

How to become a Delta Dental producer

Becoming a Delta Dental producer is quick and easy. To get started, determine whether you should sign the Agency/Agent agreement as an Individual Agent or as an Agency.

If you're an individual agent (not associated with an agency):

Please complete and sign the Agency/Agent agreement for the appropriate state (Michigan, Ohio, Indiana, or North Carolina), using your name, address, phone number, and fax number for commission payments. Please also include:

1. A copy of your individual producer's license
2. A completed W-9
3. Your Social Security number (required by the state)

If you're signing the agreement on behalf of your agency:

If your agency has an active agreement with Delta Dental, a company officer will need to notify us in writing that you are an agent at this agency. Please provide your start date, a copy of your license, and your Social Security number. If your agency does not have an active agreement with Delta Dental, please have an officer (or another employee with the authority to bind the agency) sign the agreement. The agreement is with the agency rather than individual agents, which is why an authorized person must sign it. Please also include:

1. A copy of your agency's license
2. A completed W-9
3. Copies of all the producers' licenses
4. All the producers' Social Security numbers (required by the state)

Please fax all pages of the agreement to Attn: Agent Services at (517) 347-5135.



**DELTA DENTAL OF NORTH CAROLINA
AGENCY/AGENT AGREEMENT**

This Agency/Agent Agreement, by and between Delta Dental of North Carolina (“Delta Dental”), and _____ (“Agency” or "Agent", as applicable), is effective on _____.

WHEREAS, Delta Dental provides various dental benefits to individuals who have coverage under Delta Dental Certificates and Contracts; and,

WHEREAS, Agency or Agent is a fully licensed accident and health insurance agency and/or agent and is eligible to be a Limited Representative as defined by North Carolina law; and,

WHEREAS, the parties want Agency or Agent to solicit applications for client benefit plans within a defined geographic region,

THEREFORE, based upon their mutual promises contained herein, the parties agree as follows:

SECTION I APPOINTMENT

Delta Dental appoints Agency or Agent as its nonexclusive Agent, and Agency or Agent accepts this appointment. Agency or Agent understands and agrees that its appointment shall be as an independent contractor to Delta Dental and not as an employee or in any other capacity. Delta Dental acknowledges that Agencies have the option of assigning specific agents to clients who purchase dental benefit plans from Delta Dental, provided, however, that the client has not specifically designated a particular agent within Agency as their designated agent with respect to such client, e.g. “Agent of Record”.

SECTION II NOTICES

- A. Any notice required or permitted under this Agreement shall be given in writing, to the other party, by hand, via facsimile, via certified mail, return receipt requested, postage prepaid, or via registered mail.
- B. Notices to DELTA DENTAL shall be sent to:
Delta Dental
P.O. Box 30416
Lansing, MI 48909
- C. Notices to Agency or Agent shall be sent to (address, phone and facsimile):

- D. Commission checks shall be payable to:

Company/Agency or Agent (fill in appropriate name)

- E. Reporting:** The IRS requires that income paid to Agency or Agent be reported under Agency's or Agent's correct name and Taxpayer Identification Number (TIN) or Social Security number. The attached Form W-9 Request for Taxpayer Identification Number and Certification must be completed, signed and returned to Delta Dental prior to processing any payments. Social Security number (if checks are payable to the individual Agent) or Tax Identification Number (if checks are payable to the Company/Agency):

(1099 will be issued with this number)

SECTION III SALES TERRITORY

Agency's or Agent's nonexclusive sales territory shall be the State of North Carolina.

