



## Dental Health Services

### Oregon Producer Application

Please complete the application and the attached W-9 form and **return with a copy of your Oregon State Producer's license** to Dental Health Services dba Dental Health Services, Your Dental Plan.

Producer Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Company Name: \_\_\_\_\_  
(if applicable)

Street Address: \_\_\_\_\_  
(if applicable)

City, State & Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Tax ID #: \_\_\_\_\_  
(For Company Appointment, please write your employer identification number)  
(For Producer/Individual Appointment, please write your social security number)

Producer's License #: \_\_\_\_\_

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**FOR OFFICE USE ONLY**

Inside Producer #: \_\_\_\_\_ Enrollment Date: \_\_\_\_\_

Commission IDP: \_\_\_\_\_ Commission Group: \_\_\_\_\_

Override Producer Name: \_\_\_\_\_ Override Producer #: \_\_\_\_\_

Classification: \_\_\_\_\_ Assigned Agent #: \_\_\_\_\_

*\* Please note you must be licensed through the Department of Consumer and Business Services, the Insurance Division, before we can appoint you to sell our plans. If you are an out-of-state producer and have questions on how to become Oregon State licensed, you may call the OID in Salem, OR at 503-947-7981.*



## Dental Health Services

### **PRODUCER AGREEMENT**

This agreement is between \_\_\_\_\_ (hereinafter referred to as Producer) and Dental Health Services, dba Dental Health Services, Your Dental Plan (hereinafter referred to as Dental Health Services), a Washington Corporation.

#### **RECITALS**

- A. Dental Health Services is licensed with the Oregon Department of Consumer and Business Services as a Limited Health Care Service Contractor.
- B. Dental Health Services has developed, and continues to develop various dental plans for groups and individuals. Dental Health Services' group and individual clients receive care arranged by Dental Health Services through a specified network of participating dentists.
- C. Producer is licensed by the Oregon Department of Consumer and Business Services and must remain in good standing through the duration of this contract.
- D. Producer agrees to comply with all federal, state, and local laws and regulations and abide by Dental Health Services' rules and procedures at all times.

#### **AGREEMENT**

##### **1. TERMS**

- 1.1 Producer agrees to solicit individuals and groups for Dental Health Services' dental plans on a non-exclusive basis in accordance with the terms of this Agreement.
- 1.2 Dental plans are to be offered only in service areas covered by Dental Health Services. Dental Health Services shall specify rates for each dental plan. Dental Health Services retains the right to revise dental plans and the rates for the dental plans at any time.
- 1.3 Producer shall not have the authority to enter into dental contracts on behalf of Dental Health Services. Dental contracts procured by producers shall be prepared by Dental Health Services and shall be effective only upon written approval or acceptance by Dental Health Services. Producer's authority is limited to accepting applications for dental contracts.

- 1.4 Producer shall diligently solicit membership in the Dental Health Services' individual and/or group plans at the rates established by Dental Health Services. Producer understands and agrees that he/she is not authorized to make any oral or written change in any form, application or evidence of coverage furnished by Dental Health Services, or in rates quoted by Dental Health Services.
- 1.5 Producer agrees to indemnify and hold Dental Health Services harmless from and against claims, damages, costs, expenses, including but not limited to attorney's fees and litigation expenses, made or against or incurred by Dental Health Services by reason of negligent or willful acts or omissions of Producer or its employees or contractors, regarding the duties and obligations of Producer under this Agreement.
- 1.6 All marketing materials including but not limited to applications, remain property of Dental Health Services at all times. Upon Dental Health Services' request, Producer agrees to promptly return any marketing materials provided to Producer.
- 1.7 Producer shall not use Dental Health Services' name, website address, trademarks, service marks or copyrighted materials in any advertising without prior consent from the Dental Health Services.

## **2. RELATIONSHIP**

- 2.1 Producer is an independent contractor and is not an employee of or producer of Dental Health Services.

