

Welcome!

Broker Appointment Packet

IT'S NEVER BEEN EASIER TO OFFER DELTA DENTAL!

From our broker portal and online resources, to a dedicated support team, we make managing your business easier. Complete each of the forms listed below to get appointed to sell Delta Dental and DeltaVision®.

If your agency is already appointed, complete only the Agent/Agency Data Request (ADR) form. If you will be receiving commission directly, or if your agency is **not** appointed, complete and sign ALL documents in the broker appointment packet:

- Agent/Agency Data Request (ADR)
- Direct Deposit Authorization Form
- Marketing Service Agreement (MSA)
- W-9

Once complete, send the appointment packet to **brokerhelp@deltadentalva.com**. You will receive a welcome email once the appointment process is complete.





Agent/Agency Data Request Form (ADR)

Please complete this form if you and/or your agency would like to be appointed with Delta Dental of Virginia and/or Stryden, Inc. The agency information section needs to be completed if commission will be paid to the agency. Email this form to brokerhelp@deltadentalva.com once complete. NOTE: You must hold a valid Virginia license to be appointed with Delta Dental of Virginia.

Agent's name (as licensed)	Agent Virginia License Number		
	Social Security Number		
Correspondence address	City	State	Zip
Individual email (no shared email addresses)	Business phone		

By providing my email address, I authorize Delta Dental of Virginia to send notices and communications to my email address. Email Marketing Administration at brokerhelp@deltadentalva.com when you have updates to your email address.

Do you currently have a group application pending with Delta Dental of Virginia?

If yes, group name _____ Effective date _____

Complete the section below if commission will be payable to an agency.

Agency name (as licensed)	Agency Virginia License Number		
	Tax ID		
Correspondence address			

Email completed form to brokerhelp@deltadentalva.com.

DeltaVision is underwritten by Stryden, Inc., an affiliate of Delta Dental of Virginia. Claims processing, claims service and provider network administration for DeltaVision are provided under contract by VSP.



Marketing Services Agreement

This MARKETING SERVICES AGREEMENT (“Agreement”) is made and entered into on _____, by and between the entities as set forth below:

DELTA DENTAL OF VIRGINIA, a Virginia corporation located at 5415 Airport Road, Roanoke, Virginia 24012 and **PAYABLE TO AGENT OR AGENCY**;

STRYDEN, INC., a Virginia corporation located at 5415 Airport Road, Roanoke, Virginia 24012 and **PAYABLE TO AGENT OR AGENCY**.

For the purposes of this Agreement, **PAYABLE TO AGENT OR AGENCY** shall refer to (Payable Agent or Agency name only and address):

SSN OR TAX ID _____

This Agreement constitutes two separate agreements: one Agreement between Delta Dental of Virginia and AGENT/AGENCY and one Agreement between Stryden, Inc. and AGENT/AGENCY. Each Agreement shall be considered separate and distinct among Delta Dental of Virginia and Stryden, Inc.; and neither Delta Dental of Virginia nor Stryden, Inc. will be jointly and severally liable under the Agreement of the other.

Delta Dental of Virginia and Stryden, Inc. are each referred to herein individually as “INSURER” within their respective Agreements. INSURER and AGENT/AGENCY may be referred to herein individually as a “Party” and collectively as the “Parties”.

In consideration of the mutual obligations set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, INSURER and AGENT/AGENCY agree to the terms and conditions that follow.

DELTA DENTAL OF VIRGINIA

STRYDEN, INC.





By: David Notari
Senior Vice President and COO

By: David Notari
Senior Vice President and COO

AGENT OR AGENCY NAME _____

AGENT OR AGENCY OFFICER SIGNATURE _____

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DeltaVision is underwritten by Stryden, Inc., an affiliate of Delta Dental of Virginia. Claims processing, claims service and provider network administration for DeltaVision are provided under contract by VSP.

TERMS AND CONDITIONS OF MARKETING SERVICES AGREEMENT

Definitions

Policyholder. As used herein, the term “Policyholder” refers to, with respect to employer-sponsored plans or other group plans, the plan itself and/or a representative authorized to act on behalf of the plan and, with respect to individual policies, the subscriber or individual policyholder.

Services Plan(s). As used herein, the term “Services Plan(s)” shall, in the case of AGENT/AGENCY’s Agreement with Delta Dental of Virginia, refer to employer-sponsored dental benefit plans and/or individual dental policies and, in the case of AGENT/AGENCY’s Agreement with Stryden, Inc., refer to employer-sponsored vision benefit plans and/or individual vision benefit policies, each as may be applicable and permitted by INSURER.

