

# PRODUCER AGREEMENT

This PRODUCER AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between DELTA DENTAL OF ARIZONA, INC. (“Delta Dental”) and \_\_\_\_\_ (“Producer”).

## 1. **Appointment**

Delta Dental hereby appoints Producer as its non-exclusive Producer to represent Delta Dental to groups within the State of Arizona for the purposes of; (a) sale of Delta Dental’s group dental benefit contracts, and (b) provision of support services incidental to those contracts, all in accordance with the laws of the State of Arizona, and the rates and underwriting rules of Delta Dental. This appointment shall be for term continuing until this Agreement is terminated as provided in Section 6 following.

## 2. **Compensation**

### 2.1 **Basis for Calculation**

In consideration for Producer’s services to be rendered hereunder, Delta Dental agrees to pay Producer commissions based upon the case actually collected by Delta Dental under group dental benefit contracts sold by Producer for Delta Dental in accordance with Delta Dental’s rates and underwriting rules applicable such groups. Commissions shall be calculated as follows:

#### a. **Voluntary Contracts**

For group dental benefit contracts where the employee pays the entire amount of the premium and the employer makes no contribution to the premium, the percentage of paid premiums on the contract set forth opposite “Voluntary Contract” on Schedule A hereto which by this reference is incorporated herein.

#### b. **Employer Risk Contracts**

For group dental benefit risk contracts under which all or some portion of the cost is paid by the employer, the percentage of paid premiums on the contract set forth under “Employer Risk Contracts” on Schedule A.

#### c. **ASO Contracts – Standard**

For group dental benefit contracts sold on a non-risk, administrative service only arrangement, the percentage of monthly amounts collected by Delta Dental from the group for administrative service fees and for claim payments under the contract set forth under “ASO Contracts - Standard” on Schedule A.

#### d. **ASO Contracts – Level**

Group dental benefit contracts sold on a non-risk, administrative services only arrangement, as to which express agreement between Delta Dental and Producer is entered into at the time the contract is sold, the dollar amount per month per employee and the dollar amount per month per family set forth in a separate “ASO Contracts – Level” addendum to the Agreement to be signed by Delta Dental and Producer at the time the contract is sold.

**2.2 Changes in Group Size or Annualized Premium**

If during a group's contract year, a change in the number of employees or the annualized premium occurs which would affect the commissions payable under Section 2.1, the commissions will be adjusted beginning the month following the change, but only if the number of employees or the annualized premium has changed by more than ten percent (10%) from the beginning of the group's contract year. In all other cases, the commission will continue to be calculated based upon the number of employees and the annualized premium existing at the beginning of the group's contract year. In the case of ASO contracts, "annualized premiums" shall mean the annualized estimated administrative service fees and projected annual claims payments.

**2.3 Time of Payment; Adjustments**

Commissions due Producer hereunder shall be payable on the fifth working day of the month following the month in which Delta Dental shall have collected cash under group dental benefit contracts to which the commission relates. Should Delta Dental make any rate adjustment(s) for any prior period, then a corresponding retroactive adjustment shall be made in the Commissions due Producer for that period. Any adjustment(s) relating to prior periods may be effectuated in payment of the compensation for the period during which the adjustment(s) was/were agreed upon.

**2.4 Conditions of Payment**

The Commissions as specified above with respect to each group dental benefits contract shall be paid to Consultant only if at all times Consultant; (a) continues to be designated by Delta Dental under this Agreement as the Consultant with respect to such group, (b) continues to perform support services relating to such group in a manner reasonably satisfactory to Delta Dental, and (c) such group dental benefit contract remains in effect.

**2.5 Changes in Producer of Record**

Producer acknowledges that, in the event the holder of any group dental benefit contract sold by Producer provides written notice to Delta Dental that Producer is no longer the Producer of Record for the group contract holder, Producer shall continue to receive commissions as to cash collections received by Delta Dental under such group dental benefits contract for the month in which Delta Dental received the writing notice from the contract holder, but shall receive no commissions for any subsequent months which shall instead be paid by Delta Dental to the group contract holder's new Producer of Record.

