

Nevada Medicare Sub-agent Appointment Checklist

To apply to become a SelectHealth-appointed sub-agent for Nevada, please return the following items:

COMPLETED AND SIGNED

- ☐ **SelectHealth Agent Appointment Application**
- ☐ **Sub-agent Agreement (Please return the entire agreement. Be sure to complete pages 1, 14, and 21)**
- ☐ **Current W-9 Tax Form**
- ☐ **EFT Request Form**
- ☐ **Commission Assignment Agreement**

INCLUDE A COPY

- ☐ **Nevada Insurance License**
- ☐ **E&O Insurance Certificate**
- ☐ **AHIP Certificate**
- ☐ **Digital headshot photo
(for SelectHealth internal use only)**

Return all materials to your agency/FMO.

Nevada Medicare Agent Appointment Application

Complete the application in full. Incomplete applications will be returned.

A. BUSINESS INFORMATION

Last Name _____ First Name _____ MI _____
Business Name _____
Business Street Address _____ Suite# _____
City _____ State _____ ZIP _____
P.O. Box _____ ZIP _____
Business Ph# (_____) _____ Fax# (_____) _____
Cell Ph# (_____) _____ E-mail Address _____

B. SHIPPING ADDRESS

Street Address _____
City _____ State _____ ZIP _____

C. PERSONAL INFORMATION

Home Street Address _____
City _____ State _____ ZIP _____
Home Ph# (_____) _____ SSN# _____
Spouse's Name (if applicable) _____

D. PROFESSIONAL INFORMATION

List any languages (other than English) that you speak fluently _____
Nevada Accident and Health Insurance License# _____
Issue Date ____/____/____ Expiration Date ____/____/____
National Producer Number (NPN): _____

Have you previously been appointed with SelectHealth? ☐ Yes ☐ No

List the names of the carriers with which you are currently appointed.

Have you ever been cited, fined, suspended, revoked, or refused a license by any state? ☐ Yes ☐ No

If yes, give state, month, and year: State _____ Month _____ Year _____

E. PROFESSIONAL REFERENCES

List two professional references that can attest to your honesty, professionalism, and ethical standards of practice.

Name _____ Ph# (_____) _____

Name _____ Ph# (_____) _____

List any professional associations to which you belong.

Name of Organization _____

Member Since _____ / _____ / _____

Name of Organization _____

Member Since _____ / _____ / _____

F. DISCIPLINARY ACTIONS

Have you ever been convicted of a felony involving dishonesty, breach of trust, or any insurance-related crime ("prohibited person")? This would include conduct such as making false statements to regulators, embezzling insurance funds, making false entries in books, or obstructing proceedings related to the business of insurance.

☐ Yes

☐ No

Have you ever had a complaint reported against you by a consumer or insurance carrier for any reason with any state insurance department or CMS?

☐ Yes

☐ No

Have you ever been fined for an insurance-related complaint or other insurance department action?

☐ Yes

☐ No

Have you ever been excluded from participating in a government healthcare program such as Medicaid or Medicare?

☐ Yes

☐ No

Have you ever been terminated for cause by any insurance carrier?

☐ Yes

☐ No

If you answered yes to any of the preceding questions, please provide complete background and detail of circumstances, paying particular attention to activities affecting interstate commerce. (If needed, you may attach another page).

G. SIGNATURE

I hereby certify that the information in this application is true and complete and that it fairly and accurately discloses all matters requested. I understand that any omissions, misrepresentations, or inaccuracies in this application constitute cause for denial of my appointment and/or may be cause for my summary dismissal as a SelectHealth-appointed agent.

Agent Signature _____ Date _____ / _____ / _____

SelectHealth, Inc.
Medicare Advantage Sub-agent/Agency Agreement

THIS AGREEMENT is made and entered as of the _____ day of _____, 20____,

between **SelectHealth, Inc.**, a Utah nonprofit corporation with principal offices in Salt Lake City, Utah,

plus **SelectHealth Benefit Assurance Company, Inc.**, a Utah corporation with its principal office in Salt

Lake City, Utah, collectively herein referred to as "SelectHealth" and

_____ (herein referred to as "Agency"), and

_____ (herein referred to as "Sub-agent"), with principal

offices in _____.

