



**Agent Appointment Form
Renaissance Dental & Vision
For the Pivot Health Brilliant™ Dental**

To complete your appointment, please fill-out the attached appointment form and return it to one of the following:

E-mail: underwriting@alliednational.com

Fax: (913) 945-4397

Mail: Licensing
Allied National
P.O. Box 29187
Shawnee Mission, KS 66201-9187

Please make sure that before you send the completed form, you have completed all of the required information, and reviewed it for accuracy.

Please Note: If this is your first carrier appointment with Allied National, you also should:

- Fill out the Allied commission agreement
- Fill out W9 forms to authorize your commission payment
- Submit photocopies of your current state license

Send this information by e-mail, fax or mail to the addresses above.



DENTAL · VISION · LIFE · DISABILITY

P.O. Box 1596, Indianapolis, IN 46206

PLEASE INCLUDE THE FOLLOWING COMPLETED FORMS:

Producer Appointment Application

Copy of Insurance License(s)

IRS Form W-9

PRODUCER APPOINTMENT APPLICATION

SECTION I | Producer Information—please print clearly

Gender: Male Female

Full Name: _____ Social Security Number: _____
First M.I Last

Home Address: _____ Suite/Apartment: _____

City: _____ State: _____ ZIP Code: _____

Telephone Number: _____ Fax Number: _____ Birth Date: _____
MM / DD / YYYY

Business Address: _____ Suite/Apartment: _____

City: _____ County: _____ State: _____ ZIP Code: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

SECTION II | Appointment and Commission Payment—please indicate the appointment being requested and attach a copy of current insurance license (attach additional pages if necessary)

State	Resident	Non-Resident	License Number	License Type
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		

Please indicate your assignment of commissions and submit a Form w-9 request for Taxpayer Identification Number and Certification.

Commission Payable to: Agent Agency (if yes, please complete the below information)

Agency Name: _____ Federal ID: _____

Mailing Address: _____ Suite/Apartment: _____

City: _____ County: _____ State: _____ ZIP Code: _____

Status: Corporate Officer Partner Representative/Agent



SECTION III | Background Information—If you answer “yes” to any question below, please attach complete details on a separate sheet of paper.

1. Have you pled guilty or nolo contendere to or been found guilty of a felony or a crime involving moral turpitude since becoming licensed for health insurance? No Yes
2. Have you, or has any corporation, partnership, association, or firm in which you were a director, officer, shareholder or partner, ever been the subject of any administrative, or legal action filed by a state insurance department; or any action filed on behalf of any state, or by the federal government based on alleged violation of state or federal insurance laws? No Yes
3. Has your insurance license ever been suspended, revoked, or terminated, or have you ever been the subject of any administrative or legal action filed by a state insurance department? No Yes
4. Do you maintain errors and omissions and general liability insurance coverage? No Yes
5. Are there any outstanding or pending judgments or liens (including state or federal tax liens) against you? No Yes
6. Have you ever been discharged or permitted to resign from your employment because you were accused of:
 - (a) violating investment-related or insurance-related statutes, regulations, rules, or industry standards of conduct? No Yes
 - (b) fraud or the wrongful taking of property? No Yes
 - (c) violating company rules? No Yes
7. Do you have any outstanding unpaid indebtedness to an insurance company or general agent? No Yes
8. Within the past 10 years, have you ever had a complaint filed against you that resulted in a fine, penalty, cease or desist order, censure or consent order? No Yes
9. Within the past 5 years, have you ever initiated bankruptcy proceedings or been declared bankrupt?
 No Yes (If yes, attach a copy of court papers.)

SECTION IV | Certifications and Authorization to Obtain Information

I certify, under penalty of perjury, that all answers and responses to questions or inquiries contained in this appointment application are true, correct and complete. I further certify that I have read and am familiar with the sections of the insurance code in the state which I am seeking appointment and that I am not withholding any information that would affect my qualification for this appointment with Renaissance.

