



**NOVA is America's choice for HIPAA compliant, guaranteed issue health insurance coverage.**

Dear Miramar Agent,

We are proud to offer you the contracting agreement enclosed.

**Please fax your completed contract to our office at 847-841-3791 OR you may email a scanned copy of your completed contract to [deedee@miramargrp.com](mailto:deedee@miramargrp.com).**

The Miramar Group will send your completed contract to Integrated Insurance Marketing for you!

*IMPORTANT: New business can not be submitted until your AIM appointment paperwork is approved by the home office. Please make sure your paperwork is complete.*

If you need any help, please call us at 888-264-7262.

Sincerely,

The Miramar Group  
P.O. Box 177  
Lake Zurich, IL 60047  
[www.miramargrp.com](http://www.miramargrp.com)



[www.aimhealthplans.com](http://www.aimhealthplans.com)

- Guaranteed Issue Health Insurance -

Contracting Agreement between IIM (Integrated Insurance Marketing), AIM (Association of Independent Managers) and Licensed Insurance Agents & Brokers.

To become contracted with IIM & AIM, complete the attached agreement and be sure to sign the last 2 pages. Send a copy of all State Insurance Licenses where you'd like to be able to offer the policy, copy of E&O and your completed agreement to:

Integrated Insurance Marketing  
3465 S. Arlington Rd. E#154  
Akron, OH 44312

You may also fax contracting to: 1-888-821-4297  
or email [contracting@aimhealthplans.com](mailto:contracting@aimhealthplans.com)

Attention: Contracting

If you need any help, please call us at 1-800-509-3076



## Representative Contract

This representative contract (the contract), executed in duplicate originals as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_ between \_\_\_\_\_ (here in after called “Rep”) and the Association of Independent Managers (here in after referred to as “Association”).

### 1. Appointment and relationship

Association hereby authorizes and appoints “Rep” as an independent contractor, to:

- (1) Solicit applications for membership on the Association. Association benefits may include health care coverage issued by any company under contract with the Association, for the production of business. Rep does not need to be present when taking an application for membership.
- (2) Collect from applicants the first contribution payments (the initial contribution) and the application fee and any other amounts or fees required in connection with the application (the Fees) to be tendered with such applications, and
- (3) Forward all completed applications and corresponding initial contribution and fees to agency for delivery to Association or Companies for approval or rejection.
- (4) The agent shall not induce any policyholder to relinquish, surrender, terminate or lapse a policy or policies with Companies.

Rep shall be free to exercise his or her own judgement as to the persons from who each will solicit applications for membership and as to the time place and methods and means of each solicitation: subject however to the Provisions of this contract. Rep shall have no right to control the person solicited by Rep as to the time, place, method and means of such solicitations. Association and Rep expressly agree the relationship between Association and Rep. Reps shall be of an independent contractor only, and nothing herein shall be construed to create the relationship of principal and agent or employer and employee.

**20 Madison Avenue Valhalla, NY 10595**

Rep shall have no authority to, make, alter, or discharge contracts for the Association or Companies; nor to waive forfeitures, grant permits, quote extra for special risks, make endorsements or bind association or Companies in any way. Rep shall have no authority to incur any expense of liability on behalf of the Association or Companies, and neither Association nor Companies shall be liable for any expenses what so ever incurred by Reps in connection with Reps solicitation of business or otherwise. Reps shall have no authority to make statements, promises or representations to an applicant that any coverage will be issued with a specific effective date.

Association shall periodically issue instructions and procedures of a general nature concerning the performance of this contract and the relationship created between the parties. Rep shall abide by and carry out all such instructions and procedures. Association may also, from time to time, prescribe rules respecting the requirements for eligibility of applicants for coverage, not interfering with the freedom of action of rep, which rules shall be observed and followed by Rep. Association's instructions and procedures may be changed, or altered by Association in its sole discretion, from time to time.

Association and Companies shall use a best effort to process applications solicited and submitted by rep, but under no circumstances shall Association or Companies have any liability for any failure or relay in processing any applications or for declining to issue a policy thereon. With respect to any such policies as may in fact be issued, Association or Companies shall have no obligation to Rep or any other person to issue any such policy with any specific effective date or any specifically requested effective date, it being understood that the effective date of any such policy shall be determined by Association or Companies as the case may be.

