



Cypress Dental Insurance Company of California Broker/Agency Appointment

Below is a checklist of items required to complete your appointment with Cypress Dental Insurance of California.

- ☐ Broker/Agency Agreement
- ☐ Business Associate Agreement
- ☐ Commission Agreement
- ☐ Agency Direct Deposit Form

In addition to the above items, please be sure to include a copy of the Agent's & Agency Life License. Your appointment can not be completed without this information

- ☐ Copy of Agency License
- ☐ Copy of Agent License to be appointed

For your convenience, Cypress Dental Insurance Company of California can accept the completed forms electronically.

Please fax, email or mail all documents to:

Mailing Address: Cypress Ancillary Benefits
Attention: Broker Appointments
7510 Shoreline Dr
Stockton CA 95219

Fax: 209-478-5614

Email: jleon@cypressadmin.com

Cypress Ancillary Benefits looks forward to working with your agency and building a long-lasting relationship with you and your clients.

CYPRESS DENTAL INSURANCE COMPANY OF CALIFORNIA BROKER AGREEMENT | PAGE 1

Please print the following information:

Business/Agency Name:		Tax ID#:	
Broker Name (if Individual entity):	SS#:	DOB:	
Broker Email Address:			
Physical: Street Address			
City, State, Zip			
Mailing: Street Address			
City, State, Zip			
Business Phone:		Fax:	
Broker License Number:		License Expiration Date:	
Agency License Number:		License Expiration Date:	

Commission payable to: ☐ **Agency** ☐ **Broker (Select one)**

- Are you covered under your company's Errors and Omissions (E&O) policy? Yes ☐ No ☐
If not, attach the declaration page of your E&O policy.
- Have you ever been convicted of any felony? Yes ☐ No ☐
If said felony conviction was related to dishonesty or breach of trust, have you received, subsequent to such conviction, written consent from an authorized insurance regulator that you may be employed in the insurance industry? If yes, attach a copy of such consent.
- Has any government, court, regulatory agency, or exchange ever entered an order against you related to fraud? Yes ☐ No ☐
- Have you ever been or are you currently the subject of an insurance-related, or consumer-initiated complaint? Yes ☐ No ☐
- Have you ever been discharged or permitted to resign because you were accused of: Yes ☐ No ☐
(a) insurance-related statutes, regulations, rules or industry standards of conduct?
(b) fraud or the wrongful taking of property?
- Have any contracts that you held with any insurance companies been cancelled for cause (not including productivity)? Yes ☐ No ☐
- Has any policy or application for errors and omissions insurance on your behalf ever been declined, canceled, or renewal refused? Yes ☐ No ☐
- Have you ever had any of the following: sought protection from creditors, declared bankruptcy, been subject to an assignment for the benefit of creditors, had a lien or judgment, had a creditor charge off an account/payables as bad debt or uncollectible, or had any other problems in your credit history? Yes ☐ No ☐
- Are you under any legal order/judgment to make monetary payments to another person or business entity or have you ever had your wages garnished? Yes ☐ No ☐



CYPRESS DENTAL INSURANCE COMPANY OF CALIFORNIA BROKER AGREEMENT | PAGE 2

This Agreement is made: _____ by and between CYPRESS DENTAL INSURANCE COMPANY OF CALIFORNIA ("Cypress")
month day year
and the Life Agent and/or Insurance Broker named on the signature page hereto ("Broker").

This Agreement is made by and between the Company and the Broker identified above. This Agreement shall run for an indefinite period subject to termination at any time by either of the parties pursuant to Section 3 herein. Whenever the singular form or masculine gender occurs in this Agreement, as to either Company or Broker, the substitution of the respective plural form is understood in the case of a partnership or feminine gender in the case of a corporation.