I AUTHORIZE RENAISSANCE AND ITS AGENTS AND/OR ASSIGNS TO OBTAIN INFORMATION CONCERNING MY CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS, CREDIT HISTORY, MODE OF LIVING AND ANY OTHER APPLICABLE DATA, AS PART OF MY APPOINTMENT. I ALSO AUTHORIZE ANY INSURANCE CARRIER OR AGENCY WITH WHICH I AM OR HAVE BEEN AFFILIATED WITH OR BEEN APPOINTED AS AN AGENT BY TO RELEASE INFORMATION TO RENAISSANCE CONCERNING MY CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS, CREDIT HISTORY, MODE OF LIVING AND ANY OTHER APPLICABLE DATA FOR MY APPOINTMENT WITH RENAISSANCE.

I AUTHORIZE RENAISSANCE AND ITS AGENTS AND/OR ASSIGNS TO OBTAIN INFORMATION FROM ALL PERSONNEL, EDUCATIONAL INSTITUTIONS, GOVERNMENT AGENCIES, COMPANIES, CORPORATIONS, CREDIT REPORTING AGENCIES, AND LAW ENFORCEMENT AGENCIES AT THE FEDERAL, STATE OR COUNTY LEVEL, RELATING TO MY PAST ACTIVITIES. I AUTHORIZE THESE ENTITIES TO SUPPLY RENAISSANCE ANY AND ALL INFORMATION CONCERNING MY BACKGROUND AND RELEASE THEM FROM ANY LIABILITY RESULTING FROM PROVIDING SUCH INFORMATION. THE INFORMATION SUPPLIED MAY INCLUDE, BUT IS NOT LIMITED TO, RESIDENTIAL, ACHIEVEMENT, JOB PERFORMANCE, LITIGATION, PERSONAL HISTORY, CREDIT REPORTS, DRIVING HISTORY, DISCIPLINARY AND CRIMINAL CONVICTION RECORDS.

By my signing below, I hereby release any individual or institution, including its officers, employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind which may result to me because of compliance with this authorization and request to release information or any attempt to comply with it. A copy of this authorization is as valid as the original.

Producer Printed Name: _____ Date: _____
MM / DD / YYYY

Producer Signature: X _____



RENAISSANCE BUSINESS ASSOCIATE AGREEMENT

SECTION I | Definitions

- A. **“Business Associate”** shall have the same meaning as the term “business associate” as defined in 45 CFR 160.103. For purposes of this Agreement, Producer shall be the Business Associate.
- B. **“CFR”** is the Code of Federal Regulations.
- C. **“Covered Entity”** shall have the same meaning as the term “covered entity” as defined in 45 CFR 160.103. For purposes of this Agreement, Renaissance shall be the Covered Entity.
- D. **“Electronic Protected Health Information” or “EPHI”** shall have the same meaning as the term “electronic protected health information,” as defined in 45 CFR 160.103, limited to the electronic protected health information that is created, received, maintained, or transmitted to or on behalf of Covered Entity.
- E. **“HIPAA”** is the Health Insurance Portability and Accountability Act of 1996.
- F. **“HITECH Act”** means the Health Information Technology for Economic and Clinical Health Act, found in the American Recovery and Reinvestment Act of 2009 at Division A, title XIII and Division B, Title IV.
- G. **“Individual”** shall have the same meaning as the term “individual” as defined in 45 CFR 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- H. **“Minimum Necessary”** shall have the meaning set forth in the Health Information Technology for Economic and Clinical Health Act, § 13405(b).
- I. **“Privacy Rule”** means the “Standards for Privacy of Individually Identifiable Health Information” as found in 45 CFR parts 160 and 164, as promulgated pursuant to HIPAA.
- J. **“Protected Health Information” or “PHI”** shall have the same meaning as the term “protected health information” as defined in 45 CFR 160.103, limited to the information created, received or accessed by Business Associate from or on behalf of Covered Entity.
- K. **“Required By Law”** shall have the same meaning as the term “required by law” as defined in 45 CFR 164.103.
- L. **“Secretary”** shall mean the Secretary of the U. S. Department of Health and Human Services, or his designee.
- M. **“Security Incident”** has the meaning in 45 CFR § 164.304, which is the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations.
- N. **“Security Rule”** means the “Standards for the Security of Electronic Protected Health Information” as found in 45 CFR parts 160, 162 and 164, as promulgated pursuant to HIPAA.
- O. **“Unsecured PHI”** shall have the same meaning as the term “unsecured protected health information” as defined in Section 13402 of the HITECH Act.

