

National Insurance Benefit Coordinators, Inc.

Appointment Instructions for

Delta Dental

Please complete the following:

1. _____ **Request for Appointment:** Complete and sign.
2. _____ **Agent Fee Agreement:** Complete and sign.
3. _____ **W-9:** Complete and sign.
4. _____ **State License:** Please provide a copy of your resident state license and any non-resident licenses for the states you wish to be appointed in.

Once all information has been completed you can fax the attached information to 501-372-2221 or e-mail to karen@nibconline.com .

If you have any questions please call us at 501-372-4800.

National Insurance Benefit Coordinators, Inc.

112 Smart House Way
North Little Rock, AR 72114
(501) 372-4800 phone
(501) 372-2221 fax

REQUEST FOR APPOINTMENT WITH DELTA DENTAL

Please answer all of the following questions and return to DDPAR for processing.

Name: _____
(we must have your full name, including your middle name)

Home Address: _____

City, State, Zip: _____

Phone Number: _____ SSN: _____

Business Address: _____

City, State, Zip: _____

Business Phone #: _____ Business Fax #: _____

Do you have an Arkansas Disability license? _____ Yes _____ No

How long have you been licensed? _____

Is this your first appointment within the State of Arkansas? _____ Yes _____ No

Do you work alone? _____ Or with an Agency? _____

Has your license ever been suspended? _____ Yes _____ No

Must commissions be paid to an Agency? _____ Yes _____ No
If yes, please give Tax ID # _____

Agency Name: _____

Agency Mailing Address: _____

City, State, Zip: _____

Agency Phone #: _____ Fax #: _____

Email Address: _____

List names & SSN of all agents in agency licensed for Disability

Two References (Business or Personal)

Name: _____

Name: _____

Address: _____

Address: _____

City: _____

City: _____

Phone #: _____

Phone #: _____

Signature _____ Date _____



Agent Fee Agreement

This Agent Fee Agreement (Agreement) is made effective this 1st day of _____, 2007 between Delta Dental of Arkansas (DDAR), an Arkansas-based, non-profit corporation, and _____, (Agent). DDAR is designed to facilitate the provision of dental care by dentist to patient, and the undersigned Agent desires to sell the dental benefits being made available through DDAR.

In consideration of the mutual agreements set forth in this Agent Fee Agreement, the Schedule of Commissions, and any necessary Addendums, the parties agree as follows:

1) **APPOINTMENT OF AGENT**

- a) **Authorization.** DDAR hereby authorizes Agent, while properly licensed as an insurance agent for health benefit coverages, to place such business on behalf of DDAR. Applications submitted will conform to DDAR's applicable underwriting regulations and other pertinent rules and regulations, as amended from time to time. No coverage will be effective until applications are approved by DDAR. Agent has a duty to verify all information on the applications and to notify DDAR of any changes in information submitted on the applications. DDAR may, at its sole discretion, suspend or withdraw all or any part of the Agent's authority as expressly described herein or as exists by virtue of the operation of this Agreement, at any time by providing written notice to the Agent. Said notice shall state the reason(s) for suspension or withdrawal, the term of the suspension or withdrawal, and the requirement(s) with which the Agent must comply for authority to be reinstated.
- b) **Duties of Agent.** As an Agent of DDAR, you have the ongoing responsibility to maintain reasonable contact with the groups you represent on DDAR's behalf. It is expected that groups receive all information in a timely manner. Examples of such information are as follows:
 - 1) Deliver new group package(s) and forward all necessary information to DDAR.
 - 2) Educate group administrator(s) on DDAR's policies and underwriting guidelines.
 - 3) Assist with enrollment of group(s).
 - 4) Aid in resolution of group billing issue(s).
 - 5) Deliver renewal packages to group(s) upon their receipt and educate group administrator(s) to the specifics of their renewal(s).As the liaison between DDAR and group(s), it is also your duty to assist with group retention.
- c) **License, Taxes, Indemnification, and Insurance.**
 - 1) Agent certifies that he/she is duly licensed in the State of Arkansas and that such license is current and in good standing. In the event the Agent's license terminates, expires, or is suspended or revoked, Agent agrees to notify DDAR within ten (10) days after the date of such action. For the term of this Agreement, Agent shall obtain and keep in full force and effect any and all licenses required by the State of Arkansas in connection with the performance of duties under this Agreement and agrees to conform to any and all laws of the state or local laws or regulations. Agent shall immediately forward to DDAR all complaints and inquiries from the Arkansas Insurance Department, public officials, or members of the general public which relate to DDAR.
 - 2) Subject to the terms and conditions of this Agreement, including any supplements, amendments, or addenda hereto, the Agent is retained by DDAR only for the purposes and to the extent set forth in this Agreement. The Parties intend that this Agreement create an independent contractor relationship between them. Therefore, the Agent's