1) Appointment

The Company appoints the Broker to solicit all forms of insurance coverage included in this Agreement provided he is or may be licensed for the type of coverage solicited in accordance with applicable law. The territory of the Broker shall be wherever he is or may be licensed for the type of coverage solicited. The Broker shall transmit to the Company, or its authorized agents, for its consideration all applications for such forms of policies as may be issued by it, collect the initial premiums or otherwise instruct the planholder to remit premium directly to the Company or its designee, countersign (when necessary) and deliver any policies forwarded to him by the Company for that purpose, and shall perform such other duties and services to policyholders and beneficiaries pertaining to the business of the Company as may be required of him. It is expressly understood between the parties to this Agreement that the Broker represents the insured and does not represent the Company except as herein specified. Nothing in this Agreement shall create or be construed to create any exclusive authority to represent the Company or to effect sales of policies with respect to a specific geographic territory or otherwise.

2) Compensation

The Company will pay, directly or through its authorized agents, the Broker commissions at the rates provided for under the applicable compensation schedules between the Parties, on first year and renewal premiums which are actually due, collected and paid in cash, to the Company on policies issued by the Company on applications submitted under this Agreement and further consistent with the Group Commission Payment Rules set forth on Exhibit A, which is attached hereto and incorporated herein by reference, or otherwise provided by Company to Broker. Commission payments shall constitute full compensation to the Broker for his services. During the continuance of this Agreement, commissions on group insurance business will only be paid to the Broker as long as he continues to be recognized by both the policyholder and the Company as the 'Agent of Record' on the applicable group insurance business. Notwithstanding the forgoing, Broker commission payments shall terminate upon a block transfer of insurance business ("Block Transfer") requested by the Broker and after prior written approval by the Company, consistent with applicable law. Broker shall release, hold harmless and otherwise indemnify Company for any and all damages, expenses (including attorneys' fees), claims or causes of action arising out of or relating to any approved Block Transfer.

3) Termination of Agreement

This Agreement shall terminate, with or without cause, at any time upon notice in writing by either of the parties, or automatically by nonrenewal of the Broker's Cypress appointment or state license. Upon termination, Broker's right to compensation, if any, as set forth in Section 2 above shall also terminate. This Agreement shall terminate automatically without notice if the Broker ceases to exist. The Company reserves the right to revoke the Broker's authority to sell any product hereunder at any time, upon written notice to Broker.

4) Indebtedness

All commissions, including renewal commissions, earned hereunder shall be subject to any indebtedness (with interest thereon, at the current rate established by the Board of Directors of the Company) of the Broker to the Company, including any indebtedness incurred by the Broker under this and any other agreement entered into between him and the Company. Any such indebtedness to the Company shall be subject to the reversal of commissions regardless of which entity issued the applicable policy. Indebtedness means any debt, liability, or debit balance incurred resulting from our reversal of commissions under any contract maintained by Broker with the Company. It also includes any amount paid by the Company to settle a complaint or satisfy any judgment entered by any court, administrative agency or arbitrator related to any policy sold by Broker, or breach of Broker's duties and responsibilities under this Agreement and any other agreement entered into between him and the Company, whether or not the liability for settlement or satisfaction of judgment arose after the termination of this Agreement or any applicable agreement. The provisions of this Section 4 shall survive the termination of this Agreement.

5) Freedom of Action

The Broker shall be free to exercise his own judgment as to the time and place of solicitation of persons acceptable to the Company, and as to the general conduct of his business, but he shall comply with and be bound by the rules of the Company now in force or as they hereafter may be amended or supplemented; such rules, however, are not to interfere with such freedom of action of the Broker. The relationship of the Broker to the Company is that of an independent contractor, and nothing herein contained shall be construed to create the relation of employee and employer between the Broker and Company. The Broker shall not be required to spend any particular portion of his or her working time as a Broker for the Company, nor shall this Agreement create any exclusive authority of the broker to represent the Company.

6) First Premium

The first premium or any monies collected on any application for insurance submitted by the Broker under this Agreement is due and payable to the Company in cash immediately upon collection.

