to obtain a consumer report and/or investigative consumer report on me for any permissible purposes.

Signature:

Date:

Printed Signature:

Social Security Number:

# Humana®





## DELEGATED

### **GROUP PRODUCING AGENT OR AGENCY CONTRACT MEDICARE AMENDMENT AND GPA MEDICARE ADVANTAGE PLANS AND PRESCRIPTION DRUG PLANS SALES AND MARKETING AGREEMENT**

Your Group Producing Agent or Agency Contract (Contract) is hereby amended pursuant to section 5.H.2. of the Contract and effective immediately supersedes any previously executed Amendments regarding Medicare Advantage Plans and/or Prescription Drug Plan(s). This Amendment permits you as the Group Producing Agent (GPA) to sell the Company's Medicare Advantage (MA) plans and/or Prescription Drug Plan(s) (PDP) where you comply with the requirements of the Amendment.

**A. Section 2.I. is added to the Contract:**

GPA may sell only the MA and/or PDP plans for which they have successfully completed the Company required training and passed the Company required certification prior to selling the Company MA and/or PDP plan. The GPA must be recertified for each MA or PDP plan on an annual basis thereafter to continue to be authorized to sell a respective MA or PDP plan. Failure to recertify on an annual basis will result in the termination of this Group Producing Agent or Agency Contract Medicare Amendment.

The GPA is responsible for complying with all policies and procedures regarding enrollment and marketing as established by the Company and the Centers for Medicare and Medicaid Services (CMS) and the policies and procedures may be modified or supplemented from time to time. GPA may not conduct any type of health screening of any prospective enrollee, except as permitted by CMS.

A GPA may participate in both the Medicare Advantage Agent Referral Program and the GPA Medicare Advantage Plans and Prescription Drug Plans Sales Program; however, the GPA will not be paid both a referral fee and a Sales Commission for both the referral and enrollment on the same individual. In such cases, only the Sales commission and any applicable renewals and/or overrides will be paid.

**B. Section 3.C. of the Contract is replaced in its entirety with the following:**

For MA and PDP plans, the GPA is responsible for complying with all federal and state requirements and laws related to the marketing and sale of health insurance products, including CMS regulations, in addition to any requirements established by the Company.

The GPA is not authorized to engage in certain sales activities, including door-to-door solicitation, telemarketing or advertising using unapproved scripts or advertisements. The GPA is authorized to conduct enrollment with prospective Medicare applicants using only Company approved materials. The GPA shall have no authority to make, alter, or discharge the provisions of any policy, or bind the Company in any manner regarding a MA or PDP policy.



The GPA is authorized by the Company to:

1. Provide Medicare Advantage plan and/or Prescription Drug Plan information, conduct enrollment and collect any policy premium or payment, as applicable;
2. Circulate advertising material concerning available MA or PDP policies, as permitted by the Company. Any advertising used by GPA must be either (a) provided by the Company or (b) approved by the Company prior to its use. Advertising for Medicare Advantage or Prescription Drug Plan policies may not be altered in any way except as approved in advance in writing by the Company

**C. Section 4.A. of the Contract is replaced in its entirety with the following:**

As full compensation for services performed hereunder, the Company will pay to the GPA commissions as set forth in the applicable GPA Medicare Advantage Plans and Prescription Drug Plans Commission Schedule, the producer Partnership Plan or other applicable written documents provided to the GPA by the Company, which are made a part of this Contract. The Company will pay a commission for CMS approved MA or PDP sales according to the terms and rules of the GPA Medicare Advantage Plans and Prescription Drug Plans Sales Program. The GPA's eligibility for Medicare Advantage Plans and Prescription Drug Plans sales commission shall terminate immediately on the date of a violation of 3.C. of the Contract or any material violation of the terms or rules of the GPA Medicare Advantage Plans and Prescription Drug Plans Program Sales Program.

**Commission:**

Commission Schedule(s) which are made part of the Group Producing Agent or Agency Contract Medicare Amendment where the respective Commission Schedule is offered to the GPA by the Company and where the GPA and the Company have agreed to the respective Commission Schedule.

The provisions below apply to the GPA Medicare Advantage Referral Program Commission Schedule(s) and the GPA Medicare Advantage and/or Prescription Drug Plans Commissions Schedule(s) in which the GPA is participating.

