



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: _____

UPLINE & COMMISSION

Direct Up-line/ Manager: _____ DP: _____

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

How did you hear about AHCP?

☐ Online ☐ Job Posting ☐ Drip Marketing ☐ Referral _____
(Name of Referral)

Advance Options: ☐ 3Month ☐ 6Month ☐ 9Month ☐ Earned

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

APPOINTMENT INSTRUCTIONS

Appointment Checklist for: **Medico**

- ☐ Page 1 AHCP Appointment Coversheet (this page)
- ☐ Page 2-3 Confidential Information Questionnaire
- ☐ Page 4-7 Business Associate Agreement
- ☐ Page 8 Agent Credit Card Authorization
- ☐ Page 9 State Appointment Fee List
- ☐ Page 10 Direct Deposit Authorization (Commissions paid by AHCP)
- ☐ Page 11 W9
- ☐ Page 12-15 AHCP Producer Agreement

Additional Requirements

- ☐ Copy of Licenses
- ☐ Copy of Voided Check
- ☐ Copy of E&O Insurance Certificate
- ☐ Supporting documentation for any "Yes" answers to background questions

RETURN INSTRUCTIONS

Scan Email Option: Send to contracting@ahcpsales.com

Fax Option: 888-781-0586

Mailing Address: 1100 NW Compton Dr. 2nd Floor Beaverton, OR 97006

Rev.071414



Medico Insurance Company
Medico Corp Life Insurance Company
Corporate Offices – Omaha, NE
www.GoMedico.com

Medico Insurance Company
Administrative Services – PO Box 10386
Des Moines, IA 50306

Medico Corp Life Insurance Company
Administrative Services – PO Box 10482
Des Moines, IA 50306

Toll-Free 1-800-547-2401, Option 3

Fax 515-247-2435

CONFIDENTIAL INFORMATION QUESTIONNAIRE

PERSONAL INFORMATION:

Name _____ Social Security No. _____ - _____ - _____
First M.I. Last Suffix
Date of Birth _____ Sex _____ Maiden or Other Name Used _____ Spouse's Name _____
Home Address _____
Street Apt. No. City State Zip Code
Mailing Address _____
Street Apt. No. City State Zip Code
Business Phone No. () - _____ Home Phone No. () - _____
E-Mail Address _____

LICENSE INFORMATION:

Are you now licensed? ☐ YES ☐ NO

If yes, please indicate below any license(s) you currently hold:

RESIDENT STATE	LICENSE OR QUALIFICATION NO.	TYPE OF LICENSE/LINES
NONRESIDENT STATE(S)	LICENSE OR QUALIFICATION NO.	TYPE OF LICENSE/LINES

Has any state ever taken administrative action against your license? ____ If so, name state and provide details: _____

Have you ever been convicted of a felony? ____ Details: _____

Have you ever been short in accounts with any employer or currently have a debit balance with any insurance company?
____ If so, please explain: _____

Have you ever been refused bond? ____ If so, please provide details: _____

WORK HISTORY:

(Please begin with most current employer.)

EMPLOYER/ADDRESS	SUPERVISOR NAME	PHONE NO.	DATES	CONTACT
			FROM TO	Ok to contact? _____
			FROM TO	Ok to contact? _____
			FROM TO	Ok to contact? _____

REQUEST FOR AGENT'S LICENSE AND ACKNOWLEDGMENT OF CONDITIONS

You are hereby respectfully requested to make application to the Department of Insurance of the State of _____ for the issuance of a life and/or health insurance agent's license authorizing me to solicit applications on behalf of your Company.

