Producer FAQ: Delta Dental Individual and Family Plans℠

Commission

Q: When can I start selling the Delta Dental of New Jersey and Connecticut Individual and Family Plans and receive a commission?

A: If you have completed and returned your producer paperwork or work for a brokerage house that has, you are able to receive new sales commissions on policies. After you have received an email with your DeltaDentalCoversMe.com URL, you may begin selling Individual and Family plans.

Commissions are only payable for individual and family plans underwritten by Delta Dental of New Jersey and Delta Dental of Connecticut. Policies underwritten by any other Delta Dental member company, such as the dental plans marketed through AARP, are not eligible for the payment of commissions. Commissions will also not be paid by Delta Dental of New Jersey and Delta Dental of Connecticut for any policies with effective dates prior to August 1, 2018.

Q: What is the new sales and renewal commission for Individual and Family plans?

A: The new sales and renewal commission is 10% on premium as earned.

Q: How will I be paid the new sales commission for Individual and Family plans?

A: Once the policy has been in effect for sixty days, you will begin to receive commission payments by direct deposit (or by check, if you've opted out of direct deposit). Commission payments will be paid monthly on premium payments that are paid and earned.

Example: A plan sold in November with a January 1 effective date:

	November	December	January	February	March	April
Premium Paid	For January		For February	For March	For April	For May
Commission Paid					For January - March	For April

Q: How will I be paid renewal commissions for Individual and Family plans?

A: Renewals continue to be paid the month in which premiums are earned. You will be paid commissions by direct deposit (or check, if you've opted out of direct deposit).

Example: A plan that has been inforce for one or more years:

	January	February	March	April	May	June
Premium Paid	For February	For March	For April	For May	For June	For July
Renewal Paid	For January	For February	For March	For April	For May	For June

Q: What happens if a policy cancels after commission has been paid?

A: Any unearned commission will be charged back.

Sales Process

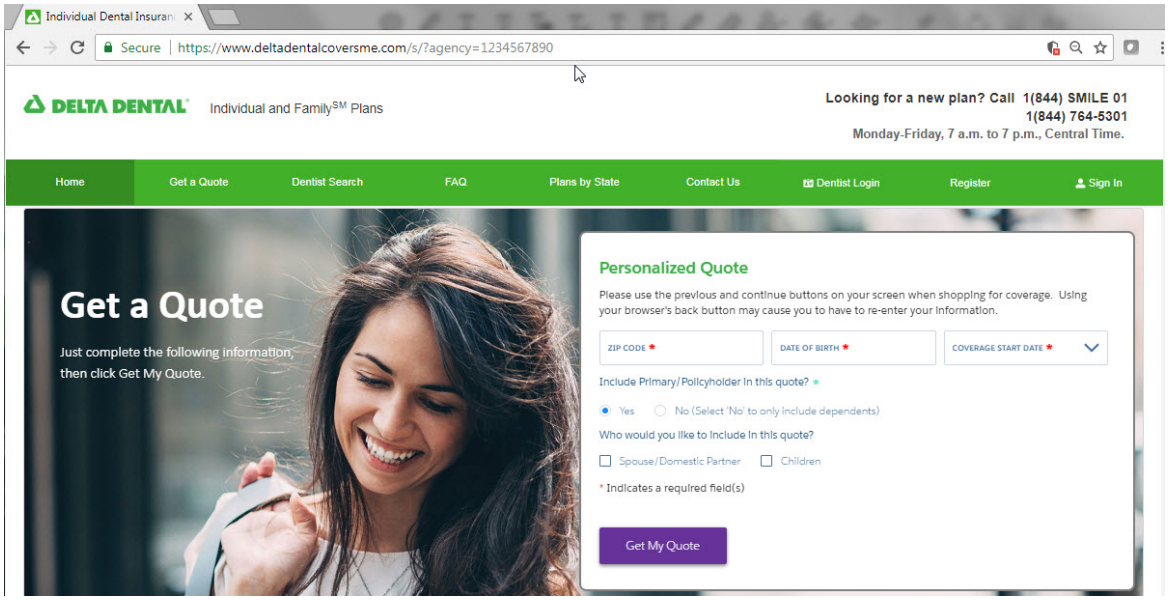
Q: How do I use the URL to sell Individual and Family plans?

A: Use the custom URL we assigned to you and navigate to DeltaDentalCoversMe.com. You must use the custom assigned URL to receive credit for the sale and be paid commissions. You may enroll your client directly, or you may provide the custom URL to your client to enroll. If you enroll your client directly, you will need information for your client such as dates of birth for all persons being enrolled, as well as information about the method of payment.

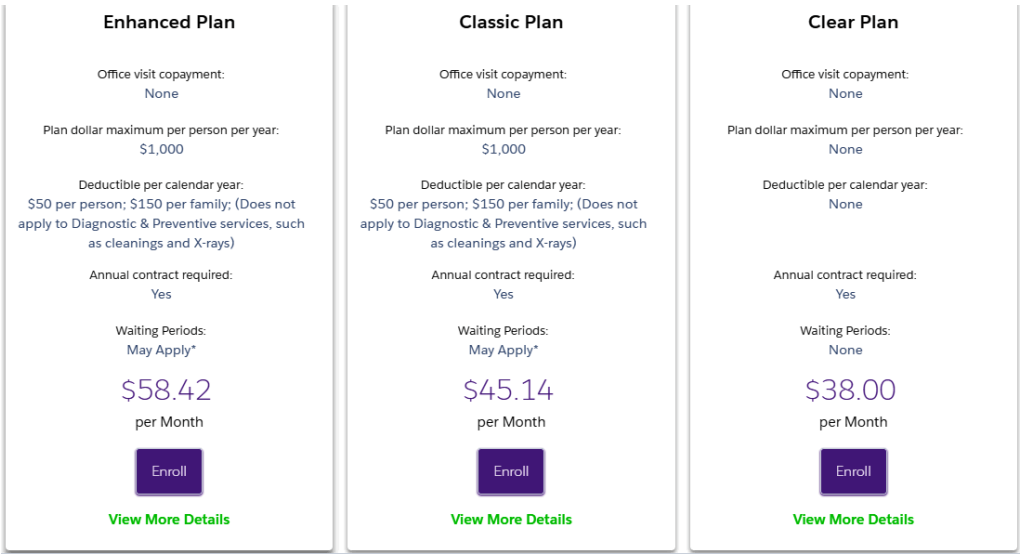
Step 1: The URL will display in your browser's address bar. Enter the zip code, date of birth and coverage start date.

Steps 2-4: Your broker name displays after your client elects to enroll. The client creates an account then selects your name from the drop-down menu on the Broker Information screen.

Step 1: Enter zip code, date of birth and coverage start date

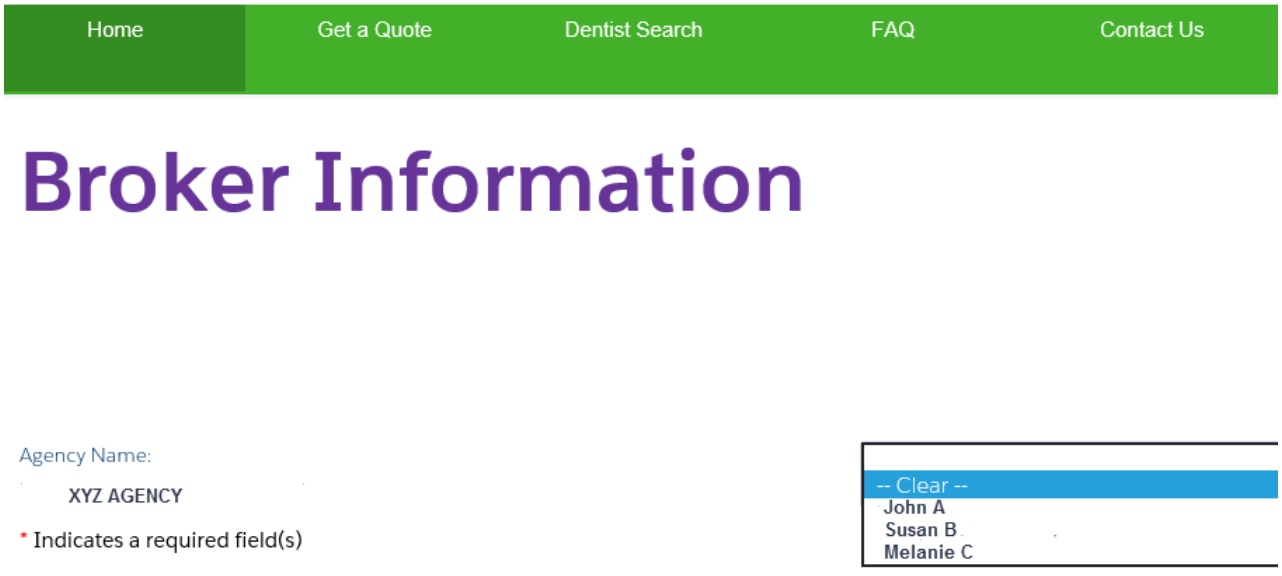


Step 2: Review available plans and enroll



Step 3: Your client enters required information to create an account

Step 4: Select broker from drop-down list



Q: How will I know if clients have purchased a policy using my URL?

