



IR-35 DIRECT Contracting Agreement

Please complete, sign, and return the following documents to:

American Home Care Services

IndependentRep@ahcareservices.com

1. Questionnaire
2. ACH
3. W-9
4. Fully Executed Agreement
5. Addendum "A"

If a scanner or electronic version is not available to email, please fax to American Home Care Services at **727.821.3500**
Attn: Representative Contracting

For additional questions, feel free to contact our home office: **727.823.2300**



First Name: _____ Middle Initial _____ Last Name: _____

Citizen of the U.S.: Yes No (If no, please provide proof of eligibility to work in the U.S.) Date of Birth: _____

Social Security Number: _____ Home Phone: _____

Home Street Address: _____

City: _____ State: _____ Zip code: _____

(If Corp) Agency/Corp. Name: _____ Tax ID #: _____

Business Street Address: _____

City: _____ State: _____ Zip code: _____

Personal Cell Phone: _____ Business Phone: _____

Best e-mail address: _____

Background Experience:

- 1. In the past seven (7) years, have you been fined, suspended, placed on probation, or had a license revoked, paid administrative penalties, entered into a consent order or been issued a restricted license or otherwise been disciplined reprimanded, or are you currently under investigation by any insurance department, the SEC, or any other regulatory authority? Yes No
- 2. In the past seven (7) years, have you been convicted or plead guilty or nolo contendere (no contest) in connection with any offense, served any probation, paid any fines or court costs, for any offense other than a minor traffic violation? Yes No
- 3. In the past seven (7) years, have you had an application for bond declined? Yes No
- 4. In the past seven (7) years, have you filed for bankruptcy? Yes No

(If yes, please provide a separate document with a written explanation (i.e. court documents, insurance department documents, etc.) for any questions to which you responded "yes." Please be sure to date and sign the written *explanations*.

If documents are not available, please explain below.

Representative's Initials _____ P.1

ADDITIONAL ADDRESS INFORMATION

If you have not lived in your current residence for 3 years or longer,
please provide a previous address to complete a 3-year period.

NOT REQUIRED FOR CORPORATIONS.

Previous Address

Street:	City:	State:
Zip:	Resided from:	Resided to:

Previous Address

Street:	City:	State:
Zip:	Resided from:	Resided to:

Previous Address

Street:	City:	State:
Zip:	Resided from:	Resided to:

FAIR CREDIT REPORTING ACT DISCLOSURE

AUTHORIZATION

American Home Care Services LLC is hereby authorized to obtain and use a consumer report of my criminal record history and credit history, obtained through any consumer reporting agency or through inquiries with my past or present employers, neighbors, friends or others with whom I am acquainted.

I understand that this consumer report will include information as to my general reputation, personal characteristics, and mode of living.

I authorize any consumer reporting agency, insurance department, law enforcement agency, the Financial Industry Regulatory Authority, The Securities and Exchange Commission or any other person or organization having any consumer report records, data or information concerning my credit history, public record information, insurance license, regulatory action history or criminal record history to furnish such consumer report records, data and information to American Home Care Services LLC.

I understand that if contracted and/or appointed, this authorization will remain valid as long as I am contracted and or appointed with American Home Care Services LLC.

A photocopy of this authorization shall be considered as effective as the original.

The Consumer Financial Protection Bureau's "Summary of Your Rights under the Fair Credit Reporting Act" is available upon request by a separate attachment.

ELECTRONIC FUNDS TRANSFER (EFT) REQUEST FORM

All parts must be completed

New Representative

New Agency

Personal Information

Complete only one side.

Agency / Corp. Information

Rep Name _____
Address _____
City _____
State _____ Zip _____
Phone Number _____
Social Security Number _____

Agency Name _____
Principal Agent Name _____
Address: _____
City _____
State _____ Zip _____
Phone Number _____
Social Security Number _____
Or
Tax ID _____

Bank Information

Bank Name: _____

Routing Number (must be 9 digits) _____

Bank Account Number (include any leading zeros) _____

Checking Account

Savings Account

Aurora Home Care Services, LLC Dba American Home Care Services
is authorized to deposit commission checks into the bank account listed above.