**Payment of Compensation**

Commissions will be paid on an as submitted basis, according to the current payroll system schedule as determined by the Company.

A GPA may participate in both the Medicare Advantage Agent Referral Program and the GPA Medicare Advantage or Prescription Drug Plans Sales Program, however, the GPA will not be paid both a referral fee and a sales commission for both the referral and enrollment on the same individual. In such cases, only the sales commission and any applicable sales renewals and/or overrides will be paid. The referral will not be paid.

Charge-backs of previously paid commissions will result for members who enrolled through the GPA Medicare Advantage or Prescription Drug Plans Sales Program who disenroll within eleven months of their effective date. Members who disenroll within the first three effective months will result in a full charge-back. Disenrollments in effective months four through eleven will result in a pro-rated charge-back. Charge-backs will be for the amount of commissions paid and will be charged against future compensation and any other monetary compensation or commissions that would otherwise be payable to the GPA.

GPA will not be eligible for a new sales commission for enrolling a member from an existing Company MA plan to a different Company MA plan. However, the GPA may be eligible to receive or continue to receive renewal commissions for enrolling an existing member in a different Company MA plan under the terms and conditions of any MA renewal agreement between GPA and the Company.

The GPA agrees that unless the GPA disputes a commission amount for a respective sale, policy or enrollment or the failure by the Company to pay a commission for a respective sale, policy or enrollment in writing within eighteen (18) months from the date the commission is earned, the GPA agrees that the commission determination or commission payment amount made by the Company for the respective sale, policy or enrollment is correct and that no claim,

demand, legal action or litigation against the Company may be brought by GPA regarding a respective sale, policy or enrollment unless made within twelve (12) months from the date the GPA disputes the commission. For purposes of this Section the phrase “from the date the commission is earned” means the date upon which (i) the commission is initially earned, (ii) the commission is recalculated as a result of changes in the risk affecting the premium charged, policy termination and/or policy cancellation and (iii) the commission is recalculated by agreement of the parties hereto.

**D. Section 4.B.7.D. of the Contract is replaced in its entirety with the following:**

Commissions shall be payable if the GPA is designated as the “Agent of Record” by the insured individual, insured group or by the policyholder when premium or payments are received by the Company, and the GPA is servicing the business in a manner satisfactory to the Company. Commissions applicable to Medicare Advantage policies or Prescription Drug Plans are payable as set forth in the applicable GPA Medicare Advantage Plans and Prescription Drug Plans Commission Schedule.

**E. Section 5.A. of the Contract is replaced in its entirety with the following:**

Conduct of GPA. The GPA shall be free to exercise personal judgement as to the time and manner of performing services authorized under the Contract, but shall be guided by such rules as may be adopted by the Company concerning general business conduct. In all cases and for all products including Medicare Advantage plans and Prescription Drug Plans, the GPA is responsible for complying with all State or Federal laws or requirements. It is the responsibility of the GPA to maintain a current understanding of any and all applicable laws. Additionally, GPA must comply with all policies and procedures of the Company.

**F. Section 6.D. is added to the Contract**

1. The Group Producing Agent or Agency Contract Medicare Amendment may be terminated without cause by either party upon at least thirty (30) days prior written notice to the other party to that effect. Such termination shall be effective thirty (30) days after the mailing of written notice thereof, or on the date specified in such notice if later.
2. The Group Producing Agent or Agency Contract Medicare Amendment may be terminated by the Company without notice for “cause”, which shall include, but is not limited to, the following:
  - a. Commission of a fraudulent, illegal or dishonest act, or material breach of this Amendment by the GPA;
  - b. Violation of any provision hereunder regarding making available book, accounts, and records of the GPA for audit and review; or
  - c. Violation of the laws, regulations, or rules of any jurisdiction by the GPA in which the GPA operates, or any governmental authority exercising jurisdiction over the GPA.

Termination for “cause” may, at the option of the Company, result in the forfeiture of all commission which may be due under this Contract or Amendment as of the termination date or become due thereafter.

3. On the effective date of a voluntary termination of the Group Producing Agent or Agency Contract and the Group Producing Agent or Agency Contract Medicare Amendment by the GPA:
  - a. The GPA shall be terminated as the agent of record for any MA or PDP policies the GPA has with the Company; and
  - b. The GPA will no longer earn or receive MA or PDP commission or compensation from the Company including, but not limited to, the Group Producing Agent or Agency Contract Medicare Amendment.

