



**Peek Performance, Inc.**  
**4115 East North Street**  
**Greenville SC 29615**  
**864-228-2635 Office**  
**800-539-1021 Fax**  
**clayp@ppisales.info**  
**[www.peakperformanceinsurance.com](http://www.peakperformanceinsurance.com)**

## **Advicare**

Name: \_\_\_\_\_

Immediate Upline: \_\_\_\_\_

States Licensed to sell in: \_\_\_\_\_

Please attach all licenses, current E/O certificate, voided check, release letter and/or release letter of explanation (for bankruptcy, vector, SLED explanation etc.) and fax back to 919-367-4247 or email to [phil@medicaresupplementcontracting.com](mailto:phil@medicaresupplementcontracting.com)

**\*Be sure to check and complete all pages that require information and signatures\***

**Pages: 2, 21-23, 28-30, 34-35, 37, 38, 40-41, 48 and W9**

## 2014 PRODUCER AGREEMENT

**THIS PRODUCER AGREEMENT** (“Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ (“Effective date”) by and between Peek Performance Inc/PPI a corporation (hereinafter referred to as the TMO/Third Party Marketing Organization) and \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter referred to as “Producer”). For purposes of this Agreement, TMO and Producer are sometimes collectively referred to as “parties” and individually as “party.” This agreement is for the express purpose of the Agent to be authorized to offer a Medicare/Medicaid Dual Eligible Plans (MMP) through Advicare Corp. (hereinafter referred to as “Company”).

### RECITALS

**WHEREAS**, the Company desires to market the Company's MMP;

**WHEREAS**, the Company has contracted with PEEK PERFORMANCE INC., who may utilize their network of Producers to market the Company's MMP to potential enrollees of the Company, and;

**WHEREAS**, TMO and Producer enter into this Agreement in order to set forth the terms and conditions under which Company shall appoint Producer to market Company's MMP and make payments of commissions to Producer via the TMO:

**NOW, THEREFORE**, in consideration of the covenants, promises, representations and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

### ARTICLE I – DEFINITIONS

- 1.1 CAP. Corrective Action Plan.
- 1.2 CMS. Centers for Medicare & Medicaid Services.
- 1.3 Commission(s). Fixed payment(s) to Producer made in accordance with this Agreement and Attachment A for each Member application written by Producer. The term “Commission” collectively refers to Initial Compensation and Renewal Compensation, unless otherwise specified.
- 1.4 Compensation. Any monetary or non-monetary remuneration of any kind, including bonuses, Commissions, gifts, prizes, awards and finder's fees, relating to the marketing and sales of a Company plan. Compensation is designated as either Initial or Renewal compensation as defined herein. Any Compensation offered to Producer shall be described and paid in accordance with Attachment A.
- 1.5 DFS. Department of Financial Services.
- 1.6 GSA. US General Services Administration.
- 1.7 HIPAA. Health Insurance Portability & Accountability Act of 1996.
- 1.8 Initial Compensation. Compensation offered for the beneficiary's initial year of enrollment in plan. Initial Compensation shall be paid in accordance with this Agreement and Attachment A.
- 1.9 Member. An eligible MMP beneficiary who is enrolled in a Company plan.
- 1.10 OIG. Office of Inspector General.
- 1.11 OIR. Offices of Insurance Regulation.

**Producer hereby acknowledges that he/she has read and understood all parts of this Agreement including all relevant attachments.**

**I, \_\_\_\_\_, have had the opportunity to thoroughly read and analyze this Agreement. I fully understand all the terms and conditions and agree to them without reservation.**

IN WITNESS WHEREOF, Company/TMO and the Producer have executed this Agreement as of the date first written above

**PEEK PERFORMANCE INC.:**

Name: Donald C. Peek

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

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

**PRODUCER:**

Name: \_\_\_\_\_

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

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

**ATTACHMENT A**

**SCHEDULE OF COMPENSATION  
2015**

South Carolina Advicare				
*For Sale of MMP Plan and accompanying "Assessment"		Initial Year on Company Plan	Renewal Compensation Year 1 (Plan to Plan, Like Plan Changes)	Yearly Renewal Compensation (to be received every year so long as the member remains on Company plan or upon the happening of any other event specified in 4.3 of Agreement)
All Counties in SC	All Plans	\$408.00	\$204.00	\$204.00