A: Clients will be listed individually on your commission statement.

Q: What happens if a client signs up but doesn't use my URL?

A: If the unique URL isn't used, you will not receive credit or commission for the sale. Your client must select your name from the drop-down list shown in the URL provided for you or your agency.

Q: What if I experience issues with my URL?

A: Issues can be reported to Commissions@DeltaDentalNJ.com. Include your client's information if you need to be assigned as the agent of record.

Q: How can agencies share plan information with individuals?

A: Digital and print brochures have been created for you to share with clients. The digital brochures have an editable field that enables you to customize the brochure with your contact information and unique URL.

Q: How do I request brochures?

A: Digital and print versions can be ordered by emailing Commissions@DeltaDentalNJ.com.

Q: What if I need to submit a paper application?

A: You will only receive commissions on applications submitted through your unique URL. For paper applications, you must comply with PCI regulations when in possession of a client's credit card number. Please refer to your brokerage house for more information about PCI regulations. Mail the completed application and physical check to:

Delta Dental Billing and Enrollment
PO Box 103
Stevens Point, WI 54481

Or, fax it to 800-807-1970 (checks cannot be faxed).

Q: Can I be added as Producer of Record (also called Broker of Record) for policies that were sold using a paper application?

A: No, you cannot be added as Producer of Record on policies that were sold using a paper application. You must use your custom URL to receive credit for the sale and be paid commissions.

Q: How can I get my client's ID number?

A: All members receive their ID number upon enrollment. The ID number is listed on your commission statements. You can also get your client's ID number by customer support: CustomerSupport@DeltaDentalCoversMe.com or 855-335-8275.

Plan Information

Q: What are the methods of payments for premium?

A: Payment methods available through DeltaDentalCoversMe.com are: credit or debit cards (Visa, MasterCard or Discover) or bank draft/electronic funds transfer (EFT). Checks are NOT accepted for sales made using your URL.

Q: What are the premium modes?

A: Monthly, semi-annual, and annual

Q: Where can I find premiums for Individual and Family plans?

A: You, and your clients, can use your unique URL to get quotes. Quoted premiums are based on the plan selected, ZIP Code, and number of dependents to be covered. Rates for some plans are based on the age of the policyholder or dependent on the policy effective date.

Q: What are the effective dates that a client can request?

A: When sold using your URL, your client can request an effective date of the first of the next month or the first of the month after.

Example: You submit your client's application online on December 12. Your client can select an effective date of January 1 or February 1.

Q: What is the last day of the month that an application can be submitted for an effective date of the first of the following month?

A: Credit/debit card applications must be received by the last business day of the month for an effective date of the first of the next month. When paying with bank draft/EFT, applications must be received by the 24th of the current month or the business day prior if the 24th is not a business day. If the application is received after the 24th, the plan will have an effective date of the 1st of the following month. This applies to applications submitted through your URL or via paper.

Example: An application received on the 27th of June with bank draft as the payment method will have an effective date of August 1st. That same application with credit card as the payment method can have either a July 1 or August 1 effective date depending on the applicant preference.

Q: Can an employer pay premiums for an employee?

A: No, an employer cannot pay premiums for an employee.

For New Jersey, the policyholder or other person covered by the plan can pay the plan premiums for Classic and Enhanced plans. A parent, guardian or similar person with insurable interest can pay the premium for the Clear plan even if it does not cover that person.

For Connecticut, the policyholder or other person covered by the plan can pay the plan premiums for Classic, Enhanced and Premium plans.

Q: What is the contract period for the plans?

A: For New Jersey, all contract periods are on an annual basis. For Connecticut, all contract periods are on a month-to-month basis.

Q: Can a member leave a plan mid-contract?

A: In New Jersey members cannot leave their plan mid-contract in most cases. When they purchase a Classic, Enhanced, or Clear plan, members are agreeing to keep the plan for at least 12 months. However, there are five reasons why a member can leave their plan mid-contract:

1) They become covered under a group plan at work,
2) The policyholder passed away, or
3) They enter into military service, or
4) If their marital status changes, or
5) If a civil union or domestic partnership status changes.

In Connecticut, a member may terminate at the conclusion of any month.

Q: Can you terminate a plan mid-contract?

A: Delta Dental can terminate a plan mid-contract for one of the following reasons:

1) Failure to pay premium,
2) A person covered by the policy commits fraud related to the policy, or
3) A person not covered by the policy uses the policy, or
4) A covered person fails to follow the terms of this policy.

Q: **Can a subscriber change plans at renewal**?

A: Yes, they will need to submit an updated paper application. A paper app can be printed from the Deltadentalcoversme.com or requested from our Sales Department at 888-899-3736. Submit the paper application by one of the following methods:

- Email to CustomerSupport@DeltaDentalCoversMe.com
- Fax to 800-807-1970
- Mail to Delta Dental
  Billing and Enrollment
  PO Box 103
  Stevens Point, WI 54481

Q: Where should members call if they have questions about the plans or to terminate for one of the above reasons?

A: They should call 855-335-8275 or email CustomerSupport@DeltaDentalCoversMe.com.

Q: Does the Delta Dental mobile app work with Individual and Family plans?
A: Yes, it does.

Q: What number do I call with questions about one of the Delta Dental of New Jersey and Connecticut Individual and Family Plans?

A: You should call 855-335-8275 or email CustomerSupport@DeltaDentalCoversMe.com. For Commission questions, email Commissions@DeltaDentalNJ.com.

DELTA DENTAL®

Delta Dental of New Jersey
Delta Dental of Connecticut
Producer Data Form

Agency Name or Producer Name			SSN or Tax ID Number	
Contact Name and Title (if different than that of producer)			Telephone Number	
Address			Email Address	
City	State	Zip + 4	Fax Number	
Agency License Number	National Producer Number		Effective Date	Expiration Date

Affiliated Producers: List all individual producers who will sell or market Delta Dental of NJ and CT individual dental policies.

Affiliate Name	License Number	National Producer Number	Effective Date	Expiration Date	Email Address

Include copies of the following documents:

- Completed and signed EFT form (please remember to include a copy of a voided check)
- Current copy of your (and your agency's) license
- Completed and signed IRS Form W-9
- Completed and signed Producer Agreement
- Completed and signed Business Associate Agreement
- Current copy of your or your agency's errors and omissions insurance certificate

Producer or authorized representative's signature	Date
Print name and title	

DELTA DENTAL OF NEW JERSEY, INC.
INDIVIDUAL AND FAMILY PLAN
PRODUCER / CORPORATE PRODUCER AGREEMENT

This Agreement is entered into effective this ____ day of _____ 20___, by and between Delta Dental of New Jersey, Inc., a New Jersey not-for-profit Dental Service Corporation (hereinafter called "DDNJ" or "Delta Dental") and _____, a New Jersey licensed insurance producer/insurance agency (hereinafter called "Producer").

WHEREAS, Delta Dental provides dental benefits to individuals and families that are New Jersey residents; and

WHEREAS, the undersigned Producer is duly licensed and holds a valid insurance producer license in the State of New Jersey and desires appointment by DDNJ in order to market, solicit, sell, negotiate or otherwise effect contracts for the individual and family dental benefit products offered by DDNJ; and

WHEREAS, DDNJ may directly or through a designated Third Party Administrator ("TPA") perform final underwriting, monthly billing, dues collection and distribution, monthly eligibility reporting, contract issue, renewal, non-renewal, and termination, customer service and claims processing, provider network credentialing, producer appointment and commission payment;

NOW THEREFORE, in consideration of the mutual agreements and conditions contained herein, and for valuable consideration, the parties agree as follows:

I. PRODUCER RESPONSIBILITIES:

Producer shall have the following responsibilities during the term of this Agreement:

A. Marketing

In consultation with Delta Dental, Producer will market Delta Dental's dental benefit products as to individuals and families that are residents of New Jersey using only materials prepared or approved by Delta Dental.