7) Charges

The Broker agrees to pay the Company all charges provided for in the Company's rules as now in force or as such may hereafter be amended or supplemented, including but not limited to additional or optional policies, "not-taken" policies, acceptance of notes, term rates, medical and inspection fees and supplies. If the Company cancels a policy or contract for any reason or if the policy or contract owner exercises any right to cancel a policy or contract, resulting in the Company's refund or return of any payment, or portion thereof, made on such policy or contract, any compensation paid by the Company to Broker on such policy or contract shall be promptly repaid to the Company by Broker.

8) Authority of Broker

The Broker shall have no power or authority other than as herein expressly granted, and no other or greater powers shall be implied from the grant or denial of powers, specifically mentioned herein. He shall have no power or authority:

- a) To make, alter or discharge any contract in the name of the Company or to bind the Company;
- b) To waive a forfeiture or waive, alter or amend the performance, provisions, terms or conditions of any policy, or commit to any policy's reinstatement;
- c) To extend the time for the payment of premiums or other monies due the Company;
- d) To incur any debt or liability against the Company;
- e) To accept any risk or determine insurability on behalf of the Company;
- f) To give credit for any application for insurance;
- g) To use Broker's own funds for the payment of any applicant's or insured's obligations under a policy;
- h) To use the Company's name in connection with any financial account maintained by the Broker;
- i) To initiate legal proceedings or regulatory actions in the name of the Company; or
- j) To collect money for the Company, except as to the collection of the first premium on policies issued by the Company pursuant to this Agreement.

9) Advertising and Representations

The Broker shall use no advertising material, prospectus, proposal or representation, either in general or in relation to a particular policy of the Company, unless furnished by the Company or until the consent of the Company thereto shall have first been secured through the Company. The Broker shall not issue or circulate any illustration, circular, statement or memorandum of any sort misrepresenting the terms, benefits or advantages of any policy issued by the Company, or make any misleading statement as to the dividends to be received thereon. The Broker shall not make any misleading statement as to the benefits to be received on any contract issued by the Company, or as to historical or future investment performance relating to such contract, or as to the financial position of the Company. The Broker shall not use any information related to the Company on any web site without the Company's prior consent. The Broker may not use the Company's trademarks, service marks, trade names, logos, or other commercial or product designations for any purpose whatsoever without the prior written consent of the Company.

10) Ethical Behavior

In the performance of this Agreement Broker shall comply with all applicable laws and regulations, including but not limited to laws protecting the privacy of non-public personal information about individuals, as well as all policies and procedures established by the Company, as may be amended from time to time and communicated to Broker, including but not limited to those published electronically by the Company. The Broker shall at all times in the performance of this Agreement be validly licensed in the states and other jurisdictions that require licensing or registration in connection with the Broker's sales activities. Broker shall immediately notify the Company in writing if he may not be in compliance or licensed as required by this Section 10.

11) New Coverages and Changes in Coverages

In the event the Company has undertaken, or shall undertake, the writing of types of coverage not mentioned herein, an appropriate amendment to this Agreement shall be made, and deemed to be effective, by written notice to the Broker, setting forth the commissions payable, and conditions of such payment, for such business, and modifying any of the provisions of this Agreement deemed necessary in order to adapt this Agreement to the nature of such business. The Company may make such changes and decisions as it deems advisable in the conduct of its business, including the discontinuance of any policy form or the withdrawal from any territory, without any liability to the Broker by reason of its doing so.

12) Cooperation with Legal and Regulatory Proceedings

The Broker will fully cooperate with the Company in any federal, state or regulatory investigation. The Broker and the Company will promptly inform the other party of any regulatory investigation or proceeding being conducted with respect to their activities. The Broker agrees to fully cooperate with the Company in the defense of any action filed against the Broker and/or the Company by a third party for alleged acts that occur while this Agreement is in effect. The Broker shall promptly notify the Company of any customer complaints with respect to policies sold pursuant to this Agreement and to cooperate with the Company in resolving all customer complaints with respect to such policies, or activities of the Broker.

13) Assignment

No assignment of any insurance commissions, except to the Company, shall be valid, unless authorized in advance in writing by the Company.