SECTION IV DUTIES

- A.** Agency or Agent shall, within its sales territory, use commercially reasonable efforts to solicit applications, enroll, and service clients for Delta Dental Certificates and Contracts; collect initial subscription rates, service fees, and other charges; deliver client contracts and subscriber certificates; assist Delta Dental customers and covered individuals; avoid conflicts of interest; and generally cooperate with and advance the interests of Delta Dental with its customers. However, Delta Dental may, at its option, be responsible for enrolling and servicing any client and Agency or Agent agrees to abide by the elected option of Delta Dental. In either event, Agency or Agent agrees to render satisfactory service as directed by Delta Dental. Agency or Agent has no authority to bind coverage, and all applications for coverage must be approved by Delta Dental in its sole discretion before the coverage goes into effect. Delta Dental provides coverage to clients only, and Agency or Agent shall not solicit coverage on an individual basis.
- B.** Delta Dental shall furnish Agency or Agent manuals, forms, records, marketing support, promotional material, underwriting, actuarial services, formal proposals, client billings, and any other materials or supplies that Delta Dental deems appropriate. All materials furnished by Delta Dental shall remain its property.
- C.** All expenses incurred by Agency or Agent in its performance of this Agreement shall be borne exclusively by Agency or Agent and not by Delta Dental, except as is provided in section 7.2 and as is otherwise specifically agreed in writing by Delta Dental.
- D.** Delta Dental will advertise and provide promotional materials to Agency or Agent in its discretion. Agency or Agent will not use any advertisements referring to Delta Dental without Delta Dental's specific prior approval in writing.
- E.** In the event any funds belonging to or due to Delta Dental are received by Agency or Agent, then Agency or Agent shall be a fiduciary for all such money received or held by it in its representation of Delta Dental, and such money shall be deposited by Agency or Agent in a separate trust account. All such money is the absolute property of Delta Dental, and Agency or Agent will be strictly responsible for this money until it is safely and fully received by Delta Dental. Such money shall be remitted in full to Delta Dental within five working days after receipt, and if not remitted within this period, the funds shall bear interest at the rate of 8 percent per annum. Furthermore, any amount that the Agency or Agent owes to Delta Dental at any time is a first lien on any payment due or thereafter becoming due the Agency or Agent under this Agreement, and Delta Dental is authorized to deduct such indebtedness from any payment due the Agency or Agent from Delta Dental. In the event that lawsuit is brought to collect monies due to Delta Dental, Delta Dental shall be entitled to collect its costs and reasonable attorney fees associated with the lawsuit.

- F. Delta Dental has exclusive right to prescribe all contracts, forms and provisions; subscription rates, service fees, and any other charges for coverage; and to prescribe the rules governing the binding, acceptance, renewal, rejection, or cancellation of coverage.
- G. Agency or Agent shall not represent itself as having any powers except those specified in this Agency/Agent Agreement. Without limiting the foregoing, Agency or Agent shall not have authority to extend the time of payment of any service fee; to alter, waive, or forfeit any of Delta Dental's contractual rights, requirements, or conditions; or otherwise obligate Delta Dental in any way except as stated in this Agreement or otherwise specifically authorized in writing by Delta Dental.

SECTION V COMPENSATION

- A. Provided that Agency or Agent (1) continues to be designated by a client as the Agency or Agent with respect to such client, e.g. "Agent of Record" and (2) performs services related to such client in a manner satisfactory to Delta Dental, then for all new business and all business renewing on or after July 1, 2011, Delta Dental will pay Agency or Agent commissions at the times and in the amounts set forth in the following Commission Schedule dated July 1, 2011. Commission for risk clients will be based on paid premium and commission for self-funded clients will be based on paid administrative fees and paid claims. Should Agency or Agent negotiate to be paid commissions for specific clients that deviate from the Commission Schedule, the commission will be disclosed, and it will be acknowledged by Agency or Agent by virtue of their signature on the client's Delta Dental Employer/Client Application and Agreement. In no event will Delta Dental pay Agency or Agent any commissions for any time period occurring after any expiration or termination of this Agreement or for any time period after Agency or Agent has been replaced or removed as Agent of Record in writing by a client. Agency or Agent shall disclose in writing to the client, in advance of the purchase of business, the nature of any compensation the Agency or Agent will or may receive or be eligible to receive from Delta Dental in connection with the placement or servicing of the client's business, as well as the nature of any other material business relationship between the Agency or Agent and Delta Dental. This requirement is a condition to eligibility for receiving compensation under Delta Dental's agency/agent compensation program as described in this Agreement. Delta Dental will report to Agency's or Agent's designated clients all commissions paid to Agency or Agent for work performed on behalf of such clients.