Producer shall not market or receive commission payments for placement of DDNJ individual and family plan products or business placed, purchased by or sold to the following:

- Any individual plan offered on the public exchange or sold through HealthCare.gov, or policies underwritten by any other Delta Dental affiliate other than Delta Dental of New Jersey.
- Any group benefits, small employer, large employer, association coverage, public sector or governmental units.
- Any individual dental benefit contract where a third party other than the individual and/or eligible dependents pay for the dental benefit.
- Any contract where the individual and/or eligible dependents have dental benefits either through an individual plan or through an employer, association, or public sector plan.
- Any individual dental benefit contract issued to an individual that is not a New Jersey resident or is not eligible for dental benefits coverage.
- For individuals already enrolled in an individual dental benefit contract or an individual enrolled in a New Jersey individual dental benefit contract in the prior 12-month period. This prohibition applies even in the event of a Broker of Record change request made by or on behalf of a current Delta Dental client. A current Delta Dental client is any individual with an individual dental benefit contract in effect with Delta Dental during the 12-month period prior to completion of an application by or through Producer.

B. Pricing

Producer acknowledges that Delta Dental shall establish market rates, commissions, service fees overrides, or incentives, where applicable, to be paid to Producer as set forth in this Agreement. All rate quotations issued shall be in accordance with rates or tables as supplied by or approved by Delta Dental, which may be modified from time to time at the discretion of Delta Dental. Commissions, service fees, overrides, or incentive payments, where applicable, may not be changed without the written approval of Delta Dental's Vice President of Underwriting.

C. Producer's Authority

1. Underwriting & Enrollment

Producer, on behalf of an individual, shall supervise initial application and enrollment to ensure conformity with Delta Dental's underwriting, pricing, eligibility, and enrollment guidelines. Producer shall submit all applications as required by Delta Dental. Producer shall submit signed applications from each applicant to Delta Dental or its designated TPA. Producer shall inform each applicant that an application is not effective until approved in writing by Delta Dental. Producer shall promptly transmit to Delta Dental or its designated TPA all materials collected from an applicant according to accepted industry standards.

Producer shall distribute to individual contract holders any necessary enrollment materials for the applicable Delta Dental product or program. At its option, Delta Dental may choose and inform Producer that Delta Dental or its designated TPA shall be responsible for enrolling and servicing an individual directly; alternatively, Delta Dental or its designated TPA may require enrollment by an individual through a designated on-line portal or website.

Producer shall have no authority to a) underwrite; b) enter into any contract for benefits on behalf of Delta Dental; c) accept payment for any contract for benefits; d) adjust, compromise or settle claims or waive any Delta Dental contract term or condition; e) use Delta Dental's name or logo in any advertising or promotional material or presentation without written authorization of Delta Dental; f) represent to any third party that it has any other authority not specifically granted under this Agreement.

2. Collection and Remittance of Premium

Delta Dental or its designee shall bill and invoice individual dental benefit contract holders. Producer is not authorized to collect contract charges or premium from any individual or subscriber and shall direct all eligible individuals to the appropriate website (www.DeltaDentalCoversMe.com) to complete required payments. If producer is provided with monies or any funds for initial premium are received on behalf of Delta Dental, Producer shall remit such funds to Delta Dental or to its designated TPA immediately upon receipt. In the event any funds belonging or due to Delta Dental are received by Producer, they shall be deposited into a separate interest-bearing trust account and remitted in full to Delta Dental within five working days after receipt. Any funds not remitted in accordance with this paragraph shall bear interest at a rate of 18% per annum. In the event Delta Dental files suit to collect monies due from Producer pursuant to this paragraph, Delta Dental shall be entitled to collect the cost of such suit and reasonable attorney's fees.

D. Dental Benefits Services Program

1. Benefit Designs

Delta Dental shall provide Producer with approved benefit designs for marketing Delta Dental products that Delta Dental authorizes Producer to market. Delta Dental shall have the ability to modify existing benefit designs or add new benefit designs, subject to contractual terms and applicable law. Producer shall be knowledgeable regarding the DDCT Individual Dental Benefit Plan program including products, plan design, and benefits.

2. Plan Administration

Once the application has been accepted, dental benefit coverage shall be administered in accordance with the applicable benefit design offered by Delta Dental and selected by the individual. Delta Dental shall have the right to cancel or non-renew any individual or family contract in accordance with applicable New Jersey laws and regulations governing cancellation and non-renewal and the respective terms of the approved form of contract governing the dental benefit plan.

E. Non-exclusive Arrangement

Producer acknowledges that Delta Dental shall contract with or appoint additional producers and may also choose to engage in direct independent solicitation of business, or engage the services of agents, employees, and other representatives to solicit, sell, and service its products. Producer shall not be entitled to payment of any commissions or fees for sales arising from such engagements by Delta Dental.

F. Production

Producer shall use commercially reasonable efforts to market and sell Delta Dental's individual and family dental products and programs to New Jersey residents. Delta Dental may terminate this Agreement and its appointment if Producer does not produce new enrollment during any 12-month period following execution of this Agreement.

G. License

Producer warrants that it holds a valid insurance producer license in New Jersey, that it shall continue to maintain licensure during the term of this Agreement, that it shall notify Delta Dental in writing in the event his/her license is no longer active or Producer is not authorized to market Delta Dental's individual and family dental products in New Jersey. Producer will not permit an unlicensed individual to engage in any activity for which a New Jersey producer license is required. Producer acknowledges its responsibility to comply with all applicable New Jersey Insurance Laws and regulations.

H. Compliance with Legal Requirements

Delta Dental and Producer shall comply, and cause their principal persons, affiliated producers, and employees to comply, with all applicable provisions of New Jersey Insurance Laws and regulations promulgated by the New Jersey Commissioner of Insurance and any related New Jersey laws and regulations as well as all applicable provisions of federal law and the regulations. Additionally, Producer shall promptly notify Delta Dental of the institution of any disciplinary proceedings against Producer or, in the case of a Corporate Producer, any of their principal persons, affiliated producers, or employees, relating to any license issued by the New Jersey Department of Banking and Insurance.

I. Appointments

Delta Dental shall file applications with the New Jersey Department of Banking and Insurance relating to this contract and its termination. To the extent permitted or required by law, Delta Dental may, at its option, make the

initial payment for any required appointment fee. At its discretion, if Delta Dental has paid a Producer appointment fee in New Jersey, if Producer does not produce new enrollment during any 12-month period or if Producer's appointment is terminated for any reason, Delta Dental shall require Producer to remit the Producer appointment fee prior to appointment or re-appointment. At Delta Dental's discretion, Producer authorizes Delta Dental to deduct any applicable annual Producer appointment fee from any Commission payment due by Delta Dental to Producer. Any producer appointments shall terminate upon the termination of this Agreement. Producer shall be responsible for identifying all individuals and licensees that may require appointment. Producer shall not permit marketing of Delta Dental products by individuals that are not duly licensed and have not submitted a completed appointment application packet to Delta Dental. Producer is responsible for maintaining a valid license in accordance with regulations adopted by the New Jersey Department of Banking and insurance. Producer shall supply Delta Dental with all documentation necessary in connection with any required appointment process.

J. Producer of Record

Producer shall provide documentation on a form acceptable to Delta Dental to indicate that he/she is the Producer or Broker of Record for any individual he/she represents in connection with the sale or purchase of an individual or family plan or program offered by Delta Dental.

Delta Dental shall make commission payments to the Producer or Broker of Record. If the Producer or Broker of Record wants the commission payment to be assigned, as for example, to a Corporate Producer, the Producer or Broker of Record shall provide Delta Dental with a completed Assignment of Commission Form. Producer acknowledges and agrees that both the Assignor (the person or entity assigning) and Assignee (the person or entity receiving the assignment) must be licensed and appointed by DDNJ in order to have the commission payment assigned and to allow Delta Dental or its designee make payment.

K. Commission Payments

Delta Dental shall make commission payments to the Producer or Broker of record for business it accepts that meets its underwriting criteria and subject to the additional requirements of this paragraph. Delta Dental shall pay commissions to Producer only where the Producer is identified as Producer or Broker of Record by the individual and where services performed by Producer are performed in a manner satisfactory to Delta Dental.

