



# Delta Dental of Tennessee Agent Fee Agreement

This AGREEMENT is made this first day of \_\_\_\_\_, by and between Delta Dental of Tennessee, herein referred to as DDTN and \_\_\_\_\_, herein referred to as AGENT.

WITNESSETH: DDTN agrees to pay the AGENT fees, hereby referred to as commissions, in accordance with the schedule and terms of this AGREEMENT and in the manner stated herein for premiums paid in cash to DDTN under group Agreement # \_\_\_\_\_ issued to \_\_\_\_\_.

The commissions stated herein and subject to the terms and conditions of this AGREEMENT shall be paid to the AGENT provided the AGENT: (1) is a Tennessee licensed agent appointed by DDTN; (2) continues to be designated by the above named group as the AGENT for such group; and, (3) performs services relating to the above named group in a manner satisfactory to DDTN.

Commissions shall be paid by DDTN to the AGENT within 45 days of the date premiums are paid by the group to DDTN. If a rate adjustment is made for a group at renewal, any corresponding adjustment in the AGENT's commission shall be made at the beginning of the renewal period.

AGENT is not authorized to receive any monies due DDTN unless written authorization to do so, signed by an Officer of DDTN, is delivered to AGENT. In the event any funds due DDTN are received by AGENT, they shall be deposited by AGENT in a separate trust account and remitted in full to DDTN within five working days after receipt. Any funds not remitted as herein provided shall bear interest at the rate of 8% per annum. In the event suit is brought to collect monies due hereunder, DDTN shall be entitled to collect all funds due it, its cost of suit, and a reasonable attorney's fee.

Any indebtedness of AGENT to DDTN shall be first lien against any commissions due said AGENT or his representative or assigns under this AGREEMENT, or any other agreement between AGENT and DDTN, and such commissions shall be applied to liquidate such indebtedness.

No assignment, transfer, or disposal of any interest that AGENT may have on account of this AGREEMENT shall be made at any time without written approval of DDTN.

DDTN may, at its option, be responsible for enrolling and servicing the group and AGENT hereby agrees to abide by the elected option of DDTN; but in either event, AGENT agrees to render satisfactory services as directed by DDTN.

DDTN has determined the commission rate should be based on estimated annual premium.

1. The annual commission rate will be reviewed and adjusted at contract renewal.
2. The commission rate will be based on the current enrollment or enrollment at renewal multiplied by the premium rates for the next contract period.
3. The monthly commission will be based upon the premium received that month by DDTN multiplied by the commission rate.
4. The following table will be used to determine the commission rate based on the total annual premium band for programs rated by DDTN. The commission rate for published programs will remain at the commission rate established for the program.
5. DDTN may change the Commission Rate schedule by issuing an update to this agreement. Any changes to this schedule issued in writing by DDTN will become effective with the group's contract renewal.

### Commission Rates:

#### Commission rate per table:

Risk Group

Annual Premium	
10.0% for \$	0 - \$ 50,000
7.50% for \$	50,001 - \$ 100,000
6.00% for \$	100,001 - \$ 150,000
5.00% for \$	150,001 - \$ 300,000
3.00% for \$	300,001 - \$ 500,000

1.50% for \$	500,001 - \$1,000,000
0.75% for \$	\$1,000,001 +

#### Commission 10% of Annual Premium:

Small Group Pooled Plans

#### Commission for ASC

PEPM Other  
\_\_\_\_\_

Delta Dental of Tennessee Agent Fee Agreement cont.

DDTN reserves the right to change, delete, or otherwise modify any or all terms of this AGREEMENT at any time by giving AGENT ten (10) days prior written notice of any change, deletion, or modification.

W-9 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 Services (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).

Assignment:

As the agent for this group, I do hereby assign the commissions as indicated below:

Commission Check Payable to: *(must match the Federal Tax Identification number)*

Address: \_\_\_\_\_

*This assignment shall remain in effect as long as I am the agent on this group and/or until Delta Dental of Tennessee receives written notification from me that the assignment has been modified or canceled.*

Tax Information: Agent:  Social Security Number \_\_\_\_\_

OR

Agency:  Federal Tax Identification Number \_\_\_\_\_

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Agent's Address (if different from above)

Delta Dental of Tennessee:

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

By \_\_\_\_\_  
Dr. Philip A. Wenk, President

I am already receiving commissions via direct deposit, and would like to do the same for this group.

Please initial and date here: \_\_\_\_\_

OR

**\*I am NOT receiving my commissions via Direct Deposit but would like to do so for this group & all others.**

**\*\*Please 1) complete and sign authorization below and 2) enclose a voided check.**

I hereby authorize Delta Dental of Tennessee (DDTN) to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error to my **Account #:** \_\_\_\_\_ and the depository, to debit and/or credit the same to such account.

**Bank Name:** \_\_\_\_\_ **Routing #:** \_\_\_\_\_

This authorization is to remain in full force and effect until DDTN has received written notification from me of its termination in such time and in such manner as to afford DDTN and depository a reasonable opportunity to act on it.

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Date