## **3. TERMS AND CONDITIONS**

- 3.1 The term of this Agreement between Dental Health Services and Producer shall continue until either party delivers a minimum of 60 days advance notice of termination of this agreement. Termination of the Agreement shall not affect dental contracts made hereunder prior to notice of termination. Either party may terminate the Agreement in the event of material breach of the Agreement by the other party, or for cause, by giving notice to the other party. Termination in such event shall be effective immediately upon notice. Cause shall include but is not limited to:
  - Termination of the other party's business;
  - Bankruptcy, receivership or insolvency of the other party;
  - Revocation, suspension, or termination of any required license held by the other party, or failure of the other party to comply with applicable Oregon or federal laws.
- 3.2 Termination shall be without prejudice to any cause of action to which a party may become entitled. Termination shall not affect any provision of this Agreement which by its terms would survive such termination.

- 3.3 Upon termination, each party shall promptly pay any money owed to the other, and Producer will promptly return to Dental Health Services all plan forms, property, records or other materials furnished by Dental Health Services.

#### **4. COMMISSIONS**

- 4.1 Producer shall be entitled to compensation hereunder only in accordance with the schedule attached as Exhibit A, and the same may be revised by the parties from time to time. Upon compensation revisions, Dental Health Services will notify Producer thirty (30) days in advance of the change.
- 4.2 In the event of Producer's death, Dental Health Services will pay his/her estate any commissions due and owing at the time of death, less any debt owed to Dental Health Services. No commission will be paid on premium received by the Dental Health Services after Producer's death unless business is properly transferred in a sale of Producer's business to another licensed producer.
- 4.3 Producer shall notify Dental Health Services of any change in address in advance. Failure to notify Dental Health Services of an address change, making Dental Health Services unable to locate Producer within 90 days, will result in this agreement being terminated. Commissions are terminated simultaneously once the Agreement is terminated.

#### **5. LIABILITY INSURANCE**

- 5.1 Each party shall be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such party, in the performance or omission of any act or responsibility of such party under this agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, each party shall have the right to take any and all actions it believes necessary to protect its interests.
- 5.2 Producer agrees to obtain and maintain liability insurance coverage during the duration of this contract. Liability insurance coverage is at the sole expense of Producer. Producer may use his/her sole discretion upon which insurance carrier to obtain coverage from, as long as it is a licensed insurance company within the state to which Producer conducts his/her primary business. This coverage shall include protection against any errors of omissions on the part Producer and his/her employees. Producer will be named as the policy holder. Producer will provide proof of this insurance at the time of appointment with the Oregon Department of Consumer and Business Services and also upon renewal or change of such coverage.

6. **MISCELLANEOUS**

- 6.1 **Amendment.** This Agreement may be modified or amended only by written document executed by both parties, provided, however, this Agreement shall be deemed automatically amended, without necessity of such written document, to the extent required by the Oregon Department of Consumer and Business Services.
- 6.2 **Oregon Contract.** This Agreement shall be interpreted, governed and construed according to the laws of the State of Oregon.
- 6.3 **Entire Agreement.** This Agreement, and any attached Addenda reflects the entire agreement of the parties as to the subject matter hereof. Promises or representations not embodied in these documents shall have no force or effect.
- 6.4 **Attorney's Fees.** In the event of arbitration or litigation between the parties arising from any breach of this Agreement, the prevailing party shall be reimbursed for all reasonable expenses incurred in resolving such dispute, including reasonable attorneys' fees exclusive of such amount of attorneys' fees as shall be premium for result or for risk of loss under a contingency fee arrangement.
- 6.5 **Arbitration.** Claims by Producer relating to this Agreement shall first be submitted to Dental Health Services for resolution and shall be directed to Dental Health Services' Executive Vice President at 205 SE Spokane St., Suite 376, Portland, OR 97202 (503-281-1771). If a resolution cannot be reached, both Dental Health Services and Producer may agree in writing to submit to arbitration, in conformity with the provisions set forth in ORS Chapter 36.
- 6.6 **Notices.** Any notice, demand, request, consent, approval or communication that either party desires, or is required to give to the other party or any other person, shall be in writing and either served personally or sent by registered or certified United States mail, or by courier mail (i.e., Federal Express, United Parcel Service, etc.). Any notice, demand, request, consent, approval or communication that either party desires, or is required to give to the address appearing on the signature page of this agreement. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within three (3) business days from the time of deposit in the United States mail if mailed as provided in this section, or upon delivery, if delivered personally or by courier mail.
- 6.7 Notwithstanding the provisions of Paragraph 6.6, the parties specifically authorize the use of, reliance upon, and introduction into evidence of documents and signatures transmitted electronically through any facsimile device, which generates a proof of valid transmission. The party transmitting any such original document or signature agrees to maintain the original and will, upon request, provide the original document and proof of transmission to any other party.