The producer commission for insured individual dental plan business is ten percent (10%) in accordance with this section I-K.

Commissions shall be paid on eligible business placed by for policies with effective dates of August 1, 2018 and later. Commissions shall be paid on eligible business 60 days following the effective date of the initial contact entered into by the individual dental benefit contract-holder. The initial commission payment shall be made 60 days after the effective date of the contract and monthly thereafter based on premium collected and earned by Delta Dental. Producer shall not be entitled to commission payments for the following:

- Any individual plan offered on the public exchange or sold through HealthCare.gov, or policies underwritten by any other Delta Dental affiliate other than Delta Dental of New Jersey.
- Any group benefits, small employer, large employer, association coverage, public sector or governmental units.
- Any individual dental benefit contract where a third party other than the individual and/or eligible dependents pay for the dental benefit.
- Any contract where the individual and/or eligible dependents have dental benefits either through an individual plan or through an employer, association, or public sector plan.
- Any individual dental benefit contract issued to an individual that is not a New Jersey resident or is not eligible for dental benefits coverage.

- For individuals already enrolled in an individual dental benefit contract or an individual enrolled in a New Jersey individual dental benefit contract in the prior 12-month period. This prohibition applies even in the event of a Broker of Record change request made by or on behalf of a current Delta Dental client. A current Delta Dental client is any individual with an individual dental benefit contract in effect with Delta Dental during the 12-month period prior to completion of an application by or through Producer.

Producer acknowledges that fees or commissions paid to Producer are calculated as part of the premium charged to the individual and collected by Delta Dental. Commissions shall be deemed earned only when the premium on which the commission is based is paid by the individual to Delta Dental. If a premium adjustment is made for any period, then a corresponding adjustment shall be made in Producer's commission or fee in the current period. Any indebtedness of a Producer to Delta Dental shall be a first lien against any commissions due to Producer and shall be applied to offset such indebtedness.

Where an individual changes the Producer of Record designation, notwithstanding that such change is made mid-term or upon renewal, Producer acknowledges and agrees that Delta Dental shall cease making commission payments to Producer and shall make commission payment to the new Producer of Record effective the month following Delta Dental's receipt of written documentation of the change or upon such later date as specified in writing by the individual.

Commission payments shall be based on standard market rates as identified in the applicable Agreement or executed Rider corresponding to the Delta Dental individual and family dental product or the commission agreement applicable to the individual as agreed to in writing by Delta Dental, if different. Commission rates identified in the Agreement or applicable Rider may be modified from time to time by Delta Dental upon thirty days' notice.

If Producer is entitled to receive any "incentive" compensation from Delta Dental, Producer must confirm in writing that it has disclosed such incentive compensation to each individual for whom it acts as a Producer.

Commission payments shall not be assigned or payable unless the assignment conforms to the requirements of Paragraph J.

L. Confidential and Proprietary Information

Delta Dental and Producer agree not to use or disclose to any other person or entity, either during the term of this Agreement or thereafter, any records or information which relate to the other's business, business process or strategy, marketing strategy, or any records or information about underwriting, administrative rates, systems, forms, business processes, networks, providers, provider payments, or utilization of or by any individual contract that is the subject of this Agreement or any business placed by Producer under the terms of this Agreement. Delta Dental and Producer further agree to implement all such reasonably necessary precautions to prevent the unauthorized use or disclosure of such records and information.

Producer shall maintain the privacy, security, and confidentiality of enrolled individual or dependent confidential information to the extent required by applicable laws and regulations. In no event will Producer release or discharge to third parties enrolled individual or dependent confidential information without the written approval of the subscriber, employee, or dependent or Delta Dental, except to the extent required by law.

All enrolled individual and dependent confidential information, records, reports and other data provided by Delta Dental to Producer are solely for Producer's use in marketing Delta Dental's dental benefit plans, and Delta Dental disclaims all liability arising out of Producer's use or dissemination of such information, records, reports or data.

M. HIPAA

Producer and Delta Dental acknowledge the applicability of the Health Insurance Portability and Accountability Act ("HIPAA") with respect to the privacy and protection of the individually identifiable health information of enrolled individuals and dependents in Delta Dental's dental benefit programs and plans, and intend that all activities conducted in furtherance of this Agreement shall be done in a manner that complies with HIPAA and Producer's responsibilities to the individuals to whom the Producer provides services.

N. Advertising and Use of Trademarks

Each party acknowledges the other's sole and exclusive ownership or licensure of its respective trade names, commercial symbols, trademarks, and service marks, whether presently existing or later established (collectively "Marks"). No party shall use the other party's Marks in advertising or promotional materials or otherwise without the owner's or licensor's prior written consent; provided, however, that the parties may publicize the fact that Producer is appointed by Delta Dental and that Delta Dental provides dental plans and programs to New Jersey individuals and families pursuant to the terms of this Agreement, so long as any and all such publicity is coordinated with and approved by the parties in advance.

Producer shall not undertake any advertising or use Delta Dental Marks except as specifically permitted by this Agreement. Without limiting the generality of the foregoing, Producer specifically acknowledges and agrees that it shall not use Delta Dental Marks except on behalf of and for the sole benefit of Delta Dental and only in New Jersey, the geographic location where Delta Dental is authorized pursuant to its license agreement with the Delta Dental Plans Association (DDPA) to use the Delta Dental Mark.

Producer agrees and acknowledges that DDPA is the owner of the Delta Dental Marks and is a third party beneficiary of the provisions of this Agreement restricting Producer's use of the Delta Dental and DDNJ Marks. Producer acknowledges that use of the Delta Dental Marks must be in compliance with the DDPA Service Mark License Agreement and consistent with the Delta Dental Graphics standards of the DDPA.

Producer further agrees that DDPA may enforce those provisions against Producer directly and that Delta Dental and DDPA shall have the right to conduct on-site audits of Producer to verify compliance with this section of the Agreement.

O. Indemnification

Producer shall indemnify, defend and hold harmless Delta Dental, its directors, officers, employees, agents, and affiliated companies against any and all claims, demands, liabilities, costs, damages, causes of action, penalties, or administrative proceedings whatsoever, including reasonable attorneys' fees, arising from (a) Producer's negligent or willful performance or nonperformance of Producer's obligations under this Agreement; (b) any breach, intentional or otherwise by Producer or Corporate Producer of this Agreement or of any representation or warranty made in this Agreement; or (c) negligent or willful acts or omissions of any of Producer's or Producer's employed or contracted employees, affiliated producers, contractors, consultants, or subcontractors.

P. Errors and Omissions Insurance

As a condition of appointment, Producer shall maintain errors and omissions insurance as may be required by law or in such form and amount as may be required by Delta Dental.

Q. Term and Termination

1. Term

The term of the Agreement shall be for an initial period of one (1) year beginning at 12:01 a.m. on the effective date and shall be automatically renewed from year to year thereafter unless terminated in accordance with Section Q(2).

2. Termination

This Agreement may be terminated at any time, without cause, upon written notice by either Delta Dental or Producer to the other party upon 30 days advance notice. This Agreement may also be terminated at any time for cause. "Cause" shall mean the material breach of any provision of this Agreement. Delta Dental may also terminate the Agreement with any Corporate Producer upon material breach of any provision of this Agreement by an individual or individual Producer affiliated with or employed by a Corporate Producer. Upon Termination of this Agreement, Delta Dental shall terminate Producer's appointment, and Producer shall no longer have authority to sell, market, or negotiate Delta Dental products or programs in New Jersey.

II. GENERAL PROVISIONS:

A. Entire Agreement

This Agreement, the HIPAA Business Associate Agreement, any Rider, and any agreements required for the plans or program as executed by the parties shall be incorporated herein and shall constitute the entire agreement between Delta Dental and Producer and supersedes all prior understandings, whether written or oral. This Agreement can be changed, modified, or supplemented only by a written document signed by both parties.

B. Assignment

Producer shall not assign or transfer any of its rights or its obligations under this Agreement without prior written consent of Delta Dental. Delta Dental shall have unilateral power to assign this Agreement in whole or in part to one or more of Delta Dental's affiliates or successor corporations.

C. Independent Contractors

Delta Dental and Producer are and shall continue to act at all times as independent contractors and their relationship shall not be considered that of joint venturers, partners, or employer-employee.