- 1. Warranty.** AGENT/AGENCY warrants that it is duly licensed to market and sell Services Plans, as applicable and contemplated by this Agreement, in the Commonwealth of Virginia and that AGENT/AGENCY shall remain licensed to do so during the term of this Agreement.
- 2. Term.** Unless terminated as hereinafter set forth, this Agreement shall remain in full force and effect from the date on which AGENT/AGENCY is appointed as INSURER’s agent in the manner provided in Section 3 of this Agreement until June 30 of the calendar year in which AGENT/AGENCY’s appointment is effective. Thereafter, the Agreement shall renew automatically for successive periods of one year each until such time as the Agreement is terminated in the manner set forth herein.
- 3. Appointment.** INSURER may, at its sole discretion, appoint AGENT/AGENCY as its limited agent for the sole purpose of promoting, marketing, and selling INSURER’s Services Plans in accordance with the terms hereof. Applications or renewal applications to appoint AGENT/AGENCY shall be tendered to INSURER sufficiently far in advance of AGENT’S/AGENCY’S desired appointment date for INSURER to (a) review the information contained therein, (b) request and review any supplementary information that INSURER may determine is necessary to properly evaluate the application or renewal application, and (c) make an appointment in the manner provided for by state or other applicable law. Any costs or other expenses that AGENT/AGENCY may incur to complete the application or otherwise secure the appointment shall be at AGENT’S/AGENCY’S sole expense. INSURER’s appointment, if made, shall be evidenced by a copy of this Agreement that has been signed by a duly authorized officer of INSURER and returned to AGENT/AGENCY at the address and in the manner provided herein.
- 4. Duties of Agent/Agency.**
 - a.** AGENT/AGENCY shall devote its best efforts to promote, market, and sell INSURER’s Services Plans to employer groups and/or other groups or individuals identified as qualified groups or individuals by INSURER in accordance with the general solicitation policies promulgated, from time to time, by INSURER and furnished to AGENT/AGENCY by INSURER in writing.

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- b.** AGENT/AGENCY shall conduct its business in strict accordance with federal, state and local laws and regulations and with the general policies established by INSURER for the promotion, marketing, and sale of INSURER's Services Plans.
- c.** In promoting, marketing, and selling INSURER's Services Plans hereunder, AGENT/AGENCY shall:

 - i.** Furnish, or cause to be furnished, to INSURER accurate census data, as may be applicable, for the preparation of eligibility lists, rate quotations, and financial or regulatory reports.
 - ii.** Offer quotations or proposals prepared by INSURER for Services Plans underwritten or administered by INSURER.
 - iii.** Ensure that all Services Plan contracts offered by INSURER are properly and promptly executed by the Policyholder's duly authorized representative, without change, and that an original signed contract is returned to INSURER.
 - iv.** Assist, as directed by INSURER, in providing continuous, high-quality service to each Policyholder with respect to which AGENT/AGENCY serves as agent of record. To that end, INSURER expects that each of INSURER's agents will personally contact the Policyholder at least once each calendar or contract year.
- 5. Compensation.** If INSURER appoints AGENT/AGENCY as INSURER's agent, INSURER shall compensate AGENT/AGENCY for the AGENT'S/AGENCY'S services under this Agreement in the manner set forth in this Section 5 and the applicable "Commission Addendum," which is attached to and made a part hereof.

 - a.** Except as otherwise provided for herein or prohibited by law, as long as AGENT/AGENCY remains agent of record for a Policyholder that AGENT/AGENCY has enrolled with INSURER, INSURER shall pay the commission(s) set forth in the applicable "Commission Addendum" to AGENT/AGENCY for the Policyholder for periods beginning on or after the effective date of this Agreement. If (i) the AGENT/AGENCY ceases to be an enrolled Policyholder's agent of record, (ii) the enrolled Policyholder does not renew its contract with INSURER, or (iii) the enrolled Policyholder's Services Plan contract with INSURER terminates for any other reason, INSURER's obligation to pay commission(s) to AGENT/AGENCY for the Policyholder to which the action pertains will cease as of the effective date of the action. If this Agreement terminates, regardless of the reason, INSURER's obligation to pay all commission(s) to AGENT/AGENCY will cease as of the effective date of termination.
 - b.** Commission(s) shall be paid in accordance with the terms of the Commission Addendum following INSURER's receipt of a properly executed Services Plan contract and the premium payment for the month with respect to which the Policyholder's Services Plan is in effect. For the purposes of determining whether commissions are payable to AGENT/AGENCY for any month, AGENT'S/AGENCY'S status is determined as of first day of the month. This means that, if AGENT/AGENCY