WITNESSETH

WHEREAS, SelectHealth is an insurer which administers a Medicare Advantage product (hereinafter "SelectHealth's MA Plan"); and

WHEREAS, Sub-agent is an insurance agent licensed to perform such services by the Nevada Division of Insurance, and designated as a Sub-agent by Agency, which provides supporting services; and

WHEREAS, Sub-agent desires to provide such services for SelectHealth (on SelectHealth's MA Plan) to help establish a relationship between SelectHealth and various individuals in exchange for commissions and other compensation as set forth herein;

NOW, WHEREAS, in consideration of the promises and mutual representations herein contained, the parties hereto agree as follows:

ARTICLE I APPOINTMENT

- 1.1 Appointment. SelectHealth hereby appoints Sub-agent, as a designated Sub-agent of Agency, who hereby accepts a nonexclusive, nontransferable right (without prior written approval of SelectHealth) to serve as a marketing agent for SelectHealth, authorized (subject to the limitations in this Agreement) to solicit, negotiate, sell, and service contracts for SelectHealth's MA Plan, provided that no such contract will take effect without CMS approval. This appointment is expressly made subject to the terms, conditions, limitations, and restrictions of this Agreement and is only in effect while Sub-agent is designated under Agency. This appointment is limited to the State of Nevada, but Sub-agent does not have any exclusive rights with regard to SelectHealth's MA Plan or services within such area.

In order to be continuously appointed, Sub-agent must acquire and maintain a SelectHealth specified level of production within the first full calendar year of appointment. Production will be evaluated on an annual basis. In the event Sub-agent does not meet SelectHealth's production requirements, SelectHealth may terminate this Agreement pursuant to Section 4.1 below.

- 1.2 Letters of Record. Sub-agent will become the agent of record for those enrollees who obtain coverage on SelectHealth's MA Plan through the assistance of Sub-agent as designated on the enrollment application. In the event that an enrollee expresses interest in updating or changing their agent of record, an agent may submit a new application for such enrollee(s) during the annual enrollment period. Such changes will take effect on the following January 1st and Agency will thereafter be eligible for renewal commissions for such enrollee(s). SelectHealth may initiate and will support change actions when an agent is involved with fraudulent activities or misrepresentations or is terminated by SelectHealth for cause, and SelectHealth will not pay an agent or agency involved in these types of activities after such a change
- 1.3 Sub-agents. If Sub-agent desires to be released from Agency, such change may only be made upon Sub-agent obtaining a signed release from Agency or obtaining some other signed

agreement between Agency and Sub-agent authorizing such result. A release request may not be submitted or granted between September 1 and December 31.

If there is a dispute or unwillingness on the part of Agency to release Sub-agent, and no other mutual written agreement addresses such release, then Sub-agent and related accounts will be released no later than 90 days from the date that SelectHealth receives a copy of Sub-agent's written request to the Agency for release, whether or not Agency agrees.

Sub-agent must notify SelectHealth at least 60 days prior to the effective date of the change when transferring from Agency to a direct appointment or another agency. Any notification received after 60 days prior to the effective date of the change will necessitate payment to the Agency until expiration of the 60-day notice period, and any settlements with Agency will be the responsibility of the Sub-agent.

- 1.4 Proxy Access. As a designated Sub-agent of Agency, Sub-agent authorizes SelectHealth to grant access to Sub-agent's online enrollment and billing information to Agency, including access to Sub-agent's LINK (agent portal) account. Agency proxy access will be terminated when Sub-agent affiliation with Agency ends pursuant to this Agreement. Agency agrees to immediately notify SelectHealth when any employee with proxy access terminates employment.

ARTICLE II QUALIFICATIONS, DUTIES, RIGHTS, AND LIMITATIONS

- 2.1 Qualifications. To qualify as a Sub-agent hereunder, Sub-agent must have and at all times maintain a valid and current license issued by the Department(s) of Insurance of the state(s) in which Agency is operating and selling SelectHealth's MA Plan. Sub-agent will not act as an agent for SelectHealth at any time when Sub-agent's license is terminated, lapsed, or suspended, regardless of the reason, and Sub-agent agrees to immediately notify SelectHealth any time that Sub-agent's license is terminated, lapsed, suspended, or otherwise not in effect. All persons required to be individually licensed to provide services through Sub-agent's office pursuant to this Agreement must be appropriately licensed, and Sub-agent agrees to require and to verify that each such person is appropriately licensed at all times and to terminate from acting under the authority of this Agreement any person not appropriately licensed.
- 2.2 Sub-agent Duties. To qualify for the commissions specified in Article III below, Sub-agent must continue as the agent of record for each enrollee.

