

Care Improvement Plus Agent Contract

For Express Care Improvement Plus

Contracting Complete and Fax Contract to:

469-675-3496

**Attach copy of your licenses  
and E & O Coverage**



## Confidential Agent Information

Full Name \_\_\_\_\_

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

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

(if different) \_\_\_\_\_ City State

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

Cell Phone # \_\_\_\_\_ Fax Number E-Mail

Address \_\_\_\_\_ DL# and State Social

Security # \_\_\_\_\_ Resident State Lic.# E&O

Carrier \_\_\_\_\_ Other State

Licenses: \_\_\_\_\_ Name of

Upline: \_\_\_\_\_ E&O

renewal date \_\_\_\_\_

Upline/Agency: \_\_ SPG-110-1287 Commission's: Green \$425.00, renewal \$70.00;  
Blue \$275.00 renewal \$60.00; Yellow \$190.00 renewal \$40.00: Red \$80.00 renewal \$ 0

*Office Use Only:*

*Certified to*

*Sell:* \_\_\_\_\_

Please read the attached procedures for certifying (and re-certifying) for CIP for 2008 – ALL certification must be done on line. You must complete the credentialing portion first, wait 48 hours, then go in and complete the training portion... if they go directly to the training part or follow-up too quickly, it will slow down getting a writing number.

**If you experience any technical difficulties CIP has provided numbers for tech support... credentialing challenges: (800) 686-8279 certification: 1-866-904-3838**

**If the issue concerns the password, call (781) 370-8222**

Below, please find our Client Package Code, Credentialing URL and Certification URL. These must be used for you and your agents to access the online credentialing and certification websites.

Unique Client Package Code: [SPG](#)

Credentialing URL: [www.careimprovementplus.com/credentialing4spg](http://www.careimprovementplus.com/credentialing4spg)

Certification URL: [www.careimprovementplus.com/training4spg](http://www.careimprovementplus.com/training4spg)

CIP will notify you by email when your writing number is issued and a starter kit of supplies will be sent out – after a couple of days, agents will be able to go online and order their own supplies. (Sorry, we don't keep any in our office) Once new members are written, the originals of the enrollments are to be sent to our office first; we will forward them to CIP for the agent.

I have attached a couple of forms for you and your agents to fill out (if we don't already have them on file): w-9, direct deposit authorization form, SPG confidential agent information sheet; in addition we will need a copy of licenses for each state and copy of E&O (again, if we don't already have those documents)

Please be sure to call if you have any questions or concerns.

## 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, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	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 Line 1 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
or
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.

<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.

#### 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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

## Care Improvement Plus Broker Agreement

This **BROKER AGREEMENT** (hereinafter referred to as the “Agreement”), is effective this \_\_\_\_\_ day of \_\_\_\_\_, 200\_ (“effective Date”) by and between The Brokerage Resource Inc. (hereinafter referred to as “TBR”), and \_\_\_\_\_, whose business address is \_\_\_\_\_ (hereinafter referred to as “Broker”).

### WITNESSETH

**WHEREAS**, Broker is a \_\_\_\_\_ [Enter type of legal entity (e.g., corporation, partnership, limited liability company, limited liability partnership, etc. If Broker is an individual, omit reference to legal entity)] organized pursuant to the laws of the State(s) of \_\_\_\_\_ [Insert state in which Broker was organized if a legal entity], licensed as a Georgia and or South Carolina, Missouri ,Arkansas, Maryland accident and health insurance broker, and engaged in the business of marketing and selling individual health Insurance policies pursuant to the laws of the State of North Carolina and or South Carolina, Missouri ,Arkansas, Maryland ; and

**WHEREAS**, TBR is a corporation / organized pursuant to the laws of the State of North Carolina; and

**WHEREAS**, TBR desires to engage the services of Broker for the purpose of marketing and selling the Products of Care Improvement Plus; and

**WHEREAS**, Broker desires to accept the engagement by TBR to provide such services in connection with the Products of Care Improvement Plus;

**NOW THEREFORE**, for and in consideration of these premises and of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

### DEFINITIONS

The following terms shall have the meanings as set forth below.

“Individual” means a Medicare beneficiary who meets the eligibility criteria for enrollment in Care Improvement Plus's Medicare Product, which criteria have been approved by CMS.

“Medicare Product” means one or more Medicare Advantage Special Needs Plans, offered by TBR to Individuals pursuant to TBR’s contract with Care Improvement Plus.

“Medicare Enrollee” means an Individual who is enrolled in Care Improvement Plus’s Medicare Product according to CMS’s records and for whom CMS has paid Care Improvement Plus the applicable monthly payment amount.

“Service Area” means the respective counties within Georgia, South Carolina, Missouri ,Arkansas, and Maryland. For which Care Improvement Plus is approved by CMS to offer to Individuals each of its Medicare Products which are covered by this Agreement.