**G. Section 7 is added to the Contract**

**Additional Terms**

For purposes of, and applicable only to, The Group Producing Agent or Agency Contract Medicare Amendment, the following provisions apply.

- a. Notwithstanding any relationship between the Company and the GPA established pursuant to this Agreement, the Company shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its Medicare Advantage contract ("MA contract") with Centers for Medicare and Medicaid Services ("CMS").
- b. All services or other activities performed by the GPA, as stated in the Agreement shall be consistent and comply with applicable Company contractual obligations under its MA contract.
- c. The GPA agrees to comply with all applicable Medicare laws, regulations, and CMS instructions.
- d. The GPA shall grant Health and Human Services ("HHS"), the Comptroller General, or the designees, the right to audit, evaluate and inspect any books, contracts, records including medical records, and documentation of the GPA involving transactions related to the Agreement. This right to inspect, evaluate and audit any pertinent information for any particular contract period shall exist through 10 years from the date the agreement is terminated.
- e. The GPA agrees to produce to the Company, upon request by CMS or its designee, any books, contracts, records including any medical records and documentation of the Company, relating to the Agreements.
- f. The GPA agrees to make available any books, contracts, records and documentation that pertain to any applicable aspect of services performed, reconciliation of benefit liabilities, and determination of amounts payable under the Company's Group Producing Agent or Agency Contract Medicare Amendment, or as the HSS Secretary may deem necessary to enforce the GPA contract.
- g. The GPA agrees to: (i) abide by all applicable federal and state laws regarding confidentiality, privacy and disclosure of medical records or other health and enrollment information, (ii) ensure that, where applicable, medical information is released only in accordance with applicable state or federal law, pursuant to court orders or subpoenas, (iii) where applicable, maintain all Medicare member records and information in an accurate and timely manner, and (iv) where applicable, allow timely access by Medicare members to the records and information that pertain to them
- h. The GPA is prohibited from holding MA members liable for payment of any fees that are the obligation of the Company
- i. The GPA and the Company agree that the Company's activities or responsibilities under the Group Producing Agent or Agency Contract Medicare Amendment that are delegated to the GPA are contained in written arrangements in accordance with the following requirements:
  - 1) The parties have entered into written arrangements that specify the delegated activities and reporting responsibilities;
  - 2) The Company has the right to revoke the delegation activities and reporting requirements or specify other remedies in instances where CMS or the Company determine that the GPA has not performed satisfactorily according to CMS guidelines;
  - 3) The parties have entered into written arrangements that specify that GPA's performance is monitored by the Company on an ongoing basis;
  - 4) If applicable, the parties have entered into written arrangements that specify either –
    - a. The credentials of medical professionals affiliated with the GPA, if any, will be either reviewed by the Company; or
    - b. The credentialing process will be reviewed and approved by the Company and the Company will audit the credentialing process on an ongoing bases
- j. The GPA and the Company agree that if, or to the extent that, the GPA delegates any of its responsibilities under the Group Producing Agent or Agency Contract Medicare Amendment regarding selection of downstream, first tier, or related entities, the Company shall retain the right to approve, suspend, or terminate any such arrangement as it relates to the GPA's performance under the Group Producing Agent or Agency Contract Medicare Amendment

**---END OF THE GPA CONTRACT MEDICARE AMENDMENT---**

## **MEDICARE ADVANTAGE PLANS AND PRESCRIPTION DRUG PLANS SALES AND MARKETING AGREEMENT**

### **A. Medicare Advantage (MA) Plans and Prescription Drug Plans (PDP)**

The GPA may sell only the MA plans and PDP plans for which they have successfully completed the Company required training and passed the Company required certification prior to selling the Company MA plan(s) and PDP plan(s). The GPA must be recertified for each MA plan and PDP plan on an annual basis thereafter to continue to be authorized to sell a respective MA plan and/or PDP plan. A GPA may not sell an MA or PDP plan at any time during which the Company certification is expired.

