

## APPOINTMENT & CONTRACTING INFORMATION

**Morgan-White Administrators, Inc.**  
**P. O. Box 14067**  
**Jackson, MS 39236-4067**  
**800-800-1397**

In order to process your appointment request, you must provide the following documents for each agent.

The following items must be completed and returned:

- A photocopy of your current state “Agent Insurance License”
- Complete & Sign the Personal Data Sheet
- Sign the Morgan-White Limited contract and the privacy addendum to the contract
- Complete & Sign the United Healthcare Producer Credentialing
- Include a check payable to the insurance carrier for the applicable resident or non-resident state(s) appointment fee (If applicable)
- If your commission is payable to your agency, include a copy of your agency insurance license
- A copy of your current E&O insurance certification

If you have questions or need assistance, please contact our office in Jackson, MS at (601) 956-2028 or 800-800-1397 and speak to Mary Newman at ext 131.

**Please send all of these items to:**

**MorganWhiteGroup**  
**Attn: Marketing (Your Sales Rep.)**  
**P O Box 14067**  
**Jackson, MS 39236-4067**

Commissions cannot be paid on applications submitted without this information.

Thank you for your interest in MorganWhiteGroup and marketing our various insurance plans. We look forward to working with you.

**PERSONAL DATA SHEET**

**Morgan-White Administrators, Inc.**  
**P. O. Box 14067**  
**Jackson, MS 39236-4067**  
**(800-800-1397 ext. 131)**

**INDIVIDUAL:**

**NAME:** \_\_\_\_\_

**SOC.SEC. NO:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE NO:** \_\_\_\_\_

\_\_\_\_\_

**FAX NO:** \_\_\_\_\_

\_\_\_\_\_

**EMAIL:** \_\_\_\_\_

\_\_\_\_\_

**BUSINESS:**

**NAME:** \_\_\_\_\_

**FIN NO:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE NO:** \_\_\_\_\_

\_\_\_\_\_

**FAX NO:** \_\_\_\_\_

\_\_\_\_\_

**EMAIL:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE OF SALE REPRESENTATIVE**

\_\_\_\_\_  
**DATE**

# **MORGAN WHITE LIMITED**

**MANAGING SALES**

**REPRESENTATIVE**

**CONTRACT**

## Managing Sales Representative Contract

This contract is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, (the effective date) and between MorganWhite Limited (the Company) with its home office at 407 Briarwood Drive, Jackson, MS 39206, and

hereinafter designated as the Managing Sales Representative doing business as:

- An individual
- A partnership
- A corporation organized under the laws of the state of

Having its principal place of business at

The Company herein appoints said Managing Sales Representative with powers, liabilities and duties of and subject to all of the terms and conditions of said Contract, with all amendments thereto, do covenant and agree with each other to conduct business under the terms and conditions of this Contract as follows:

### Authority to Solicit

The Managing Sales Representative is hereby authorized to solicit applications for insurance for the Company; to collect the first premium on each policy of insurance applied for and pay the same to the Company; to deliver policies of insurance as directed by the Company, if the insured(s) is/are in good health and the first premium has been paid; and to do any act or perform any duty which is specifically authorized in writing and signed by an officer of the company.

### Authority Over Sub-agents

The Managing Sales Representative has the authority to recruit and recommend for appointment to the Company, subject to its approval, Managing Sales Representatives and or Soliciting Brokerage Agents hereinafter referred to as "Sub-Agents"

### Territory

The Managing Sales Representative and his appointees may solicit applications for insurance only in territories in which the agent and the Company are duly licensed and authorized to conduct business.

## Limitation of Authority

The Managing Sales Representative has no authority to alter, modify, waive or change any of the terms, rates or conditions of the Company's policies or contracts. Likewise, the Managing Sales Representative shall have no authority to collect or issue receipts for premiums other than the first premium, to endorse checks payable to the Company, to advertise or publish any matter or thing concerning the Company or its policies without written permission granted subsequent to the filing of a proposed copy of such material with the Company. Such written permission can only be granted by an Officer of the Company. The Managing Sales Representative also agrees that he has no authority to do or perform any act other than as expressly granted herein.

## Relationship

The relationship between the Company and the Managing Sales Representative shall be that of independent contractor and contractee, and not that of employer and employee. The Managing Sales Representative shall be free to exercise independent judgement as to the time and manner in which he may perform the services authorized to be performed under this Contract, but the Company may from time to time prescribe rules and regulations with respect to the conduct of the business covered hereby, not interfering with such freedom of action of the Managing Sales Representative, which rules and regulations the Managing Sales Representative will conform to and observe. It is agreed that if any training materials, sales aids or similar services are furnished to the Managing Sales Representative by the Company, it is for the purpose of assisting the Managing Sales Representative and not to control the Managing Sales Representative. It is further agreed that such materials are considered to be proprietary information and the intellectual property of the Company. Unauthorized retention or disclosure of this information or materials will damage the Company. All materials will be returned to the Company upon request or termination of the Contract.