COMMISSION SCHEDULE EFFECTIVE JULY 1, 2011	
CLIENT SIZE	STANDARD PERCENT OF PREMIUM OR ADMINISTRATIVE FEES & CLAIMS PAID
2 to 99 subscribers	10.00%
100 or more subscribers	Negotiated on a client-by-client basis

Subject to the conditions and requirements of Section V, A., this Commission Schedule will apply to both original and business renewed on or after July 1, 2011. Delta Dental will pay commissions monthly based upon applicable premiums or administrative fees and paid claims, if any, paid in cash and received by Delta Dental in the previous month, provided this Agreement has not expired or terminated or the client has not withdrawn its appointment of Agency or Agent or appointed another agency or agent as its Agent of Record prior to the last day of the previous month. Notwithstanding other provisions of this Agreement, no commission shall be paid to Agency or Agent for any client on or after the date the client withdraws its appointment of Agency or Agent as the client's Agent of Record, whether by affirmative withdrawal or by appointment of another agency or agent as Agent of Record for such client.

- B.** If any application is rejected or any client contract is cancelled or defaulted on, in whole or in part, for any reason, before the expiration of the contract period, or if any overpayment is made to Agency or Agent, the pro rata compensation paid to the Agency or Agent on the amount of the contract cancelled or defaulted on or the amount overpaid the Agency or Agent shall be charged to the Agency or Agent and shall constitute an indebtedness of the Agency or Agent to Delta Dental.

SECTION VI TERM AND TERMINATION

- A.** Subject to Sections VI, B. and VII, C. of this Agreement, this Agency/Agent Agreement shall be continuous from its effective date shown on page 1.
- B.** Either party may terminate this Agency/Agent Agreement by giving written notice of at least thirty days to the other party.
- C.** Upon expiration or termination of this Agency/Agent Agreement, Agency or Agent will not act or represent itself in any way as an agent or representative of Delta Dental, except as otherwise specifically provided by law.
- D.** Within ten days of the expiration or termination of this Agency/Agent Agreement, Agency or Agent will return to Delta Dental all property belonging to Delta Dental, including, but not limited to, all customer lists and other records of Delta Dental business.

SECTION VII REPRESENTATIONS, APPOINTMENT AND INDEMNIFICATIONS

- A.** Agency or Agent represents that it is currently fully licensed in North Carolina as an accident and health insurance agency or agent who is eligible to be a Limited Representative, pursuant to Article 33, Chapter 58 of the General Statutes of North Carolina. Agency or Agent shall provide Delta Dental proof that said license is active by submitting a copy of current license to Delta Dental thirty days prior to each Annual Anniversary of the effective date of this Agreement.
- B.** Before the effective date shown above, Delta Dental shall file an authorization for all applicable Agent(s) to act as a Limited Representative with the North Carolina Department of Insurance. Delta Dental shall also pay all required appointment fees.
- C.** Delta Dental may terminate this Agency/Agent Agreement immediately and without prior notice if Agency or Agent fails to maintain its licensure as an agency or health agent or if Agency or Agent violates any insurance or other law or regulation applicable to it as an insurance agency, insurance agent or limited representative.

- D.** Agency or Agent shall indemnify and hold Delta Dental, its directors, officers, employees, agents, and affiliated companies harmless from and against any and all claims, lawsuits, demands, liabilities, charges, judgments, settlements, costs, penalties, and expenses of whatever kind or nature that either may sustain or incur at any time and arising in any manner out of any wrongful act, error, or omission by the Agency or Agent. Agency or Agent shall also be liable for the costs and attorney's fees that Delta Dental actually incurs in defending itself against any such claims, demands, or lawsuits.

SECTION VIII BUSINESS ASSOCIATE PROVISIONS

The parties have agreed and entered into a Business Associate Addendum to this Contract concerning the confidentiality of protected health information of eligible people as attached and incorporated by reference herein as Exhibit A. Exhibit A satisfies the parties' obligations with respect to the business associate agreements as set forth in 45 CFR 164.502(e) and 164.504(e) of HIPAA as well as Sections 13400 through 13411 of the HITECH Act. Agency/Agent shall conduct its business operations in accordance with HIPAA as well as North Carolina's Insurance Information and Privacy Protection Act (Article 39, Chapter 58 of the General Statutes of North Carolina).

