

Multiflex Dental Contracting Instructions

❖ **Documentation to be submitted:**

- Multiflex Dental Agent/Producer Agreement
- EFT Form/voided check - REQUIRED
- W-9
- E&O Insurance
- Applicable license(s)

❖ **Forward documentation to:**

- Mailing Address:
DEL AMO INSURANCE
PO Box 910
Harbor City, California 90710-0910

Questions? Call 310-534-3444

Once your contracting has been approved you will be issued a customized link to the Multiflex Dental website where you will then be able to run quotes and enroll clients.



MULTIFLEX DENTAL AGENT/PRODUCER AGREEMENT

This Agreement is entered into this ___ day of _____, 20___, by and between Merchants Benefit Administration, Inc. ("MBA, Inc."), an Arizona Corporation located at 15974 N. 77th St Suite 102, Scottsdale, AZ 85260 and _____ (hereinafter referred to as Agent).

Agent Information: (Please print or type clearly)

| | | |
|---------------------|--------------------------------|---------------------------------|
| Pay to (Check One): | Agent <input type="checkbox"/> | Agency <input type="checkbox"/> |
| Name: | | |
| Contact: | | |
| Street Address: | | |
| City: | | |
| State: | | |
| Zip: | | |
| Telephone Number: | | |
| Fax Number: | | |
| EMAIL: | | |
| Federal Tax ID | | |
| SSN: | | |
| Birthdate: | | |
| E & O Carrier: | | |
| E & O Exp. Date | | |
| Coverage Amt.: | | |
| Deductible Amt.: | | |
| General Agent: | | |

Required Documentation:

1. License(s): Agent shall provide and maintain current Agent/Agency license(s) for any state in which Agent wishes to sell Multiflex Dental.
2. E&O declaration page: Agent shall provide and maintain Errors & Omissions (professional liability) insurance coverage in the amount of One Million Dollars per claim with a One Million Dollar aggregate and a deductible no greater than \$25,000. Agent shall provide current declarations pages for such coverage to MBA, Inc. on a yearly basis or as requested by MBA, Inc. Further, Agent shall promptly notify MBA, Inc. in the event that such Errors & Omissions coverage is terminated.
3. W-9: all commissions will be paid based on the information provided on the W-9 and must match the name listed on the license and E&O declaration page.

RECITALS

WHEREAS, MBA, Inc. has been authorized by various insurance companies to administer, market and distribute products covered under this Agreement;

WHEREAS, MBA, Inc. is interested in contracting with Agent for assistance with preparation of proposals for clients of the Agent, and assistance with servicing individual insurance plans/programs covered by this Agreement; and

WHEREAS, Agent is interested in contracting with MBA, Inc. under the terms and conditions contained in this Agreement.

NOW THEREFORE, the parties hereto, based upon the mutual promises and representations contained herein, agree to the following terms and conditions:

I. **Agent Responsibilities:**

A. **Agent Administration:**

1. Agent shall provide prompt service to those participants participating in insurance programs offered through MBA, Inc. for which Agent is being paid commissions under this Agreement. Agent shall cooperate fully with MBA, Inc. to ensure prompt and courteous service to participant.
2. Agent shall provide additional services as necessary to ensure the efficient administration of policies issued through MBA, Inc. and as reasonably requested by MBA, Inc. or insurance carriers.

B. **Indemnification and Premium Refund:**

1. Each party (the "Indemnifying Party") will defend and indemnify the other party (the "Indemnified Party") from and against liability, including the costs of defense (including reasonable attorneys' fees), settlements, and damages, imposed on the Indemnified Party by law which are sustained by policyholders to the extent directly caused by the fraudulent or negligent acts or omissions of the Indemnifying Party except to the extent the Indemnified Party:
 - a. Caused or contributed to such liability by its own fraudulent or negligent acts or omissions;
 - b. The Indemnified Party shall notify the Indemnifying Party promptly of any claim or suit against the Indemnifying Party or the Indemnified Party; provided that the Indemnified Party's failure to satisfy the notification requirement only relieves the Indemnifying Party of its indemnification obligations hereunder only to the extent the Indemnifying Party has been actually prejudiced by the Indemnified Party's failure to give notice as required.
 - c. The Indemnifying Party shall control any investigations, settlement or defense of such indemnification claim in a diligent manner and shall not settle or compromise a claim without the consent of the Indemnified Party, and the Indemnified Party shall not unreasonably withhold its consent.