D. Notices

All notices required to be given pursuant to the terms of this Agreement shall be delivered personally or sent by United States registered or certified mail, postage prepaid and return receipt requested or by overnight delivery service, and addressed or delivered to the other party at the following address (or such other address as may hereafter be designated by a party by written notice to the other party):

If to Delta Dental:

Delta Dental of New Jersey, Inc.
1639 Route 10
Parsippany, NJ 07054
Attention: Paul J. DeMaio, Esq.
Senior Vice President and General Counsel

If to Producer:

_____
_____
_____
Attention: _____

E. Severability

If any provision of this Agreement is declared invalid or unenforceable by any arbitrator, court or other competent authority, the remaining provisions shall remain in full force and effect.

F. Captions

Any captions to or headings of the sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, and are not a part of the Agreement, and shall not be used for the determination of the validity or interpretation of this Agreement or any provision hereof.

G. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

H. Waiver of Rights

No waiver of any provision of this Agreement shall be binding unless the waiver is in writing and signed by an officer of the party alleged to have waived the provision. No waiver of any provision of this Agreement on one occasion shall operate as a waiver of that or any other provision of this Agreement on any future occasion.

I. No Third Party Benefit

This Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligations that may be possessed by such third party, with the exception of the rights of DDPA pursuant to Section I-N of this Agreement.

J. Producer Records and Inspections

Producer shall maintain complete records and accounts of all transactions relating to the subject of this Agreement and permit DDNJ or its authorized agent, upon reasonable notice and during normal business hours, to copy and inspect all such records and accounts.

K. Governing Law

This Agreement shall be governed by and construed under the laws of the State of New Jersey.

IN WITNESS WHEREOF, Delta Dental and Producer have caused this Agreement to be signed by a duly authorized officer on this _____day of_____, 20___.

DELTA DENTAL OF NEW JERSEY, INC.

By: _____
Name: _____
Title: _____
Date: _____

[PRODUCER][CORPORATE PRODUCER]

By: _____
Name: _____
Title: _____
SSN or TIN: _____
Date: _____

DELTA DENTAL OF NEW JERSEY, INC. AND
DELTA DENTAL OF CONNECTICUT, INC.
AGENT BUSINESS ASSOCIATE AGREEMENT

WHEREAS, Delta Dental of New Jersey, Inc., Delta Dental of Connecticut, Inc., and their affiliates or subsidiaries ("Delta Dental") underwrite and administer dental benefit plans for various New Jersey or Connecticut individuals, small employer groups, or large employer groups, and are, therefore, subject to regulation under the Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health ("HITECH") Act, and their implementing regulations, 45 C.F.R. §§ 160, 162, and 164, and other federal and state laws; and

WHEREAS, for purposes of this Agreement, Delta Dental is a "Covered Entity," or a "Business Associate" as those terms are defined in 45 C.F.R. § 160.103; and

WHEREAS, Delta Dental has entered into an Agent Agreement with _____to provide certain services to Delta Dental that may require Agent to have access to Protected Health Information of persons covered by Delta Dental; and.

WHEREAS, Agent is, therefore, a "Business Associate," as that term is defined in 45 C.F.R. § 160.103 and, therefore, agrees to comply with terms of this Agreement and the responsibilities and obligations set forth in HIPAA and the HITECH Act, and their implementing regulations, including the Final Omnibus Rule, and other federal and state laws that protect the privacy and security of Protected Information or Protected Health Information; and

WHEREAS, Delta Dental and Business Associate wish to supplement the Agency contract(s) for services in order to comply with HIPAA and the HITECH Act (including but not limited to the Privacy Rule, the Security Rule, the Breach Notification Rule, the Enforcement Rule, and the Final Omnibus Rule published on January 25, 2013 (45 C.F.R. Part 160 and Part 164), and other regulations relating to the privacy and security of individuals' personally identifiable information (including but not limited to those required by Gramm-Leach-Bliley and state laws) to the extent they are applicable;

NOW, THEREFORE, on this ____ day of _____, 20___, for good and valuable consideration, the receipt of which is hereby acknowledged, Delta Dental and Business Associate agree as follows:

1. Definitions

(a) *Agent.* "Agent" shall mean an individual licensed to sell or market dental benefits pursuant to applicable state law and the Agreement between Delta Dental and Agent.

(b) *Breach*. "Breach" shall have the meaning set forth at 42 U.S.C. § 17921 and 45 C.F.R. § 164.402 and 45 C.F.R. part 164, subpart E.

(c) *Business Associate*. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103.

(d) *Covered Entity.* "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103.

(e) *Electronic PHI (E-PHI).* "Electronic PHI" shall have the meaning found in 45 C.F.R. § 160.103.

(f) *Individual* shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(g) *Permitted By Law.* "Permitted By Law" shall mean that applicable law, including the Privacy Rule, does not prohibit the use and/or disclosure of the Protected Health Information in the manner and/or for the respective purpose.

(h) *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

(i) *Protected Financial Information or Personally Identifiable Information.* "Protected Financial Information" or "Personally Identifiable Information" means all individually identifiable information about natural persons other than Protected Health Information that is subject to federal or state laws requiring the safeguarding of, the regulating and restricting of access to, the collection, use, disclosure, processing, destruction, and transmission of individually identifiable personal information or data that Delta Dental or Business Associate receives from Covered Entity and/or by Delta Dental or Business Associate when acting on behalf of Covered Entity and/or its benefit plan(s).

(j) *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received Business Associate from or on behalf of Delta Dental.

(k) *Protected Information*. "Protected Information" means all "Protected Health Information," "Protected Financial Information," and "Personally Identifiable Information," as these terms are defined in this Agreement.

(l) *Required By Law. "*Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(m) *Secretary*. "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or designee.

(n) *Security Incident*. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

(o) *Security Rule.* "Security Rule" shall mean the Security Standards for the Protection of Electronic Health Information at 45 C.F.R. part 160, 162, and part 164, subparts A and C.

(p) *Subcontractor.* "Subcontractor" shall mean a person or entity "that creates, receives, maintains, or transmits Protected Health Information on behalf of a "business associate" and who is not considered a business associate, as the latter term is defined in 45 C.F.R. § 160.103.

(q) *Unsecured Health information.* "Unsecured health information" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through specified technology or methodology as set forth in 45 C.F.R. § 164.402.

(r) Any other terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 C.F.R. § 160.103, § 164.402, and § 164.501.

2. Obligations and Activities of Business Associate

(a) Business Associate agrees to comply with the terms of this Agreement and the responsibilities and obligations set forth in HIPAA and the HITECH Act, and their implementing regulations, and other federal and state laws that protect the privacy and security of Protected Information.

(b) Business Associate agrees not to use or further disclose Protected Information other than as permitted or required by this Agreement or as Required By Law.

(c) Business Associate agrees that it shall utilize physical, administrative, and technical safeguards that are appropriate to ensure that the Protected Information is not used or disclosed in any manner inconsistent with this Agreement or applicable law. Such safeguards shall include, but not be limited to: (1) establishing policies and procedures to prohibit any employee of Business Associate who does not have a reasonable need for the Protected Information from accessing such information; (2) informing all employees of Business Associate whose services may be used to fulfill obligations under this Agreement of the terms of this Agreement; (3) conducting periodic training of staff concerning the safeguards in use. Business Associate shall provide Delta Dental with such information concerning the aforementioned safeguards employed by Business Associate as Delta Dental may reasonably request from time to time. Business Associate shall comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information.

(d) Business Associate agrees that it shall conform to the standards set forth at 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, 164.316 in implementing appropriate physical, administrative, and technical safeguards that reasonably and appropriately protect the confidentiality, security, integrity, and availability of the Protected Information that it uses, creates, receives, maintains and/or transmits.

(e) Business Associate agrees to inform any Agent or Subcontractor to whom it provides Protected Information of the need to maintain the confidentiality of such information. Business Associate agrees that it will require any agent or subcontractor to whom it provides Protected Information to utilize appropriate administrative, physical, and technical safeguards (including periodic training of staff concerning such safeguards) that reasonably and appropriately protect the confidentiality, security, integrity, and availability of the Protected Information that it creates, receives, maintains and/or transmits. Business Associate further agrees that in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), if applicable, to require any such Agent or Subcontractor to whom it provides Protected Information to agree in writing to substantially the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees that, upon request by Delta Dental, it will provide Delta Dental with a copy of the written agreement governing the confidentiality of Protected Information in all instances where Business Associate provides Protected Information to any agent or subcontractor.

(g) Business Associate and Delta Dental agree that each party shall limit its request or disclosure of Protected Information to limited data sets or minimum necessary information as is or shall be required by the Secretary.