## Commissions

Subject to the provisions of this Contract, in accordance with the rules and regulations of the Company and during the continuance of this Contract, the Managing Sales Representative shall be allowed as compensation hereunder commissions as set forth in the Schedule of Commissions and Service Fees [attached hereto and incorporated herein by reference] on all business produced by him personally or by his Sub-Agents, less Commissions or service fees due his Sub-Agents by reason of any contract which any Sub-Agents hold with the Company.

### **Vested Commissions**

If this Contract is terminated by the Company or the Managing Sales Representative, or should the Managing Sales Representative die or become totally disabled while this Contract is in force, he, or in the case of his death, his heirs or legal representatives shall receive commissions that occur under the provisions of this Contract, if any, providing the Managing Sales Representative continues to service his business in force with the Company and makes a diligent effort to conserve such business. Such renewal commissions shall terminate when the total renewal commissions so payable are less than \$600.00 annually.

### **Commission Chargebacks**

Should any premium refunded in the any policy year, then all commissions paid on that policy shall be due the Company immediately.

### **Service Fees**

Service Fees are not commissions and are not vested and it is understood and agreed between the parties that subject to the provisions of this Contract, in accordance with the rules and regulations of the Company and during the continuance of this Contract, the Managing Sales Representative shall be allowed as compensation hereunder Service Fees as set forth in the Schedule of Commissions and Service Fees on all business produced by him personally or by his Sub-Agents, less service fees due his Sub-Agents by reason of any contract which any Sub-Agents hold with the Company so long as this Contract is in force.

### **Transfer of Commissions**

Whenever a Sub-Agent, secured by a Managing Sales Representative pursuant to the Contract, fails to be entitled to the Renewal Commissions or Service Fees to which he would have been otherwise entitled under his Contract with the Company, all such Renewal Commissions or Service Fees shall, during the continuance of this Contract, be paid to the Managing Sales Representative, providing the Managing Sales Representative continues to service the Sub-Agent's business in force with the Company and makes a diligent effort to conserve such business. A failure to comply with this provision will deny the Managing Sales Representative the right to any such Renewal Commissions or Service Fees. This provision shall apply except in the case of minimum annual renewal commissions payable requirement as stated in "Vested Commissions" above.

### **Minimum Production Requirements**

The Managing Sales Representative and his Sub-Agents are expected to produce a minimum amount of new business production as stated on the Schedule of Commissions and Service Fees during each full calendar year. Failure to produce such stipulated production figure may result in the discontinuance of the Schedule of Commissions and Service Fees attached hereto in favor of a lesser Schedule

### **Expenses**

The Managing Sales Representative shall pay all expenses incurred by him or his Sub-Agents in the performance of this Contract and, when requested by the Company, shall furnish a bond of indemnity in such form and amount as may be approved by the Company. A failure to pay such expenses is agreed to be authorized for the Company to offset the amount of the expenses incurred and unpaid against any commissions or service fees owed the Managing Sales Representative or the Sub-Agents.

### **Liability**

The Managing Sales Representative shall be jointly and severally liable, with each Sub-Agent, to the Company for the payment of all monies due from the Managing Sales Representative or his Sub-Agents, or debit balances on the account of the Managing Sales Representative or his Sub-Agents, or debit balances resulting from loans to the Managing Sales Representative or Sub-Agents from the Company. The Company's books and records shall be prima facie evidence of such debit balances or loans due. The Managing Sales Representative hereby assigns, with recourse, as collateral to the Company, for all such monies due, debit balance or loans, all amounts due and to become due to the Managing Sales Representative from each Sub-Agent or from the Company and all notes with recourse, of Sub-Agents in favor of the Managing Sales Representative. The Managing Sales Representative agrees to execute all other documents required of him by the Company in order to properly evidence and effectuate such assignments, and so as to guarantee the legal enforceability thereof.

### **Refunds**

Should the Company for any reason refund any premium on any policy secured hereunder, then the Managing Sales Representative shall repay, on demand, any commissions received on that premium. A failure to repay these commissions is agreed to constitute authorization for the Company to offset such amounts against any commissions or service fees due the Managing Sales Representative on any policy secured hereunder.

### **Indebtedness**

The Company may at any time offset any debt or debts due from the Managing Sales Representative to the Company arising from his transactions under this or any previous contract against any commission, service fees, or other compensation due or to become due him. Unless otherwise specifically provided, all debts due the Company, including advances to the Managing Sales Representative or his Sub-Agents against commissions or other compensation, are payable upon demand and are not recoverable solely from commissions or other compensation.

### **Assignments**

No assignment of any commission or any other monies, or any portion thereof, due to or to become due the Managing Sales Representative

hereunder shall be valid unless authorized in advance and in writing by an Officer of the Company. Any assignment so authorized shall be subject to any and all indebtedness of the Managing Sales Representative or his Sub-Agents to the Company then existing or thereafter accruing.

### **Monthly Accounting**

The Company shall furnish the Managing Sales Representative with a monthly statement on a timely basis indicating all premium collections, commissions and service fees earned and payments made to the Managing Sales Representative. The Managing Sales Representative shall notify the Company of all possible errors in the accounting statement within ninety [90] days of the closing of the monthly accounting period. A failure to give such notification shall be considered a waiver of the right to object to such accounting.