X _____
Authorized Representative's Signature Date

X _____
Printed Name (Bank account holder)

REPRESENTATIVE AGREEMENT

PARTIES TO THE AGREEMENT

This Agreement is made and entered into between Aurora Home Care Services, LLC Dba *American Home Care Services* ("Company") also known as AHCS, and _____, also known as Representative for the purpose of this agreement; and or the Representative's Corporation, together with Company, each individually referred to as a "party" and together, the "parties").

In consideration of the following terms and conditions, this Representative Agreement (the "Agreement") is between Company and Representative effective as of the Effective Date stated on the last page of this Agreement. The Company hereby appoints the Representative to represent it subject to the following mutually agreed upon terms and conditions.

I. RESPONSIBILITIES OF THE PARTIES

The Representative agrees to:

- A. **Solicit Applications.** Solicit new business, oversee personal accounts / clients for the purpose of selling / offering American Home Care Service's home health care membership plans known as service contracts.
- B. **Downline:** Representative may hire or associate with other representatives. If Representative chooses to train additional representatives (downline) the Representative is entitled to receive an override of commission on his/her downline from new business the downline writes for AHCS. The override rate is 10% of the gross sale.
- C. **Suitability.** Ensure that each proposal or sale of the membership covered by this Agreement, which is proposed or made directly by Representative, is appropriate for and suitable to the needs of the member and the person or entity to whom Representative made the sale, at the time the sale is made, and suitable in accordance with applicable law governing suitability of Health Care Services. Furthermore, assure that the managing representative's downline also follow the same suitability guidelines.
- D. **Company Policies, Procedures, Processes & Rules.** Managing Representative and his / her downline will comply with all policies, practices, procedures, processes, and rules of Company. Representative shall promptly notify Company if Representative or any of its sub-representative's (downline) is not in substantial compliance with any Company policy, procedure, process, or rule.
- E. **Comply with Laws and Regulations.** Comply with all applicable laws and regulations and act in an ethical, professional manner in connection with this Agreement, including, with respect to any compensation disclosure obligations and any other obligations it may have governed its relationship with its members.
- F. **Remittance of Monies.** Treat any money received or collected for the Company as property held in trust, and promptly remit such money to Company at its administrative office in Saint Petersburg, Florida. Representative shall not commingle any funds received or collected for the Company with its own funds. Representative must report any known violations of this provision.
- G. **Hold Harmless.** Hold harmless and indemnify the Company from all losses, expenses, costs and damages resulting from any acts by the Representative and or his or her downline which breach the terms of this Agreement.
- H. **Active Memberships:** Assist the Company in keeping its Members / Membership plans active.
- I. **Membership Plans Familiarity.** Be familiar with all provisions and benefits under each Plan offered by the Company for which Representative solicits applications and representing such membership plans accurately and fairly to prospective purchasers.
- J. **Training.** Participate in training to ensure that Representative is familiar with all provisions and benefits under each membership plan offered by the Company and representing such membership plans accurately and fairly to prospective purchasers. Representative will train his or her downline with all provisions and benefits under each Membership Plan offered by the Company and representing such Membership Plan accurately and fairly to prospective purchasers.
- K. **Notice of Potential, Threatened or Actual Legal Action.** Notify Company immediately of notice of potential, threatened, or actual litigation or any regulatory inquiry or complaint with respect to this Agreement or any Membership Plans.