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is not a Policyholder's agent of record on the first day of any month, INSURER will not pay commission attributable to the Policyholder to AGENT/AGENCY. In addition, if the effective date of termination of this Agreement or the Policyholder's Services Plan contract is other than the last day of the month, AGENT'S/AGENCY'S commission shall be calculated pro rata as of the effective date of termination. If AGENT'S/AGENCY'S appointment has been terminated and INSURER does not re-appoint AGENT/AGENCY within 30 days thereafter, INSURER will not pay any commission for the period with respect to which AGENT/AGENCY is not INSURER's appointed agent or agency. Payment will be made to AGENT/AGENCY via Electronic Funds Transfer

- c. INSURER's payments under this Agreement shall be made without any deduction for federal, state or local taxes, FICA or Medicare benefits, or any other tax or benefit, except in circumstances in which INSURER is obligated to make the deduction or otherwise permitted by this Agreement to adjust a payment. INSURER shall report information about payments made hereunder to AGENT/AGENCY to federal, state and local governmental agencies in the manner required by law. AGENT/AGENCY shall be solely responsible for the payment of all taxes and other fees attributable to the commissions that INSURER pays to AGENT/AGENCY hereunder.
 - d. Commissions are paid only on premiums or other fees actually received by INSURER. If an adjustment is later made to the amount(s) paid under a Services Plan contract, a corresponding adjustment to the commission(s) payable hereunder shall be made to any subsequent payment(s) due from INSURER to AGENT/AGENCY. If there is not a subsequent payment due to AGENT/AGENCY or if INSURER determines that commissions otherwise payable to AGENT/AGENCY are insufficient to permit INSURER to recover any overpayment within a reasonable time after the notice of the premium adjustment, INSURER may bill AGENT/AGENCY for the amount of the adjustment and AGENT/AGENCY shall reimburse INSURER within 30 days of its receipt of the bill.
 - e. Renewals of Services Plan contracts shall not be deemed made by AGENT/AGENCY if the Policyholder notifies INSURER in writing on or before the renewal date of the Services Plan contract that the Policyholder wishes to deal directly with INSURER or with another agent.
- 6. HIPAA Privacy Standards.** Standards promulgated under the Standards for Privacy of Individually Identifiable Health Information (at 45 C.F. R. Parts 160 and 164, subparts A and E) (the "Privacy Standards"), more commonly known as HIPAA, impose certain privacy requirements on the use and disclosure of "protected health information" by "covered entities" (as those terms are defined in the Privacy Standards). The Privacy Standards include a requirement that certain provisions must be included in contracts with business associates. AGENT/AGENCY and INSURER acknowledge and agree that the "Business Associate Agreement" attached hereto is made a part of this Agreement to satisfy the Privacy Standards.
- 7. Termination.** Either Party may terminate this Agreement for cause if the Party seeking termination (a) provides the other Party with written notice specifying the nature of the defect giving rise to termination and (b) affords the other Party at least 30 days within which to cure the defect. If, in the

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judgment of the Party seeking termination, the defect cannot be cured within the 30-day period, the effective date of termination will be the date specified in the notice. Either Party may terminate this Agreement without cause upon at least 90 days' prior written notice to the other party. Furthermore and notwithstanding anything herein to the contrary, in the event (i) AGENT/AGENCY is not the agent of record for at least one (1) Policyholder with an active Services Plan with INSURER and (ii) such conditions as described under (i) remain for a period of twenty-four (24) continuous months, INSURER shall have the right to terminate this Agreement immediately upon notice to AGENT/AGENCY.

Termination of this Agreement, regardless of the reason, shall terminate the AGENT/AGENCY's appointment hereunder, and INSURER shall notify the Virginia Bureau of Insurance of the termination in accordance with the Bureau's requirements for notice.

8. Notices. All notices permitted or required under this Agreement shall be sufficient if given by U.S. Postal Service at the following:

If notice to INSURER:

Marketing Department — ATTN: Broker Coordinator

5415 Airport Road

Roanoke, VA 24012-1303

Phone: 540-989-8000

Email: brokerhelp@deltadentalva.com

If notice to AGENT/AGENCY: to AGENT/AGENCY's address as set forth above.