SECTION II | Agreements

A. **Obligations of Business Associate.** In performing its duties and obligations under the Agreement, Business Associate agrees as follows:

1. **Application of Security Rule and Privacy Rule to Business Associate.** The administrative, physical and technical safeguards set forth in the HIPAA Security Rule at 45 CFR 164.308, 164.310, 164.312, and 164.316, shall apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Subtitle D of the HITECH Act (Sections 13400 through 13411) that relate to privacy or security and that are made applicable with respect to covered entities shall also be applicable to Business Associate and are hereby incorporated into this Agreement.
2. **Disclosure.** Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement or as required by law. Business Associate may use and disclose PHI that Business Associate obtains or creates only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR 164.504(e).
3. **Notification of Unauthorized Access, Use or Disclosure of Unsecured PHI.** Business Associate shall notify Covered Entity in writing of any unauthorized access, use or disclosure of unsecured PHI as soon as reasonably possible but no later than five (5) days following the date of discovery. Such notice shall include:
 - (a) a brief description of what happened, including the date of the breach and the date of the discovery,
 - (b) the name(s) of the individual(s) whose PHI was used or disclosed,
 - (c) the identity(ies) of the entity(ies)/person(s) to whom the use or disclosure was made,
 - (d) description of the types of unsecured PHI that were disclosed,
 - (e) the steps taken by Business Associate to discontinue and minimize the impact of any inappropriate use or disclosure.

4. Other Law. Subject to Section II.A.2 of this Agreement, Business Associate shall not use or further disclose PHI in a manner that would be impermissible if used or disclosed by Covered Entity or in a manner that would violate the Privacy Rule or other applicable federal or state law or regulations.

5. Minimum Necessary Standards. For any disclosure or use of PHI, Business Associate shall determine and use the minimum necessary information to accomplish the intended purpose of the use or disclosure.

6. Security. Business Associate agrees to (a) implement safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity and, upon request of Covered Entity from time to time, Business Associate shall promptly provide Covered Entity with information regarding such safeguards, (b) ensure that any agent, including subcontractors, to whom Business Associate provides PHI agrees to implement reasonable and appropriate safeguards to protect it, and (c) report to Covered Entity any violation of the Security Rule of which it becomes aware.

7. Reporting Uses and Disclosures. Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware. Notice of such use or disclosure shall be provided to Covered Entity in writing as soon as possible, but in no event later than five (5) business days from the date on which Business Associate discovers said use or disclosure. The written notice to Covered Entity shall include the same information as notices sent under Section II.A.3 of this Agreement.

8. Mitigation of Unauthorized Access, Use or Disclosure of Unsecured PHI. Business Associate agrees that, to the extent practicable, it shall mitigate any harmful effect resulting from any unauthorized acquisition, use or disclosure of unsecured PHI caused by Business Associate's violation of the requirements of this Agreement or its failure to properly secure PHI in accordance with the April 17, 2009 guidelines published by the Department of Health and Human Services.

9. Reporting Security Incidents. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware, in the following time and manner:

(a) Any actual, successful Security Incident will be reported to Covered Entity in writing, within five (5) business days of the date on which Business Associate becomes aware of such Security Incident.

(b) Any attempted, unsuccessful Security Incident of which Business Associate becomes aware will be reported to Covered Entity in writing, on a reasonable basis, at the written request of Covered Entity. If the Security Rule is amended to remove the requirement to report unsuccessful attempts at unauthorized access, this subsection shall no longer apply as of the effective date of the amendment of the Security Rule.

10. Agents, Contractors and Subcontractors. Business Associate shall ensure that any agents, contractors or subcontractors to whom it provides PHI received from Covered Entity, or PHI that is created or received by Business Associate on behalf of Covered Entity, agree to the same restrictions and conditions applicable to Business Associate as set forth herein with respect to PHI. Business Associate agrees to enter into a written contract with such agents, contractors or subcontractors to ensure that such contractors, subcontractors or agents abide by the same restrictions and conditions that apply to the party when acting as a Business Associate with regard to PHI. Business Associate shall provide a copy of such contracts to Covered Entity upon request.