Representative's Initials _____

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II. LIMITATION OF AUTHORITY

The Representative has **no** authority and specifically agrees not to:

- L. Bind the Company to any promise or agreement; incur any debt, expense or liability whatsoever in the Company's name or for its account; or receive any money due or to become due to Company, except the initial payment in connection with applications or policies, subject to the Company's requirements for the acceptance of such payment.
- M. Make, modify, or change any membership contract, or bind the Company by making any promises respecting any membership contract except when authorized in writing to do so by the CEO or a COO of the Company.
- N. Use any material, including but not limited to all written material or audio or video tapes, to solicit a sale of any of the Membership Plans, regardless of whether the Company's name is on such material, without written approval of the material by the Company.
- O. Extend the time for payment of any plan or waive any payment or bind Company to reinstate any terminated contract.
- P. Misrepresent or induce any other Representative to misrepresent any provision, benefit, or payments of any Membership Plans.
- Q. Take any action adverse to the interests of the Company.
- R. Agree to share commissions or other compensation with persons who are not contracted and/or appointed by the Company and accept liability on behalf of the Company. Introduce, amend, or terminate any Company rules or procedures without written consent of the Company to settle claims on behalf of the Company. Directly or indirectly engage in or facilitate any action that, in the opinion of the Company in its sole discretion, damages or may damage the goodwill or reputation of the Company or of the Company's logo.

COMPLIANCE/MARKET CONDUCT

The Representative agrees that it will allow the Company to review all sales programs, techniques, and methods, including all material shown to or provided to an applicant or client, which are used in the solicitation or servicing of the Membership Plans.

COMPENSATION

For Each Membership Plan. Representative's compensation depends on the particular Membership Plan sold. Compensation for each Membership Plan will be as specified in the Compensation/Membership Plans Schedules.

1. Compensation/Membership Plans Schedules may be changed from time to time but will provide a 30-day notice to all contracted representatives prior to any change.
2. An updated compensation schedule is provided on a separate document and is made part of this agreement as addendum "A".

COMPENSATION ADMINISTRATION

A. Accounting. Company will account to Agent for payable compensation based upon initial and renewal memberships received and accepted by Company. Company may hold back the Representative's and downline compensation in whole or part for a reasonable period to ensure that funds are available to reimburse the Company for any Indebtedness the representative or downline may owe the company.

B. Effect of Chargebacks. If any sale was to cancel within the 3-day cancellation period, causing the company to refund the premium previously paid from the member back to the member and the representative received a commission based off of the sale that cancelled, the representative will be required to reimburse the Company in full of the commission received on the cancelled member plan, this is known as a chargeback. Furthermore, if there is a death of a member within the first year and the Company is required to send a prorated refund check to the member's estate, the prorated portion based on the compensation level of the Representative will equal the amount the representative must reimburse the company for the chargeback. All chargebacks are due in full within 30 days of indebtedness. Any chargeback not paid in full within the 30 days either through new commissions, renewals, deferred comp being held by the company or through the representative paying his/her debt in full will cause the representative to be in default of this agreement and faces termination. At such time the Company will determine if the representative remains active or face termination based on the sole discretion of the Company.

SOLE AND EXCLUSIVE PROPERTY

- i. All reports, training materials, manuals, and records, including computer-related materials, containing sales and/or Membership information, illustration software, etc., are and shall remain the sole and exclusive property of the Company, subject to inspection and review by the Company.

Representative's Initials _____

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ii. The Representative agrees to surrender the above items, and any and all copies thereof, to the Company immediately upon demand or upon termination of this Agreement. The Representative and his/her downline, further agrees not to take or copy any forms, policies, manuals, policyholder lists or other materials which are the property of the Company. The Representative and/or downline also agrees to return all monies, manuals, books, papers, sales materials, reports, records, forms and all other property of the Company then in his/her charge and control.

iii. **NON-CIRCUMVENT / NDA:**

(a) It is not intended that solicitation or sale of insurance or financial products shall be a violation of this agreement.