### **B. Sales and Marketing**

Sale of the Company's Medicare Advantage (MA) plans and Prescription Drug Plan(s) (PDP) requires that the GPA comply with all Centers for Medicare and Medicaid Services (CMS) regulations, the Company's Group Producing Agent or Agency Contract Medicare Amendment, GPA Medicare Advantage Plans and Prescription Drug Plans Commissions Schedule and Sales and Marketing Agreement, the Company's policies and procedures and the provisions of the Group Producing Agent or Agency Contract, including any amendments.

### **C. Discrimination Based on Health Status**

It is a violation of Centers for Medicare and Medicaid Services (CMS) requirements and regulations and is strictly prohibited to discriminate against any Medicare eligible prospect for enrollment in a MA or PDP plan based upon an applicant's health status, except as permitted by CMS. GPAs are prohibited from asking for or attempting to obtain any personal medical information regarding an applicant when specifically discussing a carrier's MA plan(s) or PDP plan(s). Any personal medical information that may be obtained on an applicant as a result of discussion or an application for any other insurance product can in no way be used to discourage the applicant's enrollment in a carrier's MA plan or a PDP plan.

### **D. Gifts or Payments to Induce Enrollment**

GPAs may neither give nor offer a gift or payment of any kind to a prospective MA or PDP member as an inducement to enroll in an MA plan or PDP plan. An offer of a rebate in any form is strictly prohibited. Additionally, door prizes, etc., to be given away at professional seminars, and the like, which are intended to promote the MA or PDP products, must be of nominal value, and cannot be readily converted to cash. CMS defines nominal value as \$15 retail or less. Names drawn for a raffle prize must be randomly drawn and winners are not dependent upon enrollment or agreement to a presentation of the plan.

### **E. Use of Marketing Literature/Member Communications**

GPAs are required to comply with all CMS requirements and regulations regarding the marketing and sales of an MA or PDP product. CMS requires that all marketing materials or communications to prospective and current members must be filed and approved by CMS prior to their use. CMS' specific guidelines can be found on the following website:

[http://www.cms.gov/manuals/116\\_mmc/mc86c03.asp](http://www.cms.gov/manuals/116_mmc/mc86c03.asp)

GPA is required to monitor and comply with the CMS requirements outlined on this website or any other website that CMS may in the future identify applicable requirements.

A copy of *CMS Medicare Managed Care Manual, Chapter 3 - Marketing* as of the date of the GPA's training, will be included in the sales training materials, however, the GPA is responsible for maintaining current information on CMS requirements and ongoing compliance.

All marketing, advertising or member communication literature, regarding the Company MA or PDP must be approved by the Company and, as appropriate, CMS and the applicable State DOI in advance of product use by any

GPA. Marketing literature and member communication includes, but is not limited to, any material prepared for written, audio or electronic media use (TV, radio, newspaper, magazine, Internet, etc.) as well as any advertisements, brochures, letters, mailers, handouts, posters, telemarketing scripts, sales kit material, door knob hangers, fliers, referral questionnaires, yellow page advertisement, flip-charts, greeting cards, etc., to be used for either prospect gathering, enrollment purposes, or member communication.

The GPA may use approved materials to market to their book of business, however, any marketing outside of their current book of business along with the materials to be used for that marketing **must be approved** first by the Delegated Sales Director and Market Sales Director. Any marketing material using the Company name for purposes of recruiting agents, **must be approved** first by the Delegated Sales Director. In addition, all persons, e.g., office staff, etc including GPA not directly involved in the sale of products, must abide by this requirement.

**F. Agent Solicitation Telemarketing and Do Not Call Laws**

GPA's, in their role as contracted agents of the Company, are required by CMS to utilize only CMS approved materials when describing MA plan(s) benefits and/or PDP plan(s) benefits to Medicare beneficiaries.

Communications include, but are not limited to, advertisements, mailers, flyers, letters, emails, and telemarketing scripts. GPA's who engage in CMS approved telemarketing of prospective MA and/or PDP customers must therefore use only CMS approved scripts, provided by the Company and approved by the Market Sales Director. CMS strictly prohibits obtaining prospects names for enrollments in a Company MA and/or PDP plan by door-to-door solicitation.

In addition, GPA's are required to comply with all State and Federal laws regarding telemarketing and telemarketing practices applicable in the state they conduct business and are solely responsible for complying with said laws. GPA's are solely responsible for understanding and complying with any State or Federal "Do Not Call" laws in the respective states where they conduct business.

The GPA will be solely responsible for any violations of the "Do Not Call" laws and will hold the Company harmless.