**Other Terms and Considerations:**

- (1) "Initial Year" and "Renewal Year" shall be defined as per CMS regulations.
  - (2) "Initial Compensation" and "Renewal Compensation" are defined and paid in accordance with CMS guidelines:
    - Initial Compensation is offered for a beneficiary's initial year of enrollment in a plan.
    - Renewal Compensation is paid yearly following a beneficiary's initial year of enrollment in a plan. Renewal Compensation is also paid when a beneficiary enrolls in a different plan but one that is a "like-plan type" (i.e., MA-PD to MA-PD) following the initial year of enrollment.
- Note:** Renewal compensation will apply whether or not the new enrollment is in a plan offered by the same or a new (receiving) organization, (e.g., the member moves to a different plan within the same parent organization). Renewal compensation shall cease at such time that the Member is no longer on a Company plan or upon the occurrence of any other event specified in Section 4.3 of the Agreement.
- (3) Rates on the Attachment apply to the 2015 policy effective date.
  - (4) This Schedule of Commission is subject to revision or denial by CMS.
  - (5) CMS will periodically notify plans of 2015 enrollments that qualify as Initial Year enrollments, in which case Producer will receive additional payment for the differences between Initial Compensation rates and Renewal Compensation rates.

**PEEK PERFORMANCE INC.:**

Name: Donald C. Peek

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

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

**PRODUCER:**

Name: \_\_\_\_\_

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

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

## ATTACHMENT B

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between \_\_\_\_\_ with its principal office at

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(“The Business Associate”) and Peek Performance Inc. with its principal office at 4115 East North Street, Greenville, SC 29615

**WHEREAS**, the United States Department of Health and Human Services has recently modified certain standards relating to the privacy of Protected Health Information (the “Privacy Rule”) which standards implement the privacy requirements of the Health Insurance Portability and Accountability Act of 1996; and

**WHEREAS**, in order to comply with the Privacy Rule, Business Associate must agree to certain provisions contained in this Agreement regarding the use and disclosure of Personal Health Information (“PHI”);

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

#### **I. DEFINITIONS:**

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule and HITECH Act.

- a. Covered Entity. "Covered Entity" shall mean Peek Performance Inc.
- b. HITECH Act. “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act (specifically Subpart D), enacted as part of the American Recovery and Reinvestment Act of 2009 and signed into law on February 17, 2009
- c. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- d. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- e. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- f. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

under this Agreement and/or the Privacy Standards.

This Agreement is in effect as of the last date of signature below.

Agent: \_\_\_\_\_

Peek Performance Inc:

X \_\_\_\_\_

X \_\_\_\_\_

Donald Clayton Peek, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT C**

**PEEK PERFORMANCE INSURANCE CONFLICT OF INTEREST AND AGENT CODE OF CONDUCT**

**PEEK PERFORMANCE INSURANCE CONFLICT OF INTEREST**

It is the goal of Peek Performance Insurance to provide accurate and appropriate information for health insurance choices and related services to our clients in an industry that is extremely ethically sensitive. Every service we provide to our clients requires confidentiality, sound judgment and the assurance that no conflict of interest exists. All PPI agents are expected to adhere to a high standard of ethics. You are personally responsible for performing your duties with the very highest sense of integrity, which includes providing the most suitable product to meet each beneficiary's needs.

Peek Performance Insurance requires every agent to complete an annual conflict of interest statement as an act of disclosure of potential conflicts as required by our affiliation with health/insurance plans regulated by government contracts. All affiliated agents, brokers and agency employees are required to participate in compliance training and disclose any conflicts of interest upon initial contracting/hire and annually thereafter, or as personal circumstances change.

