

Dear Agent:

Thank you for your interest in Priority Health. Please complete the enclosed Commercial Group Agent Agreement. Here are a few helpful reminders for completing it:

- Priority Health contracts are with the individual agent. On page 1, please provide the agent's name.
- Make sure page 8 is completed with the agent information.
- Be sure to complete the *Attachment A Commission Schedule* on page 9. Commissions can be paid either to the agent or the agency.
- Make sure the W9 matches the information on page 9. If payment is to the agency, W9 needs to be agency information; if payment is to the individual agent, W9 needs to be agent's information.

Please return the agreement to our Agent Services Coordinator via fax, mail or e-mail.

Fax: 616 464-7495

Mail: MS 1380
1231 East Beltline NE
Grand Rapids, MI 49525

E-mail: PH-agent.center@priorityhealth.com

After you become an appointed Priority Health agent, you'll receive a confirmation e-mail that includes your broker number and a user name to access the Agent Center at *priorityhealth.com*.

If you have any questions, please call our Agent Services Coordinator at 800 471-2504 (press 3). We look forward to working with you.

Sincerely,



Joan Budden
Chief Marketing Officer

Enclosure

COMMERCIAL GROUP
AGENT AGREEMENT

This Agreement is made as of the ____ day of _____, 20__ (the “effective date”) between PRIORITY HEALTH, a Michigan nonprofit corporation and health maintenance organization (“Priority Health”), PRIORITY HEALTH MANAGED BENEFITS, INC., a Michigan corporation and licensed third party administrator (“PHMB”), and PRIORITY HEALTH INSURANCE COMPANY, a Michigan insurance company (“PHIC” and, together with Priority Health and PHMB, collectively the “Companies”) and Licensed Agent:

Print Agent Name (not Agency)

RECITALS:

1. Priority Health has a certificate of authority to operate a health maintenance organization, offering fully funded group health benefit plans (the “Fully-Funded Plans”).
2. PHMB is a licensed third party administrator, providing administrative services for self-funded plans (“Self-Funded Plans”).
3. PHIC has a certificate of authority to operate an insurance company, offering group health benefit plans (the “Insurance Plans” and, together with Fully-Funded Plans and Self-Funded Plans, the “Plans”).
4. Agent is licensed in Michigan to market or sell group health benefit plans.
5. Agent has been or will be designated as the Agent of Record by certain employers or groups (“Groups” or, individually, a “Group”) purchasing the Plans.
6. The Companies and Agent desire to enter into an agreement according to which Agent shall market the Plans and the Companies shall compensate Agent for Agent's services.
7. Agent is a “business associate” of the Companies, as such term is defined by federal regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (as amended, “HIPAA”).

ACCORDINGLY, the parties agree as follows:

1. Services to the Companies.

1.1. The Companies authorize Agent to represent, and Agent agrees to represent, the Companies in the marketing of the Plans to Groups. In representing the Companies in the marketing of the Plans, Agent shall:

1.1.1. Only utilize sales material, including advertising materials, authorized by the Companies,

1.1.2. Adhere to all policies, rules and regulations provided by the Companies or their representatives to Agent in writing with regard to sales or marketing (including, without limitation, Attachments A and B to this Agreement), and

1.1.3. Make no misrepresentations concerning the Companies, the Plans, or any related matter.

1.2. Agent agrees to use Agent's best efforts to promote mutually beneficial and ongoing relationships between the Companies and Groups and to promote complete cooperation by Groups and their employees or members with the Companies.

1.3 Agent agrees that no Group shall be enrolled with any of the Companies without the Companies' approval.

1.4. Any sums of money, whether tendered by check, cash or otherwise, delivered to Agent by any person for the Companies, shall be delivered immediately to the Companies.

1.5. Agent agrees to maintain Agent's State of Michigan Health Insurance License (Agent's "License") during the term of this Agreement. From time to time, upon the request of the Companies, Agent will provide the Companies with a copy of Agent's License.

1.6. Agent agrees to notify the Companies immediately if the Agent's license is suspended or modified or if its insurance is cancelled or modified.

1.7 Agent agrees to maintain complete and separate records for the Companies for a period of at least seven (7) years of all transactions pertaining to applications submitted to and accepted by the Companies, and any other documents as may be required by OFIR, CMS, or other governmental agency. Any and all records described above or as may otherwise relate to Agent's activities in connection with the Companies' business shall be accessible and available to representatives of the Companies who may audit them from time to time while this Agreement is in effect or within seven years after termination thereof.