### **Termination**

This Contract shall terminate on the earliest of the following dates:

- a. the date of your death, if an individual; or
- b. the date specified in a notice of termination which may be given by either party to this Contract, such date being not less than thirty [30] days from the date the notice is delivered personally or is mailed to the last known address of the party to whom notice is given; or
- c. the date you shall fail to pay over on demand any monies belonging to or due the Company; or
- d. the date of any material violation of any term or condition of this contract; or
- e. the date your license is terminated for cause by the Insurance Department of any state; or
- f. dissolution of a partnership or corporation.

### **Forfeiture of Commissions**

Should you at any time, withhold Company funds, create fraud, malfeasance, or induce or attempt to induce policyholders of the Company to lapse, replace, or otherwise terminate their policies, or if your license is terminated for cause by the Insurance Department of any state, the Company shall terminate your right to all commissions or other compensation thereafter payable under this Contract or under any prior contract, and shall terminate this Contract as well as any other contracts then in force.

### **Amendment**

This Contract cannot be changed by any verbal promise or statement by whomsoever made, and no written modification or change will bind the Company unless it is signed by the President, a Vice President, or the Secretary of the Company, and expresses an intention to modify or change this Contract

### **Sole Agreement Amending Prior Agreements**

This Contract supercedes and amends in their

entirety any and all previous contracts between the parties hereto which pertain to the solicitation of applications for any insurance mentioned herein and the payment of commissions on premiums therefore provided.

### **Severability**

In the event that any provision of this Contract is deemed to be invalid or unenforceable, it is the intent of the parties that the remainder of this Contract shall remain in full force and effect.

### **Gender**

Any and all references in this Contract to the masculine gender or him shall be intended to include the feminine gender or her as well as any legal entities not having a gender which execute this Contract.

### **Jurisdiction, Venue, Attorney's Fees and Costs**

The Managing Sales Representative agrees that he shall be responsible for all costs including reasonable attorney fees, if any, incurred in the collection of any outstanding loan balances, debit balances, or account balances, accruing pursuant to this Contract and further agrees to the jurisdiction of the court of competent jurisdiction in Hinds County, Mississippi for purposes of resolving any conflicts under this Contract or for the purposes of allowing the Company to recover any amounts owed, including amounts loaned subsequent to the execution of this Contract. The Managing Sales Representative knowingly waives any objection to venue or the jurisdiction of the court.

### **Execution and Effect on Previous Contracts**

This Contract supercedes any previous contract[s] between the parties and it is understood and agreed, however, that all obligations of the parties to each other under any such prior contract[s] including debit balances, other debts, liens, right to offset, and the obligation to pay you commissions, still exist and will be combined and merged with similar obligations under this Contract.

### **Advertising**

Any advertisements bearing the name or logo of MorganWhite Limited and/or promoting any specific policies must be approved in writing in advance of use by an officer of the Company (an exact copy of the advertisement *must* be submitted). Failure to comply will result in immediate termination of contract and loss of renewal commissions.

### **Sales Practices**

No Managing Sales Representative shall:

- a. Use advertising that is intended to mislead and/or deceive the public,
- b. Fail to provide truthful and adequate disclosure of all material and relevant information in advertising, or
- c. Mislabel products.

Failure to comply with the above may result in immediate termination for cause.

Signed by or for the parties hereto this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**MorganWhite Limited**

By: \_\_\_\_\_  
MorganWhite Limited Officer

\_\_\_\_\_  
Title

X \_\_\_\_\_  
Managing Sales Representative

\_\_\_\_\_  
Social Security # or Federal TIN #

**Guarantee by Officers or Partners**

If the Agency is a corporation or partnership, each of the undersigned, in consideration of the Company executing this Contract, represents to the Company that the principle stockholders or partners of the Agency, with their percentage of interest in the total ownership of the Agency, are as follows, and does hereby personally and severally guarantee the performance of all terms, liability and responsibility for any default in such terms, conditions, covenant, and/or amendments.

\_\_\_\_\_  
Signature Title % Interest

\_\_\_\_\_  
Signature Title % Interest

\_\_\_\_\_  
Signature Title % Interest

## BUSINESS ASSOCIATE PRIVACY ADDENDUM TO AGENT AGREEMENT

This addendum (“Addendum”) is effective upon execution, and amends and is made part of the Agent Agreement dated as of \_\_\_\_\_ (“Agreement”) by and between \_\_\_\_\_ (“Business Associate”) and Morgan White, Ltd. and its affiliated insurance companies (“Organization”).