relationship to DDAR shall, during the period of services hereunder, be that of an independent contractor. Agent shall not be considered under the provisions of this Agreement as having an employee status or being entitled to participate in any plans, arrangements, or distributions by DDAR pertaining to or in connection with any pension or welfare benefit plans or similar benefits for DDAR's regular employees. Agent shall indemnify and hold harmless DDAR from all liability from income, self-employment, unemployment, and any and all other taxes and levies upon the business of Agent.

- 3) Agent shall indemnify and hold harmless from any and all claims, liability, costs, expenses (including reasonable attorney's fees, court costs, and costs of appeal), damages, or losses occurring by reason of a breach by Agent of any of his/her obligations described in this Agreement or any action of or failure to act by the Agent either under this Agreement or in connection with the purchase of any benefit or insurance program by Agent's client(s).

2) COMPENSATION

- a) Commissions shall be paid to the Agent with respect to contracts for group coverage (Groups), including a Group contract issued to an association, procured through the Agent so long as this Agreement and the Group contract are in effect, all required premiums have been received by DDAR, and the Agent:
 - 1) Is in compliance with all terms and conditions of this Agreement and DDAR's procedures.
 - 2) Meets any production requirements set by the company.
 - 3) Is continuously and actively engaged as an Agent in the insurance business.
 - 4) Is recognized by the Group on the effective date of the Group contract (or renewal thereof) as the Agent of Record.

No commission shall be paid on any Group contract for which premium has not been rated to include commissions or compensation. Attached and made part of this Agent Fee Agreement, you will find a Group Commission Schedule.
- b) The initial Agent of Record designation must be made on the Group Application. Any change by the Group that results in a new Agent of Record will be recognized for the purpose of commission payment the 1st of the month following the receipt of any Agent of Record letter that meets the following criteria:
 - 1) Is on letterhead or other appropriate stationary.
 - 2) Is dated.
 - 3) Clearly designates by name the Agent to receive compensation and specifically rescinds by name all previous Agent designations.
 - 4) Is signed by an appropriate authorized representative of the Group.

The Agent shall cooperate with DDAR in effecting any change of Agent requested by any Group contracting with DDAR without any disruption of service to the Group. The Agent shall provide to the Group or to DDAR any copies of such records as may be necessary to effect such changes. Records, data, or information maintained by DDAR in connection with coverage under any contract shall at all times remain the property of DDAR.
- c) Commissions shall not be payable on any premium waived which waiver shall be at the sole discretion of DDAR or any administration charge, late charge, or interest accumulation arising from due and payable premiums.
- d) DDAR shall have the right to cancel, terminate, or alter the coverage under any contract executed with a Group according to the terms of said contract. Both during and after the termination of this Agreement, the Agent shall reimburse DDAR promptly (but in no event later than 30 days from demand) either by payment to DDAR or charge against the Agent's account for commissions paid to the Agent with respect to business written which for any reason is canceled, non-renewed, rescinded, or retroactively terminated provided the company

will give the Agent timely notice of such cancellations, non-renewals, or rescissions of terminations.