**2.6 Change of Fee Schedule**

Delta Dental reserves the right at any time, on thirty (30) days prior written notice to Producer, to modify the Commission Schedules for sales of its products as set forth on Schedule A hereto. In the event of such notice, commissions shall be paid pursuant to the previously existing Schedule for all cash received by Delta Dental through the

end of the month following the month in which the written notice is given, and the new Commission Schedule shall apply to all cash collected by Delta Dental under group dental benefit contracts thereafter.

**2.7 Indebtedness**

If Producer is or becomes indebted to Delta Dental for any amount whatsoever, Producer hereby grants Delta Dental a security interest in any commissions then or thereafter becoming due to Producer and hereby expressly authorized Delta Dental to apply any such commissions in satisfaction of such indebtedness.

**3. Producer's Obligations**

**a. Best Efforts**

Use his/her best efforts to sell and promote Delta Dental's group dental contracts in accordance with the laws of the State of Arizona, and the rates and underwriting rules of Delta Dental;

**b. Support Services**

Provide all support services required by the group contract holder sold by Producer, including but not limited to employee orientation, enrollment, and ongoing customer support;

**c. Rules**

Adhere to and abide by Delta Dental rate structure and underwriting rules, and all laws and regulations governing the sale of insurance contracts;

**d. Licenses**

Obtain and maintain all licenses required with the Arizona Department of Insurance, and provide a copy of current licenses to Delta Dental upon receipt;

**e. Fee Splitting**

Communicate to Delta Dental in writing in each case in which two or more Producers are involved, the written agreement of all Producers as to the sharing of commissions with respect to a particular group dental benefit contract; and

**f. Insurance**

Carry Errors and Omissions Insurance with a reputable insurer having a current rating of A or higher and a size of X or higher as determined by A. M. Best with limits of no less than \$500,000; and provide a certificate of such insurance to Delta Dental upon the inception of each annual policy.

**4. Producer Restrictions**

**4.1 No Authority to Bind**

Producer shall have no authority to bind Delta Dental to coverage either verbally or in writing, nor to alter, amend, change, delete or add to any provision of any contract of coverage, unless expressly so authorized in writing by Delta Dental's President in advance and applicable only to the specific case or instance in such written authorization.

#### **4.2 Receipt of Funds**

Producer is not authorized to receive any monies due to Delta Dental without written authorization to do so, signed by the President of Delta Dental. In the event any funds belonging or due to Delta Dental are received by Producer, they shall be remitted in full to Delta Dental within three (3) working days after receipt. Any funds not remitted as herein provided, shall bear interest at the rate of twelve percent (12%) per annum, which shall be payable upon demand by Delta Dental.

#### **4.3 Inconsistent Conduct**

Producer covenants to take no actions inconsistent with Section 4.

### **5. Delta Dental Obligations**

During the term of this Agreement, Delta Dental shall:

#### **a. Rate Information**

Provide Producer with current information concerning its rates and underwriting rules;

#### **b. Materials**

Provide to Producer, upon request, promotional materials relating to group dental benefit contracts;

#### **c. Certificate of Authority**

Maintain in full force and effect its certificate of authority as a dental service corporation with the Arizona Department of Insurance; and

#### **d. Splitting Commissions**

With respect to any particular group dental benefit contract, split Producer's commissions with any other Producer only pursuant to a written agreement signed by Producer and delivered to Delta Dental.

### **6. Termination**

#### **6.1 Procedure for Termination**

Either Delta Dental or Producer may terminate this Agreement without cause by providing thirty (30) days advance written notice to the other party. In the event either party commits a material breach of any of its obligations hereunder, the other party may terminate this Agreement by giving ten (10) days prior written notice to the other party setting forth in detail the breach giving rise to termination.