I hereby agree that your consent to the issuance of such license is subject to, and I hereby agree to be bound by, each and all of the following conditions:


1. That I shall be a solicitor assigned to the jurisdiction of Distributor _____; and
2. That the Company has no obligation to me for commissions, expense allowances or any form of compensation whatsoever in connection with the services performed and expenses incurred by me in the solicitation of applications for insurance issued by the Company, it being expressly understood that I am under direct contract with my Distributor who has personally agreed to compensate me for such services; and
3. That I have no contractual relationship with the Company and that I am not, and I will refrain from holding myself out as, an employee, partner, joint venture or associate of the Company; and
4. That I will comply with the rules, regulations and rate books of the Company, all state laws and the regulations of the Department of Insurance in the territories in which I operate relating to my activities in the solicitation of insurance; and
5. That I will not alter, modify, waive or change any of the terms, rates or conditions of any advertisements, receipts, policies or contracts of the Company in any respect; and
6. That I will promptly remit to my Distributor or the Company any and all monies or securities received by me, on behalf of the Company, as full or partial payment of first or renewal premiums or any other item whatsoever; and
7. That I will not obligate the Company nor incur expense in its behalf in any manner whatsoever; and
8. That the Company may, without liability to me whatsoever, upon request of my Distributor or upon its own initiative, cancel my license at any time; and
9. That I will forfeit all renewal commission, if any, to which I otherwise would be entitled from the undersigned Distributor, after termination of my license in the event I shall attempt to influence any policyholder or agent to terminate his contract with the Company and I also agree that since neither the Company nor Distributor has an adequate remedy at law for such use of influence, either may institute proceedings to enjoin me from further such attempted use of influence.

As used herein, the term Company means **Medico Insurance Company ("Medico") and/or Medico Corp Life Insurance Company ("Medico Corp")**.

I certify that my answers to the above questions are true and authorize the State Insurance Department to release to Medico and/or Medico Corp information within their records concerning me. If accepted, I will comply with all regulations of this State and Medico and/or Medico Corp and will not solicit insurance until I have received my license from the State Insurance Department. I hereby authorize an investigative and credit report whereby information is obtained through personal interviews; the inquiry usually concerns information on your character, general reputation and mode of living. I understand that any information obtained by the Company will be available to me upon my written request.

Applicant Signature _____ **Date** _____

The foregoing applicant is hereby recommended for appointment as a solicitor assigned to my jurisdiction, subject to the terms of my Distributor's contract with the Company and this request. I certify that to the best of my knowledge the applicant is of good personal and business reputation, trustworthy, and competent to act in the capacity of an insurance solicitor.

Distributor Signature _____  _____ **Date** _____

Distributor Acct. Code _____

Medico's and Medico Corp's
BUSINESS ASSOCIATE AGREEMENT
Privacy and Security Provisions

The Parties to this Business Associate Agreement (this "BA Agreement") are Medico Insurance Company and/or Medico Corp Life Insurance Company and all affiliated companies (Collectively referred to as "Medico," "Medico Corp" and/or "Company") and Business Associate.

WHEREAS:

- A. Medico and/or Medico Corp have engaged or may engage Business Associate to perform various services on Medico's and/or Medico Corp's behalf as previously contracted (the "Agreement"); and
- B. Performance of the Services may involve Business Associate gaining access to Protected Health Information ("PHI"), and /or Personally Identifiable Financial Information ("PIFI") and/or Business Confidential Information, as those terms are later defined in this Agreement; and
- C. The Parties are entering into this Agreement for the purpose of setting forth the Parties' obligations to protect the Protected Health Information, PIFI and/or Business Confidential Information in accordance with this Agreement and provisions of all applicable state and federal laws and regulations, including Title V of the Gramm-Leach Bliley Act ("GLB") and the Health Insurance Portability and Accountability Act of 1996 and is implementing regulations issued by the U.S. Department of Health and Human Services in Title 45 of the Code of Federal Regulations ("C.F.R."), Sections 160-164 and the privacy, security and security Breach notification provisions applicable to a Business Associate under the Health Information Technology for Economic and Clinical Health Act (HITECH) which is Title XIII of the American Recovery and Reinvestment Act of 2009, the final Omnibus Bill under HITECH and any regulations promulgated within, as amended from time to time.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

BUSINESS ASSOCIATE RESPONSIBILITIES:

1. Security Policies. Business Associate shall maintain security policies that comply with applicable laws and regulations.
2. Safeguards. Business Associate warrants that it shall implement and maintain appropriate administrative, physical and technical safeguards to prevent the use or disclosure of PHI and/or PIFI otherwise than as permitted by this Agreement provided that such use or disclosure would not violate applicable law or regulation. Upon request, Business Associate shall provide Company information concerning such safeguards and shall provide access to its facilities used for the maintenance or processing of PHI and/or PIFI: for inspection and copying and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI and/or PIFI; and for the purpose of determining Business Associate's compliance with this BA Agreement.
3. Use and Disclosure of PHI and/or PIFI. Except as otherwise limited in this BA Agreement, Business Associate may use or disclose PHI and/or PIFI only as permitted or as necessary to perform functions, activities or services for or on behalf of Company as specified in the Agreement and this BA Agreement or as otherwise required by law. Without limiting the other terms in this paragraph, in all situations Business Associate only may use PHI and/or PIFI in a manner that does not violate the requirements of applicable law.
4. Subcontractors and Agents. Business Associate hereby agrees that anytime PHI and/or PIFI is provided or made available to any subcontractors or agents, Business Associate must enter into an agreement with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI and/or PIFI as are contained in this BA Agreement. Business Associate must ensure that any subcontractor or agent to whom it provides PHI and/or PIFI agrees to implement reasonable and appropriate safeguards to protect the PHI and/or PIFI subcontractor creates, receives, maintains or transmits electronically on behalf of MIC.
5. Training of Staff. Business Associate shall advise and train members of its workforce of their obligations to protect and safeguard PHI and/or PIFI and shall develop and implement appropriate sanctions against any member of its workforce who uses or discloses PHI and/or PIFI in violation of this Agreement.
6. Reporting of Privacy Breach. Business Associate shall immediately report any use or disclosure of PHI and/or PIFI not allowed under the terms of this BA Agreement of which Business Associate becomes aware. Business Associate shall report the remedial action taken or proposed to be taken with respect to such use or disclosure. Business Associate's report to MIC will at least:
 - a. Identify the nature of the Breach of Unsecured PHI and/or PIFI which will include a brief description of what happened, including the date of the Breach of Unsecured PHI and/or PIFI and the date it was discovered;
 - b. Identify the information that was Breached on an individual basis, including items such as, but not limited to, full name, social security number, date of birth, home address, and account number;
 - c. Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;

- d. Identify what corrective or investigational action Business Associate took or will take to prevent further Breaches of Unsecured PHI and/or PIFI and to mitigate the harmful effects of the current Breach;
- e. Identify the steps affected individuals should take to protect themselves as a result of the Breach of Unsecured PHI and/or PIFI; and
- f. Provide such other information, including a written report, as MIC may reasonably request.

Such notification should be made to:
Privacy Officer
601 6th Ave
Des Moines, Iowa 50339

