



1237 S Val Vista Drive Mesa, AZ 85204
(480) 964-7449 (480) 627-0557 FAX

THIS AGREEMENT is made this _____ day of _____, 20 ____.

The undersigned for Crown Dental Plan, "Plan", and _____, hereinafter the "Agent" desires to associate for their mutual benefit, and therefore, the Plan and Agent agree as follows:

1. **AGENCY:** The Plan agrees to allow the marketing of CROWN DENTAL PLANS, hereinafter called the "Plan" and sale of memberships therein by Agent, and the Agent agrees to serve the Plan as an independent agent upon the terms and conditions set forth herein. You shall be authorized to sell and solicit this plan only after you have received your letter of acceptance by the plan.

2. **DUTIES:** The Agent shall be deemed authorized upon return of this contract and acceptance from the Plan. Agent agrees to serve under the Plan to market the Crown Dental Plan, and to remit all applications, and fees directly to Crown Dental Plan. Each agent is responsible for entering his/her agent code on the enrollment application under the heading of agent in order to receive compensation for sales. Only one agent per membership or group plan allowed. Agent shall not, without the express written consent of the Crown Dental Plan, make any representations, promises or warranties which might bind the Plan to any liability other than that expressly provided by the Plan documents. Agent agrees to indemnify and hold harmless the Plan from any errors, omissions or acts of negligence or intentional misrepresentation by Agent with respect to the Plan. Rebates may not be paid, or allowed as an inducement to sell the plan. As an agent we expect you to use only company approved materials relating to our product we offer, know company and regulated laws, never promise effective dates, premiums, rates or other matters without the written permission from Crown Dental Plan. Only accept valid signatures that you know to be of authority to do so on behalf of individuals and groups.

Your obligation and activity as an agent under the **HIPAA Privacy Rule as of April 14th, 2003** are as follows: Agent agrees to not use or disclose PHI (Personal Health Information) other than as permitted or required by this amendment or as required by law. If agent believes it is required by law or by a subpoena or court order to disclose any PHI, then agent, prior to any disclosure, shall promptly notify covered entity in writing attaching a copy of the subpoena, court order, or other demand and shall make all reasonable efforts to allow covered entity an opportunity to seek a protective order or other judicial relief. Agent agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this amendment. Agent agrees to mitigate, to the extent practicable, any harmful effect that is known to agent of a use or disclosure of PHI by agent in violation of the requirements of this amendment. Agent agrees to report to covered entity any use or disclosure of PHI not provided for by this amendment of which the agent becomes aware.

Agent agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from or created or received by agent on behalf of covered entities agrees to the same restrictions and conditions that apply through this amendment to agent with respect to such information. Agent agrees to provide access, within seven days of the request of covered entity, to PHI in a designated record set, to covered entity or , as directed by covered entity, to an individual in order to meet the requirements of the Privacy Rule. Agent agrees to make any amendment(s) to PHI in a designated record set that the covered entity directs or agrees to at the request of covered entity or an individual, and in a timely manner. Agent agrees to make internal practices, books, and records, including policies and procedures and PHI, relation to the use and disclosure of PHI received from, or created or received by agent on behalf of covered entity available to the covered entity or to the secretary of the department of health and human services ("Secretary"), upon request by covered entity or designated by the Secretary, for purposes of the Secretary determining covered entity's compliance with the Privacy Rule.



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Agent agrees to document such disclosures of PHI and information related to such disclosures as would be required for covered entity to respond to a request by an individual for an accounting of disclosures of PHI for the purposes other than treatment, payment, or health care operations, as per 45 CFR 164.528. Agent agrees to provide to covered entity or an individual, within seven days of request, information collected in accordance with this agreement, to permit covered entity to respond to a request by an individual for an accounting of disclosures of PHI for purposes other than treatment, payment, and health care operations. Except as otherwise limited in this agreement, agent may disclose PHI to perform functions, activities, or services for, or on behalf of covered entity as specified in this agreement, provided that such use or disclosure would not violate the Privacy Rule if done by covered entity or the minimum necessary policies and procedures of the covered entity. Additional permitted uses and disclosures of PHI the agent may also use and disclose PHI as follows:

(a) Except as otherwise limited in this agreement, agent may use PHI for its proper management and administration or to carry out its legal responsibilities, provided that in the case of any disclosures for such purposes that are not required by law, agent shall obtain reasonable assurances from the person to whom the disclosure is made that it will remain confidential and used and disclosed only as required by law or for the purpose for which it was disclosed to the person and the person agrees to notify agent of any instances of which it becomes aware in which the confidentiality of PHI has been breached;

(b) to provide data aggregation services to covered entity as permitted by the privacy rule. The obligations of covered entity are that they shall notify agent of any limitations in its notice of privacy practices of covered entity to the extent that such limitation may affect agent's use or disclosure of PHI. Covered entity shall notify agent of any changes in, or revocation of, permission by individual to use or disclosure of PHI, to the extent that such changes may affect agent's use or disclosure of PHI. Covered entity shall notify agent of any restriction to the use or disclosure of PHI that covered entity has agreed to for an individual to the extent that such restriction may affect agent's use or disclosure of PHI.