14) Return of Materials

All prospectuses, forms, sales literature, customer lists, documentation and computer software containing the rates and values of products issued by the Company, computer printouts, applications, forms, policies, brochures, sales promotion materials, whether in hard copy or computer format, are the property of the Company and are furnished to the Broker in confidence, and the Broker agrees to refrain from reproducing, publishing or disclosing such material other than in the ordinary course of business or with the written consent of the Company. All such property shall be returned to the Company by the Broker upon demand or upon termination of the Agreement. Upon termination of this Agreement for any reason, the Broker agrees not to use any such material for his commercial purposes or for that of any other entity.

15) Abrogation of Prior Agreements

All agreements heretofore entered into by and between the parties hereto, whether oral or in writing save as hereinafter excepted, are hereby released, abrogated and declared to be null, void and of no effect, any stipulation contained therein to the contrary notwithstanding, except such agreements or parts thereof relating to:

- a) Any indebtedness of the Broker to the Company and liens created in connection therewith;
- b) Any liabilities or obligations previously assumed or incurred by the Broker and owing to or running for the benefit of the Company and liens created in connection therewith; and
- c) The right to commissions hereafter accruing and earned under any prior agreement between the parties hereto, subject to the offsets and counterclaims therein provided.

16) Forbearance Not Waiver

Forbearance or failure of the Company to insist upon the strict performance of any provision of this Agreement or to enforce its rights hereunder, shall not constitute a waiver of the Company's rights or privileges hereunder or of its subsequent right to insist upon such performance.

17) Confidentiality

If, in the course of performance of this Agreement, Broker receives or learns personal, financial and/or health information, ("Confidential Information"), about individuals who have applied for or purchased policies from the Company, Broker shall keep all Confidential Information strictly confidential, and shall not use or disclose to any affiliate or third party, either orally or in writing, any Confidential Information for any purpose other than the purpose for which the Confidential Information was provided to the Broker consistent with applicable law. Broker shall take all precautions that are reasonably necessary to protect the security of the Confidential Information, and shall restrict access to the Confidential Information to any of Broker's employees who need to know the Confidential Information in order for Broker to perform his duties under this Agreement. Upon request, Broker shall return to the Company all tangible items containing any Confidential Information received from the Company, whether in hard copy or electronic format, including all copies, drafts, abstractions and compilations of the Confidential Information, without retaining any copies of the items required to be returned. The obligations of this section extend to all of Broker's employees, agents, affiliates and contractors, each of whom shall be informed by Broker of their obligations hereunder.

If Broker is required by law or by a subpoena or court or regulatory order or demand to disclose any Confidential Information, Broker shall, prior to making such disclosure, promptly notify the Company in writing of such requirement and shall furnish the Company with a copy of the subpoena, court order or demand, and shall allow the Company an opportunity to seek a protective order or other judicial relief. This provision does not apply to audits and inquiries from state or federal regulatory agencies if the Broker is legally required to provide them with access to the Broker's records. Upon learning of any unauthorized disclosure or use of any Confidential Information, Broker shall promptly notify the Company and shall cooperate fully with us the Company to protect and/or retrieve such Confidential Information. The provisions of this Section shall survive termination or expiration of this Agreement Notwithstanding the foregoing, with respect to personal health information relating to health insurance coverages, Broker, its employees and agents, shall be subject to and shall comply with the Business Associate Agreement, attached hereto as Exhibit B and incorporated herein by reference.

18) Amendments

The Company, at its sole discretion, shall have the right to amend this Agreement of any of its provisions or terms of compensation by general announcement. The Amendments shall be deemed to be effective upon the general announcement of such amendment and assent of the Broker shall not be required or necessary.

19) Records and Inspection

The Broker agrees to maintain complete and accurate records of his activities in the performance of this Agreement, including but not limited to, the marketing and sale of the Company's products. Broker shall make available to the Company for examination, review and audit Broker's files, books and records per training to his activities under this Agreement and respecting the Company's products, insureds and customers, and Broker shall cooperate to the fullest extent with such examinations, reviews and audits.