**G. Sales Presentation and Statement of Understanding**

GPA's are provided a copy of the CMS approved Sales Presentation Book and are required to use it whenever presenting the Company MA or PDP plan(s). The use of the standardized Sales Presentation Book ensures that all prospects consistently receive the same information from which they can make well-informed decisions regarding enrollment in a Company MA and/or PDP plan. The Sales Presentation Book contents guarantee full disclosure of all key features of the plan to prospective enrollees.

The Statement of Understanding, as it appears on the enrollment application, is a key component of the enrollment process and must be presented in a comprehensive manner. GPA agrees to do so each time they enroll a prospective member in a Company MA or PDP plan.

If it is determined that a GPA engaged in or asked another individual or entity on his/her behalf to engage in improper telemarketing, cold-calling, door-to-door solicitation, or other actions not permitted under the GPA Medicare Advantage Plans and Prescription Drug Plan Commission Schedule and Sales and Marketing Agreement, the Group Producing Agent or Agency Contract including the Group Producing Agent or Agency Contract Medicare Amendment, the Company, at its sole discretion, may terminate the GPA's Medicare Advantage and/or Prescription Drug Plan eligibility under the Group Producing Agent or Agency Contract or terminate the Group Producing Agent/Agency Contract in its entirety.

**H. Modifications or Termination**

All monetary compensation, including commissions, renewal commissions and overrides, may be modified, increased, reduced, or discontinued by written notice from the Company and shall take effect at the time specified in the notice, but in no event prior to 30 days from the date such notice is mailed to the GPA's last known address as reflected in the Company's records. Provided, however, that any such change in the compensation payable shall not be retroactive, but apply only to policies issued by the Company on or after the effective date specified in the written notice.

### Appointments for Specific Products

I am requesting to be appointed to represent specific products by resident and non-resident state as indicated by the “X”. I understand that I must hold a valid health and/or life insurance license in the states requested to be appointed in those states *(include copy of licenses with submission)*.

**Resident State Requested:** \_\_\_\_\_ **Non-Resident State(s) Requested:** \_\_\_\_\_

<i>(must be certified to sell)</i> <b>Medicare Plans</b>	<b>Med. Supp.</b>	<b>HumanaOne Health</b>	<b>Dental Plans</b>	<b>Vision Plans</b>	<i>(includes Jr. Estate, Memorial Fund, Critical Illness, Cancer, Hospital Indemnity, Life)</i> <b>Humana Financial Protection Plans*</b>
<b>X</b>					

\* Products not available in all states

### Acknowledgement

I have read, understand, and agree to the terms and provisions of this Group Producing Agent or Agency Contract Medicare Amendment and GPA Medicare Advantage Plans and Prescription Drug Plans Sales and Marketing Agreement as specified herein or as such terms may be amended from time to time.

I have read, understand, and agree to the Group Producing Agent or Agency Contract Medicare Amendment and GPA Medicare Advantage Plans and Prescription Drug Plans Sales and Marketing Agreement. I understand that violation of any part of the provisions of either document may be cause for termination of the GPA Medicare Advantage Plans and Prescription Drug Plans Sales and Marketing Agreement to sell the Company's MA plan(s) or PDP plan(s) and/or the Group Producing Agent or Agency Contract (GPA) including the Group Producing Agent or Agency Contract Medicare Amendment.

\_\_\_\_\_  
GPA Name

\_\_\_\_\_  
Humana MarketPOINT Vice President (PRINT)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City State Zip-code

\_\_\_\_\_  
Humana MarketPOINT Vice President Signature/Date

\_\_\_\_\_  
SSN / TIN

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
GPA – Signature / Date  
Sales Office Name / State





## AGENT TO MGA ASSIGNMENT

**MGA NAME: PREMIER SENIOR MARKETING, INC.**

**MGA NUMBER: #733**

I understand that by signing the attached form I am agreeing to be aligned under the downstream agent hierarchy of the above mentioned MGA. The MGA will assist me with specific services when representing Humana products which would include:

### **MGA Oversight of Agent Activity:**

As a contracted partner, Managing General Agencies (MGAs) are responsible for compliance oversight of all downstream agents in their hierarchy. MGAs must assist the agent and ensure the following:

- **Sales and Marketing Agreement** – ensure all policies and procedures are followed by all agents as outlined in the Humana Marketing Agreement which is outline in the contract amendment and Producer Partnership Plan. This includes using the full Humana presentation at each appointment and using only approved recruiting, marketing and advertising materials.
- **Agent Evaluations** – management should periodically schedule evaluations with agents during appointments and sales presentations to ensure adherence to Humana policies and CMS compliance regulations. Humana may at their discretion asked to see evaluations for agents in your hierarchy.