9. Assignment. This Agreement may not be assigned by either party, except that INSURER may assign the Agreement to its successor in interest by merger or other combination or to another entity that INSURER controls, is controlled by INSURER, or is under common control with INSURER.

10. Indemnification. AGENT/AGENCY will indemnify and hold harmless INSURER, its directors, officers, employees, other agents and representatives from any and all claims, liabilities, losses, damages, costs, and expenses of any kind, including reasonable attorney's fees and other costs of litigation, incurred by reason of AGENT'S/AGENCY'S negligence, fraud, willful misconduct, violation of law, or acts or transactions that are not specifically authorized by this Agreement or authorized in writing in advance by INSURER.

11. Professional Liability Insurance. During the term of this Agreement, AGENT/AGENCY shall maintain commercially reasonable insurance coverages with adequate limits to cover its obligations and potential liabilities hereunder.

12. Limit of Authority. AGENT/AGENCY shall not have the authority to change, omit, waive, discharge, or add to any provision of any INSURER Services Plan contract, to extend the time for premium or other payments under an INSURER Services Plan contract, to quote a rate other than the rate provided by INSURER, or to bind INSURER in any way not specifically authorized by this Agreement or authorized in writing in advance by INSURER.

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- 13. Non-exclusive Agreement.** AGENT/AGENCY is not INSURER's exclusive agent for the promotion, marketing, and sale of Services Plans or for any other purpose. INSURER has entered into, and will in the future enter into, agreements with other agents and agencies in any territory in which INSURER may do business.
- 14. Entire Agreement.** This Agreement, together with its addendums and amendments, constitutes the entire agreement between the Parties. No oral promises or representations are binding on either Party. Subject to Section 23 below, this Agreement shall not be modified nor any provision waived except by agreement in writing and signed by the Party against whom enforcement of any modification or waiver is sought. This Agreement supersedes all previous employment agreements, service contracts, sales agent agreements or understandings, written or oral, between AGENT/AGENCY and INSURER with respect to the subject matter hereof.
- 15. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia.
- 16. Supervening Law.** If any legislation, regulation, rule, court decision, ruling or policy of any government agency (collectively "supervening law"), based upon the opinion of qualified legal counsel, materially increases the exposure of a party to legal liability, a governmental enforcement proceeding, or a default under any term or condition of a Party's agreement with a third party, or if such supervening law materially impairs the operation of this Agreement, then the parties shall attempt to amend this Agreement so as to avoid any such consequence. If the Parties, acting in good faith, are unable to amend this Agreement so as reasonably to avoid such consequence, this Agreement shall terminate upon 30 days' prior written notice from the terminating Party to the other Party.
- 17. Waiver.** The waiver by either Party to this Agreement of any section, paragraph, or provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or a different section, paragraph, or provision by either Party hereto.
- 18. Additional Actions.** The Parties shall take such actions and execute such documents and agreements as shall be necessary to give effect to the provisions of this Agreement.
- 19. Independent Contractors.** Except as otherwise provided herein, each party performs services as an independent contractor of the other Party and not as an officer, employee or general agent of the other Party.
- 20. Third-Party Beneficiaries.** This Agreement is entered into by and between the Parties hereto solely for their benefit. The Parties have not created or established any third-party beneficiary status or rights under this Agreement in any person or entity that is not a Party hereto including (without limitation) any Services Plan participant, provider, subcontractor, or other third party, and no such third party will have any right to enforce any right or enjoy any benefit created or established by this Agreement.

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- 21. Limitation of Actions.** Each Party must provide the other party at least 30 days' prior written notice before bringing any action at law or in equity against the other Party, its officers, employees, agents, or representatives. This notice must specify the cause(s) of action. No action or suit may be brought more than one year after the date on which the cause of action first arose. Damages available for any action or suit under this Agreement are limited to the claimant's actual damages. In no event are punitive damages, indirect damages, or damages for emotional distress or mental anguish available under this Agreement.
- 22. Authority.** Each Party hereto acknowledges, agrees, and represents that it is specifically authorized to make the representations and covenants contained herein on its behalf, and that the other Parties are entitled to rely upon such representations.
- 23. Amendment.** INSURER may amend this Agreement by providing AGENT/AGENCY at least sixty (60) days' prior written notice of such amendment. In the event AGENT/AGENCY is not in agreement with such amendment, AGENT/AGENCY may terminate this Agreement by providing at least thirty (30) days' prior written notice of AGENT/AGENCY's intent to terminate.