20) Errors and Omissions Insurance

While this agreement is in force and effect, Broker shall maintain Errors and Omissions (E&O) coverage in an amount satisfactory to the Company. Broker shall give the Company prompt written notice of any notice of cancellation or change of the E&O coverage.

21) Non-Solicitation

Broker covenants and agrees that after the termination of this Agreement, whether terminated by the Company or Broker, the Broker will not, directly or indirectly, by or through any partner, agent, employer, or individual or entity from or on the Broker's behalf, advise, induce or attempt to induce any policyholder or annuitant of the Company or any subsidiary company of the Company to lapse, cancel or replace any insurance policy, annuity or account of the Company or of any subsidiary company. These restrictions shall last for a period of 18 months following the termination of this Agreement and shall be effective in those sales territories in which the Broker sold products on behalf of the Company or any of its subsidiary companies while subject to this Agreement. In the event the Broker breaches this provision, the Broker agrees that the Company may compel the Broker's compliance with this provision by injunction or by any other remedy at law or equity, or by any other remedy under this Agreement.

22) Governing Law.

This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

On behalf of Cypress Dental Insurance Company of California

COMPANY:

Name: _____

Signature: _____

Title: _____

Date: _____

BROKER:

Name: _____

Signature: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is entered into by and between _____ ("Business Associate") and Cypress Dental Insurance Company of California ("Covered Entity") on this _____ day of _____ 20_____. The Covered Entity and Business Associate agree to modify the Agreement to comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR"), and to comply with the Health Information Technology for Economic and Clinical Health Act ("HITECH").

1. **Definitions.** Capitalized terms not otherwise defined in the Agreement shall have the meanings given to them in Title 45, Parts 160 and 164 of the CFR and are incorporated herein by reference.
2. **Use and Disclosure of Protected Health Information.** Business Associate shall use and/or disclose Protected Health Information ("PHI") only to the extent necessary to satisfy Business Associate's obligations under the Agreement. Protected Health Information or PHI means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 164.501.
3. **Prohibition on Unauthorized Use or Disclosure of PHI.** Business Associate shall not use or disclose any PHI received from or on behalf of Covered Entities, except as permitted or required by the Agreement, as required by law or as otherwise authorized in writing by Covered Entity. Business Associate shall comply with: (a) Title 45, Part 164 of the CFR; (b) State laws, rules and regulations applicable to PHI not preempted pursuant to Title 45, Part 160, Subpart B of the CFR or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) Covered Entity's health information privacy and security policies and procedures.
4. **Business Associate's Operations.** Under HIPAA and HITECH, PHI must be limited, to the extent practicable, to the "limited data set" or, if needed, the minimum necessary to accomplish the intended purpose. Business Associate may disclose such PHI as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities only if:
 - A. The disclosure is required by law; or
 - B. Business Associate obtains reasonable assurance, evidenced by written contract, from any person or organization to which Business Associate shall disclose such PHI that such person or organization shall:
 - a. Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or to the person or organization as required by law; and
 - b. Notify Business Associate (who shall in turn promptly notify Covered Entity) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
5. **Data Aggregation Services.** Business Associate may use PHI to provide Data Aggregation Services related to Covered Entity's Health Care Operations.
6. **PHI Safeguards.** Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of Covered Entity.
7. **Electronic Health Information Security and Integrity.** Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320d-2(d) of the United States Code and Title 45, Part 142 of the CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted Health Information received from or on behalf of Covered Entity pertaining to an individual. Business Associate shall document and keep these security measures current. Business Associate shall develop, implement and maintain policies and procedures demonstrating compliance with HIPAA and HITECH privacy and security requirements.