A. Remedies. Broker acknowledges and agrees that he/she has acquired or will acquire a special knowledge of the affairs, business and operations of TBR and that the breach or threatened breach of the Agreement may result in irreparable harm to TBR, the monetary value of which would be difficult to establish. Broker therefore agrees and consents that, in addition to any other remedies available to the TBR, to the extent permissible by law, the agency shall be entitled to injunctive relief or other equitable relief to prevent a breach or contemplated breach by the Broker of any of the covenants or agreements contained in this Agreement. In the event of breach or threatened breach of this Agreement, Broker agrees to pay all of TBR's court costs and reasonable legal and expenses arising out of an action to enforce the terms and obligations arising under this Agreement.

B. Acknowledgement of enforceability. Broker hereby acknowledges and agrees that the Agreement (a) is supported by independent valuable consideration; (b) contains reasonable limitations as to time and scope of activity prohibited and (c) does not impose a greater restraint than is necessary to protect the good will or other legitimate business interest of TBR.

C. Disputes Between Brokers. If any dispute shall arise between Broker and any other independent broker of TBR, or any applications to or policyholder of TBR, upon any matter whatsoever relating to the business of the Agency, such dispute shall be submitted to TBR as arbitrator and its decision shall be final. Broker shall not litigate any such dispute without the written consent of the agency. In the event of such litigation the entire expenses and damages shall be borne by parties to the dispute and not TBR.

D. Indemnification. The Broker agrees to defend, indemnify and hold harmless TBR against any and all claims (including, but not limited to, reasonable attorney fees incident thereto) which arise out of Broker's actions pursuant to this Agreement, including claims arising out of TBR's own negligence, unless a judicial determination is made that the claims results solely from the negligence of TBR. TBR, reserves the right, at its sole option, to defend any claim and expend such sums as may be necessary, including attorney's fees, and Broker shall immediately reimburse TBR for any such sums.

E. Liability Insurance. Broker agrees that he/she shall carry Errors and Omissions liability insurance covering the Broker and TBR in an amount not less than \$1,000,000 per occurrence while this Agreement is in effect. Broker shall provide written proof of such insurance to TBR upon request.

F. Entire Agreement. This Agreement represents the entire agreement between the parties; there are no other written or oral agreements between the parties.

G. Non-Assignability. Neither this Agreement nor any of the benefits to accrue hereunder shall be assigned or transferred, either in whole or in part, without the written consent of TBR, except as stated in Section 9 [D] hereof.

H. Severability. Each provisions and sub-provisions of the Agreements shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Agreement shall be adjudged to be invalid under applicable law, the remainder of the Agreement shall continue in full force and effect. Should a court of competent jurisdiction declare any of the provisions of this Agreement unenforceable, the parties agree that the court may revise or reconstruct such unenforceable provisions to better effectuate the intent of the parties.

I. Non-Waiver. Forbearance or neglect on the part of TBR to insist upon compliance by the Broker with the terms and provisions of the Agreement and rules and regulations of TBR shall not be construed as or constitute a waiver thereof.

J. Governing Law. This Agreement is subject to and is to be interpreted in accordance with the laws of the State of North Carolina . The parties expressly agree that venue for any action, suit or other proceeding, including non-contract disputes, shall be in Durham, North Carolina.

K. Approval of Application/Consumer Report. Broker may not solicit business under this Agreement until receiving notification from TBR or the Sponsoring Companies that Broker's application has been approved. As a part of the approval process, TBR or the Sponsoring Companies may obtain an investigation consumer report which will contain information regarding Broker's character, general reputation, credit history, personal characteristics and mode of living. Broker hereby authorizes TBR or the Sponsoring Companies to obtain such a report.

**This contract shall take effect as of \_\_\_\_\_, 200\_\_\_\_\_.**

**By \_\_\_\_\_**

**Broker The Brokerage  
Resource Inc. Sam Corey Jr, President**

**Date \_\_\_\_\_ Date \_\_\_\_\_**

**Witness \_\_\_\_\_ Witness \_\_\_\_\_**

### Direct Deposit Authorization

I hereby authorize and request the company (hereinafter referred to as Employer) named above to make payment of any amounts owed to me by initiating credit entries to my account indicated below at the bank named below. I also authorize and request the bank to accept any credit entries initiated by my Employer to such account and to credit the same to such account without responsibility for the correctness thereof. I further authorize and request my Employer to effect repayment to my Employer for amounts owed to it because of prior erroneous credit(s) initiated to my account. It is understood that this agreement may be terminated by me at any time by written notification to my Employer. Any such notification to my Employer shall be effective only with respect to entries initiated by my Employer after receipt of such notification and a reasonable opportunity to act on it. I recognize, acknowledge, and accept that this service is being provided for my convenience. As such, I agree to hold my Employer, E-chx, Inc., each participating bank and National Automated Clearing House Association (NACHA) harmless from any claim incident to the operation of this plan, arising from any act or omission by my Employer or E-chx, Inc. their employees, including without limitation, any claim based on alleged loss as a result of any noncredit of any deposit, and any claim which may be made by any depositor as a result of the rejection of any of his debits because of insufficient funds arising from the failure to credit deposits to his/her account. Savings (Documentation from your financial institution verifying your ABA Routing and Account number is required)

Checking (Attach voided Check to this Page)

**Account Type:**

**Deposit:**

Attach Voided Check to this Page

**Employee Signature      Print Name Date**