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COMMISSION ADDENDUM TO THE MARKETING SERVICES AGREEMENT
BETWEEN
AGENT/AGENCY AND DELTA DENTAL OF VIRGINIA

A. Small group business commissions are as follows:

Employer-paid plans	First year	Renewal
aXcess™	10%	7%
5-49 lives	10%	7%
50-99 lives	7%	5%
Voluntary plans	First year	Renewal
More than 50% employee participation	10%	7%
Less than 50% employee participation	7%	7%

B. Commissions for groups or associations having 100 or more enrolled employees will be negotiated individually between DELTA DENTAL OF VIRGINIA and AGENT/AGENCY. DELTA DENTAL OF VIRGINIA's standard commission for fully insured employer-paid groups having 100 or more enrolled employees is 3%. DELTA DENTAL OF VIRGINIA does not have a standard commission for self-insured groups; however, DELTA DENTAL OF VIRGINIA will agree to incorporate AGENT/AGENCY's commission into its rating structure provided that AGENT'S/AGENCY'S request is received and approved by DELTA DENTAL OF VIRGINIA prior to preparing a proposal and/or quote for the prospective client.

C. Commissions for Services Plan contracts issued to individuals is 10%.

D. Commission Payment Frequency. Commissions for small group and large group Services Plans, subsections (A) and (B) herein, will be paid monthly on or about the third week of each month. Commissions for individual Services Plans will be paid quarterly on or about the third week following the quarter's close.

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COMMISSION ADDENDUM TO THE MARKETING SERVICES AGREEMENT
 BETWEEN
 AGENT/AGENCY AND STRYDEN, INC.

A. Commissions are as follows:

Employer-paid plans	First year	Renewal
2-499 lives	10%	7%

B. Commissions for groups or associations having 500 or more enrolled employees will be negotiated between STRYDEN, INC. and AGENT/AGENCY on a case-by-case basis. STRYDEN, INC. does not have a standard commission for self-insured groups; however, STRYDEN, INC. will agree to incorporate AGENT/AGENCY commission into its rating structure provided that AGENT/AGENCY'S request is received and approved by STRYDEN, INC. prior to preparing a proposal and/or quote for the prospective client.

C. Commissions for Services Plan contracts issued to individuals is 10%.

D. **Commission Payment Frequency.** Commissions for small group and large group Services Plans, subsections (A) and (B) herein, will be paid monthly on or about the third week of each month. Commissions for individual Services Plans will be paid quarterly on or about the third week of the month following the quarter's close.

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is entered into by and between INSURER (“Covered Entity”) and AGENT/AGENCY (“Business Associate”) (each, a “Party” and collectively, the “Parties”).

Recitals

WHEREAS, Business Associate provides certain functions, activities and/or services (the “Services”) for or on behalf of Covered Entity pursuant to an Agreement entered into by and between the Parties (the “Underlying Agreement”);

WHEREAS, Business Associate receives, has access to, or creates protected health information (“PHI”) (defined below) in order to provide the Services;

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and security of the PHI received by Business Associate from, or created or received by Business Associate on behalf of, Covered Entity when providing the Services, in compliance with the applicable requirements of HIPAA, the HITECH Act, and their implementing regulations, including but not limited to the Privacy, Security, and Breach Notification Rules; and

WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a written contract containing satisfactory assurances that the Business Associate will appropriately safeguard such PHI;

NOW THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows.

1. Definitions

In addition to the definitions stated elsewhere in this BAA, the following terms shall have the meaning set forth below. Capitalized terms used but not otherwise defined in this BAA shall have the same meanings as those terms have in HIPAA, the HITECH Act and/or their implementing regulations.

1.1 Breach. “Breach” has the same meaning as the term “breach” in 45 C.F.R. § 164.402.

1.2 Designated Record Set. “Designated Record Set” has the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.

1.3 Electronic Protected Health Information. “Electronic Protected Health Information” or “Electronic PHI” means PHI (as defined below) that is transmitted by or maintained in electronic media.

1.4 HIPAA. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) and its implementing regulations at 45 C.F.R. Parts 160 through 164, as may be amended from time to time.