6.8 As used herein, the singular shall include the plural and vice versa, and the masculine, feminine and neuter shall each include the other, as the context may require.

IN WITNESS WHEREOF, the parties have executed this Agreement by Producer and accepted by Dental Health Services as of \_\_\_\_\_, \_\_\_\_\_.  
(date)

Insurance Producer or Agency (Signature) \_\_\_\_\_

(Printed name) \_\_\_\_\_

Dental Health Services (Signature)  \_\_\_\_\_

205 SE Spokane St., Suite 376  
Portland, OR 97202

(Printed name) *Josh Nace, Executive Vice President* \_\_\_\_\_

## EXHIBIT A



## Dental Health Services

dba

**Dental Health Services, Your Dental Plan**

205 SE Spokane Street, Suite 334

Portland, Oregon 97202-6413

Producer will receive the following commission compensation from Dental Health Services for plans sold by Producer:

10% level and continuing commission is paid on the following individual and group products:

**SmartSmile – Individual and Family Plan**

**Super SmartSmile – Individual and Family Plan**

**SmartSmile Plus – Individual and Family Plan**

**SuperChoice – Group (2 or more) Employer Voluntary/Sponsored Plan**

**SuperChoice Plus – Group (2 or more) Employer Voluntary/Sponsored Plan**

**SuperChoice Enhanced – Group (2 or more) Employer Voluntary/Sponsored Plan**

Any Producer Commission levels differing from the above percentages may be negotiated on a case by case basis. Such change must, however, be negotiated prior to the effective date of the Group.

Payment of these services is subject to the conditions as outlined in the Producer Commission Agreement. Commissions shall be equal to the applicable percentage of the premium collected.

This Schedule is subject to change from time to time without notice, but no such change shall affect compensation on contracts issued prior to the effective date of such change, except by mutual agreement.



## Dental Health Services

### **Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement**

This HIPAA Business Associate Agreement is made between Dental Health Services of America, a California Corporation (Dental Health Services), on behalf of its affiliate companies, including Dental Health Services Inc. and Dental Health Services dba Dental Health Services, Your Dental Plan, and (BUSINESS ASSOCIATE) \_\_\_\_\_ and is effective as of (DATE) \_\_\_\_\_.

#### RECITALS:

- A. Dental Health Services has engaged you, as a Business Associate, to provide certain services on behalf of Dental Health Services.
- B. Your performance of the Service Agreement involves the use or disclosure of information, some of which may constitute Protected Health Information (PHI) defined below.
- C. As a Business Associate of Dental Health Services, you agree to protect the privacy and provide for the security of PHI disclosed to you in compliance with the Privacy Rule, Security Rule, EDI Rule (as such rules may be amended) as well as the, Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health and Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”) and the American Recovery and Reinvestment Act of 2009 and the rules promulgated thereunder, as may be amended from time to time (collectively, “ARRA”) applicable to Business Associates as a “business associate” within the meaning of 45 CFR Section 160.103.
- D. As part of the HIPAA Regulations, the Privacy Rule (defined below) requires Dental Health Services, as a Covered Entity to have contractual arrangements with Business Associates of Dental Health Services, containing specific requirements prior to the disclosure of PHI as outlined in, but not limited to, Title 45, Sections 164.314 (a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“CFR”) and those contained in this Agreement.
- E. To the extent that the Business Associate is to carry out a Covered Entity’s obligation under the Privacy Rule, Business Associates are to comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation, as required under the HIPAA Omnibus Final Rule Summary.



