

How to become a Delta Dental producer

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

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

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

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

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

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

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

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



**DELTA DENTAL PLAN OF MICHIGAN, INC.
AGENCY/AGENT AGREEMENT**

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

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

WHEREAS, Agency or Agent is a fully licensed accident and health insurance agency and/or agent and is eligible to be a Health Benefit Agent; and,

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

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

SECTION 1: APPOINTMENT

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

SECTION 2: NOTICES

A. Any notice required or permitted under this Agreement shall be given in writing, to the other party, by hand, via facsimile, via certified mail, return receipt requested, postage prepaid, or via registered mail.

B. Notices to DELTA DENTAL shall be sent to:

Delta Dental Plan of Michigan, Inc.
P.O. Box 30416
Lansing, MI 48909

C. Notices to Agency or Agent shall be sent to (address, phone and facsimile):

D. Commission checks shall be payable to:

Company/Agency or Agent (fill in appropriate name)

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

(1099 will be issued with this number)

SECTION 3: SALES TERRITORY

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

SECTION 4: DUTIES

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

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

SECTION 5: COMPENSATION

5.1 Provided that Agency or Agent (1) continues to be designated by a client as the Agency or Agent with respect to such client, e.g. “Agent of Record” and (2) performs services related to such client in a manner satisfactory to Delta Dental, then for all new business and all business renewing on or after January 1, 2007, Delta Dental will pay Agency or Agent commissions at the times and in the amounts set forth in the following Commission Schedule dated January 1, 2007. Commission for risk clients will be based on paid premium and commission for self-funded clients will be based on paid administrative fees and paid claims. Should Agency or Agent negotiate to be paid commissions for specific clients that deviate from the Commission Schedule, the commission will be disclosed, and it will be acknowledged by Agency or Agent by virtue of their signature, on the client’s Delta Dental Employer/Client Application and Agreement. In no event will Delta Dental pay Agency or Agent any commissions for any time period occurring after any expiration or termination of this Agreement or for any time period after Agency or Agent has been replaced or removed as Agent of Record in writing by a client. Agency or Agent shall disclose in writing to the client, in advance of the purchase of business, the nature of any compensation the Agency or Agent will or may receive or be eligible to receive from Delta Dental in connection with the placement or servicing of the client’s business, as well as the nature of any other material business relationship between the Agency or Agent and Delta Dental. This requirement is a condition to eligibility for receiving compensation under Delta Dental’s agency/agent compensation program as described in this Agreement. Delta Dental will report to Agency’s or Agent’s designated clients all commissions paid to Agency or Agent for work performed on behalf of such clients.

COMMISSION SCHEDULE EFFECTIVE JANUARY 1, 2007	
GROUP SIZE	STANDARD PERCENT OF PREMIUM OR ADMINISTRATIVE FEES & CLAIMS PAID
1 to 24 subscribers	10.00%
25 to 49 subscribers	7.75%
50 to 99 subscribers	6.25%
100 to 199 subscribers	4.75%
200 to 499 subscribers	3.00%
500 to 999 subscribers	2.00%
1,000 to 2,499 subscribers	1.20%
2,500 to 4,999 subscribers	0.70%
5,000 or more subscribers	Negotiated on a client-by-client basis

Subject to the conditions and requirements of Section 5.1, this Commission Schedule will apply to both original and business renewed on or after January 1, 2007. Delta Dental will pay commissions monthly based upon applicable premiums or administrative fees and paid claims, if any, paid in cash and received by Delta Dental in the previous month, provided this Agreement has not expired or terminated or the client has not withdrawn its appointment of Agency or Agent or appointed another agency or agent as its Agent of Record prior to the last day of the previous month. Notwithstanding other provisions of this

Agreement, no commission shall be paid to Agency or Agent for any client on or after the date the client withdraws its appointment of Agency or Agent as the client's Agent of Record, whether by affirmative withdrawal or by appointment of another agency or agent as Agent of Record for such client.