#### **6.2 Affect of Termination**

Should this Agreement terminate, then:

#### **a. Activities Cease**

Beginning upon the effective date of the termination, Producer shall have no further authority to represent Delta Dental and shall immediately cease and desist from any sales, marketing or other efforts pursuant to this Agreement except those reasonably required to effectuate the termination hereunder;

#### **b. Accrued Compensation**

Producer shall be entitled to receive compensation due and payable on or prior to the effective date of termination; and

**c. Future Compensation**

Producer shall be entitled to no compensation for any periods on or after the effective date or the termination; provided, however, that if any groups existing at the date of termination continue with Delta Dental, Producer shall continue to receive commissions on those groups subject to all the other terms of this Agreement including, but not limited to, Producer's performance of his obligations under Section 3 as to those groups.

**7. Representations and Warranties**

**7.1 Of Producer**

Producer represents and warrants to Delta Dental as follows:

**a. Licenses**

Producer holds all licenses required by the Arizona Department of Insurance in order to perform services hereunder;

**b. Insurance**

Producer presently has in effect Errors and Omissions Insurance with a reputable insurer with a current rating of A or higher and a size rating of X or larger by A.M. Best with limits not less than \$500,000; and

**c. Binding Agreement**

The person signing this Agreement on behalf of Producer has been duly authorized to do so and this Agreement constitutes the valid and legally binding obligation of Producer, enforceable against Producer in accordance with its terms.

**7.2 Of Delta Dental**

Delta Dental represents and warrants to Producer as follows:

**a. Licenses**

It holds a Certificate of Authority from the Arizona Department of Insurance to engage in business as a dental service corporation; and

**b. Binding Agreement**

The person signing this Agreement on behalf of Delta Dental has been duly authorized to do so, and this Agreement constitutes the valid and legally binding obligation of Delta Dental, enforceable against Delta Dental in accordance with its terms.

**8. Miscellaneous**

**8.1 Indemnification**

The parties hereto agree that each shall indemnify, defend, and hold harmless the other against and in respect of any and all claims, demands, losses, costs, expenses,

obligations, liabilities, damages, recoveries, and deficiencies, including, without limitation, interest, penalties, and reasonable attorneys' fees that the other party shall incur or suffer, which arise, result from, or relate to any breach of, or failure by, any party to perform any representation, warranty, or agreement in this Agreement.

## **8.2 Entire Agreement**

This Agreement is intended by the parties as a final expression of their agreement, and a complete and exclusive statement of its terms. No prior course of dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this agreement other than those specifically set forth herein. This agreement can only be modified in writing signed by all of the parties or their duly authorized Producers.

## **8.3 Waivers; Extensions**

No waiver of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. No failure or delay of any party in the exercise of any right given to such party hereunder shall constitute a waiver thereof unless the time specified therein for exercise of such right has expired. Nor shall any single or partial exercise of any right preclude other or further exercise thereof or of any other right.

## **8.4 Construction**

This agreement shall be construed according to its fair meaning and neither for nor against any party hereto.

## **8.5 Governing Law**

This agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Arizona.

## **8.6 Attorneys' Fees**

Should legal action be instituted hereunder, the prevailing party in such action shall be entitled to recover from the other party's reasonable attorneys' fees and costs.

## **8.7 Notices**

Any notice or communication given under the terms of this agreement ("Notice") shall be in writing and shall be delivered in person or mailed by certified mail, return receipt requested, in the United States mail, postage prepaid, to the addresses set forth opposite the party's signature hereto, or at such other address as a party may from time to time designate by Notice hereunder. Notice shall be effective upon delivery in person, or if mailed, at midnight on the third business day after the date of mailing.

## **8.8 Pronouns**

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the parties may require.

**8.9 Assignment**

Producer shall not assign this agreement or any rights hereunder to any other person(s) without Delta Dental's prior written consent, which Delta Dental may grant or withhold in its sole and absolute discretion. Any purported assignment in violation of the foregoing restriction shall be null and void.

**8.10 Relationship**

The relationship between Producer and Delta Dental is that of independent contracting parties. The parties do not intend to create, and nothing herein shall be construed to create any other legal relationship, including but not limited to employer/employee, partnership, joint venture or general agency.