1.8 The Companies shall have the right, during normal business hours and with reasonable notice, to inspect, audit, and make copies of books and records of the Agent for the purpose of verifying Agent's compliance with the terms and obligations of this Agreement.

1.9. All expenses incurred by Agent in its performance of its duties under this Agreement shall be borne exclusively by Agent and not by Priority Health. Agent hereby indemnifies and holds PH harmless from and against any and all claims, suits, or actions by third parties for the payment of expenses or commissions.

1.10. Agent shall indemnify and hold the Companies harmless from and against any and all claims, lawsuits, demands, liabilities, taxes (including taxes on compensation), charges, judgments, settlements, costs, penalties and expenses of whatever kind or nature the Companies may sustain or incur at any time and arising in any manner out of an act, error or omission by Agent.

1.11. The Companies shall indemnify and hold the Agent harmless from and against any and all claims, lawsuits, demands, liabilities, taxes (including taxes on compensation), charges, judgments, settlements, costs, penalties and expenses of whatever kind or nature the Agent may

sustain or incur at any time and arising in any manner out of an act, error or omission by the Companies.

1.12. Agent agrees to establish an Agent Center account at *www.priorityhealth.com*. At the Companies' Agent Center website, Agent will have access to group renewal information, commission statements, Priority Health news and agent updates. In addition, all process and procedure guidelines for establishing new groups, renewing existing groups or presenting Priority Health products to a group can be accessed.

1.13 Agent warrants that he/she has not been convicted of any criminal act involving dishonesty or breach of trust. Agent agrees to immediately inform the Companies of any conviction of the types described in the preceding sentence.

2. Commissions

2.1. In consideration of Agent's services in marketing the Fully-Funded Plans and the Insurance Plans, Priority Health or PHIC, as the case may be, will pay Agent a commission on a monthly basis (the "Commissions"). The Commissions shall generally be payable no later than 30 days after the end of the calendar month for which premiums are paid. The total Commissions payable to Agent shall be based on actual premium payments received. The Companies will not pay Commission on any premiums recovered through a collections process or as a result of legal action against a Group, including, but not limited to, the filing of a Proof of Claim in a bankruptcy proceeding.

2.2 Commissions shall be payable only so long as this Agreement is in effect and Agent is designated by the Group as the Agent of Record to receive the Commissions. Groups may elect to pay Agent directly, in which case, such Groups will so inform the Companies in writing (a "letter of instruction"), and the Companies will not pay the Commissions to Agent on behalf of such Groups. The Companies will have no liability for Commissions not paid to Agent if the Companies hold such a letter of instruction from a Group.

2.3. Commissions for marketing the Self-Funded Plans shall be payable on a case-by-case basis, as agreed by Agent, Group and PHMB or PHIC, as the case may be, in writing.

2.4. Commissions will be payable to the party designated on Attachment A. Agent shall complete and return the attached W-9 form to the Companies with this Agreement. The Companies will issue a Form 1099 at the end of the tax year to the party designated on Attachment A, in accordance with IRS regulations. If the Companies do not receive a W-9 form from Agent, the Commissions may be subject to backup withholding.

2.5. The Companies will publish the amount of standard Commissions payable for the various Plans on the Agent Center of the Priority Health website. The amounts of Commissions for the Agent's specific groups are reported on the agent commission statement, which is available online with appropriate security.

2.6. The commission schedule may be amended by the Companies at their sole discretion at any time upon 30 days prior written notice to Agent.

2.7. If the Companies pay Agent more than the amount due to Agent as Commission, the Companies will offset such overpayment against Agent's next Commission payment. If the Companies are unable to offset such overpayment, the Companies will send a notice of overpayment along with an invoice to Agent who will pay the balance owed to the Companies

within 30 days of receiving a notice of overpayment. Agent shall promptly notify the Companies if Agent becomes aware of an overpayment. Overpayments may arise several ways, including, but not limited to, retroactive disenrollment of members, termination of a Group for failure to pay premium, or the Companies' payment of an incorrect amount of Commission.

2.8. Agent shall notify the Companies of any payment Agent believes is owed by the Companies. Agent's notice to the Companies must be in writing and received within 90 days from the date of the commission statement in question. Agent will forfeit any underpaid commissions owing by Companies if Agent fails to timely notify Companies of a potential underpayment. Commission adjustments will be made retroactively up to 12 months .