### **MGA Administrative Services**

As a contracted partner, MGAs are responsible for assisting all downstream agents in their hierarchy with administrative services on behalf of Humana. These services may include agent recruiting, training, compliance enforcement and marketing. The minimum services provided are outlined below but the MGA may opt to provide additional services. Audits may be conducted by Humana to ensure to ensure services are being performed.

- Coordinate contracting, licensing, appointing efforts between agents and Humana
- Ensure all agents are properly licensed, appointed, and certified to sell MA and/or PDP products throughout the year
- Assist in coordination of certification classes
- Assist in agents to navigate through Humana's agent portal
- Reinforce policy updates, compliance alerts, and other communications with agents
- Assist in the maintenance of accurate agent contact information (addresses, e-mail, phone)
- Assist to ensure only approved co-branded marketing and sales materials are used by agents

I understand that if I would like to discontinue my relationship with the above MGA at any time, I will need to follow the Agent Release Policy as outlined in the Producer Partnership Plan.

Premier Senior Marketing Inc

MGA Name

Agent Name

MGA SAN

Agent SAN

MGA Signature/Date

x

Agent Signature/Date





### Authorization for Automatic Deposit

This form will update account information associated to commissions processed by AHCP.  
To update direct deposit information for commissions processed by an insurance carrier you must complete the carriers direct deposit authorization form. Forms are located in the AHCP Forms Library.

Agent or Agency Name	
Social Security Number or Tax ID Number	
Phone Number	Email Address
Please indicate transaction type: <input type="checkbox"/> Set-Up <input type="checkbox"/> Change <input type="checkbox"/> Cancel	
Please indicate type of account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
Name of Financial Institution:	
Bank—City, State, Phone Number:	
Routing Number:	
Account Number:	

I hereby authorize AHCP to initiate direct deposit of commissions and, if necessary, make corrections for any entries made to my account in error.

Agent Signature \_\_\_\_\_ Date \_\_\_\_\_

PLEASE INCLUDE A COPY OF A VOIDED CHECK

Fax this form to AHCP— 888.781.0586  
Scanned versions of this form can be emailed to [contracting@AHCPsales.com](mailto:contracting@AHCPsales.com)

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>										
				-				-		
<b>or</b>										
<b>Employer identification number</b>										
				-						

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



## PRODUCER AGREEMENT

This MARKETING AGREEMENT (“Agreement”) is entered into by and between America’s Health Care/RX Plan AGENCY, Inc., a Delaware Corporation (“AHCP”) and \_\_\_\_\_, as Agent (“Agent”). The Agreement shall become effective upon Agent’s licensure and appointment.

**1. Appointment.** AHCP appoints Agent to act as marketer soliciting sales of products offered by and through AHCP and its authorized Carriers. “Carrier” means any insurance company or membership association with whom AHCP has entered into a master marketing agreement.

**2. Relationship and Authority.** The relationship of Agent to AHCP and scope of authority are set forth in the [Agent Guidelines](#). Agent and Sub-Agents must be properly licensed and approved and appointed by AHCP. “Sub-Agent” means a person or entity that has executed a Producer Agreement with AHCP. Sub-Agents may be solicited by Agent or assigned to Agent by AHCP. Once the Sub-Agent’s paperwork has been submitted and approved by AHCP, the Sub-Agent will be enrolled with all AHCP Carriers under the Agent. A Sub-Agent may not sell products from different AHCP Carriers under different Agents. Agent agrees to comply with the liability insurance requirements set forth in the [Agent Guidelines](#). Agent shall be solely responsible for paying all expenses incurred by Agent in performance of this Agreement, including all license fees, appointment fees, bond fees, and fees and taxes required by any federal, state, or local government. A Sub-Agent may submit a written request to AHCP to be transferred to another Agent if (1) the Sub-Agent has not sold business for at least six-months, and (2) has no outstanding balance with AHCP. If the Agent has sold business, they must obtain a written release from their current Agent. If the Sub-Agent has an outstanding debit balance, the new Agent must agree to assume liability for the balance before the transfer will be approved.