11. Requests for Information or Access. Business Associate shall notify Covered Entity in writing within five (5) business days of any requests from individuals seeking access to or copies of PHI maintained by Business Associate for or on behalf of Covered Entity, and respond to such requests when and as directed by Covered Entity.

12. Books and Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary and to Covered Entity for purposes of determining its compliance with HIPAA, the Privacy Rule, the Security Rule, and other applicable federal and/or state law or regulation. Business Associate shall notify Covered Entity immediately of any such requests and shall provide Covered Entity with a copy of the request and any documents or information provided in response to such requests.

13. Requests to Amend. Business Associate shall notify Covered Entity in writing within five (5) business days of the receipt of any requests from individuals seeking to amend PHI maintained by Business Associate for or on behalf of Covered Entity, and respond to such requests when and as directed by Covered Entity. Additionally, when and as notified by Covered Entity, Business Associate shall incorporate any amendments, corrections and/or other documents or information to PHI maintained by Business Associate and shall notify its agents, contractors and subcontractors who receive PHI of any such amendments, corrections and/or other documents or information.

14. Disclosures. Business Associate agrees to document disclosures of Protected Health Information, and information related to such disclosures, as would be required for Health Plan Sponsor to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 and any additional regulations promulgated by the Secretary pursuant to HITECH Act § 13405(c). Business Associate agrees to implement an appropriate record keeping process that will track, at a minimum, the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure.

15. Accountings. Business Associate shall notify the Covered Entity in writing within five (5) business days of any requests made by an individual directly to Business Associate for an accounting of disclosures of PHI. If the request was made as a result of Covered Entity providing the individual with a list of business associates acting on behalf of Covered Entity under Section 13405 of the HITECH Act, Business Associate shall provide such accounting directly to the individual and shall provide Covered Entity with a copy of any such accounting in writing within five (5) business days of receiving the request. Business Associate shall respond to all other requests for an accounting when and as directed by Covered Entity. Additionally, when and as directed by Covered Entity, Business Associate shall provide for an accounting of any and all disclosures of PHI made by or on behalf of Business Associate during the six years prior to the date of the request. The accounting obligations of Business Associate hereunder shall not apply to (a) disclosures made for purposes of treatment, payment, or health care operations (as defined in the Privacy Rule), (b) disclosures made to the individual who is requesting the accounting, (c) disclosures made prior to April 14, 2003, (d) disclosures made to law enforcement officers, correctional institutions, or for national security purposes, (e) disclosures incidental to a use or disclosure otherwise permitted or required by the Privacy Rule, as provided for in 45 CFR 164.502, (f) disclosures made pursuant to an authorization as provided in 45 CFR 164.508, (g) disclosures made as part of a limited data set in accordance with 45 CFR 164.514(e).

16. Permissible Uses and Disclosures of PHI by Business Associate. Subject to the foregoing provisions and in addition to the use and disclosure by Business Associate of PHI authorized elsewhere herein, Business Associate may use and disclose PHI for the following additional purposes if applicable:

- (a) as necessary for data aggregation purposes relating to the health care operations of Covered Entity, but only as separately authorized by Covered Entity in writing,
- (b) for the proper internal management and administration of Business Associate, but only in connection with the direct performance by Business Associate (through its employees) of services for Covered Entity to the Agreement, and
- (c) to carry out the legal responsibilities of Business Associate.

For purposes of (b) and (c) above, Business Associate may use or disclose PHI to third parties only if the disclosure is required by law, Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

17. Prohibition against Sale or Marketing of PHI. Except as otherwise provided in Section 13405 of the HITECH Act, Business Associate shall not (a) directly or indirectly receive remuneration in exchange for any PHI of an individual; or (b) use or disclose PHI for any purpose related directly or indirectly to any marketing or marketing communication.

B. Discovery requests. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of Protected Health Information, Business Associate will respond as permitted by 45 CFR § 164.512(e) and (f) following consultation with Health Plan Sponsor. Business Associate shall notify Health Plan Sponsor of the request as soon as reasonably practicable, but in any event within two (2) business days of receipt of such request.

