



## MA-45 DIRECT Contracting Agreement

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

**American Home Care Services**

**[IndependentRep@ahcareservices.com](mailto:IndependentRep@ahcareservices.com)**

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

If a scanner is not available, please fax to **American Home Care Services**

Fax: **727-821-3500**

Attn: **Contracting**

For additional questions please contact our Home Office: **727.823.2300**



Agency or Representative: \_\_\_\_\_ Contact Person: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Corp. Name (if different from Agency) : \_\_\_\_\_ Tax ID or SS#: \_\_\_\_\_

Corporate Address: (if different from above) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Contact person cell phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Best e-mail address: \_\_\_\_\_

**Background Experience:**

1. In the past seven (7) years, has your corporation or agency filed for bankruptcy? . . . . . Yes \_\_\_ No \_\_\_

(If yes, please provide a separate document with a written explanation 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.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ADDITIONAL ADDRESS INFORMATION**

**ONLY If current address has been established for less than 1 year.**

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.

**This does not apply to corporations. For personal representation only.**

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 \_\_\_\_\_

Last 4 of Social Security Number \_\_\_\_\_

Agency Name \_\_\_\_\_

Principal Agent Name \_\_\_\_\_

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

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Last 4 of Social Security Number \_\_\_\_\_ OR

Last 4 of 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, LLC Dba American Home Care Services  
will deposit commissions into the bank account listed above.

X \_\_\_\_\_  
Authorized Representative's Signature for Agency or IMO

X \_\_\_\_\_  
Printed Name of Bank Holder Date: \_\_\_ / \_\_\_ / \_\_\_

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	<p><b>3</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
<p><b>2</b> Business name/disregarded entity name, if different from above Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	
<p><b>4</b> Address (number, street, and apt. or suite no.) _____</p>	
<p><b>5</b> City, state, and ZIP code _____</p>	

## 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number							

<b>OR Employer identification number</b>							

## 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); and
4. 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 for Part II, later.

<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.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### 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, later.*

## MA-45 AGREEMENT

This Agreement is made between *American Home Care Services, known as "The Company"*, and \_\_\_\_\_, referred to and known as the Agency or Internal Marketing Organization, (IMO) also known as Representative for the purpose of this agreement; and or the Agency IMO, together with Company, each individually referred to as a "party" and together, the "parties").

In consideration of the following terms and conditions, this **MA-45 Agreement** (the "Agreement") is between The Company and the Agency IMO effective as of the Effective Date stated on the last page of this Agreement.

The Company hereby appoints the Agency IMO to represent the product line of The Company subject to the following mutually agreed upon terms and conditions.

### I. RESPONSIBILITIES OF THE PARTIES

#### The Agency - IMO agrees to:

- A. Train current sales representatives, for the purpose of selling / offering American Home Care Service's home health care membership plans known as service contracts.
- B. Provide services to Representatives through training, and ongoing support, including updates, advanced training, sales and marketing materials, advertising, lead programs, and associated support for the purpose of sales and marketing American Home Care Service's product line.
- C. Train sales representative to make appropriate and suitable recommendations to the members of American Home Care Services.
- D. Comply with all policies, practices, procedures, processes, and rules of Company. Marketing Director (Representative) shall promptly notify Company if Representative or any of the Representative's Sales Representatives are not in substantial compliance with any Company policy, procedure, process, or rule.
- E. Comply with all applicable laws, 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 the Company's members.
- F. Make sure all sales representatives 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. IMO must report any known violations of this provision.
- G. Hold harmless and indemnify the Company from all losses, expenses, costs and damages resulting from any acts by the Representative and/or sales representative if any, which breach the terms of this Agreement.
- H. Assist the Company in keeping its Members / Membership plans active.
- I. 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. Participate in training to ensure that the sales 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.
- 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.

Agency - IMO Representative Initials \_\_\_\_\_

**LIMITATION OF AUTHORITY:** The Agency - IMO agrees and will enforce the following:

- **The Sales 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.
- S. Accept liability on behalf of the Company.
- T. Introduce, amend, or terminate any Company rules or procedures without written consent of the Company.
- U. Settle claims on behalf of the Company.
- V. 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 Agency - IMO 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 offered through The Company by the Agency - IMO's sales representatives.