By execution of this contract Rep hereby releases Association or Companies or other individual or entity from any and all such claims, demands, or causes of action of whatever nature, whether in contract or in tort, which may be asserted against Association, Companies, other individual or entity, and which arise from Rep's appointments, the investigation into the Rep's background, the furnishing of information by an individual or entity pursuant to such investigation, or the monitoring of Reps business transactions. Rep understands and acknowledges that Association or Companies may at their sole discretion without being liable to Rep, decline to appoint Rep. Rep hereby indemnifies and holds harmless and will reimburse Association for any and all expenses, liabilities and damages, including all attorney fees and court costs, if any that agency may incur as a result of any action or inaction on the part of the Rep.

## **2. Compensation**

Except as otherwise herein provided Rep shall be entitled to and shall receive from Association as full compensation for his of her services under this contract fees based on contributions received by Association on memberships issued on approved applications secured by Rep. Such fees shall be paid as set forth in accordance with the Rep fee schedule as attached to this contract. Upon thirty days written notice to Rep, Association reserves the right at any time and from time to time to increase, decrease or otherwise adjust the fees and or the fee rate set forth in the Rep fee schedule provided however that any such decrease, discontinuance or adjustment shall be effective only for the applications for coverage received by Association after the effective date of such decrease, descendance or adjustment fees shall be paid with the terms and conditions set forth hereafter.

- (a) Rep shall be immediately vested on all personal production and on all override commissions.
- (b) If this contract is terminated by the company or the representative, or should the representative die or become totally disabled (see Section 4) while this contract is in force unless contract is terminated for cause (see Section 4), payment of renewal commission and the deferred first year commissions shall amount to at least \$600.00 each year, commencing with the date of such termination, and in the event said commission shall be less than \$600.00 annually, then no further renewal commission will be paid.
- (c) In the event of death, disability or mental incapacity of Rep (see Section 4), commissions formerly payable to the Rep will be paid, in order to the following survivors: the corporation if fees are being paid to the corporation, the surviving spouse; if no surviving spouse, then to the children; if no surviving children, then to the parents; if no surviving parents, then to the estate of the Rep.

### **3. Confidential Information and Trade Secrets**

Rep may have access to policyholder list of companies during this term of contract. All such lists are confidential trade secrets. Reps shall not disclose directly or indirectly or use any such trade secrets in any way either during the term of this contract or at any time thereafter except as may be required in the performance of this contract or at any other time or at any time thereafter. If there is any breach of this provision then any such fees that may be required and payable to Rep whether now or in the future shall be forfeited.

For a two-year period following termination of this contract Rep is specifically prohibited from:

- (a) Disclosing or making known to any person, firm, organization or other entity. Any names, addresses or telephone numbers or any other information pertaining to any policyholders or customers of the companies and
- (b) Soliciting any employee agent or to the affiliated representative of Association to leave his or her employment or to breach his or her contract with Association.

The above does not apply to Reps who are insurance agents or to insurance agencies.

Should Rep directly or indirectly participate in any of the actions listed above Rep shall be subject to immediate legal action in a competent court of law in Westchester County, New York to prevent further performance of any of the above prohibited activities and shall be liable for all damages caused in the performance of such prohibited activities.

### **4. Termination**

This contract shall terminate automatically upon the occurrence of any on of the following events:

- Breach by Rep of any of the terms and provisions of this contract
- Death, disability or mental incapacity of Rep

- Commitment by Rep of any acts of malfeasance, non-feasance, dishonesty, or illegality
- Termination of Reps appointment by Association
- The business solicited by Rep is deemed unacceptable by the Association acting at their sole and absolute discretion
- If Rep is terminated for cause based upon license revocation or other action taken by an insurance regulatory authority, Rep shall no longer receive compensation thereafter the date of such termination for cause is made.

In addition to the foregoing either party may terminate the contract at any time with or without cause by giving 30 days written notice of termination to the other party.

## **5. Non Waiver of Provision and Severability**

Any failure by agency to insist upon performance of any provisions of this contract shall not be construed as a waiver of such provision or of the right of the Association to require performance of and to enforce all of the terms and provisions of this contract. The invalidity or unenforceability of any provisions of this contract shall not affect the validity of any remaining provision and all remaining provisions shall continue in full force and effect and in no way shall be impaired or invalidated.

## **6. Venue and Applicable Law**

Each party submits to the jurisdiction of the courts of Westchester County, New York for purposes of all legal proceedings arising out of or relating to this contract. This contract shall be construed under and in accordance with the law of the commonwealth of New York

## **7. Agent Website, Email and E-Marketing Agreement**

**1. Information:** Agent agrees to maintain accurate information on the AIM Health Plans' Web site ([aimhealthplans.com](http://aimhealthplans.com)) at all times.