1. Violation of Business Associate Agreement Standards and Termination. If either party knows or discovers a pattern of activity or practice of the other party that constitutes a material breach of the other party's obligations under this Agreement or under applicable federal standards, the discovering party agrees to immediately notify the other party in writing as to the nature and extent of such breach, and shall provide the other party a reasonable amount of time to cure such breach. A reasonable amount of time shall depend on the nature and extent of the breach, shall be clearly stated in the notice, but in no case shall the period for cure be less than five (5) business days. Notwithstanding the foregoing, should the discovering party determine that the breach is incurable, or that the other party has repeatedly engaged in such impermissible use or disclosure despite prior notice, the discovering party must terminate this Agreement, if feasible, upon written notice to the breaching party, without damages or liability thereto; or, if termination is not feasible, report the problem to the Secretary.

2. Return of PHI upon Termination. At termination of the Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created by or received by Business Associate on behalf of Covered Entity, that Business Associate maintains in any form such that it shall retain no copies of such PHI. Upon request of Covered Entity, Business Associate shall provide a written certification of the return and/or destruction of PHI. If the parties concur that the return or destruction of such

PHI by Business Associate is not feasible, then Business Associate shall continue to extend the protections required hereunder to the PHI for as long as it maintains the PHI. Further, Business Associate shall limit any further use or disclosure of the PHI to those purposes that make its return or destruction unfeasible. This provision shall survive the termination of this Agreement.

3. Security. The parties shall work together in good faith to cooperate with each other's current and future security policies and procedures to ensure the integrity, confidentiality and availability of PHI in a manner that complies with HIPAA and the Security Rule, as amended from time to time.

4. Electronic Transactions and Code Sets. To the extent that the services performed by Business Associate pursuant to the Agreement involve transactions that are subject to the regulations governing electronic transactions and code sets issued pursuant to HIPAA, Business Associate shall conduct such transactions in conformance with such regulations, as amended from time to time.

5. Record Keeping. Business Associate agrees to implement an appropriate record keeping process to enable it to comply with the HIPAA requirements applicable to it under this Agreement and the Privacy and Security Rules.

6. Confidential and Proprietary Information. Business Associate may receive, create, or have access to confidential and/or proprietary information of Covered Entity concerning its business affairs, property, operations, computer systems, dentists and providers, and strategies. Business Associate agrees to hold such confidential and/or proprietary information in strict confidence, to maintain and safeguard the confidentiality of such information, and to use such information solely to perform services or provide goods to Covered Entity as required by this Agreement.

7. Amendment. Except as otherwise provided in this Agreement, this Agreement may be amended, modified, or supplemented only by a written instrument executed by the parties. Upon enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the state or the United States relating to any such law, or the publication of any interpretative policy or opinion of any government agency charged with the enforcement of any such law or regulation, Covered Entity may amend the Agreement in such manner as it determines necessary to comply with such law or regulation, and Business Associate agrees to be bound by such amendment unless within thirty (30) days of its receipt of notice of such amendment, it notifies Covered Entity that it rejects such amendment. Upon receipt of such notice of rejection, Covered Entity may terminate the Agreement immediately upon written notice.

8. Waiver. No action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action in compliance with any representations, warranties, covenants, or agreements contained herein. The waiver by a party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

9. Binding Effect. Except as otherwise provided herein, the terms and conditions of this Agreement shall remain in full force and effect, including following termination of the Agreement.

10. Reimbursement of Costs. Business Associate shall reimburse Covered Entity for any and all costs and expenses, whether direct or indirect, incurred by Covered Entity in providing any notice required by law or regulation as a result of any unauthorized acquisition, use or disclosure of unsecured PHI caused by Business Associate's breach of the terms of this Agreement or its failure to secure PHI in accordance with the April 17, 2009 guidelines published by the Department of Health and Human Services.

11. Injunction. The parties acknowledge and agree that in the event of a breach or threatened breach by Business Associate of its duties and obligations hereunder, Covered Entity shall be irreparably and substantially harmed, and remedies at law will not be an adequate remedy for such breach. Accordingly, in such event, the harmed party shall be entitled to immediate injunctive relief against such breach or a threatened breach. Such rights to injunctive relief shall be in addition to, and not in limitation of, any other legal and equitable relief available to the harmed party under applicable law.

12. Statutory and Regulatory References. A reference in this Agreement to a section of any statute or regulation means the section as currently in effect or amended, and with which compliance is required.

Producer Printed Name: _____

Producer Signature: X _____ Date: _____