Peek Performance Insurance agents, brokers and employees should avoid situations in which personal interests could conflict, or reasonably appear to conflict, with the interests of the Peek Performance Insurance or our clients by avoiding any outside financial interest that might influence, or appear to influence, selling decisions or actions. Such interests include a personal or family interest in an enterprise that has business relations with, or competes directly against, Peek Performance Insurance or companies that we contract with.

**Please indicate "yes" or "no" and provide an explanation for all "yes" answers in the disclosures section below.**

**Yes    No**

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Do you or any relative or member of your immediate household have management, decision-making, consulting, or other relationships with, or have worked for an insurance company or healthcare provider in the past three years?                         |
| <input type="checkbox"/> | <input type="checkbox"/> | Are you, or member of your immediate family, involved in employment or activities that would have a negative impact on the performance of your contract, conflict with your obligations, or negatively impact the agency's reputation in the community? |
| <input type="checkbox"/> | <input type="checkbox"/> | Do you, or any member of your immediate family, have a financial interest or business relationship with any entity that is a competitor of or with whom we have a contractual relationship with?  |
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever promoted products that are not in the best interest of your client solely to receive compensation?  |

**Disclosures:** Please explain any potential conflict of interest:

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I hereby certify that I have read and understand this policy and all the information I have provided is correct and true to the best of my knowledge. I understand that incomplete or incorrect information given by me may result in disciplinary action up to and including termination from Peek Performance Insurance.

Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Print Name

All agents, brokers and agency personnel are required to complete an annual Conflict of Interest disclosure form. This form must be submitted at a specific time each year, to be determined by the Peek Performance Insurance. This form is to be filled out completely and accurately, and submitted prior to the mandated deadline. If during the year there is a new situation regarding potential conflicts of interest, a new updated form should be submitted within 30 days of the change. Failure to complete the Conflict of Interest disclosure form in an accurate and timely manner will be grounds for disciplinary action, up to and including termination of the contract/employment with the Peek Performance Insurance.

## **Peek Performance Insurance Agency Agreement**

### Commitment to the Client:

As agreed in the Conflict of Interest, Code of Conduct and Compliance documents, all PPI agents commit to do their best to offer sound and appropriate insurance solutions that would benefit their prospects and clients.

### Commitment to High Standards

Informed by insurance company and PPI guidelines, all PPI agents agree to utilize all best practices and to maintain standards of excellence and prudence when communicating with clients and prospects. PPI agents understand that part of the responsibility that they owe to the insurance company is to engage in appropriate marketing and to understanding that each insurance company may impose minimum sales standards as a condition of ongoing appointment.

### Agent/Agency Commitment

Since Peek Performance, Inc. is also committed to the success of our agents and to providing guidance in the area of compliance and marketing, both PPI and each agent, as indicated by their signatures below, agree to maintain this agreement and contracting relationship until 12-31-2015. This agreement supersedes all previous agreements oral or written. All PPI agents understand and agree that PPI may, from time to time, require documentation of certification, applications, Scopes of Appointment, etc., and responses to any alleged marketing infractions. Agents also understand that PPI may be required to provide additional training, marketing restriction or even termination if a serious marketing infraction occurs. It is always the desire of PPI to assist each agent toward success and to work on means to create a positive and successful marketing experience.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Clay Peek, President, Peek Performance, Inc.

\_\_\_\_\_  
Date

## **HIPAA/Compliance Attestation**

I hereby attest that I have received, read, and fully understand the Agency Commitment to Compliance and Code of Conduct.

**Agent or Employee ID:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
(print)

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\*\*\* PLEASE PRINT CLEARLY \*\*\*

Name (First) \_\_\_\_\_ (Middle) \_\_\_\_\_ (Last) \_\_\_\_\_

List any other name used in the last 7 years (*Maiden name*)

\_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_ County \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Gender: Male or Female Race: \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of Birth \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Month / Day / Year

**Applicant Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

I agree that a facsimile ("fax") or photographic copy of this Authorization shall be as valid as the original





Peek Performance, Inc.  
4115 East North Street Ste. 201  
Greenville, SC 29615  
864-228-2635 Office  
800-539-1021 Fax