3. Term and Termination

3.1. Term. The initial term of this Agreement shall be for one year from the effective date . This Agreement shall automatically renew at the end of the initial term and continue in effect for successive one year terms thereafter until terminated in accordance with Section 3.2.

3.2. Termination

3.2.1. Termination by Mutual Agreement. This Agreement may be terminated at any time upon written agreement of the parties.

3.2.2. Termination For Cause. This Agreement may be terminated for cause on the date specified in a written notice given by either party upon not less than 30 days' prior written notice. For purposes of this Agreement, a termination shall be "for cause" if it is based upon any material breach by a party of any of the terms of this Agreement.

3.2.3. Termination Without Cause. This Agreement may be terminated by either party without cause upon 60 days prior written notice.

3.2.4. Immediate Termination. The Companies may terminate this Agreement immediately at any time by notice to Agent in the event that

- (a) Agent's License is revoked, suspended or restricted, or Agent otherwise becomes unqualified to market the Plans in the State of Michigan; or
- (b) Agent has committed or attempted to commit fraud against the Companies or Individual(s) or has been dishonest about some important or material matter; or
- (c) Agent has committed theft, misappropriated money, or breached any fiduciary duty.

3.2.5. Agent Certification. If Agent does not comply with the Companies' agent certification program, if any, the Companies may terminate this Agreement at their discretion.

3.2.6. Immediate payment of sums. Agent shall immediately pay in cash any sums due to the Companies at the time of termination.

3.2.7. Return of Companies' Property. Agent shall return within five business days of the termination of this Agreement all property belonging to Companies as described below in paragraph 4.1 (Proprietary Information).

4. Proprietary Information.

4.1. Agent acknowledges that the Companies have developed certain symbols, trademarks, service marks, data, processes, plans, procedures and information which are proprietary information and trade secrets of the Companies (the "Proprietary Information"). At all times, both during Agent's performance of services pursuant to this Agreement and after the termination of this Agreement, Agent agrees not to use or permit the use of the Proprietary Information, except as expressly contemplated by this Agreement, without the prior written consent of the Companies. Agent shall cease or cause the cessation of any and all usage of the Proprietary Information and shall return any Proprietary Information, including all sales materials for the Plans, to the Companies immediately upon the termination of this Agreement.

5. Confidential Member Information.

5.1. The Companies and Agent acknowledge and agree that personal and medical information of the Companies' members ("Protected Health Information") is entitled to protection from disclosure beyond the requirements for Proprietary Information. The parties, therefore, agree that the obligations to protect the confidentiality of Protected Health Information shall remain in effect in perpetuity. Agent may release Protected Health Information only as permitted by the Business Associate Agreement addendum attached to this Agreement as Attachment C.

6. Disclaimer of Interest.

6.1. Agent covenants and agrees that any contracts between the Companies and the Groups are the exclusive property of the Companies and that Agent has no property or other interest whatsoever in such contracts.

7. Liability Insurance.

7.1. Agent shall obtain, and maintain in effect during the term of this Agreement, errors and omissions liability insurance (with a carrier and in an amount acceptable to the Companies) covering Agent while rendering services under this Agreement. Upon the Companies' request, Agent will furnish a certificate of insurance evidencing such coverage. The errors and omissions insurance will have minimum amounts of \$500,000 per occurrence/ \$1,000,000 in the aggregate.

8. Entire Agreement.

8.1. This Agreement, the agent application and all attachments and amendments to this Agreement shall constitute the entire agreement between the parties relating to the subject matter of this Agreement. Each party acknowledges that no representation, inducement, promise or agreement has been made, orally or otherwise, by another party, unless such representation, inducement, promise or agreement is embodied in this Agreement, expressly or by incorporation.

9. Amendment.

9.1. Either party may amend this Agreement upon written notice to the other if amendment is necessary in order to comply with applicable law. The Companies may amend this Agreement upon 30 days' prior written notice to Agent, unless Agent objects in writing within 15 days of the date the Companies sent the notice of amendment. If the Companies receive such a

timely objection, the Companies and Agent will make a good faith effort to resolve the objection. If the objection cannot be resolved to the mutual satisfaction of the parties, either party may terminate the Agreement upon 30 day's written notice to the other party.