- 8. Protection of Exchanged Information in Electronic Transactions.** If Business Associate conducts any Standard Transaction for or on behalf of Covered Entity, Business Associate shall comply, and shall require any subcontractor or agent to conduct such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the CFR. Business Associate shall not enter into or permit its subcontractors or agents to enter into any Trading Partner Agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that:
- (a) changes the definition, Health Information condition or use of a Health Information element or segment in a Standard;
 - (b) uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s); or
 - (c) changes the meaning or intent of the Standard's Implementation Specification(s).
- 9. Subcontractors and Agents.** In accordance with Title 45, Part 164.502 Subpart (E), Sections 164.502(e) and 164.308(b), if applicable, Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information. Thus, Business Associate shall require each of its subcontractors or agents to whom Business Associate may provide PHI received from, or created or received by Business Associate on behalf of Covered Entity to agree to written contractual provisions that impose at least the same obligations to protect such PHI as are imposed on Business Associate by the Agreement.
- 10. Access to PHI.** Business Associate shall provide access, at the request of Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual to meet the requirements under Title 45, Part 164, Subpart E, Section 164.524 of the CFR and applicable state law. Business Associate shall provide access in the time and manner set forth in Covered Entity's health information privacy and security policies and procedures.
- 11. Amending PHI.** Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to Title 45, Part 164, Subpart E, Section 164.526 of the CFR at the request of Covered Entity or an Individual, and in the time and manner set forth in Covered Entity's health information privacy and security policies and procedures.
- 12. Accounting of Disclosures of PHI.**
- A. Business Associate shall document such disclosures of PHI and information related to such disclosures 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 Title 45, Part 164, Subpart E, Section 164.528 of the CFR.
 - B. Business Associate agrees to provide Covered Entity or an Individual, in the time and manner set forth in Covered Entity's health information privacy and security policies and procedures, information collected in accordance with Section 11 (a) above, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.
- 13. Access to Books and Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of Covered Entity available to Covered Entity and to DHHS or its designee for the purpose of determining Covered Entity's compliance with the Privacy Rule.
- 14. Reporting.** In accordance with Title 45, Part 164, Subpart D, Section 164.410, Business Associate shall notify Covered Entity any use or disclosure of PHI not authorized by the Agreement, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware; in writing by Covered Entity whenever Business Associate becomes aware of such unauthorized disclosure. Business Associate shall make the report to Covered Entity's Privacy Official without unreasonable delay after Business Associate learns of such unauthorized use or disclosure. Business Associate's report shall at least:
- (a) identify the nature of the unauthorized use or disclosure;
 - (b) identify the PHI used or disclosed;
 - (c) identify who made the unauthorized use or received the unauthorized disclosure;
 - (d) identify what Business Associate has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure;
 - (e) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and
 - (f) provide such other information, including a written report, as reasonably requested by Covered Entity's Privacy Official. Business Associate will handle breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of the covered entity.

15. **Mitigation.** Business Associate agrees to 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 the Agreement.
16. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall:
- A. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.
 - B. Immediately terminate the Agreement if Business Associate has breached a material term of the Agreement and cure is not possible.
 - C. If neither termination nor cure is feasible, Covered Entity shall report the violation to DHHS.
17. **Return or Destruction of Health Information.**
- A. Except as provided in Section 17(b) below, upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate shall return to Covered Entity or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - B. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate may retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - a. Return to Covered Entity or destroy the remaining protected health information that Business Associate still maintains in any form;
 - b. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
 - c. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out above which applied prior to termination; and
 - d. Return to Covered Entity or destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
18. **Automatic Amendment.** Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, the Agreement shall automatically amend such that the obligations imposed on Business Associate as a Business Associate remain in compliance with such regulations.

Please respond to the following questions:

As a Business Associate, are you compliant with the Omnibus Rule that was issued in January, 2013?

Yes ☐ No ☐

Will any Subcontractors be involved?

Yes ☐ No ☐

Will you ensure that all Subcontractors are compliant with all safeguards that apply to Business Associates?

Yes ☐ No ☐

Do you have a program for monitoring the PHI?

Yes ☐ No ☐

Do you have written PHI Policies and Procedures?

Yes ☐ No ☐

Do you have a Business Continuity/ Disaster Recovery Program?