IN WITNESS WHEREOF, the parties have executed this Producer Agreement as of the date first herein before written.

DELTA DENTAL OF ARIZONA, INC.

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

**BUSINESS NAME**

**BUSINESS ADDRESS**

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

**PRODUCER**

**BUSINESS PHONE**

**TITLE**

**SUBMITTED VIA WEBSITE**

Producer is (check one):

- \_\_\_\_\_ Sole Proprietor
- \_\_\_\_\_ Corporation
- \_\_\_\_\_ Partnership
- \_\_\_\_\_ Limited Liability Company

\_\_\_\_\_  
Arizona Department of Insurance License Number

\_\_\_\_\_  
Tax I.D. Number of Business Entity

\_\_\_\_\_  
Social Security Number of Sole Proprietor

## **SCHEDULE A**

### **VOLUNTARY CONTRACTS**

Eight percent (8%) of premiums received by Delta Dental in the first group contract year and five percent (5%) of premiums received by Delta Dental in the subsequent group contract years.

### **EMPLOYER RISK CONTRACTS**

Groups with 5-49 employees; ten percent (10%) of all premiums received by Delta Dental on the contract.

Groups with 50-200 employees, which are pool rated; eight percent (8%) of all premiums received by Delta Dental on the contract.

Groups with 100 – 499 employees, which are experience rated; five percent (5%) level (or a downgraded schedule) based on annualized premium for the group contract year. The following percentages apply for the downgrade commission schedule:

<b>Annualized Premiums</b>	<b>Commission Percentage</b>
Up to \$1,000	8.13%
\$1,001 to \$5,000	5.88%
\$5,001 to \$10,000	3.56%
\$10,001 to \$20,000	3.25%
\$20,001 to \$30,000	2.94%
\$30,001 to \$50,000	2.31%
\$50,001 to \$250,000	1.44%
\$250,001 to \$500,000	0.73%
Over \$500,000	0.35%

Groups with 500 or more employees; five percent (5%) (or a downgraded schedule) based on annualized premium for the group's contract year. The following percentages apply for the downgrade commission schedule:

<b>Premium Dollars</b>	<b>Commission Percentage</b>
Up to \$1,000	6.500%
\$1,001 to \$5,000	4.700%
\$5,001 to \$10,000	2.850%
\$10,001 to \$20,000	2.600%
\$20,001 to \$30,000	2.350%
\$30,001 to \$50,000	1.850%
\$50,001 to \$250,000	1.150%
\$250,001 to \$500,000	0.550%
\$500,001 to \$2,500,000	0.275%
Over \$2,500,00	0.100%

**VISION RISK CONTRACTS**

Ten percent (10%) of all premiums received by Delta Dental on the contract.

**INDIVIDUAL CONTRACTS**

Five percent (5%) of all premiums received by Delta Dental on the contract.

**ASO CONTRACTS - STANDARD**

Groups with 300 – 499 employees, which are experience rated; five percent (5%) level (or a downgraded schedule) based on annualized premium for the group contract year. The following percentages apply for the downgrade commission schedule:

<b>Annualized Premiums</b>	<b>Commission Percentage</b>
Up to \$1,000	8.13%
\$1,001 to \$5,000	5.88%
\$5,001 to \$10,000	3.56%
\$10,001 to \$20,000	3.25%
\$20,001 to \$30,000	2.94%
\$30,001 to \$50,000	2.31%
\$50,001 to \$250,000	1.44%
\$250,001 to \$500,000	0.73%
Over \$500,000	0.35%

Groups with 500 or more employees; five percent (5%) (or a downgraded schedule) based on annualized premium for the group’s contract year. The following percentages apply for the downgrade commission schedule:

<b>Premium Dollars</b>	<b>Commission Percentage</b>
Up to \$1,000	6.500%
\$1,001 to \$5,000	4.700%
\$5,001 to \$10,000	2.850%
\$10,001 to \$20,000	2.600%
\$20,001 to \$30,000	2.350%
\$30,001 to \$50,000	1.850%
\$50,001 to \$250,000	1.150%
\$250,001 to \$500,000	0.550%
\$500,001 to \$2,500,000	0.275%
Over \$2,500,00	0.100%

# BUSINESS ASSOCIATE AGREEMENT

**THIS AGREEMENT** (“Agreement”), entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, is by and between \_\_\_\_\_ (“Business Associate”) and Delta Dental of Arizona (“DDAZ”).