(h) Business Associate agrees that it shall, at its own expense, monitor and record all unauthorized uses or disclosures of Protected Information. An unauthorized use or disclosure is one that is not permitted by this Agreement or Required by Law.

(i) As required by 45 C.F.R. § 164.410, Business Associate agrees to report to Delta Dental in writing any Security Incident, or any use or disclosure of Protected Information not authorized by this Agreement or

otherwise Required by Law, or any incidents that constitute breaches of unsecured protected health information within no later than fourteen (14) business days after Business Associate first becomes aware of the unauthorized use or disclosure. However, written notice of a successful Security Incident or of an unauthorized use or disclosure of Protected Information involving 500 or more individuals shall be made immediately upon Business Associate becoming aware of such use or disclosure. Such report shall also include Business Associate's discovery of an unauthorized use or disclosure made by an Agent or Subcontractor of Business Associate.

(j) Business Associate agrees that it shall also investigate and evaluate at its own expense, for purposes of reporting to Delta Dental, any unauthorized use or disclosure, any Security Incident, or any Breach of Unsecured Protected Information required to be reported under subsection (i) above, to determine whether there has been a Breach that requires notice to be provided either to the affected party or to the Secretary or other third party. In the event of a Breach, Business Associate agrees that it shall provide to Delta Dental a written report, no later than 30 days following the notice required to be provided under subsection (i) detailing the circumstances of the breach and the identity of the individuals involved. Business Associate's written report shall contain sufficient detail to allow Delta Dental to conduct its own evaluation to determine whether notice of Breach is required and to allow Delta Dental to provide any required notice, as appropriate, either to an effected individual or individuals, to the Secretary, or to the media, pursuant to 45 C.F.R. §§ 164.404 to 164.408. Delta Dental shall, at its option, advise Business Associate in writing, within a reasonable time, whether Delta Dental or Business Associate shall be responsible for issuing the notice of Breach to the affected individual(s). In no instance shall Business Associate issue its own notice of Breach to an effected individual without prior written consent by Delta Dental. Delta Dental reserves the right to review and to request reasonable modification to the wording of the notice of Breach in the event Delta Dental exercises its option to have Business Associate issue the notice of Breach.

(k) Business Associate shall provide Delta Dental with the following minimum information regarding all unauthorized uses or disclosures of Protected Information: (i) the name(s) and address(es) of the individual(s) whose Protected Information was used, released, or disclosed; (ii) identify the type(s) of Protected Information that was used, released, or disclosed; (iii) the name, identity and address of the individual(s) to whom the Protected Information was released or disclosed or, used or accessed by, if known; (iv) the steps taken to investigate the circumstances under which the Breach occurred; (v) the results of the investigation; (vi) the measures that have or will be undertaken to prevent further or future similar Breaches; (vii) the date on which Business Associate first learned or became aware of the Breach. Business Associate shall provide any other information reasonably requested to allow Delta Dental to evaluate or to provide an individual(s) with notice of a Breach that occurred while the Protected Information was in the custody and control of Business Associate, in accordance with time frame, notice content, and mode of communication requirements set forth in 45 C.F.R. § 164.404.

(l) Business Associate shall maintain all records, information, and documentation pertaining to unauthorized uses or disclosures of Protected Information or of any Breach. Business Associate shall make such records available to Delta Dental at Delta Dental's request. Business Associate shall maintain such records for a minimum of six (6) years.

(m) To the extent any Breach or unauthorized access of Unsecured Protected Information is attributable to a breach of the obligations under this Business Associate Agreement by Business Associate or its agent or subcontractor, Business Associate shall bear the costs incurred by Delta Dental to the extent such costs are necessary for Delta Dental to comply with its legal or contractual obligations relating to such Breach under applicable federal or state breach notification statutes or regulations. Such costs may include those reasonably incurred by Delta Dental in responding to the breach, including: (1) the reasonable cost of distributing notification to affected individuals; (2) the reasonable cost of publishing notice in any

required media; (3) the reasonable cost of providing credit monitoring services, not to exceed twelve (12) months, or longer if required by law; (4) the reasonable cost of providing call center support to affected individuals for a period not to exceed thirty (30) days from the date the breach notice is sent to affected individuals; and (5) the reasonable cost of any other measure required under applicable law.

(n) Business Associate agrees to indemnify Delta Dental for all direct costs incurred by or penalties assessed against Delta Dental as a result of a Breach attributable to Business Associate. Such costs may include, but are not limited to, providing the individual whose information was the subject of a Breach with credit monitoring services, pursuant to subsection (m) above.

(o) Business Associate agrees to investigate and to promptly mitigate, to the extent practicable, an impermissible use or disclosure, or harmful effect that is known to Business Associate and attributable to such use or disclosure of Protected Information by Business Associate. Business Associate also agrees to promptly mitigate, to the extent possible, any known business practice that may have caused such use or disclosure in order to protect against any further breach.

(p) Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of the Protected Health Information available to the Secretary for the purposes of determining Delta Dental and Business Associate's compliance with the HIPAA Privacy and Security Regulations. Business Associate shall also file any necessary reports with the Secretary, as may be required by law. Business Associate shall immediately notify Delta Dental of any request by the Secretary to review or audit Business Associate's compliance with the HIPAA Privacy and Security Regulations.

(q) Business Associate agrees to provide access to Protected Health Information in a designated record set upon request, and in the time and manner reasonably designated by Delta Dental in order to meet the requirements of 45 C.F.R. § 164.524.

(r) Business Associate agrees to make any amendment(s), as appropriate, to Protected Health Information pursuant to 45 C.F.R. § 164.526.

(s) Business Associate agrees to document all disclosures of Protected Health Information to the extent necessary to allow Delta Dental to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and any additional regulations adopted by the Secretary governing the information required to be collected about each disclosure.

(t) Business Associate agrees to document and to provide to Delta Dental, in the time and manner reasonably designated by Delta Dental, information collected in accordance with Section 2(s) of this Agreement, to permit them to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

(u) Business Associate agrees that it shall not engage in fundraising or marketing using any of the Protected Information provided by or obtained on behalf of Delta Dental; nor shall it either directly nor indirectly receive remuneration in exchange for Protected Information of an Individual unless Delta Dental has obtained authorization from the Individual in accordance with 45 C.F.R. § 164.508.

(v) Business Associate agrees to provide information and documentation concerning Business Associate's compliance with this Agreement to the extent reasonably requested by Delta Dental to respond to a third party's inquiry of and/or claims against Delta Dental relating to use and/or disclosure of Protected Information and/or for Delta Dental to comply with law(s) relating to its monitoring of compliance with

this Agreement. Business Associate shall, upon Delta Dental's request, certify to Delta Dental that it complies with the terms of this Agreement.

(w) Business Associate shall allow Delta Dental to conduct periodic audits of Business Associate as may be reasonably requested from time to time to ensure that Business Associate has instituted appropriate physical, technical, and administrative measures to protect Protected Information, has provided training and periodic retraining of its employees, and has taken all necessary steps to ensure compliance with this Agreement and applicable regulatory requirements.

(x) Business Associate is aware that it may be subject to direct liability under the HIPAA Rules and subject to civil and criminal penalties for making uses and disclosures of protected health information that are not authorized by its contract or required by law.

(y) Business Associate is aware that it may be directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule.

(z) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.

(aa) Business Associate may provide data aggregation services for Delta Dental relating to Delta Dental's health care operations.

(bb) Business Associate shall not transmit or store Delta Dental's Protected Information outside the United States.

(cc) Business Associate agrees that if any of Delta Dental's Protected Information is maintained in cloud-based storage, it shall notify Delta Dental in writing to allow Delta Dental an opportunity to obtain assurances regarding the storage location and security.

3. Permitted Uses and Disclosures by Business Associate

Business Associate may request, obtain, and/or use Protected Information incident to its provision of services for Delta Dental as long as such access and/or use is either permitted by this Agreement or Required By Law and provided further that Business Associate has met all legal requirements for such access and/or use. This specifically includes but is not limited to Business Associate's access and/or use of Protected Information for the following purposes:

(a) Performance of Services for Delta Dental.

(b) Management and administration of the Business Associate, or to carry out the legal responsibilities of the Business Associate provided that such use is Permitted By Law or Required By Law, and provided that where disclosure is made, Business Associate obtains a Business Associate Agreement containing reasonable assurances in advance and in writing, subject to the same restrictions and conditions that apply to Business Associate herein.