- 7. Reporting of Security Breach. Business Associate will immediately report to MIC any attempted or successful: (i) unauthorized access, use, disclosure, modification or destruction of MIC's electronic PHI and/or PIFI; and (ii) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware.
- 8. Electronic Transactions Rule. If Business Associate conducts electronic transactions (*see* 45 C.F.R. 160.103) on behalf of MIC for which HHS has established standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such transactions to comply, with each applicable requirement of the Electronic Transactions Rule. Business Associate also shall comply with the National Provider Identifier requirements, if and to the extent applicable.
- 9. Mitigation. Business Associate shall mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this BA Agreement.
- 10. Access by Individuals. Business Associate shall at the request of Company, and in the time and manner designated by Company, make available PHI in a designated record set to Company or as directed to an Individual or his/her personal representative entitled to access and copy the PHI in order to meet the requirement of applicable law and regulations.
- 11. Correction of PHI. Business Associate shall make any amendment to PHI in a designated record set that Company directs or agrees to at the request of Company or Individual or to his/her personal representative and shall amend and incorporate such amendments or corrections to PHI, as required by applicable law.
- 12. Minimum Necessary. Business Associate warrants that the PHI and/or PIFI it discloses, requests and uses is only the minimum amount necessary to carry out the duties and responsibilities contemplated by this BA Agreement.
- 13. Accounting of Disclosures. Business Associate shall provide to Company an accounting of disclosures, in accordance with applicable law, by Business Associate or its employees, agents, representatives or subcontractors as would be required for Company to respond to a request by an Individual for an accounting of disclosures as required by applicable law. Any such accounting prepared by Business Associate shall include at a minimum: (i) the date of disclosure; (ii) name, and address if known of the entity or person who received the PHI and/or PIFI; (iii) a brief description of the PHI and/or PIFI disclosed; and (iv) a brief statement of the purpose of the Disclosure. The information relating to the accounting of disclosures shall be documented by Business Associate as identified herein, and such records shall be retained by Business Associate for at least six years from the date of the Disclosure.
- 14. Request to Restrict Disclosure. If an Individual requests that MIC restrict the Disclosure of the Individual's PHI under 45 C.F.R. 164.522, and MIC so informs Business Associate, Business Associate shall comply with the requested restriction to the extent required by Section 13405(a) of the HITECH Act.
- 15. Disclosure of Internal Practices. Business Associate shall make available to Company and/or Secretary its internal practices, books, and records, including its policies and procedures relating to the use and disclosure of health information received from, or created or received by Business Associate on behalf of Company. Such items will be made available in a time and manner designated by the Company.
- 16. Procedure upon Termination. Upon termination of this BA Agreement, Business Associate shall return or destroy all PHI and/or PIFI that it maintains in any form, and shall retain no copies of such information or, if the parties agree that return or destruction is not feasible, it shall continue to extend the protections of this BA Agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.
- 17. Breach. Without limiting the rights of the parties elsewhere set forth in the Agreement, if Business Associate materially breaches its obligations under this BA Agreement, the Company may, at its option: (a) exercise any of its rights of access and inspection; (b) provide an opportunity for Business Associate to cure the breach within 30 days of notice to Business Associate by Company and, if the breach is not cured within 30 days, terminate this BA agreement and/or the Agreement; or (c) immediately and unilaterally terminate this BA Agreement without penalty or recourse. Company retains the right to report to the Secretary any violation or material breach. The remedies under this BA Agreement and set forth elsewhere in this BA Agreement shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other.
- 18. Prohibition on Sale of Records. Business Associate shall not directly or indirectly receive remunerations in exchange for any PHI and/or PIFI.
- 19. Fundraising. Business Associate agrees not to use PHI and/or PIFI for the purpose of fundraising.
- 20. Confidentiality. Business Associate shall not, without prior consent of MIC, disclose any Business Confidential Information other than as expressly permitted in this agreement.
- 21. Penalties for Noncompliance. Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the Gramm-Leach Bliley Act and/or the Privacy Rule and Security Rule, as amended by HITECH.

COMPANY'S RESPONSIBILITIES:

22. Notification. Company shall notify Business Associate to the extent it may affect Business Associate's use or disclosure of PHI of:
- (a) any changes in, or revocation of, permission by individuals to use or disclose PHI;
 - (b) its notice of privacy practices and any limitations; and
 - (c) any restrictions to the use or disclosure of PHI that Company has agreed to in response to an individual's request for restriction.

GENERAL TERMS:

23. Term. The term of this BA Agreement shall be effective as of the date first referenced in this BA Agreement and shall terminate when all PHI and/or PIFI provided by Company to Business Associate, or created or received by Business Associate on behalf of Company is destroyed or returned to Company or, if it is infeasible to return or destroy PHI and/or PIFI, protections are extended to such information in accordance with the termination provisions in this BA Agreement.
24. Audit. Company shall have the right to audit and monitor all applicable activities and records of the Business Associate to determine compliance with the requirements relating to the creation or use of PHI and/or PIFI as it relates to the privacy and security sections of this Agreement.
25. Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI and/or PIFI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Company may, by written notice to the Business Associate, amend this BA Agreement in such manner as Company determines necessary to comply with such law or regulation.
26. Survival. The obligations of Business Associate under this BA Agreement shall survive the termination of this Agreement.
27. No Third-Party Beneficiaries. The parties agree that there are no intended third party beneficiaries under this BA Agreement.
28. De-identified Data Creation. Business Associate is prohibited from converting PHI to de-identified data, unless the Company approves of Business Associate's proposed plan for accomplishing the conversion and such conversion meets the requirements of 164.514 of the Code of Federal Regulations.
29. Notices. Any notices to be given hereunder shall be made via U.S. first class mail, or hand delivery to the other party's address.
30. Relationship. This BA Agreement shall not alter the relationship between the Company and Business Associate and shall not create any additional rights other than those currently in existence as an independent contractor of the Company. There shall be no employment relationship created by the terms of this BA Agreement. Nothing contained herein shall expand the agency relationship or authority as set out in the existing Agreement. Business Associate's authority is limited to the marketing and processing of new insurance applications. This BA Agreement does not create any authority in the Business Associate regarding the processing of claims. Business Associate is specifically directed to avoid the receipt of PHI in connection with any claim.
31. Interpretation. Any ambiguity in this BA Agreement shall be resolved to permit Company to comply with the Privacy or Security Rules and the Gramm-Leach Bliley Act.

DEFINITIONS:

Terms used, but not defined, in this BA Agreement shall have the same meaning as those terms used in GLB and the Privacy Rule promulgated under HIPAA, as amended from time to time.

Breach of Unsecured PHI: Shall have the same meaning as the term "Breach" in 45 C.F.R. 164.402

Business Associate means the individual licensed and appointed by MIC pursuant to the Producers Licensing Act to sell or solicit applications for health insurance on behalf of MIC. This includes any employee or person acting on behalf of said producer.

Business Confidential Information means any information, whether oral or recorded in any form or medium that MIC provides to Business Associate that is proprietary in nature and peculiarly within the knowledge of MIC and not publicly known. The following information is not Business Confidential Information:

- (a) Information in the public domain, publicly available prior to its receipt under this BA Agreement, or became lawfully known to the Business Associate from a source other than MIC without breach of this Agreement;
- (b) Such information was independently developed by the Business Associate; or
- (c) MIC, in writing, made clear to Business Associate in providing Business Associate with such information that it was being provided on a non-restricted basis.

Any information MIC provides to Business Associate that meets the above description shall be presumed to be Business Confidential Information.

Company means Medico Insurance Company and/or Medico Corp Life Insurance Company, which are Covered Entities under the Privacy Rule.

Designated Record Set means (a) a group of records maintained by or for Company that is 1) medical records and billing records about individuals maintained by or for a covered health care provider; 2) enrollment, payment, claims adjudication and case or medical management record systems maintained by or for a covered health plan or 3) used in whole or in part by or for the covered entity to make decisions about individuals.

Disclose/Disclosure means the release, transfer, and provision of access to or divulging in any other manner of information outside the entity holding the information.

HIPAA means the Health Insurance Portability and Accountability Act of 1996, otherwise known as Public Law 104-191. HIPAA regulations were designed, in part, to improve the efficiency and effectiveness of the healthcare system by standardizing the interchange of electronic data for specified administrative and financial transactions and to protect the security and confidentiality of Protected Health Information

Individual means the person who is the subject of protected health information and shall include a person who qualifies as a personal representative in accordance with the Privacy Regulation.

Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at CFR part 160 and part 164, subparts A and E.

Protected Health Information ("PHI") means individually identifiable information, including demographic information, that (i) relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (ii) identifies the individual or for which there is a reasonable basis for believing that the information can be used to identify the individual; and (iii) is received by Business Associate from or on behalf of Company, or is created by Business Associate for or on behalf of Company, or is made accessible to Business Associate by Company. It does not include educational records covered by the Family Educational Right and Privacy Act and employment records held by Company in our role as employer.

Secretary means the Secretary of the Department of Health and Human Services or his or her designee.

Security Rule means the Standards for security of individual's electronic personal health information that is created, received, used, or maintained by a covered entity and is located at 45 CFR Part 160 and Subparts A and C of Part 164

Personally Identifiable Financial Information ("PIFI"): Any information, whether oral or recorded in any form or medium, about an Individual that relates to an insurance product, a transaction involving an insurance product or service, or providing an insurance product or service; or any list, description or other grouping of consumers (and publicly available information pertaining to them) that is derived using any personally identifiable information that is not publicly available (See "non-public personal information" as defined in the Gramm-Leach-Bliley Act Title V, Section 509).