10. Waiver.

10.1. Failure by the Companies to insist upon compliance with any provision of this Agreement at any time or under any set of circumstances shall not operate to waive or modify the provision or in any manner render it unenforceable as to any other time. No waiver of any terms or conditions of this Agreement shall be valid or of any force or effect unless contained in a written memorandum specifically expressing such waiver and signed by a person duly authorized by the Companies to consent such waiver.

11. Governing Law.

11.1. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of Michigan (without reference to any principles of conflicts of laws).

12. Captions.

12.1. Captions used in this Agreement are for the convenience of the parties only and are not intended to be used in the interpretation of this Agreement.

13. Invalid Provisions.

13.1. Any paragraph, sentence, phrase or other provision of this Agreement that is in conflict with any applicable statute or other law, or regulation will be considered, if possible, to be modified or altered to conform to that statute, law or regulation and, if not possible, to be omitted. The invalidity of any portion of this Agreement will not affect the remaining provisions of this Agreement.

14. No Third-Party Obligations.

14.1. The obligations of each party to this Agreement shall inure solely to the benefit of the other party, and no person or entity shall be a third-party beneficiary of this Agreement.

15. Notices.

15.1. Any notice or other communication to be given pursuant to this Agreement shall be in writing and shall be deemed to have been received by the party to whom it is addressed (a) three business days after it is deposited in the United States mail, postage prepaid, return receipt requested and addressed as follows or (b) one day after it is delivered personally or by email . Delivery shall be made to such other address as the receiving party has given notice pursuant to this Section.

15.2. If to the Companies:

Vice President, Sales & Client Services
Priority Health
1231 E. Beltline, NE
Grand Rapids, MI 49425-4501

If to Agent:

Any notices required under this Agreement shall be sent to the email or physical address given by Agent on the signature page below unless a written change of address notification is received from Agent.

16. Assignment.

16.1. The Companies may assign this Agreement to an affiliated or successor entity. This Agreement is personal to Agent and, therefore, Agent may not assign this Agreement.

17. Relationship of Parties.

17.1. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the Companies and Agent other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Except as this Agreement provides otherwise, none of the parties, nor any of their respective employees or agents, shall be construed to be the agent, partner, co-venturer, employee, or representative of the other.

18. Counterparts.

18.1. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

AGENT

**PRIORITY HEALTH
PRIORITY HEALTH MANAGED BENEFITS, INC.
PRIORITY HEALTH INSURANCE COMPANY**

Signature

Joan Budden

Joan Budden, Chief Marketing Officer

Dated: _____

Agent Information:

Social Security Number (required): _____

Agency Name (if applicable): _____

Address: _____

Telephone #: _____

Fax# _____

Agent email: _____

E & O Policy Information

Policy Amount
Per Occurrence \$ _____
Aggregate \$ _____

Policy Number	Policy Carrier	Effective Date	Expiration Date
_____	_____	_____	_____

ATTACHMENT A
COMMISSION SCHEDULE

The standard Commission Schedule may be found at The Agent Center at www.priorityhealth.com.

1. For Groups with less than 100 eligible employees, Priority Health and/or PHIC will pay to Agent the amounts posted on our website per employee per month (PEPM).
2. For Groups with more than 100 eligible employees, Priority Health or PHIC will collect commissions from Groups on behalf of their Agents, and then pass the money through to their respective Agents.
3. Retroactive additions and deletions of contracts will be recognized and adjusted up to 90 days from the date of the initial sale or most recent renewal date. The Companies reserve the right to collect Commission overpayments made to Agents as set forth in Section 2.7 of the Agreement.
4. The Companies will calculate the Commission based on actual premium payments received. The Companies will not pay Commission on any premiums recovered through a collections process or as a result of legal action against a Group, including, but not limited to, the filing of a Proof of Claim in a bankruptcy proceeding.
5. Commissions will not be paid for any time in which the Agent's Health and Life license is suspended or terminated.
6. Commissions will not be adjusted from one tier to another based on contract gains/losses, other than at renewal.

Commissions Will Not Be Paid For Any Month In Which The Companies Do Not Receive Premium.

COMMISSION CHECKS PAYABLE TO:

Agent Name: _____

SS #: _____

Agency Name: _____

EIN #: _____

If Commissions are paid to Agency and you terminate from the Agency, all future Commissions will be paid to Agency.