SECTION IX MISCELLANEOUS

- A. Assignment**
Agency or Agent shall not in any way sell, assign, or pledge any interest, entitlement, payment, or duty arising under this Agency/Agent Agreement without the prior written consent of Delta Dental.
- B. Entire Agreement**
This Agency/Agent Agreement shall supersede all prior written and/or verbal agreements and representations and shall constitute the sole and entire agreement between Delta Dental and Agency or Agent. No change, alteration, or modification of the terms of this Agency/Agent Agreement may be made except by agreement in writing signed by an authorized representative of Delta Dental.
- C. Arbitration**
Delta Dental and Agency or Agent agree that any controversy arising out of or related to this Agreement, or to the alleged breach of this Agreement, shall be settled by arbitration in accordance with the commercial rules then pertaining of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- D. Law Governing Agreement**
This Agency/Agent Agreement shall be governed under the laws of the State of North Carolina.
- E. Waiver**
Failure by Delta Dental to insist upon compliance with any provision of this Agency/Agent Agreement at any time or under any set of circumstances shall not operate to waive or modify the provisions or in any manner render it unenforceable as to any other time or as to any other occurrence, whether the circumstances are or are not the same, and no waiver of any terms or conditions of this Agency/Agent Agreement shall be valid or of any force or effect unless contained in a written memorandum specifically expressing such waiver and signed by a person duly authorized by Delta Dental to sign such waiver.
- F. Third-Party Beneficiaries**
This Agency/Agent Agreement is not intended to create any third party beneficiaries or to confer

any rights on any person other than Delta Dental and Agency or Agent.

G. Excuse of Non-Performance

Neither Delta Dental nor Agency or Agent will have violated this Agency/Agent Agreement if it is prevented from performing any of its obligations for any reason beyond its control, including, without limitation, acts of God, acts of war or terrorism, acts of public enemy, flood, storm, strikes, or regulatory agencies.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as dated on page 1.

“AGENCY” or “AGENT”

By: _____
(Authorized signature)

Title: _____

DELTA DENTAL OF NORTH CAROLINA

By:  _____
Curtis R. Ladig
Chief Executive Officer



**EXHIBIT A
BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE ADDENDUM (the “ADDENDUM”) is an addendum to the most recently executed Agreement between Delta Dental of North Carolina. (“Covered Entity”) and the Agency or Agent (“Business Associate”) named on page 1 of the Agency/Agent Agreement. The Covered Entity and the Business Associate are sometimes collectively referred to herein as the “Parties”. This Addendum is effective on the same date as the Agency/Agent Agreement attached hereto.

This Agreement satisfies the Parties’ obligations with respect to business associate agreements as set forth in 45 CFR 164.502(e) and 164.504(e) of HIPAA as well as Sections 13400 through 13411 of the HITECH Act.

The Parties agree as follows:

SECTION I DEFINITIONS

- A. **“Business Associate”** shall have the same meaning as the term "business associate" as defined in 45 CFR 160.103.
- B. **“CFR”** is the Code of Federal Regulations.
- C. **“Covered Entity”** shall have the same meaning as the term "covered entity" as defined in 45 CFR 160.103.
- D. **“Electronic Protected Health Information”** or **“EPHI”** shall have the same meaning as the term "electronic protected health information," as defined in 45 CFR 160.103, limited to the electronic protected health information that is created, received, maintained, or transmitted to or on behalf of Covered Entity.
- E. **“HIPAA”** is the Health Insurance Portability and Accountability Act of 1996.
- F. **“HITECH Act”** means the Health Information Technology for Economic and Clinical Health Act, found in the American Recovery and Reinvestment Act of 2009 at Division A, title XIII and Division B, Title IV.
- G. **“Individual”** shall have the same meaning as the term "individual" as defined in 45 CFR 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- H. **“Minimum Necessary”** shall have the meaning set forth in the Health Information Technology for Economic and Clinical Health Act, § 13405(b)
- I. **“Privacy Rule”** means the "Standards for Privacy of Individually Identifiable Health Information" as found in 45 CFR parts 160 and 164, as promulgated pursuant to HIPAA.
- J. **“Protected Health Information”** or **“PHI”** shall have the same meaning as the term "protected health information" as defined in 45 CFR 160.103, limited to the information created, received or accessed by Business Associate from or on behalf of Covered Entity.