Termination and survivability upon covered entity's knowledge of a material breach by agent of this section ("Privacy Obligations of agent"), covered entity shall either provide an opportunity for agent to cure the breach or end the violation, and terminate this amendment if the business associate does not cure the breach or end the violation within the time specified by the covered entity, or immediately terminate this agreement if agent has breached a material term of this section ("Privacy Obligations of agent") and cure is not possible, or if neither termination nor cure is feasible, covered entity shall report the violation to the Secretary of the Department of Human Services. Agent shall upon request of covered entity or upon termination for any reason of this amendment, return to covered entity or destroy all PHI, including copies, abstractions, and compilations thereof, received from covered entity, or created or received by agent on behalf of covered entity.

This provision shall apply to PHI that is in the possession of subcontractors or agent of the agent. Agent shall not retain any copies of the PHI. In the event agent determines that returning or destroying PHI is infeasible, agent shall provide to covered entity notification of the conditions that make return or destruction infeasible. If covered entity agrees that return or destruction of PHI is infeasible, agent shall extend the protections of this agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return of destruction infeasible, for so long as the agent maintains such PHI.



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3. **COMPENSATION:** Crown Dental Plan agrees to pay Agent a commission of 20% (TWENTY PERCENT) paid monthly. Upon the renewal of any membership in your agency code, the same like commission shall be paid to the Agent of record if he/she continues to be contracted with the Plan. Commissions shall only be paid to the agent of record by Crown Dental Plan. Agent agrees that he/she is an independent service provider, and not an employee under the control of the Plan, and is therefore fully responsible for any taxes, estimated taxes, employment insurance or other governmental requirements of contribution by an employer to an employee. If any determination is made that this agreement constitutes employment, Agent agrees to hold harmless the Plan from any liability, loss, cost or expense arising from such determination. All advertising or solicitation materials must be approved by Crown Dental Plan prior to its use. If the plan has paid commissions to agents for members which the payment was returned Non-Sufficient Funds or Closed Accounts the plan will charge back that commission to the agent that was paid from the "bounced check." If a group or individual requests an agent change the commission will then be paid on the next month after that change has been completed to the new agent.

4. **TERMINATION:** If Agent shall cease to be licensed by the plan, the plan may, upon notice to Agent, terminate this Agreement. Upon any Agent termination, any commissions earned in the preceding 30 days shall be the final payment made to the Agent. All future commissions shall be forfeit after termination. Plan, or Crown Dental Plan reserves the right to terminate this agreement if: An Agent commits any offence involving fraud, misrepresentation moral turpitude under any Federal, State or local law in the Plan's sole judgment, or if Agent uses liquors, narcotics or drugs to detrimental effect on him or his services, the Plan may, upon notice to Agent, terminate this Agreement. The Agent may terminate this agreement in writing to the Plan in which compensation will cease after all of his/her new business applications have been processed. He/She further forfeits any future commission of any renewal as of the termination date stated on the letter. If no date is on the letter, then the date the letter is postmarked shall be the date of termination of this Agreement. The agent may at the discretion of the plan be considered terminated if he/she ceases production of dental plans for a period of 90 days.

5. **FORM OF CONTRACT:** This contract constitutes a legal agency agreement allowing the sale of memberships in the Plan, but **does not imply any insurance** or other regulated standing of the Plan. The Plan constitutes an agreement to market reduced fee services by participating Dentists, and is not a discount buying club or plan of insurance.

6. **MISCELLANEOUS:** Any notices required under this Agreement shall be delivered to the Plan at its principal place of business and to Agent at the last address furnished by him to the Plan, by personal delivery or by mail. If a notice is mailed, it shall be mailed at least first class mail; postage prepaid, and shall be deemed delivered upon receipt. This Agreement contains the whole agreement of the parties, and supersedes any oral discussions or promises not contained herein. This Agreement may be amended only by the written agreement of the parties hereto. This Agreement is made under and shall be construed according to the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Agent Name: _____ Address: _____

City, St Zip _____ Phone _____

Tax/SSN# _____

Email Address _____

Agent Signature Date

Crown Dental Plan Date

Agent Code # Assigned by the Broker