ATTACHMENT B
AGENT POLICIES

Priority Health and Priority Health Insurance Company (PHIC)
Policies for Fully Funded Insurance Plans

1. Establishing an Agent of Record - New Groups. A Group may name an Agent at the time of sale.

2. Groups with less than 100 employees will indicate the Agent of Record on the Group Application. Any agent of record letter received after the new group application has been received by Priority Health will not be recognized but will follow Section 4.3 below.

3. Groups with over 100 employees will provide Priority Health an Agent of Record letter. Agent of Record Letters must be written on company letterhead and signed by an authorized representative of the Group.

4. Establishing an Agent of Record - Existing Groups

4.1 Direct Groups.

If an existing Group does not currently have an Agent and sends Priority Health an Agent of Record letter, Priority Health will immediately recognize the Agent as Agent of Record. Priority Health will begin paying Commissions at the next billable month for groups with 2 - 99 eligible lives. Commissions will be payable on the first of the following month if the Agent of Record change is processed on or before the 10th of the month. If Priority Health receives an Agent of Record change after the 10th of the month, the change will be effective in ten days and payable in two months

4.2. Groups with an Existing Agent

If a Group currently has an Agent when Priority Health receives an Agent of Record letter, Priority Health will notify the current Agent in writing that a new Agent of Record letter has been received. Priority Health will allow the current Agent 10 days to obtain a rescission letter. If Priority Health does not receive a rescission letter from the Group within 10 days, Priority Health will change the Agent of Record on the 10th day after the original notice, with Commissions payable on the first of the following month if the Agent of Record change is processed on or before the 10th of the month. If Priority Health receives an Agent of Record change after the 10th of the month, the change will be effective in ten days and payable in two months.

4.3. Groups changing Agent within first 12 months

All Agents' Commissions will be protected from changes for the first 12 months of a new Group's coverage. If Priority Health receives a new Agent of Record letter in the first twelve months of a new Group's coverage, Priority Health will notify the current Agent as referenced above and make the changes to Commission at the next renewal date or 12 months, whichever is later. However, if the Agent referenced

above is associated with an agency at the effective date of the Group's coverage, the 12 month protection described above will be transferred to the agency and the agency will receive the commissions for any remaining months of the first 12 months of the Group's coverage. At no time will Priority Health release the name of an Agent to another Agent.

5. Group request to release information to Agent other than Agent of Record

If a Group asks Priority Health to release information about the Group to an Agent other than the Agent of Record, the Group must send Priority Health a letter authorizing such release. Priority Health will notify the existing Agent of Record that the Group has authorized Priority Health to release such information, unless the Group specifies in its letter that the existing Agent not be notified. Any release of information under this provision shall be effective for 90 days or until a new Release of Information or Agent of Record letter is received by Priority Health, whichever occurs first.

6. Former Priority Health Employees named as an Agent of Record

Priority Health will recognize an Agent of Record letter naming a former Priority Health employee upon receipt if the Group does not currently have an Agent of Record. If there is a current Agent of Record, Priority Health will not recognize the Agent of Record letter until 12 months after the Priority Health employee has terminated his/her employment with Priority Health.

ATTACHMENT B-2
AGENT POLICIES

Priority Health Managed Benefits, Inc. (PHMB)
Policies for Self Funded Products

1. Establishing an Agent of Record - New Groups

A Group may name an Agent at the time of sale. Agents must be or become licensed with the applicable reinsurance carrier.

2. Establishing an Agent of Record - Existing Groups

2.1 Direct Groups

If an existing Group does not currently have an Agent and sends PHMB an Agent of Record Letter, PHMB will immediately recognize the Agent as Agent of Record. PHMB will not pay Commissions, however, until the next renewal date unless the reinsurance contract is re-negotiated to add Commissions (subject to approval of Group), or Group directs PHMB to add Commissions to the Group's administration fee.

2.2 Groups with an Existing Agent

If a Group currently has an Agent when PHMB receives an Agent of Record letter, PHMB will notify the current Agent in writing that a new Agent of Record letter has been received. PHMB will allow the current Agent 10 days to obtain a rescission letter. If PHMB does not receive a rescission letter from the Group within 10 days, PHMB will change the Agent of Record on the 10th day after the original notice, with Commissions payable on the first of the following month if the Agent of Record change is processed on or before the 10th of the month. If PHMB receives an Agent of Record change after the 10th of the month, the change will be effective in ten days and payable in two months.