- K.** “**Required By Law**” shall have the same meaning as the term "required by law" as defined in 45 CFR 164.103.
- L.** “**Secretary**” shall mean the Secretary of the U. S. Department of Health and Human Services, or his designee.
- M.** “**Security Incident**” has the meaning in 45 CFR § 164.304, which is the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations.
- N.** “**Security Rule**” means the "Standards for the Security of Electronic Protected Health Information" as found in 45 CFR parts 160, 162 and 164, as promulgated pursuant to HIPAA.
- O.** “**Unsecured PHI**” shall have the same meaning as the term ‘unsecured protected health information’ as defined in Section 13402 of the HITECH Act.

SECTION II AGREEMENTS

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

description of the types of unsecured PHI that were disclosed,
 - (d) the steps taken by Business Associate to discontinue and minimize the impact of any inappropriate use or disclosure.

4. **Other Law.** Subject to Section II.A.2 of this Agreement, Business Associate shall not use or further disclose PHI in a manner that would be impermissible if used or disclosed by Covered Entity or in a manner that would violate the Privacy Rule or other applicable federal or state law or regulations.
5. **Minimum Necessary Standards.** For any disclosure or use of PHI, Business Associate shall determine and use the minimum necessary information to accomplish the intended purpose of the use or disclosure.
6. **Security.** Business Associate agrees to (a) implement safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity and, upon request of Covered Entity from time to time, Business Associate shall promptly provide Covered Entity with information regarding such safeguards, (b) ensure that any agent, including subcontractors, to whom Business Associate provides PHI agrees to implement reasonable and appropriate safeguards to protect it, and (c) report to Covered Entity any violation of the Security Rule of which it becomes aware.
7. **Reporting Uses and Disclosures.** Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware. Notice of such use or disclosure shall be provided to Covered Entity in writing as soon as possible, but in no event later than five (5) business days from the date on which Business Associate discovers said use or disclosure. The written notice to Covered Entity shall include the same information in notices sent under Section II, A.3 of this Agreement.
8. **Mitigation of Unauthorized Access, Use or Disclosure of Unsecured PHI.** Business Associate agrees that, to the extent practicable, it shall mitigate any harmful effect resulting from any unauthorized acquisition, use or disclosure of unsecured PHI caused by Business Associate's violation of the requirements of this Agreement or its failure to properly secure PHI in accordance with the April 17, 2009 guidelines published by the Department of Health and Human Services.
9. **Reporting Security Incidents.** Business Associate shall report to Covered Entity any Security Incident of which it becomes aware, in the following time and manner:
 - (a) Any actual, successful Security Incident will be reported to Covered Entity in writing, within five (5) business days of the date on which Business Associate becomes aware of such Security Incident
 - (b) Any attempted, unsuccessful Security Incident of which Business Associate becomes aware will be reported to Covered Entity in writing, on a reasonable basis, at the written request of Covered Entity. If the Security Rule is amended to remove the requirement to report unsuccessful attempts at unauthorized access, this subsection (ii) shall no longer apply as of the effective date of the amendment of the Security Rule.