(c) Business Associate may disclose Protected Information to third parties incident to its provision of services for Delta Dental only as Required By Law or as expressly authorized by Delta Dental.

(d) Business Associate shall, upon request by Delta Dental, provide written notice to and a copy of the Business Associate Agreement entered into by the parties to Delta Dental whenever Business Associate provides Protected Information to any individual in accordance with subsection (b).

(e) Business Associate shall not, in any event, utilize Protected Information to produce non-Protected Information (including but not limited to de-identified information or summarized data) without the express written authorization of Delta Dental.

4. Obligations of Delta Dental

(a) Delta Dental shall provide Business Associate with any changes in, or revocation of necessary permission by Individuals to use or disclose Protected Information, if such changes affect Business Associate's permitted uses and disclosures under this Agreement.

(b) Delta Dental shall notify Business Associate in writing of any restriction upon the use or disclosure of Protected Information that Delta Dental has agreed to in accordance with 45 C.F.R. § 164.522.

(c) Delta Dental shall not request Business Associate to use or disclose Protected Information in any manner that would not be Permitted By Law or Required By Law.

(d) Delta Dental shall notify Business Associate in writing of the identities of the persons authorized by Delta Dental to request and receive Protected Information from Business Associate on Delta Dental or the Covered Entity's behalf and of any limitations which Delta Dental has established as to the types of Protected Information which said persons are entitled to request and receive.

(e) Delta Dental shall provide reasonable advance notice to Business Associate in the event Delta Dental chooses to have Business Associate issue a notice of Breach to an individual whose Protected Information has been impermissibly used, disclosed, or accessed in violation of this Agreement or applicable law.

5. Term and Termination

(a) *Term*. This Agreement shall terminate when all of the Protected Information provided by Delta Dental to Business Associate, or created or received by Business Associate or Business Associate's authorized Agents or Subcontractors on behalf of Delta Dental is destroyed or returned to Delta Dental, as directed by Delta Dental or, it is infeasible to return or destroy Protected Information pursuant to (c)(ii), protections are extended to such information, in accordance with the termination provisions in this Section.

(b) *Termination for Cause*. Upon Delta Dental's knowledge of a material breach of this Agreement by Business Associate, Delta Dental may provide an opportunity for Business Associate to cure the breach or end the violation of this Agreement. If Business Associate does not cure the breach or end the violation within the time specified by Delta Dental, Delta Dental shall have the right to immediately terminate this Agreement and the underlying service agreement. Such termination shall not abrogate any rights which Delta Dental has against Business Associate for violation of this Agreement.

(c) *Effect of Termination*.

(i) Except as provided in Paragraph (ii) of this section, upon termination of the underlying contract between Delta Dental and Business Associate, and to the extent no longer necessary for Business Associate to perform its legal and contractual duties and responsibilities, Business Associate shall return to Delta Dental or destroy all Protected Information received from Delta Dental, or created or received by Business Associate on behalf of Delta Dental. Business Associate shall retain no copies of the Protected Information. Business Associate shall also require any Agent or Subcontractor to agree to return or destroy all Protected Information in their possession and to agree to extend all privacy

and security protections until all Protected Information is either returned or destroyed. If Business Associate, or its Agents or Subcontractors determine to destroy Protected Information rather than return it, written notice shall be provided to Delta Dental to allow Delta Dental the opportunity to request that the Protected Information be returned to it rather than destroyed.

(ii) In the event that Business Associate determines that returning or destroying the Protected Information is infeasible, Business Associate shall provide to Delta Dental written notification of the conditions that make return or destruction infeasible and Business Associate shall extend the protections of this Agreement to such Protected Information and limit further uses and disclosures of such Protected Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Information. Business Associate shall provide Delta Dental with written notice, once the Protected Information is no longer needed, confirming return or destruction of Protected Information by Business Associate and by any Agent or Subcontractor of Business Associate.

(iii) Termination of this Business Associate Agreement in accordance with Section 5(b) shall also, at Delta Dental's option, result in termination of the underlying service contract between Delta Dental and Business Associate.

6. Miscellaneous

(a) *Regulatory References*. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) *Amendment*.

(i) No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties.

(ii) Delta Dental and Business Associate agree to promptly amend this Agreement from time to time, to the extent necessary to permit either party to comply with the Privacy Rule, the Security Rule, or other applicable law.

(c) *Survival.* The obligations of Business Associate under the provisions of Sections 2 and 5(c) shall continue for as long as Business Associate, its Agents or Subcontractors continue to have any Protected Information of Delta Dental. The obligation of Business Associate, its Agents or Subcontractors under 2(h), 2(i), 2(j), 2(k), 2(l), 2(m), 2(n), 2(o), 2(p)2(s), 2(t), and 2(w), and to report an unauthorized use or disclosure or Breach of unsecured Protected Information; to provide all necessary information regarding such uses, disclosures, Breaches, or incidents; to make information available to Delta Dental or to the Secretary; and to indemnify Delta Dental for any uses, disclosures, or Breaches that occurred while Business Associate and or its Agent or Subcontractor had access to Delta Dental's Protected Information while this Business Associate Agreement was in effect, shall survive until the applicable civil, criminal, or regulatory statute of limitations has expired.

(d) *Interpretation*. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits both parties to comply with the Privacy Rule and/or other applicable law.

(e) *Notices*.

(i) All reports or notices to Business Associate pursuant to this Agreement shall be sent by First Class Mail to:

_____
_____
_____
_____

with a copy by First Class Mail to:

_____
_____
_____
_____

(ii) All reports or notices to Delta Dental pursuant to this Agreement shall be sent by First Class Mail to:

Delta Dental of New Jersey, Inc.
Attn: Doreen J. Piligian, Esq.
1639 Route 10
Parsippany, New Jersey 07054

with a copy by First Class Mail **and** by facsimile at (973) 285-4138 to:

Paul J. Di Maio, Esq.
Third Floor, Legal Department
1639 Route 10
Parsippany, New Jersey 07054

(iii) Either party to this Agreement may amend the names of the party's designated recipient and related information at any time by giving notice of such amendment in accordance with Section 6(e)(i) and (ii).

7. No Third Party Beneficiaries

Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Delta Dental, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. Entire Agreement

This Agreement constitutes the complete agreement of the parties relating to the access, use, disclosure and security of Protected Information and, except as otherwise provided herein, supersedes all prior representations or agreements, whether oral or written, with respect to the confidentiality and security of Protected Information.

9. Specific Performance

The parties hereby agree and affirm that the subject matter of this Agreement is unique, and that it may be impossible to measure the damages which would result to Delta Dental from violations by Business Associate of

the agreements set forth herein. Accordingly, in addition to any other remedies which Delta Dental may have at law or in equity, the parties hereby agree that either party shall have the right to have all obligations and other provisions of this Agreement specifically performed by the other party, as applicable, and that either party shall have the right to seek preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach of this Agreement without, in any case, proof of actual damages.

_____ (Agent and Business Associate)

By: _____
Name: _____
Title: _____
Date: _____

Delta Dental of New Jersey, Inc.,
Delta Dental of Connecticut, Inc.

By: _____
Name: Doreen Piligian
Title: AVP & Associate General Counsel
Date: _____

1805-mod-Agent

DELTA DENTAL®

BROKER ELECTRONIC FUNDS TRANSFER (EFT)
Direct Deposit Authorization Agreement

Electronic Funds Transfer (EFT) allows Delta Dental of New Jersey, Inc. and Delta Dental of Connecticut, Inc. ("the Company") to send commission payments directly to your bank account. To cancel EFT, you must submit a written request to the attention of the Commissions team at the Company. **All forms submitted require original signatures.**

BROKER PAYEE INFORMATION

Name

Address/City/Zip

Phone Number

Email (Required for delivery of Broker Commission Statements and EFT notifications)

BANK AND FINANCIAL INSTITUTION INFORMATION

Account Type: ◯ Checking ◯ Savings (Required – please select one)

ABA# (9 digit – Bank Routing Number)

Account #

Bank or Financial Institution Name

Bank or Financial Institution Address

Account Name (As it appears on checking or savings account)

AUTHORIZATION

I hereby authorize the Company to initiate credit entries to the account indicated above.

Signature

Title

Print Name

Date Signed

Please sign, date and include a voided check (or savings account deposit slip if using a savings account).
Questions on EFT should be directed to the Commissions team at (973) 285-4067.