Organization and Business Associate mutually agree to modify Agreement to incorporate the terms of this Addendum to comply with the requirements of the implementing regulations at 45 Code of Federal Regulations (“C.F.R.”) Parts 160-64 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

### 1. **Privacy of Protected Health Information.**

a) **Permitted Uses and Disclosures.** Business Associate is permitted to use and disclose Protected Health Information that it creates or receives on Organization’s behalf or receives from Organization (or another business associate of Organization) and to request Protected Health Information on Organization’s behalf (collectively, “Organization’s Protected Health Information”) only as follows:

i) **Functions and Activities on Organization’s Behalf.** To perform functions, activities, and services on behalf of Organization as specified in the Agreement.

ii) **Business Associate’s Operations.** For Business Associate’s proper management and administration or to carry out Business Associate’s legal responsibilities, provided that, with respect to disclosure of Organization’s Protected Health Information, either:

A) The disclosure is Required by Law; or

B) Business Associate obtains reasonable assurance, evidenced by written contract or proper authorization, from any person or entity to which Business Associate will disclose Organization’s Protected Health Information that the person or entity will:

1) Hold Organization’s Protected Health Information in confidence and use or further disclose Organization’s Protected Health Information only for the purpose for which Business Associate disclosed Organization’s Protected Health Information to the person or entity or as Required by Law; and

2) Promptly notify Business Associate (who will in turn notify Organization in accordance with Section 3(a) of this Addendum) of any instance of which the person or entity becomes aware in which the confidentiality of Organization’s Protected Health Information was breached.

b) **Minimum Necessary.** Business Associate will, in its performance of the functions, activities, services, and operations specified in Section 1(a) above, make reasonable efforts to use, to disclose, and to request of a Covered Entity only the minimum amount of Organization’s Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum necessary limitation with respect to:

i) Disclosure to or request by a health care provider for Treatment;

ii) Use with or disclosure to an individual who is the subject of Organization’s Protected Health Information, or that individual’s personal representative;

iii) Use or disclosure made pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an individual who is the subject of Organization’s Protected Health Information to be used or disclosed, or by that individual’s personal representative;



- iv) Disclosure to the United States Department of Health and Human Services (“DHHS”) in accordance with Section 5(a) of this Addendum;
- v) Use or disclosure that is Required by Law; or
- vi) Any other use or disclosure that is excepted from the minimum necessary limitation as specified in 45 C.F.R. § 164.502(b)(2).

**c) Prohibition on Unauthorized Use or Disclosure.** Business Associate will neither use nor disclose Organization’s Protected Health Information, except as permitted or required by this Addendum or in writing by Organization or as Required by Law. This Addendum does not authorize Business Associate to use or disclose Organization’s Protected Health Information in a manner that will violate the 45 C.F.R. Part 164, Subpart E “Privacy of Individually Identifiable Health Information” if done by Organization, except as set forth in Section 1(a)(ii) of this Addendum.

**d) Information Safeguards.** Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards, in compliance with 45 C.F.R. § 164.530(c) and any other implementing regulation issued by DHHS that is applicable to Business Associate’s obligations with respect to Organization’s Protected Health Information. The safeguards will be designed to preserve the integrity and confidentiality of, and to prevent intentional or unintentional non-permitted use or disclosure of, Organization’s Protected Health Information.

**e) Subcontractors and Agents.** Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted by this Addendum or in writing by Organization to disclose Organization’s Protected Health Information, to provide reasonable assurance, evidenced by written contract, that such subcontractor or agent will comply with the same privacy and security obligations with respect to Organization’s Protected Health Information that are applicable to Business Associate under this Addendum.

## **2. Individual Rights.**

**a) Access.** Business Associate will, within 15 days following Organization’s request, make available to Organization or, at Organization’s direction, to an individual (or the individual’s personal representative) for inspection and obtaining copies Organization’s Protected Health Information about the individual that is in Business Associate’s custody or control, so that Organization may meet its access obligations under 45 C.F.R. § 164.524.

**b) Amendment.** Business Associate will, upon receipt of written notice from Organization, promptly amend or permit Organization access to amend any portion of Organization’s Protected Health Information, so that Organization may meet its amendment obligations under 45 C.F.R. § 164.526.

**c) Disclosure Accounting.** So that Organization may meet its disclosure accounting obligations under 45 C.F.R. § 164.528:

**i) Disclosures Subject to Accounting.** Business Associate will record the information specified in Section 2(c)(iii) below (“Disclosure Information”) for each disclosure of Organization’s Protected Health Information, not excepted from disclosure accounting as specified in Section 2(c)(ii) below, that Business Associate makes to Organization or to a third party.

**ii) Disclosures Not Subject to Accounting.** Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Organization’s Protected Health Information:

- A) That occurred before April 14, 2003;
- B) For Treatment, Payment or Health Care Operations activities;
- C) To an individual who is the subject of Organization's Protected Health Information disclosed, or to that individual's personal representative;
- D) Pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an individual who is the subject of Organization's Protected Health Information disclosed, or by that individual's personal representative;
- E) For notification of and to persons involved in the health care or payment related to the health care of an individual who is the subject of Organization's Protected Health Information disclosed and for disaster relief;
- F) To law enforcement officials or correctional institutions in accordance with 45 C.F.R. § 164.512(k)(5);
- G) For national security or intelligence purposes in accordance with 45 C.F.R. § 164.512(k)(2);
- H) Incident to a use or disclosure that Business Associate is otherwise permitted to make by this Addendum; and
- I) Otherwise excepted from disclosure accounting as specified in 45 C.F.R. § 164.528.