10. **Agents, Contractors and Subcontractors.** Business Associate shall ensure that any agents, contractors or subcontractors to whom it provides PHI received from Covered Entity, or PHI that is created or received by Business Associate on behalf of Covered Entity, agree to the same restrictions and conditions applicable to Business Associate as set forth herein with respect to PHI. Business Associate agrees to enter into a written contract with such agents, contractors or subcontractors to ensure that such contractors, subcontractors or agents abide by the same restrictions and conditions that apply to the Party when acting as a Business Associate with regard to PHI. Business Associate shall provide a copy of such contracts to Covered Entity upon request.
11. **Requests for Information or Access.** Business Associate shall notify Covered Entity in writing within five (5) business days of any requests from individuals seeking access to or copies of PHI maintained by Business Associate for or on behalf of Covered Entity, and respond to such requests when and as directed by Covered Entity.
12. **Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary and to Covered Entity for purposes of determining its compliance with HIPAA, the Privacy Rule, the Security Rule, and other applicable federal and/or state law or regulation. Business Associate shall notify Covered Entity immediately of any such requests and shall provide Covered Entity with a copy of the request and any documents or information provided in response to such requests.
13. **Requests to Amend.** Business Associate shall notify Covered Entity in writing within five (5) business days of the receipt of any requests from individuals seeking to amend **PHI** maintained by Business Associate for or on behalf of Covered Entity, and respond to such requests when and as directed by Covered Entity. Additionally, when and as notified by Covered Entity, Business Associate shall incorporate any amendments, corrections and/or other documents or information to PHI maintained by Business Associate and shall notify its agents, contractors and subcontractors who receive PHI of any such amendments, corrections and/or other documents or information.
14. Business Associate agrees to document disclosures of Protected Health Information, and information related to such disclosures, as would be required for Health Plan Sponsor to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 and any additional regulations promulgated by the Secretary pursuant to HITECH Act § 13405(c). Business Associate agrees to implement an appropriate record keeping process that will track, at a minimum, the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure.
15. **Accountings.** Business Associate shall notify the Covered Entity in writing within five (5) business days of any requests made by an individual directly to Business Associate for an accounting of disclosures of PHI. If the request was made as a result of Covered Entity providing the individual with a list of business associates acting on behalf of Covered Entity under Section 13405 of the HITECH Act, Business Associate shall provide such accounting directly to the individual and shall provide Covered Entity with a copy of any such accounting in writing within five (5) business days of receiving the request. Business Associate shall respond to all other requests for an accounting when and as directed by Covered Entity. Additionally, when and as directed by Covered Entity,

Business Associate shall provide for an accounting of any and all disclosures of PHI made by or on behalf of Business Associate during the six years prior to the date of the request. The accounting obligations of Business Associate hereunder shall not apply to (a) disclosures made for purposes of treatment, payment, or health care operations (as defined in the Privacy Rule), (b) disclosures made to the individual who is requesting the accounting, (c) disclosures made prior to April 14, 2003, (d) disclosures made to law enforcement officers, correctional institutions, or for national security purposes, (e) disclosures incidental to a use or disclosure otherwise permitted or required by the Privacy Rule, as provided for in 45 CFR 164.502, (f) disclosures made pursuant to an authorization as provided in 45 CFR 164.508, (g) disclosures made as part of a limited data set in accordance with 45 CFR 164.514(e).

16. **Permissible Uses and Disclosures of PHI by Business Associate.** Subject to the foregoing provisions and in addition to the use and disclosure by Business Associate of PHI authorized elsewhere herein, Business Associate may use and disclose PHI for the following additional purposes if applicable:
- (a) as necessary for data aggregation purposes relating to the health care operations of Covered Entity, but only as separately authorized by Covered Entity in writing,
 - (b) for the proper internal management and administration of Business Associate, but only in connection with the direct performance by Business Associate (through its employees) of services for Covered Entity to the Agreement, and
 - (c) to carry out the legal responsibilities of Business Associate.

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

17. **Prohibition against Sale or Marketing of PHI.** Except as otherwise provided in Section 13405 of the HITECH Act, Business Associate shall not (a) directly or indirectly receive remuneration in exchange for any PHI of an individual; or (b) use or disclose PHI for any purpose related directly or indirectly to any marketing or marketing communication.
18. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of Protected Health Information, Business Associate will respond as permitted by 45 CFR § 164.512(e) and (f) following consultation with Health Plan Sponsor. Business Associate shall notify Health Plan Sponsor of the request as soon as reasonably practicable, but in any event within two (2) business days of receipt of such request.