AGREEMENT:

1. Definitions.

Catch-all Definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

Specific Definitions:

- a. “Business Associate” is a person or organization that performs a function or activity on behalf of a covered entity, but is not part of the covered entity’s workforce. A business associate can also be a covered entity in its own right. See, 45 CFR Section 160.103).
- b. “Covered Entity” Under HIPAA, this is a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a HIPAA transaction. See 45 CFR Section 160.103.
- c. “Privacy Rule” the standards for Privacy of Individually Identifiable Health Information (45CFR Section 160 and 164).
- d. “Protected Health Information” or “PHI” any information whether oral or recorded, in any form or medium, created or received by a Business Associate from or on behalf of Dental Health Services: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual (ii) the past, present or future payment for the provision of health care to an individual. If this information identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. Protected Health Information includes Electronic Protected Health Information. See 45 CFR Section 164.501 & 160.103.
- e. “Security Rule” shall mean the HIPPA Regulation that is codified at CFR Section 160 and 164, Subparts A and C.

*Terms used, but not otherwise defined in this Agreement, shall have the same meaning as those terms contained in the Privacy Rule.*

2. Obligations of Business Associate.

- a. Permitted Uses and Disclosures of PHI. You agree to not use or further disclose PHI other than as permitted or required by the Service Agreement or as Required by Law. Except as otherwise limited in this Agreement, you may only use or disclose PHI to perform functions, activities or services for, or on behalf of, Dental Health Services as specified in the Service Agreement, and for any proper management and administration, or to carry out its legal responsibilities, provided that such uses or disclosure would not violate the Privacy Rule or the HITECH Act if performed by Dental Health Services. You may further use PHI to report violations of law appropriate to Federal and State authorities, consistent with 45CFR Section 164.502(j) and (i). However, you may disclose protected information for the proper management and administration, to carry out legal responsibilities, as required by law, or for data aggregation purposes for health care operations. If you disclose PHI to a third party, you must first obtain reasonable written assurance from the third party that provided protected information will be held confidential pursuant to this agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party and a written agreement from such third party is in place which requires immediate notification to you, the Business Associate, of any breaches of confidentiality of the Protected Information, to the extent it has gained knowledge of such breach. See 42 U.S.C. Section 17932; 45 CFR Sections 164.504 (e) 2(i), 164.504 (e) 2(i)(b), 164.504 (e) 2(ii) (A), 164.504 (e) 4(ii).
- b. Appropriate Safeguards. You will use and implement appropriate, necessary safeguards to prevent the use or disclosure of PHI as required by this Agreement. You will appoint a security official, develop written HIPAA policies and procedures and train your workforce on HIPAA and how to protect PHI.
- c. Associate's Agents, Subcontractors or employees. You will ensure any agents, Subcontractors or employees, to whom you provide PHI will agree in writing to the same conditions and restrictions that apply to you through this Agreement with respect to such PHI.
- c. Minimum Necessary. You and your agents or subcontractors shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.
- d. Notification of Breach or improper Use or Disclosure. During the term of this Agreement, You shall notify Dental Health Services promptly upon discovery of any "breach" or potential "breach" of any unsecured protected health information, as such terms are defined by ARRA (and of breach or potential breach of personal information, including any such breach by or caused by you or your Agents, Subcontractors or employees) within five (5) days of becoming aware of such breach, improper use or disclosure. Such notice shall include the information required to be provided by you to Dental Health Services under ARRA and other applicable law, and such other information reasonably requested by the Dental Health Services with respect to the breach. You shall not: 1) Contact plan participant, spouse, dependent or beneficiary of the plan participant in regards to the breach. 2) Report any breach