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- 1.5 HITECH Act.** “HITECH Act” means the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (“ARRA”) (Pub. L. 111-5), as may be amended from time to time.
- 1.6 Individual.** “Individual” has the same meaning as the term “individual” in 45 C.F.R. § 160.103 and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 Marketing.** “Marketing” has the same meaning as the term “marketing” in 45 C.F.R. § 164.501.
- 1.8 Privacy Rule.** “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E, as may be amended from time to time.
- 1.9 Protected Health Information.** “Protected Health Information” or “PHI” has the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, provided that, for the purposes of this BAA, “PHI” is limited to information received by Business Associate from, or created or received by Business Associate on behalf of, Covered Entity, when providing the Services pursuant to the Underlying Agreement.
- 1.10 Required by Law.** “Required by Law” has the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- 1.11 Secretary.** “Secretary” means the Secretary of the Department of Health and Human Services (“HHS”) or her designee.
- 1.12 Security Incident.** “Security Incident” has the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
- 1.13 Security Rule.** “Security Rule” means the Security Standards at 45 C.F.R. Parts 160 and 164, Subparts A and C, as may be amended from time to time.
- 1.14 Transactions Rule.** “Transactions Rule” means the Standards for Electronic Transactions at 45 C.F.R. Parts 160 and 162, as may be amended from time to time.
- 1.15 Unsecured PHI.** “Unsecured PHI” is Electronic PHI that is not encrypted. “Unsecured PHI” is also any PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under § 13402(h)(2) of the HITECH Act.

2. Obligations of Business Associate

- 2.1 Limitation on Use or Disclosure.** Business Associate shall not use or disclose PHI other than as permitted or required by this BAA or as Required by Law.

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2.2 Appropriate Safeguards

- a. **Safeguards for all PHI.** Business Associate shall develop, maintain and use reasonable and appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this BAA.
- b. **Safeguards for Electronic PHI.** Business Associate shall comply with the Security Rule with respect to Electronic PHI.

2.3 Mitigation of Harmful Effects. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA, including any harm to an Individual(s) as a result of a Breach of Unsecured PHI.

2.4 Restriction Agreements and Confidential Communications. Business Associate shall comply with any agreement that Covered Entity makes that either (i) restricts the use or disclosure of PHI pursuant to 45 C.F.R. § 164.522(a), or (ii) requires confidential communication about PHI pursuant to 45 C.F.R. § 164.522(b), provided that Covered Entity notifies Business Associate of the restriction or confidential communication obligations that Business Associate must follow.

2.5 Reports

- a. **Breaches.** Business Associate shall report to Covered Entity any Breach of Unsecured PHI without unreasonable delay and in no event later than five calendar days after learning of the Breach. Business Associate shall provide to Covered Entity the information that Covered Entity is required to include in the notification to an Individual under 45 C.F.R. § 164.404(c), at the time of the initial notification to Covered Entity or promptly thereafter as information becomes available.
- b. **Non-Permitted Uses and Disclosures.** Business Associate shall report to Covered Entity any use, access, or disclosure of PHI not permitted by this BAA that does not constitute a “Breach.” Business Associate will make the report without unreasonable delay but in no event later than 30 days after Business Associate learns of such non-permitted use, access, or disclosure.
- c. **Security Incidents**
 - i. Business Associate shall report to Covered Entity any successful Security Incident of which it becomes aware. Business Associate will make the report without unreasonable delay but in no event later than 10 days after Business Associate learns of the Security Incident.
 - ii. Business Associate shall report to Covered Entity, upon the Covered Entity’s request, the aggregate number of attempted but unsuccessful Security Incidents of which Business Associate becomes aware.