- B. Violation of Business Associate Agreement Standards and Termination.** If either party knows or discovers a pattern of activity or practice of the other party that constitutes a material breach of the other party's obligations under this Agreement or under applicable federal standards, the discovering party agrees to immediately notify the other party in writing as to the nature and extent of such breach, and shall provide the other party a reasonable amount of time to cure such breach. A reasonable amount of time shall depend on the nature and extent of the breach, shall be clearly stated in the notice, but in no case shall the period for cure be less than five (5) business days. Notwithstanding the foregoing, should the discovering party determine that the breach is incurable, or that the other party has repeatedly engaged in such impermissible use or disclosure despite prior notice, the discovering party must terminate this Agreement, if feasible, upon written notice to the breaching party, without damages or liability thereto; or, if termination is not feasible, report the problem to the Secretary.
- C. Return of PHI upon Termination.** At termination of the Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created by or received by Business Associate on behalf of Covered Entity, that Business Associate maintains in any form such that it shall retain no copies of such PHI. Upon request of Covered Entity, Business Associate shall provide a written certification of the return and/or destruction of PHI. If the Parties concur that the return or destruction of such PHI by Business Associate is not feasible, then Business Associate shall continue to extend the protections required hereunder to the PHI for as long as it maintains the PHI. Further, Business Associate shall limit any further use or disclosure of the PHI to those purposes that make its return or destruction unfeasible. This provision shall survive the termination of this Agreement.
- D. Security.** The Parties shall work together in good faith to cooperate with each other's current and future security policies and procedures to ensure the integrity, confidentiality and availability of PHI in a manner that complies with HIPAA and the Security Rule, as amended from time to time.
- E. Electronic Transactions and Code Sets.** To the extent that the services performed by Business Associate pursuant to the Agreement involve transactions that are subject to the regulations governing electronic transactions and code sets issued pursuant to HIPAA, Business Associate shall conduct such transactions in conformance with such regulations, as amended from time to time.
- F. Record Keeping.** Business Associate agrees to implement an appropriate record keeping process to enable it to comply with the HIPAA requirements applicable to it under this Agreement and the Privacy and Security Rules.
- G. Confidential and Proprietary Information.** Business Associate may receive, create, or have access to confidential and/or proprietary information of Covered Entity concerning its business affairs, property, operations, computer systems, dentists and providers, and strategies. Business Associate agrees to hold such confidential and/or proprietary information in strict confidence, to maintain and safeguard the confidentiality of such information, and to use such information solely to perform services or provide goods to Covered Entity as required by this Agreement.
- H. Amendment.** Except as otherwise provided in this Section II.H, this Agreement may be amended, modified, or supplemented only by a written instrument executed by the Parties. Upon enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the state or the United States relating to any such law, or the publication of any interpretative policy or opinion of any government agency charged with the enforcement of any such law or regulation, Covered Entity may amend the Agreement in such manner as it determines necessary to comply with such law or regulation, and Business Associate agrees to be bound by such amendment unless within thirty (30) days of its receipt of notice of such amendment, it notifies Covered Entity that it rejects such amendment. Upon receipt of such notice of rejection, Covered Entity may terminate the Agreement immediately upon written notice.

- I. **Waiver.** No action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action in compliance with any representations, warranties, covenants, or agreements contained herein. The waiver by a party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
- J. **Third Party Beneficiaries.** Except as provided in Section II.A.10 nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors and permitted assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- K. **Binding Effect.** Except as otherwise provided herein, the terms and conditions of this Agreement shall remain in full force and effect. Additionally, the terms and conditions of this Agreement shall remain in full force and effect following termination of the Agreement.
- L. **Reimbursement of Costs.** Business Associate shall reimburse Covered Entity for any and all costs and expenses, whether direct or indirect, incurred by Covered Entity in providing any notice required by law or regulation as a result of any unauthorized acquisition, use or disclosure of unsecured PHI caused by Business Associate's breach of the terms of this Agreement or its failure to secure PHI in accordance with the April 17, 2009 guidelines published by the Department of Health and Human Services.
- M. **Indemnification.** Business Associate hereby agrees to indemnify, defend and hold harmless Covered Entity, its board of directors, officers, members, agents, employees, contractors, and personnel from and against any and all claims, demands, suits, actions, losses, expenses, costs (including reasonable attorney fees), obligations, damages, deficiencies, causes of action, and liabilities (collectively, "Claims") incurred by Covered Entity as a result of, or that are proximately caused by, (1) any breach of the duties and obligations of a Business Associate hereunder, including, without limitation, any negligence, intentional acts, errors or omissions by Business Associate, its employees, subcontractors or agents, and (2) any act or conduct of Business Associate, its employees, subcontractors or agents, adjudged to constitute fraud, misrepresentation, or violation of any law, including, without limitation, violation of any statute or regulation applicable to Business Associate pursuant to this Agreement. Covered Entity shall provide prompt written notice of relevant information and reasonable assistance (at the expense of Business Associate) as may reasonably be requested by Business Associate in connection with the defense of any Claim. Notwithstanding the foregoing: (i) Business Associate shall not settle any such Claim without the consent of Covered Entity, which consent shall not be unreasonably withheld, and (ii) the indemnification obligations of Business Associate hereunder shall not extend to Claims attributable solely to the negligence of Covered Entity.
- N. **Injunction.** The Parties acknowledge and agree that in the event of a breach or threatened breach by Business Associate of its duties and obligations hereunder, Covered Entity shall be irreparably and substantially harmed, and remedies at law will not be an adequate remedy for such breach. Accordingly, in such event, the harmed Party shall be entitled to immediate injunctive relief against such breach or a threatened breach. Such rights to injunctive relief shall be in addition to, and not in limitation of, any other legal and equitable relief available to the harmed Party under applicable law.
- O. **Assignment.** Business Associate may not sell, assign, transfer or otherwise convey any of its rights or delegate any of its duties under this Agreement without the prior written consent of Covered Entity.