C. **Advertising, Communication & Marketing Materials:**

Agent shall obtain written approval of any and all advertising and/or marketing materials in advance of their uses. For purposes of this paragraph, "marketing materials" means any and all written correspondence or documentation which references Nationwide Multiflex Dental, MBA, Inc. and/or any insurance carrier providing products through MBA, Inc. and which is intended to solicit, negotiate or effectuate individuals for insurance coverage. Such materials include but are not limited to: brochures, letters, presentations, postcards, fliers, facsimiles, applications or any other descriptive literature.

D. **Authority:**

1. Agent shall have no authority and shall not enter into any agreement in the name of MBA, Inc. or any insurance carrier offering products through MBA, Inc.
2. Agent shall have no authority and shall not incur debt, expense or liability in the name or on behalf of MBA, Inc. or any insurance carrier offering products through MBA, Inc.

3. Agent shall have no authority and shall not alter, amend, modify or eliminate any policy provision, application, rider or endorsement for policies and insurance products offered through MBA, Inc.
4. Agent shall have no authority and shall not infer or suggest that MBA, Inc. is an insurance carrier or is otherwise authorized to issue insurance contracts.
5. Agent shall have no authority and shall not pay or allow or offer to pay or allow any rebate or inducement for insurance in any manner whatsoever, whether directly or indirectly.
6. Agent shall have no authority and shall not issue any binding receipt for any contributions or premiums paid by or on behalf of participant.
7. Agent shall have no authority and shall not respond to any department of insurance or other regulatory inquiry on behalf of MBA, Inc. and/or insurance carriers offering coverage through MBA, Inc. Any such complaints/inquiries shall be forwarded to MBA, Inc. within 72 hours of receipt. Further, Agent agrees to fully cooperate with MBA, Inc. and/or insurance carrier(s) in preparing responses to the appropriate regulatory agencies.
8. Agent shall have no authority to respond to or settle legal action on behalf of MBA, Inc. and/or insurance carriers offering coverage through MBA, Inc. Any demand letters, complaints, subpoenas or other legal documents relating to products under this Agreement shall be provided to MBA, Inc. (with any supporting documentation) within 72 hours of receipt.

II. Responsibilities of MBA, Inc.:

- A. MBA, Inc. agrees to pay Agent first year and renewal commissions based upon premiums actually paid by participant (net of any administration fees). The term "premium" shall mean the premiums actually paid for benefits provided by the policy and shall only include those sums that have been properly paid by the bank or financial institution where any such check is drawn. The commissions to be paid by MBA, Inc. to Agent are set out in Exhibit "A" attached hereto. MBA, Inc. reserves the right to adjust Agent commissions on a prospective basis, meaning that renewal commissions on existing policies in force cannot be adjusted unless mutually agreed to by MBA, Inc. and Agent. MBA, Inc. and Agent may agree, on a case by case basis, to enter into a Commission Modification Agreement which can adjust the commission paid to the Agent. All such agreements will be executed by both MBA, Inc. and Agent and will be added as an addendum to this Agreement.
- B. MBA, Inc. shall pay Agent commissions monthly based upon calculations of premiums paid and negotiated for participant. Commission payments may be subject to adjustment based upon participant's terminations, enrollment changes, administration fees, rate changes, lapses and/or at the direction of the underwriting carrier.
- C. MBA, Inc. reserves the right to reject or decline any application and/or Agent appointment deemed unacceptable in their sole and exclusive discretion.
- D. MBA, Inc. reserves the right to rescind or reform any certificates of coverage and reserve all other underwriting rights.
- E. MBA, Inc. and/or insurance carriers that provide products through MBA, Inc. reserve the right to discontinue, withdraw or modify any plan of insurance or endorsement/rider to any policy or plan of insurance.

III. General Provisions:

- A. This Agreement and any subsequent agreements between the parties hereto shall be governed and construed in accordance with the laws of the State of Arizona. Any action brought to enforce a term or provision of this Agreement shall be brought exclusively in the Maricopa County Superior Court in Phoenix, Arizona. The parties to this Agreement expressly consent to the jurisdiction of such court for the resolution of any disputes arising under this Agreement.