**iii) Disclosure Information.** With respect to any disclosure by Business Associate of Organization's Protected Health Information that is not excepted from disclosure accounting by Section 2(c)(ii) above, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

**A) Disclosure Information Generally**

Except for repetitive disclosures of Organization's Protected Health Information as specified in Section 2(c)(iii)(B) below and for disclosures for large Research studies as specified in Section 2(c)(iii)(C) below, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of Organization's Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.

**B) Disclosure Information for Repetitive Disclosures**

For repetitive disclosures of Organization's Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including Organization), the Disclosure Information that Business Associate must record is either the Disclosure Information specified in Section 2(c)(iii)(A) above for each accountable disclosure, or (i) the Disclosure Information specified in Section 2(c)(iii)(A) above for the first of the repetitive accountable disclosures, (ii) the frequency, periodicity, or number of the repetitive accountable disclosures, and (iii) the date of the last of the repetitive accountable disclosures.

iv) **Availability of Disclosure Information.** Business Associate will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates.

Business Associate will make the Disclosure Information available to Client within 15 days following Organization's request for such Disclosure Information to comply with an individual's request for disclosure accounting.

d) **Restriction Agreements and Confidential Communications.** Business Associate will comply with any agreement that Organization makes that either (i) restricts use or disclosure of Organization's Protected Health Information pursuant to 45 C.F.R. § 164.522(a), or (ii) requires confidential communication about Organization's Protected Health Information pursuant to 45 C.F.R. § 164.522(b).

### 3. **Breach of Privacy Obligations.**

a) **Reporting.** Business Associate will report to Organization any use or disclosure of Organization's Protected Health Information not permitted by this Addendum or in writing by Organization. Business Associate will make the report to Organization's Privacy Office not more than 30 days after Business Associate learns of such non-permitted use or disclosure. Business Associate's report will at least:

- i) Identify the nature of the non-permitted use or disclosure;
- ii) Identify Organization's Protected Health Information used or disclosed;
- iii) Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;
- iv) Identify what corrective action Business Associate took or will take to prevent further non-permitted uses or disclosures;
- v) Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted use or disclosure; and
- vi) Provide such other information, including a written report, as Organization may reasonably request.

#### b) **Termination of Agreement.**

i) **Right to Terminate for Breach.** Organization may terminate Agreement if it determines, in its sole discretion, that Business Associate has breached any provision of this Addendum and upon written notice to Business Associate of the breach, Business Associate fails to cure the breach within 30 days after receipt of the notice. Organization may exercise this right to terminate Agreement by providing Business Associate written notice of termination, stating the failure to cure the breach of the Addendum that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in Organization's notice of termination.

ii) **Right to Terminate on Regulation Change.** Either Organization or Business Associate may terminate Agreement if amendment or addition to 45 C.F.R. Parts 160-64 affects the obligations under this Addendum of the party exercising the right of termination. The party so affected may terminate Agreement by giving the other party written notice of such termination at least 90 days before the compliance date of such amendment or addition to 45 C.F.R. Parts 160-64.

iii) **Termination of Addendum on Conclusion of Agreement.** This Addendum will terminate upon termination or other conclusion of Agreement.

iv) **Obligations on Termination.**

A) **Return or Destruction of Organization's Protected Health Information as Feasible.** Upon termination or other conclusion of Agreement, Business Associate will, if feasible, return to Organization or destroy all of Organization's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of Organization's Protected Health Information. Business Associate will require any subcontractor or agent, to which Business Associate has disclosed Organization's Protected Health Information as permitted by Section 1(e) of this Addendum, to if feasible return to Business Associate (so that Business Associate may return it to Organization) or destroy all of Organization's Protected Health Information in whatever form or medium received from Business Associate, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of Organization's Protected Health Information, and certify on oath to Business Associate that all such information has been returned or destroyed. Business Associate will complete these obligations as promptly as possible, but not later than 30 days following the effective date of the termination or other conclusion of Agreement.

B) **Procedure When Return or Destruction Is Not Feasible.** Business Associate will identify any of Organization's Protected Health Information, including any that Business Associate has disclosed to subcontractors or agents as permitted by Section 1(e) of this Addendum, that cannot feasibly be returned to Organization or destroyed and explain why return or destruction is infeasible. Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. Business Associate will, by its written contract with any subcontractor or agent to which Business Associate discloses Organization's Protected Health Information as permitted by Section 1(e) of this Addendum, require such subcontractor or agent to limit its further use or disclosure of Organization's Protected Health Information that such subcontractor or agent cannot feasibly return or destroy to those purposes that make the return or destruction of such information infeasible. Business Associate will complete these obligations as promptly as possible, but not later than 30 days following the effective date of the termination or other conclusion of Agreement.

C) **Continuing Privacy Obligation.** Business Associate's obligation to protect the privacy of Organization's Protected Health Information as specified in this Addendum will be continuous and survive termination or other conclusion of Agreement.

D) **Other Obligations and Rights.** Business Associate's other obligations and rights and Organization's obligations and rights upon termination or other conclusion of Agreement will be those set out in Section 4 of the Agreement.