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- 2.6 Subcontractors.** Business Associate shall require any Subcontractor to which it provides PHI to comply with the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI. Business Associate shall require any Subcontractor to which it provides Electronic PHI to comply with the Security Rule.
- 2.7 Access to PHI.** To the extent that Business Associate maintains PHI in a Designated Record Set, Business Associate shall provide access, at the request of Covered Entity and in the time and manner reasonably specified by Covered Entity, to the PHI in such Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the access requirements under 45 C.F.R. § 164.524.
- 2.8 Amendments to PHI.** To the extent that Business Associate maintains PHI in a Designated Record Set, Business Associate shall make any amendment(s) to the PHI in such Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526, at the request of Covered Entity or an Individual, and in the time and manner reasonably specified by Covered Entity.
- 2.9 Availability of Books and Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available for inspection and copying to Covered Entity and the Secretary, in a time and manner designated by Covered Entity or the Secretary (as applicable), for purposes of determining Covered Entity's compliance with the Privacy Rule.
- 2.10 Accounting of Disclosures.** Business Associate shall document such disclosures of PHI, and information related to such disclosures, and provide such information to Covered Entity or, as directed by Covered Entity, to an Individual, in the time and manner reasonably specified by Covered Entity, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- 2.11 Sale of PHI; Genetic Information.** Business Associate shall not, directly or indirectly, receive remuneration in exchange for the PHI of an Individual, except as authorized by the Individual. Business Associate shall not use or disclose Genetic Information (as that term is defined in 45 C.F.R. § 160.103) except as permitted by 45 C.F.R. § 164.502(a)(5)(i).
- 2.12 Marketing.** Business Associate shall not use or disclose PHI for Marketing except as authorized by an Individual or otherwise permitted under the Privacy Rule.
- 2.13 Transactions Rule Compliance.** If Business Associate electronically conducts in whole or part a transaction for which the Department of Health and Human Services has established a standard under 45 C.F.R. Part 162 for or on behalf of Covered Entity, Business Associate will comply, and will require any Subcontractor involved with the conduct of such Standard Transaction to comply, with each applicable requirement of 45 C.F.R. Part 162.
- 2.14 Delegation.** To the extent that Covered Entity delegates to Business Associate any obligation imposed on Covered Entity by the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such delegated obligation.

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2.15 Encryption. Business Associate shall encrypt Covered Entity's Electronic PHI prior to saving it on portable media. In other circumstances, Business Associate shall encrypt Covered Entity's Electronic PHI whenever reasonably practicable.

3. Permitted Uses and Disclosures by Business Associate

3.1 General Use and Disclosure Provisions

- a. Use and Disclosure for Services.** Except as otherwise limited in this BAA, Business Associate may use or disclose PHI to perform the Services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- b. Minimum Necessary.** Business Associate shall limit its uses and disclosures of PHI and its requests for PHI to the minimum amount of PHI necessary to accomplish the intended purpose of such use, disclosure or request. Business Associate shall comply with the minimum necessary policies and procedures of Covered Entity, provided that Business Associate is advised of such minimum necessary policies and procedures.

3.2 Specific Use and Disclosure Provisions

- a.** Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b.** Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the person will (i) keep the PHI confidential and use or further disclose the PHI only as Required by Law or for the purpose for which it was disclosed to the person, and (ii) notify the Business Associate of any instances of which the person is aware in which the confidentiality of the information has been breached.
- c.** Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

4. Obligations of Covered Entity

4.1 Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.

- a.** Covered Entity shall promptly notify Business Associate of any limitation(s) in its notice of privacy practices (published in accordance with 45 C.F.R. § 164.520) to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI.

Continued on next page

- b. Covered Entity shall immediately notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall immediately notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4.2 Permissible Requests by Covered Entity. Except as may be set forth in Section 3.2(c) above, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the HITECH Act if done by Covered Entity.

4.3 Disclosures to Designated Employees and/or Other Representatives. Covered Entity shall identify for Business Associate, in writing in advance, certain employees or other representatives of Covered Entity who are authorized to discuss Protected Health Information with Business Associate. To the extent that Business Associate is contacted by any such employee or other representative in connection with the Services provided pursuant to the Underlying Agreement, and unless Business Associate has advance notice from Covered Entity to the contrary, Business Associate shall treat such inquiry as a permissible inquiry under the Privacy Rule and shall provide the information permitted by the Privacy Rule to the designated employee or other representative.

5. Term and Termination

5.1 Term. The term of this BAA shall commence on the effective date of the Agreement, and, unless earlier terminated as provided herein, shall terminate when Business Associate has destroyed or returned to Covered Entity all PHI, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the provisions set forth in Section 5.3.

5.2 Termination for Cause. In the event of Business Associate's breach of a material term of this BAA, Covered Entity may either:

- a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this BAA and the Underlying Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
- b. Immediately terminate this BAA and the Underlying Agreement.

5.3 Effect of Termination

- a. Except as provided in Section 5.3(b) of this BAA, upon termination of this BAA for any reason, Business Associate shall return to Covered Entity or destroy all PHI.