Sub-agent agrees to provide a high level of customer service and support to Sub-agent's customers. As appropriate based on customer qualifications, Sub-agent agrees to actively and in good faith provide information on SelectHealth's MA Plan in regard to initial sales, customer support, and renewals. Sub-agent will indemnify SelectHealth in full against any loss of money or of property, including any incurred costs and/or expenses which SelectHealth sustains through any fraudulent or dishonest act or culpable negligence on Sub-agent's part or on the part of anyone working for Sub-agent, including but not limited to any acts identified in 2.4 below.

Sub-agent will at all times maintain the following insurance types and coverages:

- A. Comprehensive general liability insurance: \$1,000,000 per claim, \$2,000,000 annual aggregate;
- B. Privacy and data security breach insurance: \$1,000,000 per claim;
- C. Errors and omissions insurance: \$1,000,000 per claim; and
- D. Workers' compensation insurance: statutory limits, if applicable.

Sub-agent will provide evidence of such coverage to SelectHealth prior to selling SelectHealth's MA Plan. All such coverage will be maintained in force after such dates as long as this Agreement is in effect and until the expiration of the statute of limitations applying to each insured event, and Sub-agent's authority to act as an agent for SelectHealth will be suspended any time such coverage is not in effect.

Sub-agent agrees to abide by and conduct oneself with honesty and integrity, in accordance with guidelines that may be promulgated and modified by SelectHealth in SelectHealth's Agent Newsletter from time to time, and in all other respects according to law.

Sub-agent agrees to successfully complete any training required by SelectHealth or by applicable law within the required time frame. Failure to do so may result in termination of this Agreement pursuant to Section 4.1.

- 2.3 Rights. Sub-agent will have the right to use sales brochures, rate sheets, applications, certificates, and various other forms provided by SelectHealth to help Sub-agent perform marketing responsibilities. However, Sub-agent will not divulge proprietary information about SelectHealth and will strictly abide by the confidentiality provisions contained in this Agreement.
- 2.4 Limitations. As stated above, Sub-agent's appointment as an authorized agent is limited to the geographical region in which SelectHealth's MA Plan is offered, but Sub-agent will not have any exclusive rights with regard to SelectHealth's MA Plan within such area. Sub-agent will have no authority to make, alter, vary, or discharge contracts in the name of SelectHealth or to waive or modify any terms or conditions of the contracts proposed by SelectHealth, including but not limited to having no authority to modify or waive any eligibility or enrollment requirement or standard for any enrollee. Sub-agent agrees to indemnify SelectHealth if, solely as the result of representations made by Sub-agent to the customer or other conduct forbidden by this paragraph, SelectHealth is required to provide any coverage or to pay any claim or claims that would not otherwise be covered.
- 2.5 Compliance with Title 18, United States Code, Sec.s 1033 and 1034. As an express condition of this Agreement and Sub-agent's appointment as an agent for SelectHealth, Sub-agent certifies and agrees that none of Sub-agent's officers or employees has ever been convicted of a felony involving either dishonesty or a breach of trust, or any crime involving the business of insurance. Sub-agent further certifies and agrees that Sub-agent will, at the time of employment and periodically thereafter (not less often than annually), check all of Sub-agent's officers and employees to determine continued compliance with this paragraph. Sub-agent agrees that any officer or employee who is found to have been convicted of any such crime will not be involved in any way in any activities of any kind for SelectHealth, whether described in this Agreement or not, unless they have first been expressly granted authority to do so by the Department /

Commissioner of Insurance of the state in which Sub-agent is operating and selling SelectHealth's MA Plan. Sub-agent agrees to immediately notify SelectHealth if at any time any of Sub-agent's officers or employees is ever charged with or convicted of such a crime. Sub-agent understands that any violation of this paragraph will constitute grounds for immediate cancellation of this Agreement by SelectHealth.