Yes ☐ No ☐

~ Continued on next page

ATTACHMENT A

Have you had any breaches in the past year? If so, describe the incident below, including number of records.

Yes ☐ No ☐

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf effective the date of execution.

COVERED ENTITY

Cypress Dental Insurance Company of California

By: _____

Print Name: _____

Title: _____

Date: _____

7510 Shoreline Drive

Stockton, CA 95219

Phone: 800-350-3989

209-478-4808

Fax: 209-478-5614

BUSINESS ASSOCIATE

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

COMMISSION AGREEMENT

This Commission Agreement ("Agreement") is made and entered into this _____ day of _____ 20____, by and between Cypress Dental Insurance Company of California hereinafter referred to as "Company" having its principal place of business at 7510 Shoreline Drive Stockton, California 95219; Telephone Number: (800) 350-3989; and _____, doing business at _____, City of _____, State of _____, Zip Code _____, Telephone (Area Code and Number) _____, E-Mail Address _____, hereinafter referred to as "Producer." Producer's form of business organization is (check one): Sole Proprietorship _____, Partnership _____, Corporation _____, and, if a corporation, State of Incorporation is _____, Tax Identification Number is _____, State Insurance License Number is _____.

WHEREAS, Company is a licensed insurance company domiciled in the State of California, and
WHEREAS, Producer is desirous of marketing and selling Company's individual and group insurance products.

1. COMMISSIONS: It is mutually agreed that commissions shall be payable to Producer only on Company's insurance programs sold through the efforts of Producer, in accordance with the commission schedule as agreed to by the parties hereto.

Commission Schedule*

Individual Dental Products	10%
Group Dental Products	Standard (see Attachment A)
Group Vision Products	Based on group quote
All Other Products	TBD

* Once earned commissions accrue to a minimum of \$50.00, a commission check will be issued at the next commission payment cycle and will be paid out at the end of that month.

COMPANY INDIVIDUAL AND GROUP HEALTH PRODUCTS

- a) For group products, the application class and commission rate payable to Producer shall be conclusively determined by Company for each enrolled group submitted by Producer and accepted by Company.
- b) For all products, the commission rate payable to Producer shall be based on the actual premium paid in cash to and received by Company. Any excess commissions paid to Producer shall be repaid to Company on demand.
- c) Any indebtedness of Producer to Company, however or whenever arising, may be deducted by Company from any commissions due, or to become due hereunder, from the Company to Producer.
- d) If any individual or group(s) shall be terminated by Company or the individual or group policyholder for any reason or cause, the Producer's right to commissions that might otherwise have accrued hereunder for said individual or group(s) shall terminate effective on the date of the policyholder's termination of insurance issued by the Company.

Company agrees to pay Producer's initial commission at the end of the applicable commission payment cycle in the month premium is received. Commissions earned thereafter will be paid without unreasonable delay, except where governmental licensing or appointment requirements are not met by Producer. If Producer is not duly appointed by the date that commissions would otherwise normally be processed, then payment of commissions to said Producer will be placed on hold. Producer agrees to forfeit any compensation placed on hold if the cause of such hold has not been resolved within six (6) months of the hold's effective date, as indicated on a hold notification letter or commissions statement.

The remittance of commissions due Producer will be accompanied by a statement describing statement describing commissions paid.

2. REMITTANCE OF PREMIUMS TO COMPANY BY PRODUCER: Producer will immediately pay all sums collected in payment of group insurance premiums and other charges produced in connection with Company programs to Company upon the receipt thereof without deductions of any kind.

3. STATE LICENSING REQUIREMENTS: Producer hereby warrants that the Producer is presently the holder of a valid insurance Agent's or Broker's License authorizing the lawful transaction of insurance business. Producer agrees that, in the event such license is suspended, revoked, or otherwise terminated by insurance regulatory authorities, the Producer will immediately notify Company in writing of such action. Company reserves the right to immediately terminate this Agreement, and all rights of Producer hereunder upon the receipt of such information. Appointments of Producer with any applicable regulatory agency(ies) with and by the Company will be paid by the Producer or deducted on his/her commission statement.