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

SECTION 6: TERM AND TERMINATION OF AGREEMENT

- 6.1 Subject to Sections 6.2 and 7.3 of this Agreement, this Agency/Agent Agreement shall be continuous from its effective date shown on page 1.
- 6.2 Either party may terminate this Agency/Agent Agreement by giving written notice of at least thirty days to the other party.
- 6.3 Upon expiration or termination of this Agent/Agency Agreement, Agency or Agent will not act or represent itself in any way as a health benefit agent or representative of Delta Dental, except as otherwise specifically provided in the Health Benefit Agent Act.
- 6.4 Within ten days of the expiration or termination of this Agency/Agent Agreement, Agency or Agent will return to Delta Dental all property belonging to Delta Dental, including, but not limited to, all customer lists and other records of Delta Dental business.

SECTION 7: REPRESENTATIONS, APPOINTMENT AND INDEMNIFICATIONS

- 7.1 Agency or Agent represents that it is currently fully licensed in Michigan as an accident and health insurance agency or agent who is eligible to be a Health Benefit Agent, pursuant to the Health Benefit Agent Act, MCLA 550.1001 et seq. Agency or Agent shall provide Delta Dental proof that said license is active by submitting a copy of current license to Delta Dental thirty days prior to each Annual Anniversary of the effective date of this Agreement.
- 7.2 Before the effective date shown above, Delta Dental shall file an authorization for Agency or Agent to act as a Health Benefit Agent with Michigan Insurance Commissioner. Delta Dental shall also pay all required appointment fees.
- 7.3 Delta Dental may terminate this Agency/Agent Agreement immediately and without prior notice if Agency or Agent fails to maintain its licensure as an agency or health agent or if Agency or Agent violates any insurance or other law or regulation applicable to it as an insurance agency, insurance agent or health benefit agent.
- 7.4 Agency or Agent shall indemnify and hold Delta Dental, its directors, officers, employees, agents, and affiliated companies harmless from and against any and all claims, lawsuits, demands, liabilities, charges, judgments, settlements, costs, penalties, and expenses of whatever kind or nature that either may sustain or incur at any time and arising in any manner out of any wrongful act, error, or omission by the Agency or Agent. Agency or Agent shall also be liable for the costs and attorney's fees that Delta Dental actually incurs in defending itself against any such claims, demands, or lawsuits.

SECTION 8: BUSINESS ASSOCIATE PROVISIONS

8.1 Definitions

For purposes of Section 8, these terms shall have the following meaning:

- A. “**Business Associate**” or “**BA**” means _____ and shall have the same meaning as the term “business associate” in 45 CFR 160.103.
- B. “**Covered Entity**” shall have the same meaning as the term “covered entity” in 45 CFR 160.103.
- C. “**Electronic Protected Health Information**” or “**EPHI**” shall have the same meaning as the term “electronic protected health information,” at 45 CFR 160.103, limited to the electronic protected health information that is created, received, maintained, or transmitted to or on behalf of Delta Dental.
- D. “**Individual**” shall have the same meaning as the term “individual” in 45 CFR 164.501, and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- E. “**Privacy Rule**” means the “Standards for Privacy of Individually Identifiable Health Information,” at 45 CFR parts 160 and 164, as promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).
- F. “**Protected Health Information**” or “**PHI**” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created, received, or accessed by Business Associate from or on behalf of Delta Dental.
- G. “**Required By Law**” shall have the same meaning as the term “required by law” in 45 CFR 164.501.
- H. “**Secretary**” shall mean the Secretary of the Department of Health and Human Services, or his designee.
- I. “**Security Rule**” means the “Standards for the Security of Electronic Protected Health Information,” at 45 CFR parts 160, 162, and 164, as promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

8.2 Obligations of Business Associate With Respect to the Security and Confidentiality of PHI

In performing its duties and obligations under the Agency/Agent Agreement, Business Associate hereby agrees as follows:

- A. **Disclosure.** Business Associate shall not use or further disclose PHI other than as permitted or required by this Agency/Agent Agreement or as Required By Law.
- B. **Other Law.** Subject to Section 8 herein, Business Associate shall not use or further disclose PHI in a manner that would be impermissible if used or disclosed by Delta Dental or in a manner that would violate the Privacy Rule or other applicable federal or state law or regulations.
- C. **Minimum Necessary Standard.** Business Associate shall use and disclose PHI in a manner minimally necessary to accomplish the intended purpose of the use or disclosure.
- D. **Security.** By the compliance date for the Security Rule, Business Associate agrees to (i) implement safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Delta Dental and, upon request of Delta Dental from time to time, BA shall promptly provide Delta Dental with information regarding such safeguards, (ii) ensure that any agent, including subcontractor, to whom BA provides EPHI agrees to implement reasonable and appropriate safeguards to protect it, and (iii) report to Delta Dental any violation of the Security Rule of which it becomes aware.

- E. **Reporting. Business** Associate shall report to Delta Dental any use or disclosure of PHI not provided for by this Agency/Agent Agreement of which BA becomes aware. Notice of such use or disclosure shall be provided to Delta Dental in writing as soon as possible, but in no event later than five business days from the date on which BA discovers said use or disclosure. The written notice shall:
- i. contain a brief description of the PHI that was used or disclosed,
 - ii. state the name of the individual whose PHI was used or disclosed,
 - iii. state the name of the individual who inappropriately used the PHI or made the disclosure,
 - iv. identify to whom the use or disclosure was made,
 - v. identify how the PHI was used or disclosed, and
 - vi. identify steps taken to discontinue and minimize the impact of any inappropriate use or disclosure.

Additionally, Business Associate agrees that, to the extent practicable, BA shall mitigate any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this Agency/Agent Agreement.

- F. **Agents and Subcontractors.** Business Associate shall ensure that any subcontractors or agents to whom BA provides PHI received from Delta Dental, or that is created or received by BA on behalf of Delta Dental, agree to the same restrictions and conditions applicable to BA as set forth herein with respect to PHI. BA agrees to enter into a written contract with such subcontractors or agents to ensure that such subcontractors or agents abide by the same restrictions and conditions that apply to BA with regard to PHI. BA shall provide a copy of such contract(s) to Delta Dental upon request.
- G. **Requests for Information or Access.** Business Associate shall notify Delta Dental in writing within five business days of any requests received by BA from individuals seeking access to or copies of PHI maintained by BA for or on behalf of Delta Dental and respond to such requests when and as directed by Delta Dental.
- H. **Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from Delta Dental, or created or received by BA on behalf of Delta Dental, available to the Secretary and to Delta Dental for purposes of determining Delta Dental's compliance with HIPAA, the Privacy Rule, and other applicable federal and/or state law. BA shall notify Delta Dental immediately of any such requests and provide Delta Dental with a copy of the request and any documents or information provided in response to such requests.
- I. **Requests to Amend.** Business Associate shall notify Delta Dental in writing within five business days of the receipt by Business Associate of any requests from individuals seeking to amend PHI maintained by BA for or on behalf of Delta Dental and respond to such requests when and as directed by Delta Dental. Additionally, when and as notified by Delta Dental, Business Associate shall incorporate any amendments, corrections, and/or other documents or information to PHI maintained by Business Associate and shall notify its contractors and subcontractors who receive PHI of any such amendments, corrections, and/or other documents or information.
- J. **Return of PHI Upon Termination.** At termination of the Agent Agreement, Business Associate shall return or destroy all PHI received from Delta Dental, or created by or received by Business Associate on behalf of Delta Dental, that BA maintains in any form such that BA shall retain no copies of such PHI. Upon request of Delta Dental, BA shall provide a written certification of the return and/or destruction of PHI. If the parties concur that the return or destruction of such PHI by BA is not feasible, then BA shall continue to extend the protections required hereunder to the PHI for as long as BA maintains the PHI. Further, BA shall limit any further use or disclosure of the PHI to those purposes that make its return or destruction infeasible. This provision shall survive the termination of this Agency/Agent Agreement.