#### 4. **General Provisions.**

a) **Inspection of Internal Practices, Books, and Records.** Business Associate will make its internal practices, books, and records relating to its use and disclosure of Organization's Protected Health Information available to Organization and to DHHS to determine Organization's compliance with 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information."

**b) Definitions.** The terms “Covered Entity,” “Standard,” and “Transaction” have the meanings set out in 45 C.F.R. § 160.103. The terms “Health Care Operations,” “Payment,” “Protected Health Information,” “Required by Law,” “Research,” and “Treatment” have the meanings set out in 45 C.F.R. § 164.501. The terms “Limited Data Set” and “Standard Transaction” have the meanings set out in, respectively, 45 C.F.R. § 164.514(e) and 45 C.F.R. § 162.103. The term “use” means, with respect to Protected Health Information, utilization, employment, examination, analysis or application within Business Associate. The terms “disclose” and “disclosure” means, with respect to Protected Health Information, release, transfer, providing access to or divulging to a person or entity not within Business Associate.

**c) Amendment to Agreement.** Upon the compliance date of any final regulation or amendment to final regulation promulgated by DHHS that affects Business Associate’s use or disclosure of Organization’s Protected Health Information or Standard Transactions, Agreement and this Addendum will automatically amend such that the obligations imposed on Business Associate remain in compliance with the final regulation or amendment to final regulation, unless Organization or Business Associate elects to terminate Agreement in accordance with Section 3(b)(ii) of this Addendum.

**5. Conflicts.** The terms and conditions of this Addendum will override and control any conflicting term or condition of Agreement. All nonconflicting terms and conditions of Agreement remain in full force and effect.

**IN WITNESS WHEREOF,** Company and Business Associate execute this Addendum in multiple originals to be effective on the last date written below.

\_\_\_\_\_  
Agency

**Business Associate**

**Morgan White, Ltd.**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

## Instructions for Completing & Submitting the UnitedHealthcare Request for Appointment of Insurance Producer Form

UnitedHealthcare (UHC) requires that the Request for Appointment of Insurance Producer Form (RFA) be completed by all producers (individuals and business entities) seeking to sell UHC products. This form must be completed for the following categories of producers:

- √ Individual producer who has never been appointed by UHC
- √ Current UHC appointed individual producer whose personal information has changed
- √ Agency that has never been appointed by UHC
- √ Current UHC appointed agency that adds individual producers who are not appointed by UHC

### Methods of Completing & Submitting the RFA to UHC

The RFA is a fillable form, which means that data can be entered while the form is displayed on your computer. If you receive the RFA from your sales office contact by email, the preferred method of completion is to enter information in the fillable form and then submit it to your sales office contact. To use the fillable form:

- Detach the form from the email or save the document to your computer
- Complete the form:
  - Enter information in text fields by placing the cursor in the beginning of the field and typing the information. You may tab to go from field to field and shift-tab to return to a prior field.
  - Check boxes can be selected by clicking in the box with the mouse
- When the form is complete, save it on your computer, print and sign. Send the form to your sales office contact. (If you have scanning capabilities, you may also scan the signed document and email it to the sales office.)

You may also complete the RFA by printing the form and entering data by hand (please PRINT legibly!) or typing.

**➡ RFA's must be returned to your sales office contact by email, fax, or mail ←**

### Entering Information on the Form

Please complete Sections 1 through 5 of the RFA as instructed below and on the next page.

#### Section 1:

Individual producers must enter demographic information in this section.

Data Item	Instructions
Producer Name	This is the name that is registered with the IRS for the SSN under which you are applying for appointment: <ul style="list-style-type: none"> <li>• Indicate Mr., Ms., or Mrs.</li> <li>• Enter Last Name, First Name, and Middle Name (if any)</li> <li>• Enter professional designation (if any)—E.g., “CLU”</li> </ul>
SSN	Social Security Number
Data of Birth	Date of Birth (dd/mm/yyyy)
Suffix	Indicate if you use Jr., Sr., II, III, or another suffix to your name
Phone #	Use your preferred telephone number where you can be contacted if additional information is needed to complete your appointment request. Include an extension if applicable.
Fax #	Fax #
Email	Email address where you can be reached if additional information is needed to complete your appointment request.
Mailing Address	This is the address where you want to receive information from UHC, including appointment updates and commissions. P.O. boxes are allowed. “In care of” name is optional. If you use a private mailbox, please include the street address of the mail facility that you use before the private mail box number.
Residence Address	Home address. Please use your actual street address and NOT a post office box.

**Section 2:**

Agency information must be completed if you are an individual working for an agency or an agency seeking UHC appointment. If you are assigning commissions to an agency or individual other than yourself, you must also complete and submit the *Compensation Assignment Form*.