3) GENERAL TERMS AND CONDITIONS

- a) **Indebtedness of the Agent.** DDAR will have a first lien on all commissions payable hereunder for any debt due from the Agent to DDAR. DDAR may at any time deduct or set off from any monies payable under this Agreement, or from any other source any such debts due at any time from the Agent or to recover commission payments made in error. This lien and right of set off shall not be extinguished by the termination of this Agreement.
- b) **Unauthorized Acts.** The Agent is without authority to do or perform and expressly agrees not to do or perform the following acts on behalf of DDAR:
 - 1) Incur any indebtedness or liability.
 - 2) Make, alter, or discharge contracts.
 - 3) Quote rates other than as quoted by DDAR.
 - 4) Waive payment or extend the time for payment of any premium.
 - 5) Bind coverage.In addition the Agent agrees not to:
 - 6) Violate any insurance law or regulation.
 - 7) Create communication material or forms without DDAR's expressed, written permission.
 - 8) Withhold any monies or property of DDAR's.
 - 9) Rebate or offer to rebate all or any part of a premium or contract coverage issued by the company.
 - 10) Employ or make use of any advertisements, binders, endorsements, or any other materials not provided by DDAR that include the Delta name, corporate symbols, or registered marks of Delta without express prior written consent of DDAR.
 - 11) Refuse to return, upon request, any printed matter, applications, sales literature, and other written material which DDAR may furnish Agent, and which shall remain the property of DDAR, subject at all times to its control and returnable upon demand.
 - 12) Disclose or permit to be disclosed by Agent, its employee(s), representative(s), successor(s), underwriting, claims, actuarial, rating, financial materials/information or any other information which DDAR considers to be confidential and/or proprietary and which the Agent has obtained by reason of its association with DDAR. This includes DDAR's provider Maximum Plan Allowance (MPA) fees. The Agent further agrees to extend his/her best efforts to contain all such materials/information within his/her office premises. The confidentiality of such materials/information may be waived only by DDAR sending prior written notice to the Agent.
- c) **Expenses.** The Agent shall be responsible for the payment of all expenses incurred pursuant to the exercise of any duties hereunder unless and until the reimbursement of such expenses has been first expressly authorized in writing by DDAR.
- d) **Billing.** All individuals and groups shall be billed directly by DDAR and not through the Agent or other intermediary unless other billing arrangements are agreed to by both DDAR and Agent.
- e) **Settlement for the Company.** The Agent has no right to receive monies for or on behalf of DDAR, except the initial premium on benefit coverages solicited by Agent, which initial premium shall be forwarded to DDAR promptly (but in no event later than ten days from the receipt by Agent). All monies received by the Agent for or on behalf of DDAR shall be received by the Agent as an agent of the proposed insured or Group in a fiduciary capacity, and immediately forwarded to the company.
- f) **Records and Reports.** Agent shall forward to DDAR promptly (but in no event later than ten days from the receipt by Agent of completed application) all original applications and all original attachments thereto necessary to effect coverage. This provision shall survive the termination of this Agreement.