4. ENTIRE AGREEMENT: The parties hereto agree that this Agreement contains the entire agreement between the parties and that it supersedes and terminates any and all prior agreements relating to the solicitation or marketing of insurance of any nature whatsoever between said parties. No changes, amendments, additions, or alterations to this Agreement shall be effective unless signed by both parties in the form of an addendum attached to and made a part of this Agreement.

5. LIMITED AUTHORITY: The parties hereto acknowledge and agree that Producer is solely responsible for accurately representing the Company's insurance products to Producer's clients. Producer shall have no authority to guarantee or bind any plan of benefits or to alter the rates, conditions, or terms, of any application or plan of benefits which may be submitted to or issued by Company. In connection therewith, Producer agrees to hold Company harmless and to indemnify Company against any and all loss or liability which Company may sustain or incur as a result of representations made by Producer concerning the insurance products or programs being offered. This provision shall be applicable in all cases where representations made by Producer are untrue, or are in conflict, or inconsistent in any way with the terms, benefits, conditions, exceptions, or limitations as they actually exist in the insurance products or insurance programs or any of the documents issued by the Company in connection with or relating to the insurance products or insurance programs.

6. INDEPENDENT CONTRACTOR STATUS OF PRODUCER: The parties hereto intend that Producer shall act at all times solely as an independent contractor with respect to the services described in this Agreement. It is expressly understood that Producer's relationship to Company and the relationship of Company to Producer shall be that of an independent contractor only. Nothing herein contained shall be construed to create a relationship of employer and employee between Producer and Company or between Company and Producer.

7. ARBITRATION: In the event of a dispute between the parties hereto concerning this Agreement or performance by the parties, or the rights or obligations of either party thereunder, the parties agree to settle the controversy in accordance with the standards set by the American Arbitration Association.

8. NON-ASSIGNABLE: Neither this Agreement, nor any of the benefits which accrue hereunder, shall be assigned or transferred, either in whole or in part, without the prior written consent of Company, and such attempted assignment or transfer shall be void.

9. WRITTEN NOTICE: All written notices required by this Agreement to be given by either party to the other shall be sent to the party who is to receive the same by way of certified or registered mail, return receipt requested, prepaid United States mail, addressed to such party at the address set forth hereinabove or as changed in the records of Company by either party hereto pursuant to this notice provision.

IN AGREEMENT WHEREOF, the parties hereto have signed this Agreement on the day and year written on the first page hereof.

NAME OF AGENT OR AGENCY

Cypress Dental Insurance Company of
California

Commissions Payable To

Company Signature

Producer Signature

Printed Name

Title

ATTACHMENT A

Standard Commission

Aggregate Premium*	Percentage
\$1 - \$10,000	10.00%
\$10,001 - \$15,000	8.00%
\$15,001 - \$25,000	6.00%
\$25,001 - \$50,000	3.50%
\$50,001 - \$100,000	1.75%
\$100,001 - \$250,000	1.25%
\$250,001+	0.75%

*Subject to the provisions in the Commission Agreement, premiums approved by Cypress Dental Insurance Company of California, shall be used to calculate commission percentages on a per month, per group basis, with the accumulating group contract aggregate of premiums determining each month's commission percentage.

ATTACHMENT A

Standard Commission

Aggregate Premium*	Percentage
\$1 - \$10,000	10.00%
\$10,001 - \$15,000	8.00%
\$15,001 - \$25,000	6.00%
\$25,001 - \$50,000	3.50%
\$50,001 - \$100,000	1.75%
\$100,001 - \$250,000	1.25%
\$250,001+	0.75%

*Subject to the provisions in the Commission Agreement, premiums approved by Cypress Administrators shall be used to calculate commission percentages on a per month, per group basis, with the accumulating group contract aggregate of premiums determining each month's commission percentage.

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 on page 3.

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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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?* on page 2 for further information.