**3. Commissions.** Subject to all terms of the Agreement, AHCP or its delegate will compensate Agent with the commissions as determined by each Carrier. AHCP does not impose a vesting schedule on Agent. Agent is immediately vested per each Carrier’s requirements. AHCP will use reasonable efforts to provide vesting information from Carriers to Agent. Confirmation of 1st year and renewal percentage shall be made available to Agent upon written request to AHCP. Commissions may be modified by AHCP within ten (10) days notice to Agent as set forth in [Agent Guidelines](#). Commissions paid to Agent will be net of any commissions paid to the Sub-Agent. AHCP reserves the right to approve all commission percentage to Sub-Agents, which approval shall not be unreasonably withheld. No commission shall be deemed earned until the policy or membership agreement is issued, delivered, and accepted by the applicant. Commissions will not be paid until AHCP collects or received payment of its commission.

**4. Advance Commissions/Debit Balances.** AHCP or Carriers on AHCP’s behalf may, at its discretion, make advances to Agent in anticipation of future commissions subject to the rules set forth in [Agent Guidelines](#). Such advances will create debit balances, which both parties expressly agree are loans from AHCP. In consideration for the advance commissions, Agent agrees to repay to AHCP or their assigns, the debit balances and interest. AHCP reserves the right to charge interest on all debit balances. Agent is financially responsible to AHCP and their assigns, for any and all debit balances due by Agent, any Sub-Agent, or any Sub-Agent from with Agent receives an override. Agent and Sub-Agents shall assume the full and complete advance balance and debit balance of any Sub-Agent. In the event of a transfer of an Agent from one manager to another, debit balance will transfer to the new manager who agrees to assume financial responsibility for repayment. Coincident with that transfer, all rights to any future earned commissions attributable to the account, and tax benefits, will also be transferred to Agent. Agent shall submit to financial audits and will confirm debit balances upon written request from AHCP. **Agent expressly agrees to be bound by all rules and conditions set forth in [Agent Guidelines](#).**

**5. Carrier Requirements.** Agent will comply with all Carrier requirements, including providing information or executing forms. Failure to comply may result in forfeiture of commissions and appointment by Carrier.

6. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice. AHCP may terminate immediately “for cause” (as defined in [Agent Guidelines](#)) with written notice to Agent. If this Agreement is terminated for cause, then all of Agent’s right to any compensation shall be immediately terminated. Upon termination of this Agreement, AHCP may reassign, solicit, appoint or otherwise work with the Sub-Agents of Agent.

7. Exclusivity. During the term of the Agreement, AHCP should be the primary supplier of all products to be promoted and sold by Agent and Sub-Agents. Agent may be licensed with other insurance companies to sell other product lines. However, Agent may not recruit AHCP Agents to sell product lines of other insurance companies.

8. Premiums. Agent shall immediately remit all premiums collected or received by Agent and its Sub-Agents in accordance with the guidelines of AHCP. Initial premium may be presented with the application to be accepted by AHCP or Carrier.

9. Rolling Business. AHCP acknowledges that Agent must act in the client’s best interest when recommending changes of carriers. However, Agents agrees that the moving of a block of business to another carrier, for the sole purpose of generating or increasing commissions, is not permitted by AHCP.

10. Records. Agent shall keep records and provide reports as set forth in [Agent Guidelines](#). AHCP or Carrier will furnish Agent with a monthly statement of Agent’s account and will pay any amounts due, subject to other provisions of the Agreement. Agent must report any discrepancies and return payment without 30 days or payment will be deemed accepted.

11. Printed Material. AHCP will furnish all printed matter necessary for doing business under the Agreement. Agent and Sub-Agents will not use any materials referring to AHCP or Carriers without first securing written approval. All printed materials furnished are property of AHCP and shall be promptly returned upon request or when Agreement terminates.

12. Refunds and Rejections. Subject to state law, Carrier reserves the right to reject any applications for insurance without specifying cause, and to cancel, refuse to renew, or modify and policy. In such cases, all premiums will be refunded.