### **Peek Performance Inc. / PPI Agent - ADVICARE Agreement**

THIS Contract sets out the complete agreement by and between PEEK PERFORMANCE INSURANCE, INC. of Greenville, SC, herein called "PPI", and \_\_\_\_\_ herein called "Agent," specifically regarding their relationship regarding the selling of any ADVICARE product. By signing this PPI Agent Agreement, the Agent agrees to be bound by it, and any similarly executed addendums, attachments, or schedules that may be executed and made a part of this Contract. PPI expects to maintain agreements for services with insurance companies, herein called "COs" which are necessary to enable you to solicit applications for insurance. The Agent understands that in order to be granted access to Insurance Technology and Quoting Tool(s) and PPI Training/Marketing, as provided by PPI or other affiliated agencies/organizations, that this Agreement must be signed. WHEREIN IT IS MUTAULLY AGREED UPON AS FOLLOWS:

#### **APPOINTMENT**

PPI hereby appoints the Agent to act on its behalf and be a representative of PPI only to the extent authorized herein. The Agent agrees that PPI or COs, as a condition of such appointment, may periodically at their discretion complete an investigative report, including information regarding character, credit/income, reputation, and general health as set forth under the FAIR CREDIT REPORTING ACT.

#### **RELATIONSHIP**

The Agent's relationship to PPI is that of an Independent Contractor and nothing contained herein shall be construed as creating the relationship of employer and employee between PPI and the Agent. The Agent shall be free to exercise his own judgment as to the time, place and manner in which to perform the services authorized under this Contract. No authority shall be implied from the authority expressly granted.

#### **LIMITATION OF AUTHORITY**

Except as expressly provided herein, the Agent or sub-agent shall have no authority, expressed or implied, actual or apparent, to act or fail to act or do anything whatsoever on behalf of PPI. The foregoing limitation of authority includes, but is not limited to the Agent and sub-agent not being authorized to (i) make any contract or incur any debt in the name or on behalf of PPI; (ii) make, modify or amend any application for insurance or any policy of insurance; (iii) extend or modify the time for making any payment which may become due on any policy; (iv) waive, alter, modify or amend any of PPI's rights, privileges or obligation under its policies or applications; (v) collect or receive premiums other than the initial premiums with applications for insurance; (vi) institute any type of administrative or legal proceedings in the name or on behalf of PPI for any cause or reason; or (vii) make any misrepresentations, promises or agreements on behalf of PPI. No act, forbearance or neglect on the part

**IN WITNESS WHEREOF**, this Contract is execute in duplicate this \_\_\_\_\_ day of \_\_\_\_\_  
(month), \_\_\_\_\_ (year), and when approved by an authorized officer of PEEK PERFORMANCE  
INSURANCE, INC., shall be effective for all purposes as of the aforesaid date.

Agent's Signature: \_\_\_\_\_

Print Agent's Name: \_\_\_\_\_

PPI Authorized Signature: \_\_\_\_\_

**PERSONAL GUARANTY IF AGENT IS NOT SOLE PROPRIETOR**

To induce PEEK PERFORMANCE INSURANCE, INC. to execute this Contract and in consideration  
therefore, the undersigned does hereby unconditionally guarantee performance by the legal entity and  
its Agents under this Contract. The undersigned waives all notices with respect to this Guaranty,  
including notice of any failure of the legal entity and its Agents to perform its obligations under this  
Contract or to pay when due any amount due hereunder. This Guaranty is unconditional and absolute.

Personal Guaranty Signature: \_\_\_\_\_ (L.S.)

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	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)		

<b>Part I Taxpayer Identification Number (TIN)</b>																																					
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																					
<b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="margin: 0 auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr> <td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td> </tr> </table> <table border="1" style="margin: 0 auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr> <td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td> </tr> </table>	Social security number																		Employer identification number																	
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<b>Part II Certification</b>
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.
<b>Certification instructions.</b> 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 3.

<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.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**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, payments made to you in settlement of payment card and third party network transactions, 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:

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

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.