(b) While representative or his/her downline is acting on "The Company's behalf as a Representative and for a period of twenty-four (24) months after termination of this agreement, Representative will not engage in a business like or similar to that of AHCS. For purposes of this agreement, "like" or "similar" means a business of non-insurance managed care programs, associations, or company's offering the same or similar benefits as AHCS. Similar services are considered to be in the same or related field, such as a home health care service contracts or membership for the benefit of paying claims for members or customers / clients in exchange for a monthly, quarterly, semi-annual or annual premium collected for a home health care membership or service contract, discount home health care services programs or plans, discounted health programs, home health care service contracts, memberships, or paid home care service plans that provide payments to or for the customer / client / members home care services.

(c) While Representative and representative's downline is acting on behalf of AHCS and for a period of twenty-four (24) months after termination of this agreement, Representative and his/her downline shall not solicit, induce, or persuade directly or indirectly, any member of AHCS to terminate their membership with AHCS or to interfere with or disrupt any business relationship, contractual or otherwise, between AHCS and any other party including any member, prospective member, other representatives, agents, suppliers, or employees of AHCS.

(d) While Representative and his/her downline is actively representing AHCS and for an unlimited time period after termination of this agreement, Representative agrees to keep secret and not to directly or indirectly disclose to any person or entity, or allow any sub-representatives (downline) to directly or indirectly disclose to person or entity, any proprietary information, trade secrets, technical secrets, or technological secrets, any information regarding AHCS organization or business affairs, past or current member names, other representative's name, or any other information relating to the business of AHCS including rate materials, brochures, flyers, leads information, advertisements, announcements, applications, membership agreements, membership records, member lists, member data, representative agreements, representative manuals, or any other documents provided by AHCS that Representative may have acquired while conducting business for AHCS.

(e) Representative acknowledges that the confidential information described above is proprietary, confidential, unique, and valuable and understands that AHCS confidential information has been developed by AHCS at substantial cost and time. In the event of a breach or threatened breach of this paragraph by Representative or his / her downline, AHCS shall have been caused irreparable injury and, in addition to the other rights and remedies of this agreement, shall be entitled to injunctive or other equitable relief to enforce or prevent any breach of this provision and these obligations shall survive any termination, of this agreement.

TERMINATION FOR CAUSE

The Company, at its option, may terminate this Agreement at any time immediately upon written notice and for any reason the company deems necessary for the best interest of the company and its member clients. Additionally, if the company determines the Representative engaged in any act of fraud, misappropriation or mishandling of funds, misrepresentation of company standards or any other misconduct that would violate the company's rules and ethics, such act would be cause for immediate termination and would terminate all of the terms of this Agreement.

INDEMNITY AND HOLD HARMLESS

The Representative shall indemnify and hold the Company harmless from any liability, loss, costs, expenses (including reasonable attorneys' fees incurred by the indemnified party) or damages, including punitive and extra-contractual damages, resulting from any act or omission from the Representatives acts of misconduct.

Representative's Initials _____

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PRIVACY

- A. Company, Representative acknowledges that they may be provided with information or access information about consumers of Company, Representative (Consumer Information”). All parties agree to comply with all federal, state and/or local law or regulation related to privacy. Furthermore, each party represents and warrants that it has implemented and currently maintains an effective information security program to protect the Consumer Information, which program includes administrative, technical, and physical safeguards.
 - 1. To ensure the security and confidentiality of Consumer Information.
 - 2. To protect against any anticipated threats or hazards to the security or integrity of such Consumer Information;
 - 3. To protect against unauthorized access to or use of Consumer Information which could result in substantial harm or inconvenience to either party, or to consumers of any of them.

- B. If Representative or his / her downline has a breach of security that requires notice to an individual under applicable state laws, Representative and/or downline will also provide Company with a copy of such notice at the same time it is sent to such individual in accordance with the Notice provisions of this Agreement.

NOTICE:

Notice, the terms of this Agreement require an original or scanned copy to be provided to home office through USPS or may be scanned and emailed to: **IndependentRep@ahcareservices.com**
Attn: Representative Contracting

This agreement contracting agreement supersedes all previous agreements that were either oral or written. Any and all other forms of agreements or contracts become null and void once this new agreement is signed by both parties.