The statements and intentions of the parties, to this Agreement, are as follows:

The U.S. Department of Health and Human Services (“HHS”), pursuant to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. 160-64) (“HIPAA”), governs the privacy of individually identifiable health information (“HIPAA Privacy and Security Provisions”); obtained, created or maintained by certain entities; and The HIPAA Privacy and Security Provisions require Covered Entities to enter into this Agreement with Business Associate in order to protect the privacy of individually identifiable health information maintained by DDAZ (“Protected Health Information” or “PHI”); and DDAZ and its Business Associates are committed to complying with the HIPAA Privacy and Security Provisions and this Agreement sets forth the terms and conditions pursuant to which PHI that is provided by, or created or received by, Business Associates from or on behalf of DDAZ, will be handled between Business Associates and DDAZ and with third parties.

In consideration of the premises and promises contained herein, it is mutually agreed by and between DDAZ and its Business Associates as follows:

## 1 Definitions

“Business Associate” means the party identified above, who performs a service for or on behalf of Delta Dental that involves the disclosure of Individually Identifiable Health Information from Delta Dental or from another Business Associate of Delta Dental.

“Agent” means the party identified above, who performs a service for or on behalf of DDAZ that involves the disclosure of Individually Identifiable Health Information from DDAZ or from another Agent of DDAZ.

“Health Information” means any information, whether oral or recorded in any form or medium, that:

1. Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and
2. Relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

“Electronic Media” means the mode of electronic transmissions

“Individually Identifiable Health Information” means information that is a subset of Health Information, including demographic information collected from an individual, and (A) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (B) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present

or future payment for the provision of health care to an individual; and (C) identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

“Privacy Standards” means the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164.

“Protected Health Information” means Individually Identifiable Health Information that is (A) transmitted by electronic media, (B) maintained in any medium constituting Electronic Media; or (C) transmitted or maintained in any other form or medium.

## **2 Responsibilities of Business Associate**

### **2.1 Uses and Disclosures of PHI**

Business Associate shall ensure that any director, officer, employee, contractor or other agent of Business Associate does not use or disclose any PHI in any manner that violates either the HIPAA Privacy and Security Provisions or state law. Business Associate may use any PHI it receives from or creates or maintains on behalf of DDAZ (a) for performance of any contractual obligations between DDAZ and its Business Associates; (b) for performance of its management and administrative functions; (c) for performance of Business Associate’s legal responsibilities, or (d) as otherwise required by any federal, state or local law.

### **2.2 Safeguards of PHI**

Business Associate shall use appropriate administrative, physical and technical safeguards to maintain the security and privacy of PHI and to prevent unauthorized use and/or disclosure of such PHI. In addition, Business Associates shall provide DDAZ with information concerning the safeguards upon request.

### **2.3 Disclosures to Third Parties**

Business Associate shall obtain reasonable written assurances from any third party, including subcontractors or agents, to whom PHI will be disclosed. The written statements shall assure (a) that PHI will be held confidentially and used or further disclosed only as required and permitted under either state law or the HIPAA Privacy and Security Provisions; (b) that the third party agrees to be governed by the same restrictions and conditions contained in this Agreement, and (c) that the third party will notify Business Associate of any instances in which confidentiality of PHI has been breached.

### **2.4 Reporting Unauthorized Uses and Disclosures**

Business Associate shall report to DDAZ any and all unauthorized uses or disclosures of PHI made by the Business Associate or by any third party of the Business Associate within three (3) days from the date the Business Associate becomes aware of the violation. In addition, Business Associate shall report to DDAZ any sanction or remedial action taken or proposed to be taken with regard to the unauthorized use or disclosure and will cooperate with DDAZ in mitigating any harmful effects of such use or disclosure.