**2. Confidentiality:** Agent is responsible for maintaining the confidentiality and security of account access information, login, password, and all similar information. Agent is entirely responsible for any and all activities that occur under Agent's account. Agent shall notify AIM Health Plans immediately of any unauthorized use of Agent's account or any other breach of security. Agent agrees that AIM Health Plans will not be liable for any loss that Agent may incur as a result of someone else using Agent's Account Access Information, either with or without Agent's knowledge.

**3. Privacy:** Agent agrees to comply with the AIM Health Plan Policies and all HIPAA requirements and maintain the security of all customer information.

**4. Conditions of Use:** As a condition of Agent's use of AIM Health Plans' Software and Services, Agent agree not to use them for any purpose that is unlawful or prohibited by these terms and conditions, is morally objectionable, including any material or activity designed to defame, embarrass, harm, abuse, threaten, slander or harass; or any activity AIM Health Plans deems unethical or objectionable. Agent agrees to comply with any applicable local, state, federal and insurance laws, rules or requirements.

**5. E-mail Authorization and Transmittal of Information:** Agent specifically agrees to permit AIM Health Plans to send information by email, including but not limited to notices from AIM Health Plans to Agent, agent registration information, policy updates, announcements, customer and group enrollments, sales and promotional materials, and any other information relevant to AIM Health Plans' products and services.

Agent shall not send, or permit the sending, of any spam or other unsolicited bulk email which contains the AIM Health Plans URL or any associated URL.

**6. Termination:** AIM Health Plans may immediately terminate any account which it believes, in its sole discretion, has violated any provision of this Agreement

**7. Intellectual Property:** Agent agrees that AIM Health Plans or its licensor holds all rights, title and interest in all Software and Services and all intellectual property, including other rights related to intangible property. Agent understands and agrees that all content and materials contained in this Agreement, the AIM Health Plans Web site, and any affiliated Web sites, are protected by the various copyright, patent, trademark, service mark or its licensor unless otherwise indicated. Agent acknowledges that no title or interest in such Intellectual Property Rights is being transferred to Agent and Agent agrees to make no claim of interest in any such Services or Software.

**8. Representations and Warranties:** Agent hereby represents and warrants that they have the right, power, legal capacity and appropriate authority to enter into this Agreement.

**9. LIMITATION OF LIABILITY:** IN NO EVENT SHALL AIM HEALTH PLANS BE LIABLE TO AGENT OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTIES, EITHER EXPRESS OR IMPLIED, ANY BREACH OF THIS AGREEMENT OR ITS INCORPORATED AGREEMENTS AND POLICIES AGENT'S INABILITY TO USE THE WEBSITE, SOFTWARE OR SERVICES, AGENT'S LOSS OF DATA OR OTHERWISE, EVEN IF AIM HEALTH PLANS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AIM Health Plans expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Website Services are provided on an "As Is" and "As Available" basis. While AIM Health Plans makes every attempt to maintain a secure site with the most accurate information, it makes no warranty that its services will meet Agent's requirements, or that the services will be uninterrupted, timely, secure, or error free, or that defects will be corrected in a specific time frame.

Addendum (B) to Contract:

**Vesting**

Except as otherwise herein provided, Rep shall be entitled to “Day One Vesting” on business written by said Rep or business written through said Rep’s Agency and or down-line. This provision is subject to the terms and conditions set forth in the original contract’s section 4, Termination.

In testimony thereof the parties hereto have caused this contract to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Association of Independent Managers

\_\_\_\_\_  
Signature of Representative

by: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Rep

\_\_\_\_\_  
Print name

To be filled in by your ***Direct Up-line Manager***. This is the person who recruited you to AIM. (Not the agency or business name)

Up Line Manager Name: \_\_\_\_\_

<b>Addendum (A) to Base Contract:</b>	<b>Web Registration - Agent ID#</b> _____ Initial of first name, initial of last name and last 4 digits of social security number.
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First Name:	Last Name:	MI:
Date of Birth:	Social Security #	
Street Address:		
City:	State:	Zip Code:
Telephone:	Business Fax:	
Cell #:		
Business Address:		
City:	State:	Zip Code:
Partnership or Corporate Name:		
Partnership or Corporate ID Number:		
Agent Email Address:		
Pay Commissions to:	<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation

### Commissions

Commissions are based on commissionable premium which is calculated by retail rate minus association dues and administration fees.