- K. **Termination.** Delta Dental may terminate the Agency/Agent Agreement immediately upon written notice to BA without damages or liability to Delta Dental if Delta Dental determines that BA has violated a material term of Section 8. Notwithstanding the foregoing, Delta Dental, at its option and within its sole discretion, may (a) take steps to cure or cause BA to cure the breach, and (b) in the event of such a cure, elect to keep the Agency/Agent Agreement in force. If neither termination nor cure is feasible, Delta Dental shall report the violation to the Secretary.
- L. **Accountings.** Business Associate shall notify Delta Dental in writing within five business days of any requests received by Business Associate from individuals seeking an accounting of disclosures of PHI and respond to such requests when and as directed by Delta Dental. Additionally, when and as directed by Delta Dental, BA shall provide for an accounting of any and all disclosures of PHI made by or on behalf of BA during the six years prior to the date of the request. The accounting obligations of Delta Dental hereunder shall not apply to (a) disclosures made for purposes of treatment, payment, or health care operations (as defined in the Privacy Rule), (b) disclosures made to the individual who is requesting the accounting, (c) disclosures made prior to April 14, 2003, (d) disclosures made to law enforcement officers, correctional institutions, or for national security purposes, (e) disclosures incidental to a use or disclosure otherwise permitted or required as provided in 45 CFR 160.502, (f) pursuant to an authorization as provided in 45 CFR 160.508, or (g) as part of a limited data set in 45 CFR 164.508.

8.3 **Permissible Uses and Disclosures of PHI by Business Associate**

Subject to the foregoing provisions and in addition to the use and disclosure by Business Associate of PHI authorized elsewhere herein, BA may use and disclose PHI for the following additional purposes if applicable: (a) as necessary for data aggregation purposes relating to the health care operations of Delta Dental, but only as separately authorized by Delta Dental in writing, (b) for the proper internal management and administration of Business Associate, but only in connection with the direct performance by BA (through its employees) of services for Delta Dental to the Agency/Agent Agreement, and (c) to carry out the legal responsibilities of the Business Associate. For purposes of (b) and (c), Business Associate may use or disclose PHI to third parties only if the disclosure is required by law or BA obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.

8.4 **Electronic Transactions and Code Sets**

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

8.5 **Record Keeping**

Business Associate agrees to implement an appropriate record keeping process to enable it to comply with the HIPAA requirements applicable to it under this Agency/Agent Agreement and the Privacy Rule.

SECTION 9: MISCELLANEOUS

9.1 **Assignment**

Agency or Agent shall not in any way sell, assign, or pledge any interest, entitlement, payment, or duty arising under this Agency/Agent Agreement without the prior written consent of Delta Dental.

9.2 Entire Agreement

This Agency/Agent Agreement shall supersede all prior written and/or verbal agreements and representations and shall constitute the sole and entire agreement between Delta Dental and Agency or Agent. No change, alteration, or modification of the terms of this Agency/Agent Agreement may be made except by agreement in writing signed by an authorized representative of Delta Dental.

9.3 Arbitration

Delta Dental and Agency or Agent agree that any controversy arising out of or related to this Agreement, or to the alleged breach of this Agreement, shall be settled by arbitration in accordance with the commercial rules then pertaining of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

9.4 Law Governing Agreement

This Agency/Agent Agreement shall be governed under the laws of the State of Michigan.

9.5 Waiver

Failure by Delta Dental to insist upon compliance with any provision of this Agency/Agent Agreement at any time or under any set of circumstances shall not operate to waive or modify the provisions or in any manner render it unenforceable as to any other time or as to any other occurrence, whether the circumstances are or are not the same, and no waiver of any terms or conditions of this Agency/Agent Agreement shall be valid or of any force or effect unless contained in a written memorandum specifically expressing such waiver and signed by a person duly authorized by Delta Dental to sign such waiver.

9.6 Third-Party Beneficiaries

This Agency/Agent Agreement is not intended to create any third party beneficiaries or to confer any rights on any person other than Delta Dental and Agency or Agent.

9.7 Excuse of Non-Performance

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

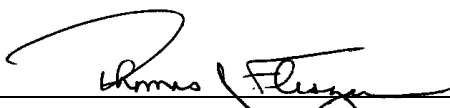
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as dated on page 1.

“AGENCY” or “AGENT”

By: _____
(Authorized signature)

Title: _____

DELTA DENTAL PLAN OF MICHIGAN, INC.