Use with respect to PHI means the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date stated.

BUSINESS ASSOCIATE:

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Individual, Partnership or Corporation Name: _____

MEDICO INSURANCE COMPANY



President

MEDICO CORP LIFE INSURANCE COMPANY



President



Medico Insurance Company
Medico Corp Life Insurance Company
Corporate Offices – Omaha, NE

www.GoMedico.com

Toll-Free 1-800-547-2401, Option 3

Medico Insurance Company
Administrative Services – PO Box 10386
Des Moines, IA 50306

Medico Corp Life Insurance Company
Administrative Services – PO Box 10482
Des Moines, IA 50306

Fax 515-247-2435

Agent Credit Card Authorization

Name (First, Last): _____

Billing Address: _____

City, State, ZIP Code: _____

By providing this information and signing this form, I authorize Medico Insurance Company and/or Medico Corp Life Insurance Company to charge my MasterCard/VISA account for my appointment fee(s).

☐ MasterCard ☐ VISA

Credit Card Number: _____ Expiration Date: _____

Card Security Code (CSC): _____ The CSC (Card Security Code) number is the last 3 digits in the signature block on the back of your credit card. We are requesting this as an added security precaution.

Name on Credit Card: _____

Agent Number if known: _____

Signature of Authorization

Date

STATE APPOINTMENT FEE LIST

State	Agency	Signor	State	Agency	Signor
AK	No Fee	No Fee	MS	No Fee	\$25.00
AL	\$30.00	\$30.00	MT	No Fee	No Fee
AR	No Fee	No Fee	NE	No Fee	\$8.00
AZ	No Fee	No Fee	NH	No Products	No Products
CA	No Products \$26	No Products \$26	NV	\$15.00	\$15.00
CO	No Fee	No Fee	NM	No Fee	\$20.00
DC	\$25.00	\$25.00	NC	No Fee	\$30.00 (\$10 ea loa)
DE	No Fee	\$25.00	ND	\$10.00	\$10.00
FL	No Fee	\$60.00	OH	\$15.00** Health only	\$15.00** Health only
GA	No Fee	\$10.00	OK	\$30.00	\$30.00
HI	No Fee	No Fee	OR	No Fee	No Fee
IA	No Fee	\$8.00	PA	\$15.00	\$15.00
ID	No Fee	No Fee	RI	No Fee	No Fee
IL	No Fee	No Fee	SC	No Fee	No Fee
IN	No Fee	No Fee	SD	\$20.00	\$10 Res \$20.00 N-Res
KS	\$5.00	\$5.00*	TN	No Fee	\$15.00
KY	\$100 Res \$120.00 N-Res	\$40 Res \$50.00 N-Res	TX	\$10.00	\$10.00
LA	\$20.00	\$20.00	UT	No Fee	No Fee
MA	No Products	No Products	VA	\$10.00	\$10.00
MD	No Fee	No Fee	VT	No Fee	\$60.00
ME	\$70.00	\$30.00 NR \$70.00	WA	\$20.00	\$20.00
MI	\$5.00	\$5.00	WI	No Fee	\$16 Res \$50.00 N-Res
MN	No Fee	\$30.00	WV	No Fee	\$25.00
MO	No Fee	No Fee	WY	\$15.00	\$15.00

*\$5.00 for each agent currently affiliated under the Agency License

** per line of authority updated 7-7-14



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

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.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 the "Name" line to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

Social security number

				-				-				
--	--	--	--	---	--	--	--	---	--	--	--	--

Employer identification number

				-								
--	--	--	--	---	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

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 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



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: 
Aaron Goddard, Vice 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 product)
- Incentive trip credits
- Free replicated Website
- Training program, web conference, and training materials
- Marketing Materials for proprietary products
- Advances funded by AHCP
- 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 to 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