- g) **Waiver.** Failure by DDAR to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed to be a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any right or power hereunder at any time constitute a course of conduct or be deemed a waiver or relinquishment of any further such rights or powers. No waiver shall be valid unless and until in writing and signed by a senior officer of DDAR.
 - h) **Amendment and Assignment.** DDAR may at any time amend the terms of this Agreement, including Commission Schedules (nevertheless, an amendment to the Commission Schedules applicable to the renewal of Group contracts shall apply to the renewals occurring subsequent to the effective date of such amendment) and each new Commission Schedule shall become part of this Agreement and shall apply to all commissions paid after the effective date of said amendment. DDAR will provide the Agent with written notice 60 days in advance of the effective date(s) of any such amendment(s). No modification or amendment to the Agreement or assignment, transfer or disposal of any interest that the Agent may have under this Agreement shall be binding upon DDAR at any time unless and until approved in writing by a senior officer of DDAR. This Agreement shall inure to any successor(s) in interest of DDAR.
 - i) **Termination.** This Agreement may be terminated at any time by either party by a 30 day notice in writing, provided, however, this Agreement shall terminate immediately upon written notice by DDAR to the Agent if DDAR has reason to believe the Agent has committed fraud or misrepresentations or breached any provision of this Agreement. In addition, the authority of the Agent shall be immediately terminated without notice by the death or dissolution of the Agent, the violation of paragraph 3(b) hereof, or if the license granted to the Agent is suspended, canceled, or revoked at any time. Upon the termination of this Agreement, the Agent shall immediately pay in cash all sums due hereunder and shall immediately deliver to DDAR all materials furnished to the Agent by DDAR and any rate books, letters, forms, records, supplies, or any other materials related to the business of DDAR.
 - j) **Construction and Notices.** This Agreement is made and executed in the State of Arkansas and shall be enforced in accordance with the laws of the State of Arkansas. If any part of this Agreement is held void for any reason determined to be legally unenforceable, then such part shall be considered deleted to the extent necessary to avoid such prohibition and render the balance of the Agreement valid. All notices provided for under this Agreement shall, at the option of the sender, be either personally served upon the party to whom such notice is directed, or shall be mailed using certified mail with return receipt requested to the party to whom it was directed, and such notice shall constitute full and adequate notice on the date notice is received by the party to whom it is directed.
 - k) **Entire Agreement.** This Agreement supercedes any and all prior agreements, contracts, and understandings between the parties and shall govern all existing business between Agent and DDAR.
 - l) **Headings.** The headings of this Agreement are inserted for reference purposes only and are not restrictive as to content.
- 4) Whereas the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations, as amended from time to time (HIPAA) require that contracts between covered entities and entities known as trading partners, business associates, and chain of trust partners comply with enumerated standards and requirements.

Whereas the Agent is a business associate of DDAR.

Whereas, the purpose of this article is to satisfy the HIPAA standards and requirements.

Now therefore, in consideration of the mutual promises below, employer and DDAR agree as follows:

- a) Protected Health Information (PHI) shall have the same meaning as defined in HIPAA and shall apply to those individuals who are eligible and/or enrolled in DDAR's dental benefits programs.
- b) Agent, its directors, officers, employees contractors, and agents shall use and/or disclose PHI received by agent solely in accordance with payment activities and health care operations as defined under HIPAA.
- c) Agent shall not, and shall ensure that its directors, officers, employees, contractors, and agents do not use or further disclose PHI in any manner except as permitted or required by this Agreement or by law.
- d) Agent agrees that it will implement all appropriate safeguards to prevent its use or disclosure of PHI other than as set forth in this Agreement.
- e) Agent shall, as soon as possible after becoming aware of an actual or suspected disclosure of PHI in violation of this Agreement by Agent, its officers, directors, employees, contractors, or agents report any such disclosure to DDAR. Agent shall take prompt corrective action to cure any deficiencies that caused the unauthorized use or disclosure.
- f) Agent shall ensure that any agent or contractor that will have access to PHI from an Agent agrees to be bound by the same restrictions, terms, and conditions that apply to Agent pursuant to this Agreement.
- g) Agent agrees to make its internal practices, books, and records relating to the storage of PHI available to the Secretary of Health and Human Services for purposes of determining DDAR's and Agent's compliance with this Agreement and HIPAA privacy standards.
- h) In the event of any termination of this Agreement, Agent shall return or destroy all PHI that Agent still maintains in any form and shall retain no copies. If return or destruction is not feasible, Agent shall continue to protect the confidentiality of PHI as required by this Agreement and limit any use or disclosure of PHI to those purposes that make the return or destruction of PHI infeasible.
- i) DDAR and Agent agree to amend this Agreement as necessary to comply with federal or state laws or regulations relating to the administrative simplification provisions of HIPAA.

By: _____
Delta Dental of Arkansas

By: _____
Agent

Date: _____

Date: _____

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	
	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"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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.

Social security number								
or								
Employer identification number								

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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. person (including a U.S. resident alien).

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.)

Sign Here	Signature of U.S. person ▶	Date ▶
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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.

U.S. person. 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.

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.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.