By:  _____
Thomas J. Fleszar, D.D.S., M.S.
Chief Executive Officer

Agency Contact Sheet

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

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

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

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



**ADDENDUM
TO**

The Agency/Agent Agreement entered into between Delta Dental Plan of Michigan, Inc. (Delta Dental) and _____ (Agency/Agent) on _____.

Delta Dental and the Agency/Agent do mutually agree as follows:

This Addendum shall apply to new business sold to members of the following groups with effective dates of April 1, 2009 through December 31, 2010:

- Macomb Chamber of Commerce
- Troy Chamber of Commerce
- Grosse Pointe Chamber of Commerce

and to members of the following groups with effective dates of September 1, 2009 through December 31, 2010:

- Chaldean-American Chamber of Commerce
- American Arab Chamber of Commerce
- Waterford Chamber of Commerce
- Sterling Heights Area Chamber of Commerce

and identified by Delta Dental as such (the "Clients"). Renewal business is not included.

With respect to the Clients, the current language in section 5.1 of Delta Dental's Agency/Agent Agreement shall remain in full force and effect.

In addition, effective for Clients with effective dates as set forth above, only, Section 5: Compensation, 5.1, with respect to the Clients only, shall also read:

Provided that Agency or Agent performs services related to such Client(s) in a manner satisfactory to Delta Dental, then Delta Dental will pay Agency/Agent additional Bonus Compensation, in addition to the commission provided for in the Agency/Agent Agreement, in the amount set forth in the following Schedule:

Chamber Product Bonus Compensation	
Group Size as of the Effective Date	Bonus Compensation
10 to 24 subscribers	\$150.00
25 or more subscribers	\$250.00

Payment of the Bonus Compensation shall be tendered to the Agency/Agent during the month following the Client effective date. No payment will be made if Agency/Agent has not signed and returned this Addendum to Delta Dental.

This Bonus Compensation program is only applicable to new business written for the Clients specified in this Addendum, and for the initial contract term only that falls within the effective dates stated in this Addendum. This Addendum does not apply to renewal business written within the effective dates or to subsequent renewal of business written pursuant to this Addendum. Upon expiration of this Addendum, the commission schedule as contained in the Agency/Agent Agreement will remain in full force and effect as long as the Agency/Agent remains the Agent of Record for the client.

In no event will Delta Dental pay Agency/Agent any Bonus Compensation for any time period occurring after any expiration or termination of this Addendum or the Agency/Agent Agreement. If a Client terminates its contract before the expiration date of the contract, or if the terms of the contract are renegotiated, Delta Dental reserves the right to seek repayment of a pro rata share of any Bonus Compensation amount paid for that Client, or to offset said amounts from future commission payments to Agency/Agent.

Delta Dental retains sole discretion and sole decision making authority regarding whether a client is included as a Client to which this Addendum applies.

Agency or Agent shall disclose in writing to the Client, in advance of the purchase of business, the nature of any compensation the Agency or Agent will or may receive or be eligible to receive from Delta Dental in connection with the placement or servicing of the Client's business, including Bonus Compensation payments, as well as the nature of any other material business relationship between the Agency or Agent and Delta Dental. This requirement is a condition to eligibility for receiving compensation under Delta Dental's agency/agent compensation program as described in Delta Dental's Agency/Agent Agreement. Delta Dental will report to Agent's or Agency's designated Clients, on the Schedule A Form 5500, all commissions and other incentive compensation paid to Agency or Agent for work performed on behalf of such Clients.

By signing this Addendum I warrant and represent that I have made full disclosure to the Clients of any and all compensation received from Delta Dental related to the Client's purchase of a Delta Dental benefit plan.


"AGENCY OFFICER/AGENT"

By: _____

Its: _____

"DELTA DENTAL"

Delta Dental Plan of Michigan, Inc.



Thomas J. Fleszar, D.D.S., M.S.

Its: Chief Executive Officer

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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

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

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

Purpose of Form

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

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

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

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,

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

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

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

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

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

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

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 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 to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

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 second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. 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.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.