3. Group request to release information to Agent other than Agent of Record

If a Group asks PHMB to release information about the Group to an Agent other than the Agent of Record, the Group must send PHMB a letter authorizing such release. PHMB will notify the existing Agent of Record that the Group has authorized PHMB to release such information, unless the Group specifies in its letter that the existing Agent not be notified. Any release of information under this provision shall be effective for 90 days or until a new Release of Information or Agent of Record letter is received by PHMB, whichever occurs first.

4. Former Priority Health Employees named as an Agent of Record

PHMB will recognize an Agent of Record letter naming a former Priority Health employee upon receipt if the Group does not currently have an Agent of Record. If there is a current Agent of Record, PHMB will not recognize Agent of Record letter until 12 months after the Priority Health employee has terminated his/her employment with Priority Health.

ATTACHMENT C

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the “BAA”), is made a part of the Agent Agreement by and between Agent (“Business Associate”) and Priority Health and its subsidiaries, Priority Health Government Programs, Inc., Priority Health Insurance Company, and its affiliate Priority Health Managed Benefits, Inc. (collectively, “Priority Health”). It shall become effective the date of execution and shall serve as an exhibit to the Agent Agreement (the “Agreement”) that was simultaneously entered into between Business Associate and Priority Health.

In consideration for Business Associate’s access to and/or use of Protected Health Information for those purposes allowed by HIPAA and the HITECH Act consistent with the terms of the Agreement, Business Associate and Priority Health agree as follows:

1. Definitions. As used in the Agreement:

1.1. “Designated Record Set” shall mean a group of records maintained by or for Priority Health that is (i) the medical records and billing records about individuals maintained by or for Priority Health, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for Priority Health to make decisions about individuals. As used herein, the term “Record” means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Priority Health.

1.2. “Electronic Protected Health Information” means Protected Health Information transmitted by or maintained in electronic media.

1.3. “HIPAA” shall mean the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act, Public Law 104-191, and any amendments thereto.

1.4. “HIPAA Transaction” shall mean Transactions as defined in 45 C.F.R. §160.103 of the Transaction Standards.

1.5. “HITECH Act” means Subtitle D of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (42 U.S.C. §§ 17921-53).

1.6. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

1.7. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, as they exist now or as they may be amended.

1.8. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 C.F.R. §160.103, limited to the information created or received by Business Associate from or on behalf of Priority Health.

1.9. “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. §164.103.

1.10. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

1.11. “Security Standards” shall mean the Security Standards at 45 C.F.R. Parts 160, 162, and 164, as they exist now or as they may be amended.

1.12. “Transaction Standards” shall mean the Standards for Electronic Transactions, 45 C.F.R. 160 and 162, as they exist now or as they may be amended.

1.13. Terms used, but not otherwise defined, in the Agreement shall have the same meaning as those terms in 45 C.F.R. §§160.103 and 164.501.

2. Obligations and Activities of Business Associate.

2.1. Business Associate agrees that it shall not, and that its directors, officers, employees, contractors and agents shall not, use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

2.2. Business Associate shall develop, implement, maintain and use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by the Agreement.

2.3. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards in compliance with the HITECH Act and applicable provisions of the Security Standards (including 45 C.F.R. §§164.308, 310, 312, 316 and 164.530 (c)) and any other applicable implementing regulations issued by the U.S. Department of Health and Human Services, to preserve the integrity, confidentiality, and availability of and to prevent non-permitted use or disclosure of Protected Health Information transmitted by or maintained in electronic media. Business Associate will develop and implement written policies and procedures for these safeguards and will keep them current.

2.4. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of the Agreement.

2.5. Notification of Privacy or Security Breach

2.5.1. Breach Notification. Business Associate shall report, following discovery and without unreasonable delay, any “breach” of “unsecured Protected Health Information,” as these terms are defined in 45 C.F.R. § 164.402. In any event, Business Associate shall make such report within ten days. Business Associate shall cooperate with Priority Health in investigating the breach and in meeting the Priority Health’s obligations under the breach notification provisions of HIPAA (45 C.F.R. Part 164 Subpart D).

2.5.2. Privacy Breaches. With respect to any incident not subject to reporting under §2.5.1 of this Agreement, Business Associate shall promptly report to Priority Health any use or disclosure of Protected Health Information of which it becomes aware that is not permitted or required by this Agreement.