Data Item	Instructions
Producer Name	This is the business entity name that is registered with the IRS for the TIN under which the agency is applying for appointment. A "Doing Business As" name may also be entered on this line.
TIN	Tax Identification Number
Taxpayer Type	Indicate whether the business is a Corporation (Corp), Sole Proprietor (Sole Prop.), Limited Liability Corporation (LLC), Limited Liability Partnership (LLP), or other entity.
Phone #	Use your preferred agency telephone number where you can be contacted if additional information is requested to complete your appointment request. Include an extension if applicable.
Fax #	Fax #
Mailing Address	This is the address where the agency wants to receive information from UHC, including appointment updates and commissions. "In care of" name is optional. If you use a private mailbox, please include the street address of the mail facility that you use before the private mail box number.
Business Address	This is the address for the business entity where the office is located.
Licensing/Commissions Contact Name (Optional)	This is a contact at your agency who UHC may contact if additional agency information is needed
Phone #	This is the phone number for the contact. Include an extension if applicable.
Fax #	This is the fax number for the contact.
Email	This is the email address for the contact.
Commission Assignment Question	Check whether the producer plans to assign commissions to an agency or another individual. If Yes, a <i>Compensation Assignment Form</i> must be completed in order to assign commissions to an entity other than you.

**Section 3**

All producers (individuals and business entities) must answer the questions in this section. Check Yes or No as appropriate. If you answer Yes to any question, please provide an explanation on a separate piece of paper when you submit the RFA.

**Section 4**

All producers must read the statement in this section, date, and sign. If signing on behalf of an agency, please indicate your title.

**Section 5**

All producers seeking UHC appointment must provide information about their Life, Accident & Health license (or equivalent) in this section.

#	Data Item	Instructions
1	<ul style="list-style-type: none"> <li>Resident insurance license state</li> <li>License #</li> </ul>	<ul style="list-style-type: none"> <li>You must have at least an Accident &amp; Health or Life, Accident, &amp; Health license when seeking a UHC appointment</li> <li>State in which you hold your resident license</li> <li>License number for your resident state license</li> </ul>
2	Lines of Authority	Types of products for which you are licensed to sell—check all that apply.
3	States in which you wish to be appointed	<ul style="list-style-type: none"> <li>List all states for which you are seeking a UHC appointment (list individual and agency licenses separately)</li> <li>Include the license # for each state and attach a copy of each license</li> <li>Include the License Effective and License Expiration Dates (include the latter only if it is printed on your license)</li> <li>If you have more licenses than the form allows, attach a separate sheet of paper with the additional information</li> </ul>
4	Products to be sold	Check whether you are seeking to sell standard medical and/or specialty products
5	Special circumstances	Describe any special circumstances that might affect processing of the appointment.  Please indicate if you are applying for an appointment to support your initial license application as required by special circumstances in some states. You must attach a completed license application with the RFA. <b>Please verify the information on the license application form. The producer is responsible for the license application fee.</b>



### Request for Appointment of Insurance Producer

<b>For UnitedHealthcare Office Use Only:</b>	
Indiv. Producer ID _____	Spec. Arr. _____
Agency Producer ID _____	

Please complete on computer, or print form and type/print legibly.

#### Section 1: Demographic Information--Individual

Producer Name    \_\_\_\_\_  
(Registered with IRS) Mr. Ms. Mrs. (Last Name) (First Name) (Middle Name)  
 SSN \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Suffix Jr.  Sr  I  II Other  \_\_\_\_\_  
 Phone # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Ext. \_\_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Email \_\_\_\_\_  
 Mail. Addr. \_\_\_\_\_  
c/o (Optional) (Street or PO Box) (City) (State) (ZIP)  
 Res. Addr. \_\_\_\_\_  
(Street—must be actual street address, no PO boxes) (City) (State) (ZIP)

#### Section 2: Demographic Information—Agency or Check here if you are NOT working with an agency

Producer Name \_\_\_\_\_  
(Registered with IRS) (Legal Entity Name) (DBA Name—Optional)  
 TIN \_\_\_\_\_ Taxpayer Type:  Corp  Sole Prop.  LLC  LLP  Other Entity \_\_\_\_\_  
 Phone # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Ext. \_\_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Email \_\_\_\_\_  
 Mail. Addr. \_\_\_\_\_  
c/o (Optional) (Street or PO Box) (City) (State) (ZIP)  
 Bus. Addr. \_\_\_\_\_  
(Street—must be street address, no PO boxes) (City) (State) (ZIP)  
 Licensing/Commissions Contact Name (Optional) \_\_\_\_\_  
 Phone # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Ext. \_\_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Email \_\_\_\_\_

<b>Do you plan to assign commissions to an agency or an individual other than yourself?</b> (If Yes, please complete the <i>Compensation Assignment Form</i> for the assignment to be effective.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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#### Section 3: Certification

All producers must complete all questions in this section. Please check Yes or No. If you answer Yes to any question, please attach a separate sheet with an explanation.