_____	_____	_____
Representative Name	Representative Signature	Date
_____	_____	_____
Entity Name (Print or Type)	Principal Signature	Date

Code of Ethics

By signing this agreement, you agree to adhere to standards of marketing conduct which go beyond minimum legal requirements and subscribe willingly to the following pledge:

I WILL:

- Avoid all high-pressure sales tactics.
- Not misrepresent any contract services, condition or limitations.
- I will consider affordability when recommending memberships to prospective member.
- Identify myself and the company with name, telephone numbers and addresses.
- Comply with all applicable laws and regulations that pertain to the sale of consumer contracts.
- Practice strict adherence to ethical sales practices during prospecting and presenting service contracts.
- Clearly disclose all contract conditions and limitations to my client members
- Strive to fully understand all of the Company's products so that I will be better able to properly advise my members.
- Avoid participation in any conduct that would bring dishonor upon either my profession or the Company
- Make sure that the member knows that I am not with Medicare, Social Security, or any other Government Agency.
- That all checks are payable to the company and not me.
- If I believe the prospective member does not have the mental capacity to conduct business, I will cease my sales presentation and if possible, contact a family member.
- Not replace any active insurance policy in order to sell American Home Health Services.

Representative's Signature: X _____

Today's date: _____

Addendum "A" Compensation Schedule

New business Commission Rate	35%
One Pay Commission Rate	10%
Renewal Commission Rate - All years.	10%
Over-ride Percentage on downline (if any)	10%
Deferred Compensation Plan - New business only	5%

Vesting Schedule for deferred compensation program

Year 1 (end of year on all vesting years)	0%
Year 2	10%
Year 3	20%
Year 4	50%
Year 5	100%

Addendum "A" continued

The Deferred Compensation Program is available to all representatives. The representative's deferred comp account is 100% vested and available for withdrawal at full value at the end of the 5th year. If the representative chooses not to withdraw the account value, the deferred account will stay active and receive on-going yearly 5% contributions from American Home Care Services as previously contributed. Once the account value is withdrawn, the deferred account will be closed, and no additional contributions will be made by American Home Care Services.

Withdrawals can come in two forms. One, to receive 100% value plus interest, the representative must take the full value over a five-year period through an annuity. Two, the representative chooses to take a lump sum of his/her full account value but elects to not take it over a five-year period. If option two is elected, he/she make receive a lump sum of the full account value less 10% which is contributed to the management cost. At the time of withdrawal, if the representative owes the Company a debt from a Chargeback(s) not settled, the amount owed to the company will be deducted from the account balance prior to distribution to the representative. If a representative is terminated for cause, his/her Deferred compensation program is forfeited upon termination.

Representative: I fully understand that I will receive contributions towards my deferred comp program by the Company for as long as I am an active writing representative and have not withdrawn the entire balance of the account or closed the account in its entirety. I also understand that I will forfeit all non-vested proceeds in my deferred compensation program if I am terminated for cause or if I am no long active with American Home Care Services for any reason. Any vested amount will not be lost and will remain in the representatives account and is available for withdrawal by the representative according to the vesting schedule provided in the section above (Commissions). If a representative is terminated for cause, the representative will forfeit the entire account value regardless of if the amount is vested in part or in its entirety. See termination for cause in section VII of the Representative agreement.

Representative: I fully understand that I will receive renewal commissions for as long as I am an active writing representative for American Home Care Services. Further, I understand that I will forfeit my renewal commissions if I am terminated for cause and or choose to no longer be an active writing representative for the Company. I understand that if I do not produce a new sale (membership application) within a 120-day period, AHCS will place me into an inactive status.

X: _____
Authorized Signature: Representative / Agency / Corporation

Date: _____

X: _____
Print Name / Title

X: _____
Corporate Officer/ American Home Care Services

Date: _____

X: _____
Print Name / Title