2.5.3. Security Breaches. With respect to any incident not subject to reporting under Sections 2.5.1 or 2.5.2 of this Agreement, Business Associate shall report to Priority Health any successful (a) unauthorized access, use, disclosure, modification, or destruction of Priority Health's Electronic Protected Health Information or (b) unauthorized interference with system operations in Business Associate's information system, of which Business Associate becomes aware. Business Associate shall, upon Priority Health's request, report to Priority Health any attempted, but unsuccessful (a) unauthorized access, use, disclosure, modification, or destruction of Priority Health's Electronic Protected Health Information or (b) unauthorized interference with system operations in Business Associate's information systems, of which Business Associate becomes aware.

2.6. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information agrees in writing to the same restrictions and conditions that apply through the Agreement to Business Associate with respect to Protected Health Information and Electronic Protected Health Information.

2.7. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to Priority Health, or at the request of Priority Health to the Secretary, in a time and manner designated by Priority Health or the Secretary, for purposes of the Secretary determining Priority Health's compliance with the Privacy Rule.

2.8. Business Associate agrees to document disclosures of Protected Health Information, and information related to such disclosures, as would be required for Priority Health to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §164.528. Business Associate agrees to implement an appropriate record keeping process that will track, at a minimum, the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure.

2.9. Business Associate agrees to provide to Priority Health or an Individual, in a time and manner designated by Priority Health, information collected in accordance with Section 2.8 of the Agreement, to permit Priority Health to respond to a request by an Individual for an accounting of disclosures of Protected Health Information during the six years prior to the date on which the accounting was requested, in accordance with 45 C.F.R. §164.528.

2.10. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of Protected Health Information, Priority Health shall have the right to control Business Associate's response to such request. Business Associate shall notify Priority Health of the request as soon as reasonably practicable, but in any event within two business days of receipt of such request.

3. Permitted Uses and Disclosures by Business Associate

3.1. General Use. Except as otherwise limited in the Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Priority Health, provided that such use or disclosure would not violate (i) the Privacy Rule or the HITECH Act if done by Priority Health or (ii) the minimum necessary policies and procedures of Priority Health.

3.2. Specific Use and Disclosure Provisions

3.2.1. Except as otherwise limited in the Agreement, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

3.2.2. Except as otherwise limited in the Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.2.3. Except as otherwise limited in the Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Priority Health as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).

3.2.4. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).

4. Obligations of Priority Health.

4.1. Priority Health shall notify Business Associate of any limitation(s) in the notice of privacy practices of Priority Health in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2. Priority Health shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3. Priority Health shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Priority Health has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4. Priority Health shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Priority Health, except as specifically allowed by Section 3.2 of the Agreement.

5. Term and Termination.

5.1. Term. The Term of the Agreement shall be effective as of the date it is executed, and shall terminate when all of the Protected Health Information provided by Priority Health to Business Associate, or created or received by Business Associate on behalf of Priority Health, is destroyed or returned to Priority Health, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

5.2. Priority Health's Termination for Breach. Upon Priority Health's knowledge of a material breach of the terms of the Agreement by Business Associate, Priority Health shall:

5.2.1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by Priority Health;

5.2.2. Immediately terminate the Agreement if Business Associate has breached a material term of the Agreement and cure is not possible; or

5.2.3. If neither termination nor cure is feasible, report the violation to the Secretary.

5.3. Business Associate's Termination for Breach. Upon Business Associate's knowledge of a material breach of the terms of the Agreement by Priority Health, Business Associate shall:

5.3.1. Provide an opportunity for Priority Health to cure the breach or end the violation and terminate the Agreement if Priority Health does not cure the breach or end the violation within the time specified by Business Associate;

5.3.2. Immediately terminate the Agreement if Priority Health has breached a material term of the Agreement and cure is not possible; or

5.3.3. If neither termination nor cure is feasible, report the violation to the Secretary.

5.4. Other Conditions Allowing for Immediate Termination. Notwithstanding anything to the contrary in the Agreement, Priority Health may terminate the Agreement immediately upon written notice to Business Associate, without any term of notice and/or judicial intervention being required, and without liability for such termination, in the event that:

5.4.1. Business Associate receives (i) a criminal conviction, (ii) is excluded, barred or otherwise ineligible to participate in any government health care program, including but not limited to Medicare, Medicaid, CHAMPUS or Tricare; (iii) is named as a defendant in a criminal proceeding for a violation of any information privacy and protection law; or (iv) is found to have or stipulates that it has violated any privacy, security or confidentiality protection requirements under any applicable information privacy and protection law in any administrative or civil proceeding in which Business Associate has been joined;

5.4.2. A trustee or receiver is appointed for any or all property of Business Associate;

5.4.3. Business Associate becomes insolvent or unable to pay debts as they mature, or ceases to so pay, or makes an assignment for benefit of creditors;

5.4.4. Bankruptcy or insolvency proceedings under bankruptcy or insolvency code or similar law, whether voluntary or involuntary, are properly commenced by or against Business Associate;

5.4.5. Business Associate is dissolved or liquidated.

5.5. Effect of Termination.

5.5.1. Except as provided in paragraph 5.4.2 of this section, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

5.5.2. In the event that return or destruction of the Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. Miscellaneous.