**2.5 Accounting of Disclosures**

Business Associate shall maintain an accounting of all disclosures of PHI not expressly authorized in this Addendum. The accounting shall include the date of the disclosure, name and address of the individual or entity which is the recipient of the disclosure, a brief description of the PHI disclosed and the purpose of the disclosure. Upon written request from DDAZ, Business Associate shall provide, to DDAZ, an accounting of all disclosures within ten (10) working days from date of DDAZ's request.

**2.6 Records Available for HHS Inspection**

Business Associate shall make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of PHI received from, created by, or received by Business Associate on behalf of DDAZ to the Secretary of HHS for purposes of determining DDAZ's compliance with HIPAA Privacy and Security Provisions.

**2.7 Records Available for DDAZ Inspection**

Business Associate shall, within ten (10) days of receipt of a written request from DDAZ, make available, to DDAZ, all records, books, agreements, policies and procedures relating to the use and/or disclosure of PHI for the purpose of enabling DDAZ to determine Business Associate's compliance with the terms of this Addendum.

**2.8 Individual Request for Access**

Within five (5) days from the date Business Associate receives a request by DDAZ, Business Associate shall permit an individual to access requested PHI that Business Associate maintains. Business Associate shall allow an individual to access, inspect and or copy the requested PHI.

**2.9 Amendments to PHI**

Business Associate shall make an amendment to PHI upon request from DDAZ.

**2.10 Records after Termination of Agreement**

Upon termination of the Business Associate and DDAZ agreement, Business Associate shall return or destroy all PHI that it maintains in any form, and shall retain no copies (of any format) of such information. Business Associate will complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement. If Business Associate and DDAZ agree that the return or destruction of the PHI is not feasible, Business Associate shall continue to extend the protections of this addendum to said PHI, and limit further use of the said PHI to those purposes that make the return or destruction of the PHI infeasible. The provisions of this section shall survive termination or the agreement.

**3 Responsibilities of DDAZ**

**3.1 Authorizations**

DDAZ shall notify Business Associate of any changes in, or withdrawal of, the consent or authorization provided to DDAZ by individuals.

**3.2 Restrictions**

DDAZ shall notify Business Associate, in a timely written manner of any restrictions to the use and/or disclosure of PHI agreed to by DDAZ.

**4 Term and Termination**

**4.1 Term**

The initial term of this Agreement shall be for a period of one (1) year, commencing on the date first above written, and shall automatically renew on a year to year basis on the same terms and conditions, unless terminated earlier by either party in accordance with this Agreement.

**4.2 Termination**

DDAZ shall have the right to terminate this Agreement immediately by giving written notice to Business Associate upon the occurrence of Business Associate’s material breach of any of the terms or obligations of this Agreement.

**5 Notices**

**5.1 Notices to DDAZ**

Any notice, request, demand, waiver, consent, approval or other communication to DDAZ which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Delta Dental of Arizona  
5656 W. Talavi Blvd.  
Glendale, AZ 85306  
Attention: Privacy Officer

**5.2 Notices to Business Associate**

Any notice, request, demand, waiver, consent, approval or other communication to Business Associate which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

**6 Other Terms and Conditions**

**6.1 Amendment**

This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, DDAZ may amend this Agreement upon sixty (60) days advance notice to Business Associate and if Business Associate does not provide written objection to DDAZ within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

**6.2 Regulatory Amendment**

DDAZ may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Business Associate of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

**6.3 Entire Agreement**

This Agreement and attachments attached hereto constitute the entire agreement between DDAZ and Business Associate, and supersedes or replaces any prior agreements between DDAZ and Business Associate relating to its subject matter.

**6.4 Invalidity**

If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

**6.5 No Waiver**

The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

This Agreement has been executed by the parties hereto, through their duly authorized officials.

**DDAZ**

**BUSINESS ASSOCIATE**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_