Commission is reduced by amounts paid to sub-agents.

Products	1st Yr Comm.	Lifetime Renewals
Select Series (500,1000)	18%	18%
Select Series (2000)	18%	18%
Bronze	15%	15%
Select Series Group (2000)	7%	7%
Select Series Group (500,1000)	7%	7%
Bronze Group	7%	7%
<b>Riders</b>		
\$10K Critical Ill.	Same as base plan	
\$500 Hospital	Same as base plan	
\$5K Accident	Same as base plan	
\$10K Accident	Same as base plan	
<b>Stand Alone</b>		
AIM Rx Card	18%	18%

**Representative**

\_\_\_\_\_

**Signature** **Date**

\_\_\_\_\_

**Print Name**

**Upline Manager:** \_\_\_\_\_

**Insurance Resource Group**

\_\_\_\_\_

**Approved By** **Date**



20 Madison Avenue  
Valhalla, NY 10595

**IRG** would like to offer our brokers the benefit of direct deposit. Please fill out this form and attach a voided check.

If you are interested in taking advantage of direct deposits, please fill in the information below and mail it to:

IRG  
20 Madison Avenue  
Valhalla, NY 10595

or Fax to (914) 428-8080 Attention: Eileen Murray

## Direct Deposit Agreement Form

### Authorization Agreement

I hereby authorize **Insurance Resource Group** to initiate automatic deposits to my account at the financial institution named below. I also authorize **Insurance Resource Group** to make withdrawals from this account in the event that a credit entry is made in error.

Further, I agree not to hold **Insurance Resource Group** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until **Insurance Resource Group** receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form to the Billing Department.

### Account Information

Name of Financial Institution: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Checking

Savings

### Agent Name & Signature

**Print Agent Name & Phone #:** \_\_\_\_\_

Authorized Signature (Primary): **X** \_\_\_\_\_ **Date:** \_\_\_\_\_

Email Address: \_\_\_\_\_ **Date:** \_\_\_\_\_

**Please attach a voided check or deposit slip and return this form to the Billing Department. This is required to complete direct deposit account set-up.**

### Commissionable Dues

		Plan Name	Tier			
			EE/Single	H&W	E+Children	Family
Limited Medical Plans		<b>Bronze</b>	\$114.76	\$166.09	\$156.72	\$198.88
		<b>Select 500</b>	\$173.93	\$271.74	\$253.90	\$334.17
		<b>Select 1000</b>	\$262.84	\$446.14	\$411.21	\$568.41
		<b>Select 2000</b>	\$343.77	\$662.78	\$603.30	\$870.90
Riders		<b>Critical Illness \$10,000</b>	\$25.83	\$45.62	\$25.83	\$45.62
		<b>\$500 Hospital</b>	\$34.83	\$58.10	\$81.38	\$81.38
	Accident	<b>\$5,000.00</b>	\$18.97	\$18.97	\$18.97	\$18.97
		<b>\$10,000.00</b>	\$28.45	\$28.45	\$28.45	\$28.45
Stand Alone Plans		<b>AIM Rx Card</b>	\$9.03	\$14.80	\$19.18	-NA-
		<b>Critical Illness \$10,000</b>	\$23.82	\$43.02	\$46.09	-NA-
		<b>\$500 Hospital</b>	\$34.57	\$56.71	\$74.57	-NA-
		<b>AIM Xtra \$500H/\$25K</b>	\$79.15	\$145.76	\$168.77	-NA-
	Accident	<b>\$5,000.00</b>	\$20.62	\$20.62	\$20.62	-NA-
		<b>\$10,000.00</b>	\$26.77	\$26.77	\$26.77	-NA-
	HSA Bridge	<b>\$5,000</b>	\$31.14	\$40.74	\$40.74	-NA-
		<b>\$10,000</b>	\$48.43	\$67.63	\$67.63	-NA-

**Commission Time Table:** (2 Commission Statements per month; on the 15th & 30th of the month if weekend the Friday before)

**New Business Commissions:**

Policies with an Effective Start Date of the 1st of the month are paid on the 30th of the month that the Policy is in effect.

ex. Policy has a January 1st Effective Date = Commission is Paid on January 30th.

**Renewal Commission:**

Policies with an Effective Start Date of the 1st of the month are paid on the 30th of the coverage month.

**Important Note:** If you write a policy in June that has an Effective coverage date of August 1st for example, your first commission will be paid on August 30th.