#### **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. 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 Agency - IMO for payable compensation based upon initial and renewal memberships received and accepted by Company. Company may hold back the Agency-IMO or sales Representative's compensation in whole or part for a reasonable period of time to ensure that funds are available to reimburse the Company for any indebtedness the representative may owe the company.
- B. Effect of Chargebacks.** Except where provided on a Compensation/Membership Plan Schedule, if any payment shall be returned by Company on any membership plan, or should Company become liable for the return thereof for any cause either before or after the Termination Date, the Agency - IMO shall instruct their sales representative to pay the Company all Compensation previously paid or credited to Representative, furthermore, the Agency - IMO would be responsible for their override (spread) to be returned. The return of commission is known as a 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 has the right to keep the representative active or terminate based on the sole discretion of the Company.

Representative's Initials \_\_\_\_\_

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## 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 at any and all times.
- ii. The Agency - IMO and sales representative agree to surrender the above items, and all copies thereof, to the Company immediately upon demand or upon termination of this Agreement. The Agency - IMO and Representative also agree not to take or copy any forms, policies, manuals, policyholder lists or other materials which are the property of the Company. The Representative and downline also agree 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 nor a violation of this agreement for a sales representative to solicit the sale of insurance or financial products not related to home health care service plans.

**(b)** While the Agency - IMO and its sales representatives are acting on "The Company's behalf as a representative and for a period of twenty-four (24) months after termination of this agreement, Agency - IMO and sales representative will not engage in a business like or similar to that of AHCS unless such business was established prior to the date of this agreement. 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 Agency - IMO and its sales representative are representing AHCS and for a period of twenty-four (24) months after termination of this agreement, Representative or sub-representatives 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 Agency - IMO and its sales representatives are 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 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)** Agency - IMO and its sales representatives acknowledge 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 Agency - IMO or sales representative or any additional 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.

Representative's Initials \_\_\_\_\_

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**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 IMO's sales representatives have 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 immediate termination of the involved sales representative but not necessarily the Agency - IMO. However, under certain circumstances or involvement the agency - IMO could terminate and therefore 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.

**PRIVACY**

- A. Company, Agency - IMO, and sales representatives acknowledge that they may be provided information or access information about consumers of The Company ("Consumer Information") that must be held in strict confidence and not shared with the public. 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 Agency - IMO or sales representatives, has a breach of security that requires notice under applicable state laws, Agency - IMO and or representative will 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 scanned and emailed to: IndependentRep@ahcareservices.com**

**Attn: Representative Contracting**

**This agreement supersedes all previous forms of understanding either oral or written. Therefore, all other forms of agreements become null and void once this new agreement is signed by both parties.**

X _____	X _____	
Company's representative printed name	Company's representative signature	Date

X _____	X _____
Agency - IMO printed Company Name	Agency - IMO Authorized company representative Signature - Date

**MA-45 Compensation schedule  
Addendum "A"**

<b>New Business Commission Rate</b>	<b>45%</b>
<b>One Pay Commission Rate:</b>	<b>15%</b>
<b>Renewals commission rate (All years) based on renewal premiums received.</b>	<b>12%</b>
<b>Deferred Comp is paid to the representatives of the Agency or IMO by AHCS</b>	<b>5%</b>

X \_\_\_\_\_ DATE

Agency - IMO / REPRESENTATIVE'S SIGNATURE

X \_\_\_\_\_  
PRINT NAME / TITLE

X \_\_\_\_\_ DATE

AMERICAN HOME CARE SERVICES Authorized signature

X \_\_\_\_\_  
PRINT NAME / TITLE

**Addendum "A" continued**

**The Deferred Compensation Program** is available to all representatives regardless of if they are independent or through an agency or marketing organization. The representative's deferred comp account is 100% vested and available for withdrawal at full value at the end of the fifth year. If the representative chooses not to withdrawal 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, in order 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 of time. 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 (AHCS) for as long as I am an active writing representative and have not withdrawn the entire balance of the account, therefore closing 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 no long active with American Home Care Services. Any vested amount will remain in the representatives account and is available for withdrawal at the vesting schedule provided in the section above (Commissions) for any non-active representatives, however a representative terminated for cause will forfeit all account value, even the vested amount. See termination for cause in this 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. If the representative does not write new business over a period of 90 days, American Home Care Services will consider the representative inactive, however American Home Care Services will give the Representative the opportunity to write at least on new member plan application within the next 90-day period before the Company terminates the representative into a permanent inactive status. Should the representative write new business for American Home Care Service within either 90-day period, the Company will reinstate the representative into an active state.

X: \_\_\_\_\_  
Representative of Agency - IMO

Date: \_\_\_\_\_

X: \_\_\_\_\_  
Print Name / Title

X: \_\_\_\_\_  
Corporate Officer/ American Home Care Services

Date: \_\_\_\_\_

X: \_\_\_\_\_  
Print Name / Title