- B. This Agreement shall remain in force and effect until such time that either party provides written notice of its intent to terminate. The parties shall continue to respect their rights and responsibilities under this Agreement up to the termination date. Subject to paragraph E below, unless Agent is indebted to MBA, Inc., Agent shall continue to receive commissions on business written through MBA, Inc. prior to termination of this Agreement.
- C. This Agreement may only be amended or modified upon mutual written agreement by MBA, Inc. and Agent.
- D. If either party is required to institute legal proceedings to enforce a provision of this Agreement, the successful party in such legal proceedings shall be entitled to their reasonable attorney's fees and costs as determined by a court of competent jurisdiction.
- E. MBA, Inc. may terminate the Agreement and cease paying commission if the Agent violates any of the requirements or provisions as stated in this Agreement and fails to cure the violation within thirty (30) days from date the Agent receives, in writing from MBA, Inc. notice that an alleged violation has occurred.

Accepted By:

Agent Name: _____

Signature: _____

Title: _____

Agency: _____

Date: _____

General Agent Name: _____

Signature: _____

Title: _____

Agency: _____

Date: _____

MBA, Inc.: _____

Signature: _____ Date: _____

EXHIBIT A

Commission Schedule – Multiflex Dental

All commissions are net of Administration Fees. All commission percentages are based on policy effective date and date of premium received. Commission payments are paid electronically and are paid by the 15th of the month for premium collected the prior month.

Writing Agent

Per case standard commission percentages:

| Writing Agent | First Year | Renewals |
|------------------|------------|----------|
| Multiflex Dental | 10% | 8% |

Per case commission percentages for specific Nationwide states where a 65% loss ratio or better is required: KY and NY

| Writing Agent | First Year | Renewals |
|------------------|------------|----------|
| Multiflex Dental | 7% | 7% |

Non-standard commission states are determined by the underwriting carrier and are subject to change based on regulatory guidelines published by individual states.

This exhibit shall be subject to all terms and conditions of the Multiflex Dental Agent/Producer Agreement. Commissions are subject to change at any time with 30 days prior written notice by MBA, Inc. or its designee.

Failure to forward license and/or E&O documentation to MBA, Inc. within 90 days after their respective expiration date(s) will result in the forfeiture of commissions effective as of the commission cycle immediately following the 90 days.

After forfeiture, reinstatement of commission payments may be accomplished by providing the required license and/or E&O documentation to MBA, Inc. Reinstatement of commissions will commence as of the commission cycle immediately following receipt of the required license and/or E&O documentation.

In no event will commissions be paid for retroactive periods after commission forfeiture has taken place.

Agent Name: _____

Signature: _____

Date: _____



Direct Deposit Form

We are pleased to offer you a new payment convenience—*Direct Deposit*. Now you can have your commissions payable by MBA, Inc. automatically deposited in your checking or savings account. **You do not have to change your present banking relationship to take advantage of this service.**

Direct Deposit will help you in many ways.

- Your money is deposited faster—no more waiting for the mail
- It saves trips to your financial institution.
- It saves time in depositing checks—no long lines to wait in.
- It eliminates the possibility of lost, stolen or forged checks.
- It means you get your money deposited to your account even if you are on vacation or away from the office on business or illness.

Direct Deposit is safe, convenient and easy. To take advantage of this service, complete the below authorization form and return it to Gilsbar.

The authorization form, which is provided below, gives Gilsbar and your financial institution authority to deposit your payment to your account. Simply complete the form in order to take advantage of Direct Deposit.

All you need to do is:

1. Complete the authorization form below.

.....

AUTHORIZATION FOR DIRECT DEPOSIT

I authorize MBA, Inc. to initiate electronic credit entries to my account each pay period. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. This authority will remain in effect until I have cancelled it in writing.

Agent Number (optional): _____

Agent/Agency Name: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Contact Name & Email: _____

Signors Name (Please Print): _____

Signature: _____

Pay Commission to: _____ **Agent** or _____ **Agency**

PLEASE INCLUDE A VOIDED CHECK WITH THIS FORM.

Type of Account: checking account or savings

Financial Institution Name (Please Print): _____

Account Number at Financial Institution: _____

Financial Institution Routing/Transit Number: _____

Financial Institution City and State: _____

PLEASE KEEP A COPY OF THIS AUTHORIZATION FOR YOUR RECORDS.

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.

| |
|--------------------------------|
| 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. 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.

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

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,