Continued on next page

- b. If Covered Entity determines that it is not feasible for Business Associate to return or destroy any or all PHI, Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

6. General Provisions

- 6.1 Regulatory References.** A reference in this BAA to a section in HIPAA, the HITECH Act or their implementing regulations means the section as may be amended from time to time.
- 6.2 Amendment.** The Parties shall take such action as is necessary to amend this BAA from time to time as necessary for each Party to comply with the requirements of HIPAA, the HITECH Act, and their implementing regulations, as they may be amended from time to time. Covered Entity may amend this BAA by giving 30 days' prior written notice to Business Associate of a proposed amendment. If Business Associate fails to object within the 30-day period, the amendment will become a part of this BAA. Any amendment proposed by Business Associate must be approved in writing by Covered Entity.
- 6.3 Survival.** The respective rights and obligations of the Parties under Sections 5.3 and 6.14 of this BAA shall survive the termination of this BAA.
- 6.4 Interpretation.** Any ambiguity in this BAA shall be resolved to permit the Parties to comply with HIPAA, the HITECH Act, and their implementing regulations. In the event of any inconsistency between this BAA and the Underlying Agreement regarding the use or disclosure of PHI or Electronic PHI, the provisions of this BAA shall control.
- 6.5 Assignment.** Neither Party may assign its rights or duties under this BAA without the prior written consent of the other Party.
- 6.6 No Third-Party Rights.** This BAA shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, that nothing in this BAA is intended, nor shall it be construed, to confer upon any person or entity other than the Parties hereto and their respective successors and assigns any rights, remedies, obligations or liabilities whatsoever.
- 6.7 Waiver.** Any waiver of any provision of this BAA shall be in writing and signed by the Party against whom it is sought to be enforced. Any such waiver shall not operate or be construed as a waiver of any other provision of this BAA or a future waiver of the same provision.
- 6.8 Applicable Law.** The validity, enforceability and interpretation of BAA shall be governed by HIPAA, the HITECH Act and their implementing regulations, and the laws of the Commonwealth of Virginia, without giving effect to any conflict-of-laws principles.

Continued on next page

- 6.9 Entire Agreement.** This BAA constitutes the entire agreement between the Parties with respect to use and disclosure of PHI pursuant to the Underlying Agreement and supersedes all other agreements, express or implied, oral or written, between the Parties related to this subject matter.
- 6.10 Headings.** The headings contained in this BAA are for reference purposes only and shall not affect in any way the meaning or interpretation of this BAA.
- 6.11 Severability.** The provisions of this BAA shall be severable, and if any provision shall be determined to be invalid, void or unenforceable, in whole or in part, by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- 6.12 Notice.** Any notices or other communications required to be given under this BAA shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid, to the individuals at the addresses indicated in the Underlying Agreement or to such other person or address as a Party may designate by written notice to the other Party. Notice shall be deemed effective upon receipt.
- 6.13 Independent Contractors.** The Parties to this BAA are independent contractors. None of the provisions of this BAA are intended to create, nor shall they be interpreted or construed to create, any relationship between Covered Entity and Business Associate other than that of independent contractors. Except as otherwise expressly set forth herein, neither Party hereto, nor any of its representatives, shall be deemed to be the agent, employee or representative of the other Party.
- 6.14 Indemnification.** The Parties shall have the respective indemnification rights set forth in the Underlying Agreement.



Direct Deposit Authorization Form

Enjoy the convenience of direct deposit by having future payments electronically deposited directly into your bank account.

I agree to accept payments through electronic funds transfer (EFT) and ensure that you can rely exclusively on the information supplied through this form. This agreement applies to and amends all existing agreements with Delta Dental of Virginia and/or Stryden, Inc. I hereby authorize Delta Dental of Virginia and/or Stryden, Inc. to initiate credit entries to and/or debit entries from the financial institution and the account named below.

Payee Information

Payee Name

Payee Tax ID

Address

Phone

Email to Receive Commission Statements

Financial Institution Information

Financial Institution Name

Checking Account Number

Bank Transit/ABA Number

This arrangement will be in effect until written notice is received to cease EFT payment or if Delta Dental of Virginia is notified from our bank that the account is no longer available to accept deposits. **I also understand that I must notify Stryden, Inc. and/or Delta Dental of Virginia of any changes to my bank account or email address in order to continue to receive my commission payments and statements.**

Name (print)

Signature

Title

Date

Required: Complete this form, scan a voided check and email both the form and voided check to brokerhelp@deltadentalva.com.

DeltaVision is underwritten by Stryden, Inc., an affiliate of Delta Dental of Virginia. Claims processing, claims service and provider network administration for DeltaVision are provided under contract by VSP.

Request for Taxpayer Identification Number and Certification

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

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

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>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.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

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 ▶
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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 24% 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)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	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

For this type of account:	Give name and EIN of:
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.