of information to any media outlet or otherwise notify the public of any such breach without the written consent of Dental Health Services. Dental Health Services will work with you and/or your associate agents to notify individuals whenever there is a reasonable belief or actual knowledge of a breach of the privacy of an individual's PHI. Any breach which occurs involving more than 500 individuals is required to be reported to Health and Human Services "HHS". Any breach involving 500 or fewer individuals must be maintained in a log format, and submitted annually. A breach affecting more than 500 individuals living in the same geographic area must be reported to the local media.

- e. Access to Protected Information. You will make PHI that you, your agents or subcontractors maintain in Designated Record Sets available to Dental Health Services or as directed by Dental Health Services for inspection and copying within ten (10) days of a request by Dental Health Services in order to meet the requirements under the Privacy Rule, including, but not limited to, 45 CFR Section 164.524, which provides for an Individual's right of access to his/her PHI.
- f. Amendment of PHI. Within ten (10) days of receipt of a request from Dental Health Services for an amendment of PHI or a record about an Individual contained in a Designated Record Set, you or your agents or subcontractors will make such PHI available to Dental Health Services for amendment and incorporate any such amendment to enable Dental Health Services to fulfill its obligations under the Privacy Rule, or Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 or the HITECH Act from the American Recovery and Reinvestment Act of 2009 and its associated regulations.
- g. Accounting Rights. Within ten (10) days of notice by Dental Health Services of a request for an accounting of disclosures of PHI, you and your agents or subcontractors provide an accounting of disclosures to enable Dental Health Services to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528. You agree to implement a process that allows for an accounting to be collected and maintained by you and your agents or subcontractors for at least six (6) years prior to the request. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.
- h. Governmental Access to Records. You will make internal practices, including policies and procedures, books and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining Dental Health Services' compliance with the Privacy Rule and concurrently provide Dental Health Services a copy of any PHI that you provide to the Secretary.

- i. Minimum Necessary. You and your agents or subcontractors shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.
- j. Retention of PHI. Notwithstanding Section 4(c) of this Agreement, Business Associate and its subcontractors or agents shall retain the information required under Section 2(h) of this Agreement for a period of six (6) years.

3. Obligations of Dental Health Services

- a. Changes in Privacy Notice. Dental Health Services will notify you of any limitation in its privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitations may affect use or disclosure of PHI.
- b. Changes in Permission. Dental Health Services will notify you of any changes in, or revocation of, permission by Individual to use or disclose PHI to the extent that such changes may affect your use and disclosure of PHI.
- c. Agreed Upon Changes. Dental Health Services will notify you of any restriction to the use or disclosure of PHI that Dental Health Services has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect your use or disclosure of PHI.
- d. Permissible Requests. Dental Health Services will not request you to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if performed by Dental Health Services except as permitted in paragraph 2a.

4. Term and Termination

- a. Term. This Agreement is effective as of (DATE) \_\_\_\_\_ and shall terminate when all of the PHI provided by Dental Health Services to you, or created or received by you on behalf of Dental Health Services, is destroyed or returned to Dental Health Services, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with the termination provisions in this Section.
- b. Termination for Cause. Upon Dental Health Services' knowledge of a material breach by you, Dental Health Services shall either (i) provide an opportunity for Associate to cure the breach or end the violation and terminate this Agreement and the Service Agreement if you do not cure the breach or end the violation within the time specified by Dental Health Services; or (ii) immediately terminate this Agreement and the Service Agreement if you have breached a material term of this Agreement and cure is not possible.