Send the completed form to one of the following:

Email: commissions@deltadentalnj.com

Fax: 973-285-4110

Mail: Delta Dental of New Jersey, Inc.
Attn: Commissions Department
1639 Route 10
Parsippany, NJ 07054

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here	**Signature of U.S. person** ►	**Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 payee 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 to Form W-9 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.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

DELTA DENTAL®



Giving you access to high-quality dental care is our mission. With many plans to choose from, you're sure to find one to make you smile!

Enjoy these great benefits — no matter which Delta Dental plan you choose:

Coverage for everyone. Coverage is available to all permanent residents of the state.

Works with Medicare. You can get dental coverage even if you're part of a Medicare plan.

Travel with confidence. Delta Dental coverage goes wherever you go, in or out of the state, to your secondary residence or with college students as they travel across the country.

Quick approval. Your policy could be in effect on the first day of the month following approval of your application, if you apply before the 27th of the prior month.

Easy enrollment! Contact your local agent for information on how to enroll.



Why choose Delta Dental for your individual and family dental coverage? We're passionate about people and oral health.

Having a good dental benefits plan not only helps promote a healthy smile, but it can greatly improve your overall health.

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Delta Dental can make you smile, too. See the rest of this flyer for plan options and benefits. If you have questions about our plans, or the enrollment process, I'm happy to help.

I'm your local agent. Contact me today for your custom enrollment link.

This policy contains general and specific exclusions and limitations. This means certain dental services are not covered under the policy. Also, coverage for certain covered dental services is subject to conditions and other limitations, such as the number of times they may be covered in a given time period. You should obtain the policy and review these exclusions prior to enrollment. The policy is available during the quoting process from your agent or Delta Dental of New Jersey.

(10/20)INDPLANS-NJ

DELTA DENTAL®

Smile! Here's your choice of high-quality dental plans ... from the nation's preferred dental benefits provider.

NJ Individual Dental Plans Sold Off-Exchange (Plans do not Include ACA Pediatric Dental Essential Benefit)		
PLAN DETAIL	**Clear Plan**	**Premium Plan**
Plan Benefits Applicable to	All Enrollees	All Enrollees
Dollar maximum (per person per policy year)	None	$2,000
Deductible (does not apply to routine procedures like cleanings, exams, X-rays, and topical fuoride)	None	$100 (once per lifetime as long as policy is in force)
Out-of-pocket limit	Not Applicable	Not Applicable
In-Network	PPO Plus Premier	PPO Plus Premier
Out-of-Network Coverage?	No	Yes
Preventive & Diagnostic	$60 "check-up bundle"	100%
Basic Restorative & Oral Surgery	$120 per filling $120 per non-surgical extraction	80% Basic Restoration / 50% Oral Surgery (12-month waiting period may apply to Oral Surgery)
Endodontics & Periodontics	$500 per root canal (Limited to two teeth per 12-month period)	50% (12-month waiting period may apply)
Major Services (crowns & prosthetics)	$750 per crown $2,500 per implant (Limited to one tooth per 12-month period per procedure type)	50% (12-month waiting period may apply)
Orthodontics	Not Covered	Not Covered

Please Note: This flyer shows certain plans offered by Delta Dental of New Jersey. **Please contact your local agent or call Delta Dental at 888-899-3736 for the latest plan information and rates.** Monthly premiums may be different based on plan choice, age, location, number of people insured, their age and relationship to you. Plan designs and rates are subject to change. The Clear plan above displays some examples of fixed copayments; additionally, it covers one prosthodontic device per 12-month period.

There are additional limitations, exclusions and copayments for various services. For full details, please refer to the policy.

Delta Dental of New Jersey complies with applicable civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex.

DELTA DENTAL®

Smile! Here's your choice of high-quality dental plans ... from the nation's preferred dental benefits provider.

NJ Individual Dental Plans Sold Off-Exchange (Plans do not Include ACA Pediatric Dental Essential Benefit)		
PLAN DETAIL	**Enhanced Plan**	**Classic Plan**
Plan Benefits Applicable to	All Enrollees	All Enrollees
Dollar maximum (per person per policy year)	$1,000	$1,000
Deductible (does not apply to routine procedures like cleanings, exams, X-rays, and topical fluoride)	$50 per person $150 per family	$50 per person $150 per family
Out-of-pocket limit	Not Applicable	Not Applicable
In-Network	PPO Plus Premier	PPO Plus Premier
Out-of-Network Coverage?	Yes	Yes
Preventive & Diagnostic	100%	80%
Basic Restorative & Oral Surgery	80% Basic Restorative 50% Oral Surgery	50% (6-month waiting period may apply to Basic Restorative)
Endodontics & Periodontics	50% (12-month waiting period may apply)	50% (12-month waiting period may apply)
Major Services (crowns & prosthetics)	50% (12-month waiting period may apply)	50% (12-month waiting period may apply)
Orthodontics	Not Covered	Not Covered

Please Note: This flyer shows certain plans offered by Delta Dental of New Jersey. **Please contact your local agent or call Delta Dental at 888-899-3736 for the latest plan information and rates.** Monthly premiums may be different based on plan choice, age, location, number of people insured, their age and relationship to you. Plan designs and rates are subject to change. For the Enhanced and Classic plans, waiting periods may be waived when transferring over from another qualifying dental plan.

There are additional limitations, exclusions and copayments for various services. For full details, please refer to the policy.

Delta Dental of New Jersey complies with applicable civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex.

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Plans Include the ACA Pediatric Dental Essential Health Benefit

PLAN DETAIL	Family Plan I			Family Plan II		
Plan Benefits Applicable to	**Adults**		**Pediatric (below age 19)**	**Adults**		**Pediatric (below age 19)**
Dollar maximum (per person per calendar year)	In-Network $1,000	Out-of-Network $750	None	In-Network $1,000	Out-of-Network $750	None
Deductible (does not apply to routine procedures like cleanings, exams, X-rays, and topical fluoride)	In-Network $75 per person $225 per family	Out-of-Network $100 per person $300 per family	In & Out of Network $135 per person $405 per family	In-Network $25 per person $75 per family	Out-of-Network $50 per person $150 per family	In & Out of Network $135 per person $405 per family
	Not applied to Preventive and Diagnostic		Applied to Preventive and Diagnostic	Not applied to Preventive and Diagnostic		Applied to Preventive and Diagnostic
Out-of-pocket limit	Not Applicable		In-Network only (PPO) $350 per person $700 per family	Not Applicable		In Network only-(PPO) $350 per person $700 per family
In-Network	PPO (Premier & Non-Par are Out-of-Network)			PPO (Premier & Non-Par are Out-of-Network)		
Preventive & Diagnostic	100%		100%	100%		100%
Basic Restorative	60%		50%	60%		50%
Endodontics, Periodontics, Oral Surgery	Not Covered		50%	50%		50%
Major Services (crowns & prosthetics)	Not Covered		50%	50%		50%
Orthodontics (medically necessary only)	Not Covered		50%	Not Covered		50%

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Plans Include the ACA Pediatric Dental Essential Health Benefit

PLAN DETAIL	Family Plan III			Preventive Family PPO Plan		
Plan Benefits Applicable to	**Adults**		**Pediatric (below age 19)**	**Adults**		**Pediatric (below age 19)**
Dollar maximum (per person per calendar year)	In-Network $1,000	Out-of-Network $750	None	In-Network None	Out-of-Network $500	None
Deductible (Does not apply to routine procedures like cleanings, exams, X-rays, and topical fluoride)	In-Network $25 per person $75 per family	Out-of-Network $50 per person $150 per family	In & Out of Network $35 per person $105 per family	In-Network None	Out-of-Network $75 (applies to all services)	In & Out of Network $135 per person $405 per family
	Not applied to Preventive and Diagnostic		Not applied to Preventive and Diagnostic	Not applied to Preventive and Diagnostic		Applied to Preventive and Diagnostic
Out-of-pocket limit	Not Applicable		In-Network only (PPO) $350 per person $700 per family	No Limit		In-Network $350 one child $700 2+ children / Out-of-Network No limit
In-Network	PPO (Premier & Non-Par are Out-of-Network)			PPO (Premier & Non-Par are Out-of-Network)		
Preventive & Diagnostic	100%		100%	100%		100%
Basic Restorative	80%		80%	Not Covered		50%
Endodontics, Periodontics, Oral Surgery	50%		50%	Not Covered		50%
Major Services (crowns & prosthetics)	50%		50%	Not Covered		50%
Orthodontics (medically necessary only)	Not Covered		50%	Not Covered		50%

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