6.1. Assignment. No party may assign or transfer any or all of its rights and/or obligations under the Agreement or any part of it, nor any benefit or interest in or under it, to any third party without the prior written consent of the other party, which shall not be unreasonably withheld.

6.2. Survival. The respective rights and obligations of Business Associate under Section 5.5 of the Agreement shall survive the termination of the Agreement.

6.3. Interpretation. Any ambiguity in the Agreement shall be resolved to permit Priority Health to comply with the Privacy Rule, Security Standards, Transaction Standards, and HITECH Act.

6.4. Indemnification. Business Associate shall indemnify Priority Health for any and all claims, inquiries, costs or damages, including but not limited to any monetary penalties, that Priority Health incurs arising from a violation by Business Associate of its obligations hereunder. In turn, Priority Health shall indemnify Business Associate for any and all claims, inquiries, costs or damages, including but not limited to any monetary penalties, that Business Associate incurs arising from a violation by Priority Health of its obligations hereunder.

6.5. Exclusion from Limitation of Liability. To the extent that Business Associate has limited its liability under the terms of a separate agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude all damages to Priority Health arising from Business Associate's breach of its obligations relating to the use and disclosure of Protected Health Information.

6.6. Third Party Rights. The terms of the Agreement are not intended, nor should they be construed, to grant any rights to any parties other than Business Associate and Priority Health.

6.7. Entire Agreement. The Agreement constitutes the entire agreement of the parties with respect to the parties' compliance with federal and/or state health information confidentiality laws and regulations, as well as the parties' obligations under the business associate provisions of 45 C.F.R. parts 160 and 164. The Agreement supersedes all prior or contemporaneous written or oral memoranda, arrangements, contracts or understandings between the parties hereto relating to the same. The Agreement does not supersede any prior or

contemporaneous written or oral memoranda, arrangements, contracts or understandings between the parties hereto relating to the confidentiality of other Priority Health proprietary and/or confidential information that is not covered by the above laws relating to health information protection.

6.8. Electronic Transactions. Business Associate hereby represents and warrants that, to the extent that it is electronically transmitting any of the HIPAA Transactions for Priority Health, the form of such transmissions shall be in compliance with the Transaction Standards.

6.9. Minimum Necessary. Business Associate shall, if practicable, use, disclose, or request Protected Health Information in a limited data set, as that term is defined in 45 C.F.R. §164.514(e)(2). Otherwise, Business Associate shall request from Priority Health or a third party only the minimum amount of information necessary to perform services under the Agreement. Business Associate shall develop, implement, maintain and use policies and procedures to limit uses and disclosures of Protected Health Information to the minimum necessary to perform services under the Agreement. Business Associate shall determine what constitutes the minimum necessary Protected Health Information to accomplish the intended purpose of any disclosure and shall not rely on a request from a third party being for the minimum necessary, except as allowed by amendments to the Privacy Rule pursuant to the HITECH Act.

6.10. Injunctive Relief. Business Associate acknowledges and stipulates that its unauthorized use or disclosure of Protected Health Information while performing services pursuant to the Agreement would cause irreparable harm to Priority Health, and in such event, Priority Health shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages and injunctive relief, together with the right to recover from Business Associate costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of the Agreement.

6.11. Notice. Section 15 of the Agreement shall govern all notices required under this BAA.

6.12. Owner of Protected Health Information. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any Protected Health Information used or disclosed by or to Business Associate pursuant to the terms of the Agreement.

6.13. Amendment. This BAA shall be deemed automatically amended to conform with any applicable new or revised law, rules and regulations to which Priority Health is subject now or in the future including, without limitation, the Privacy Rule, Security Standards or Transactions Standards, and HITECH Act (collectively "Laws").

The remainder of this page is intentionally blank.

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “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/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.