- c. Effect of Termination. Upon termination of this Agreement for any reason, you will return or destroy all PHI that you or your agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If the parties jointly determine that return or destruction is not feasible, you will continue to extend the protections of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. Your respective rights and obligations under this paragraph (4c) shall survive termination of this Agreement.
5. Amendment. Dental Services and Business Associate (Parties) acknowledge that state and federal laws relating to data security and privacy are evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as necessary to implement the standards and requirements of HIPAA, the Privacy Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Dental Health Services must receive satisfactory written assurance from Business Associates that adequately safeguard all PHI. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. Dental Health Services may terminate this Agreement upon thirty (30) days written notice in the event (i) you do not promptly enter into negotiations to amend this Agreement when requested by Dental Health Services pursuant to this Section or (ii) you do not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that Dental Health Services in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rules.
6. Assistance in Litigation or Administrative Proceedings. You shall make yourself, and any subcontractors, employees or agents assisting you in the performance of your obligations under this Agreement, available to Dental Health Services, at no cost to Dental Health Services, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Dental Health Services, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule, Security Rule, EDI Rule, ARRA and/or other laws relating to security and privacy, except where you or your subcontractor, employee or agent is a named adverse party.
7. Hold Harmless. You shall hold harmless Dental Health Services, agents and/or subcontractors from and against any claims, losses, liabilities, costs and other expenses incurred as a result of or in connection either directly or indirectly with any disclosure of Protected Health Information and/or Personal Information in violation of this Agreement, any breach of unsecured Protected Health Information and/or breach of Personal Information, and or any other violation of the Privacy Rule, Security Rule, EDI Rule, ARRA

and/or any other applicable law, by or caused by Business Associate or any Contractor, employee, agent, or under the Business Associate's control .

8. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer upon any person or entity other than Dental Health Services, yourself and your respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
  
9. Interpretation. The provisions of this Agreement shall prevail over any provisions in the Service Agreement that may conflict or appear inconsistent with any provision in this Agreement. This Agreement (and any Addendum) shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule.
  
10. Miscellaneous
  - a. This Agreement and the Service Agreement, as well as the documents referred to in this Agreement constitute the entire Agreement between the parties with regard to the subject matter hereof and thereof. There are no agreements, representations, or warranties between or among the parties other than those set forth in the Agreement, the Service Agreement, or the documents referred to in this Agreement.
  - b. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns or pronouns shall include the plural and vice versa.
  - c. Time is of the essence in respect to all provisions of this Agreement in which definite time for performance is specified.
  - d. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as maybe reasonably required or appropriate to carryout the intent and purposes of the Agreement.
  - e. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between the parties of at least on set of counterparts.
  - f. If either party to this Agreement shall bring any action, suit arbitration, or mediation for any relief against the other, declaratory or otherwise, to enforce the terms hereof or to declare rights hereunder (collectively, an action), the losing party shall pay to the prevailing party a reasonable sum for attorney's fees and judgment, order, ruling

or award and shall be paid whether or not such Action is prosecuted to a decision. The court or arbitrator may fix the amount of reasonable attorneys' fees and costs on the request of either party. "Prevailing party" within the meaning of this paragraph includes, without limitation, a party who agrees to dismiss an Action on the other party's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought by it.

- g. The waiver of any provision of this Agreement by either party, or the failure of either party to claim a breach of any provision this agreement, shall not be, or be held to be, a waiver of any subsequent breach, or affecting in any way the effectiveness of such provision.
- h. This Agreement shall be interpreted, governed and construed according to the internal laws of the State of California.
- i. Any notice, demand, request, consent, approval or communication that either party desires, or is required to give to the other party or any other person, shall be in writing and either served personally or sent by registered or certified United States mail, or by courier mail. Any notice, demand, request, consent, approval or communication that either party desires, or is required to give, shall be to the address appearing on the signature page of this agreement. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within three business days from the time of deposit in the United States mail or upon delivery, if delivered personally or by courier mail.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

DENTAL HEALTH SERVICES, INC.

COMPANY

By: 

By: \_\_\_\_\_

Title: Privacy Officer

Title: \_\_\_\_\_

Dental Health Services  
3833 Atlantic Ave  
Long Beach, California 90807-3505

Company \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