13. Discontinuance of Policy Forms. Without incurring any liability, AHCP or Carrier may discontinue, replace, or withdraw any policy. AHCP or Carrier may also determine commissions and renewal commissions on any policy not scheduled herein.

14. Proprietary Information. Agent agrees to fully comply with all requirements set forth in [Agent Guidelines](#).

15. Indemnity. Agent agrees to indemnify AHCP, Carrier, affiliates, shareholders, directors, officers, and employees and to hold them harmless from all expenses, liabilities, cost, causes of action, loss, damage, and expense, including attorney’s fees and costs of litigation, resulting from any breach of the Agreement or unauthorized, negligent or wrongful act, omission, statement, or presentation by Agent, Agent’s employees and Sub-Agents.

16. Assignment. AHCP may assign its rights to a third party. Agent may not, without the express prior written consent of AHCP, assign any of its rights, responsibilities or commissions. AHCP will have a superior, continuing security interest in all commissions prior to the right of any permitted assignee. Any assignment so authorized shall be subject to any and all indebtedness of Agent to AHCP then existing or thereafter accruing.

17. Security Interest. To secure the payment of any indebtedness and performance of Agent of all terms of the Agreement, Agent agrees to assign commissions to AHCP pursuant to the terms set forth in Addendum A.

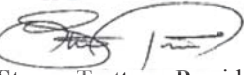
18. Applicable Law. The Agreement shall be governed by the laws of Texas with exclusive venue in Tarrant County, Texas.

19. Partial Invalidity. If any provision of this Agreement is declared invalid for any reason, the invalidity of that provision shall not affect the validity of any other provision of this Agreement.

20. Entire Agreement. This Agreement, including Addendum A in the [Agent Guidelines](#), constitutes the entire agreement and supersedes and replaces any and all prior written or oral agreement between these parties. This Agreement may not be modified without written consent of both parties and shall be binding upon the successors and heirs of the parties hereto.

Executed as the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

By: \_\_\_\_\_  
Agent's Signature                      Print Name

By:   
Steven Trattner, President  
America's Health Care/Rx Plan Agency, Inc.

ADDENDUM A  
ASSIGNMENT OF COMMISSIONS AGREEMENT

AHCP agrees to provide Agents with the following benefits and services:

- Lead Marketing Credits for each issued policy where applicable (varies by carrier/product)
- Training program, web conference, and training materials
- Marketing Materials for proprietary products
- Advances funded by AHCP (varies by carrier/product)
- Toll free agent service line
- Weekly newsletter that includes all Carrier updates in one place in addition to important announcements and weekly agent rankings.

In exchange for access to AHCP programs and services, Agent agrees to the assignment to AHCP of all commissions earned, subject to the following terms and conditions:

1. All earned commissions assigned to and received by AHCP are received on the Agent's behalf and will promptly be paid out in its entirety to the Agent pursuant to the commissions structure and advance commission agreement between AHCP and the Agent. All commission payments will be made by AHCP or its delegate.
2. Agent may, upon written notice to AHCP, opt out of receiving any advance commissions. AHCP will pay out to Agent all earned commissions.
3. AHCP reserves the right to modify commission or advance commission agreements by providing 10 days advance written notice to Agent.
4. Agent expressly acknowledges that advance commission from AHCP may result in debit balances being owed by Agent to AHCP. Agent understands that these debit balances are loans which are tied to Agent and must be repaid to AHCP. If AHCP determines that monthly commissions will not satisfy the debit balance within 10 months, AHCP may, upon written notice to Agent, use Agent's commissions from any AHCP Carrier to reduce any debit balances.
5. AHCP may not assign commissions to any unaffiliated party without Agent's express written consent.
6. This assignment only applies to commissions for AHCP business while this agreement is in effect. Subject to use of commission to repay debit balances owed, AHCP shall retain no interest in or control of business sold by Agent. AHCP expressly acknowledges that this agreement in no way changes or affects the Agent's status as "Agent of Record" for any business for which commissions have been assigned to AHCP.
7. This assignment may be revoked by Agent upon 30 days written notice to AHCP and the Carrier. Once revoked, Agent will be entitled to receive commissions from Carriers so long as all debit balances with AHCP have been paid.
8. AHCP does not impose a vesting schedule on Agent. Agent is immediately vested per Carrier's requirements. AHCP will use reasonable efforts to provide vesting information from Carriers to Agent.

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Date