- P. Successors.** This Agreement will be binding upon and will inure to the benefit of the Parties to this Agreement and their respective permitted successors and assigns, subject to the transfer restrictions and expiration or termination provisions set forth above.
- Q. Severability.** The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.
- R. Statutory and Regulatory References.** A reference in this Agreement to a section of any statute or regulation means the section as currently in effect or amended, and for which compliance is required.
- S. Headings.** The headings of the articles and several paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.
- T. Governing Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of North Carolina without regard to conflict of law principles.
- U. Notices.** All notices, requests, demands and other communications which are required or may be given pursuant to the terms of this Agreement shall be in written or electronic form and shall be deemed delivered (1) on the date of delivery when delivered by hand, (2) on the date of transmission when sent by facsimile transmission during normal business hours with written confirmation of receipt, (3) one day after dispatch when sent by overnight courier maintaining records of receipt, or (4) three days after dispatch when sent by certified mail, postage prepaid, return-receipt requested; provided that, in any such case, such communication is addressed to the Agency or Agent and Delta Dental at the addresses provided in Section II of the Agency/Agent Agreement of which this Addendum is attached to and part of.

Agency Contact Sheet

Please list the **licensed agents** within your Agency.

AGENT NAME	TITLE		PHONE NUMBER	FAX	E-MAIL ADDRESS
ADDRESS	CITY	STATE	ZIP	SOCIAL SECURITY NUMBER	STATE LICENSE NUMBER
AGENT NAME	TITLE		PHONE NUMBER	FAX	E-MAIL ADDRESS
ADDRESS	CITY	STATE	ZIP	SOCIAL SECURITY NUMBER	STATE LICENSE NUMBER
AGENT NAME	TITLE		PHONE NUMBER	FAX	E-MAIL ADDRESS
ADDRESS	CITY	STATE	ZIP	SOCIAL SECURITY NUMBER	STATE LICENSE NUMBER
AGENT NAME	TITLE		PHONE NUMBER	FAX	E-MAIL ADDRESS
ADDRESS	CITY	STATE	ZIP	SOCIAL SECURITY NUMBER	STATE LICENSE NUMBER
AGENT NAME	TITLE		PHONE NUMBER	FAX	E-MAIL ADDRESS
ADDRESS	CITY	STATE	ZIP	SOCIAL SECURITY NUMBER	STATE LICENSE NUMBER

Please list any **additional contacts** within your Agency.

CONTACT NAME	TITLE		PHONE NUMBER	FAX	E-MAIL ADDRESS
ADDRESS	CITY	STATE	ZIP		
CONTACT NAME	TITLE		PHONE NUMBER	FAX	E-MAIL ADDRESS
ADDRESS	CITY	STATE	ZIP		
CONTACT NAME	TITLE		PHONE NUMBER	FAX	E-MAIL ADDRESS
ADDRESS	CITY	STATE	ZIP		
CONTACT NAME	TITLE		PHONE NUMBER	FAX	E-MAIL ADDRESS
ADDRESS	CITY	STATE	ZIP		

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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, 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 Part II instructions on page 3 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. 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 the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. 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 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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, and payments for services paid by a federal executive agency.

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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), 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 the chart on page 4 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 Social Security Administration 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. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, 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 domestic 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, below, and items 4 and 5 on page 4 indicate 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 the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. 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
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation 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* on page 1.

*Note. 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, social security number (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 Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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. 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.