#	Question	No	Yes
1	Have you ever pled guilty or been convicted of a felony (either state or federal) or misdemeanor (including participation in court ordered programs and excluding minor traffic offenses)?	<input type="checkbox"/>	<input type="checkbox"/>
2	Has your insurance license ever been suspended or revoked?	<input type="checkbox"/>	<input type="checkbox"/>
3	Have you ever had an appointment terminated "For Cause" by any insurer or financial services institution?	<input type="checkbox"/>	<input type="checkbox"/>
4	Have you ever been investigated or fined by an Insurance Regulatory Authority?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do you owe any debt or balance to any insurer, general agent, or financial service institution that has remained overdue for more than 60 days?	<input type="checkbox"/>	<input type="checkbox"/>
6	Have you ever been the subject of a bankruptcy petition or proceeding in the last seven (7) years?	<input type="checkbox"/>	<input type="checkbox"/>
7	Are there any outstanding liens or judgments against you?	<input type="checkbox"/>	<input type="checkbox"/>
8	Have you ever been excluded, or are you aware of actions that could result in exclusion, by the OIG from participation in a government health care program, including Medicare or Medicaid?	<input type="checkbox"/>	<input type="checkbox"/>
9	Have you ever been barred, or are you aware of actions that could result in debarment, by the General Service Administration from being a government contractor?	<input type="checkbox"/>	<input type="checkbox"/>

#### Section 4: Signature

I am hereby notified that inquiries may be made by UnitedHealthcare, its affiliates, and/or outside entities regarding my character, general reputation, business experience, credit history, personal characteristics, and insurance license status. I authorize such knowledge/information to be released to UnitedHealthcare or its legal representative (upon written request, additional information as to the nature and scope of the report can be provided.) A photocopy or facsimile of this signed authorization shall be as valid as the original. Under penalties of perjury, I certify that information provided by me in this application or in any accompanying documents is correct and complete and the number shown on this form is my correct taxpayer identification number and I am not subject to backup withholding. If appointed to represent UnitedHealthcare and its affiliates, I understand that I am considered an independent contractor, and not an employee of such company(ies). This application and any attachments become a part of the producer file with any of the companies that I am appointed to represent. This form is not valid until signed and dated.

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (Date) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Title—if signing on behalf of an agency)



**Section 5: License & Appointment Detail**

1. State where you hold a **Resident** insurance license \_\_\_\_\_ License #: \_\_\_\_\_
2. Lines of Authority for which you are currently licensed (check all that apply):  
 Life  Accident/Health  HMO  Other \_\_\_\_\_
3. Indicate the states in which you are licensed and wish to be appointed (**please attach a copy of your current license for each state listed below**):

Individual Licenses				Agency Licenses (Agency licenses not required in IA, FL, TN, VT, and WI)			
State	License #	License Effective Date	License Expiration Date *	State	License #	License Effective Date	License Expiration Date *
		/ /	/ /			/ /	/ /
		/ /	/ /			/ /	/ /
		/ /	/ /			/ /	/ /
		/ /	/ /			/ /	/ /
		/ /	/ /			/ /	/ /
		/ /	/ /			/ /	/ /
		/ /	/ /			/ /	/ /
		/ /	/ /			/ /	/ /
		/ /	/ /			/ /	/ /
		/ /	/ /			/ /	/ /

Check here if you have more licenses. Please list them on a separate sheet.

\* Indicate License Expiration Date only if it is printed on your license.

4. Please indicate the products for which you are applying to sell:

**Standard Appointments:**

UnitedHealthcare Medical and Life Insurance (PPO, POS, etc.)  UnitedHealthcare HMO

**Special Appointments**

(You must have a relationship with a UHG Specialized Care Company to sell these products):

Specialty Products (Vision, Dental)  Retiree/Medicare  Unimerica Life and Disability

5. Are there any special circumstances you would like us to know about when processing your appointments?

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Please return completed form to the UnitedHealthcare contact who provided you the appointment package. The completed package must be submitted through a local sales office. Applications received in Hartford will be sent to a sales office for approval and processing of appointments and may be delayed. If you are unsure of where to return the appointment package, please fax to 860-702-8307 or mail to:  
 UnitedHealthcare Producer Credentialing, PO Box 150450, Hartford, CT 06115

**IMPORTANT!!! No business may be placed with UnitedHealthcare until all state licensing and UnitedHealthcare appointment and/or contract requirements have been met. UnitedHealthcare Producer Credentialing will notify you in writing if your appointment has been approved.**



## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name		
	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"/> Other ▶ .....	<input type="checkbox"/> Exempt from backup withholding	
	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. 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.

<b>Social security number</b>
+

**or**

<b>Employer identification number</b>
+

**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. person (including a U.S. resident alien).

**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.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### 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.

**U.S. person.** 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.

**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.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient 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 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 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include 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, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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**.

## 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 social security card. 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 social security card 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).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's 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 From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" 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.*

**Exempt payees.** Backup withholding is **not required** on any payments made to the following payees:

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 recipients listed above, **1** through **15**.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for <b>9</b>
Broker transactions	Exempt recipients <b>1</b> through <b>13</b> . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients <b>1</b> through <b>5</b>
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients <b>1</b> through <b>7</b> <sup>2</sup>

<sup>1</sup> See **Form 1099-MISC**, Miscellaneous Income, and its instructions.  
<sup>2</sup> 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-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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 on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). 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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

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:** Writing "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, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** 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 or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal 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.)

**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. 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, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% 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.