- 2.6 Governmental Reporting Requirements. Agency agrees that SelectHealth is authorized to report to any and all state and/or federal governmental entities, divisions, and/or departments information concerning the Agency that is required by any state or federal law, rule, or regulation.

ARTICLE III COMPENSATION

- 3.1 Commissions. Provided that Sub-agent is in compliance with this Agreement, commissions will be paid by SelectHealth for sales of SelectHealth's MA Plan to enrollees. Commissions will only be paid in accordance with Medicare laws, rules, regulations, and CMS instructions. Payment of commissions will be made on or about the fifteenth of the month following the month in which SelectHealth receives the monthly premiums as set forth in Exhibit A, attached hereto and, by this reference, made a part of this Agreement. The methods of determining commissions payable hereunder are set forth in Exhibit A, which is attached hereto and is, by this reference, made a part of this Agreement. The schedule(s) of commissions will be reviewed annually and updated in accordance with applicable state and federal laws. Exhibit A may be amended by SelectHealth at any time upon at least 30 days prior written notice to Agency and Sub-agent.
- 3.2 SelectHealth Agent Newsletter - Policies and Procedures. Additional information on compensation and policies and procedures will be provided by SelectHealth to Agency and Sub-agent from time to time in the SelectHealth Agent Newsletter publication. Both Agency and Sub-agent will be bound by such information unless an objection is received by SelectHealth within 30 days after receipt of the publication.

ARTICLE IV TERM AND TERMINATION

- 4.1 Termination of Agreement and Appointment. This Agreement and Appointment will be for an initial term of one year, and will automatically renew from year to year unless terminated for any of the following:
- A. Upon 30 days advance written notice by either party for any reason, with or without cause (the parties agree that it will not be a breach of the implied covenants of good faith/fair dealing for either party to terminate this Agreement either with or without cause);
 - B. Upon written notice, if either party fails to comply with the terms or conditions of this Agreement and fails to cure the same within 30 days of receipt of written notice to cure, except for those things designated elsewhere as resulting in an immediate termination or suspension of this Agreement; or

C. Immediately, for any of the following events, either party may terminate this Agreement by giving the other party written notice of such termination:

- (1) the adjudication of either party to be bankrupt or insolvent;
- (2) the filing by either party for bankruptcy or insolvency;
- (3) the filing by either party for reorganization or readjustment under any law relating to insolvency or bankruptcy;
- (4) the appointment of a receiver with respect to all or substantially all of the property of either party;
- (5) any assignment by either party of its assets for the benefits of creditors;
- (6) the institution by either party of any proceedings for liquidation or the winding up of its business other than for purposes of reorganization, consolidation, or merger;
- (7) Sub-agent's failure to obtain and/or maintain errors and omissions liability insurance in force in amounts acceptable to us;
- (8) Sub-agent's loss or non-renewal of state licensure to sell and service insurance and other service contracts, or the institution of proceedings by any insurance department commissioner for the cancellation and/or revocation of such license;
- (9) failure to complete Medicare certification and training or failure to comply with applicable Medicare laws, rules, regulations, or CMS instructions;
- (10) employment of any person in violation of Section 2.1 of this Agreement; or
- (11) termination of Agency's separate appointment or agency agreement with SelectHealth.

D. Automatically upon the termination of Sub-agent's relationship with the Agency identified above.

The parties agree to promptly notify each other upon the occurrence of any of foregoing grounds for termination. The occurrence of either (7) or (8) or (9) or (10) above will cause the immediate, automatic suspension of Sub-agent's appointment under this Agreement.

4.2 Obligations of the Parties upon Termination. Upon termination of the Appointment and this Agreement, neither party will have any further obligations except as otherwise provided herein and for compensation payable for business already in place; provided, however, that no compensation will be payable following termination if the Sub-agent has engaged in dishonest or fraudulent activities in the sale of such business, when this Agreement has been terminated for cause, or when such compensation would be improper under applicable Medicare and/or insurance laws and regulations. Also, upon the death of the Sub-agent, compensation will continue for a period not to exceed the lesser of 90 days from date of death or until a letter of record is presented on such business, or until an authorized letter of purchase, merger or other transfer of SelectHealth business to the surviving and appropriately licensed and appointed agent or agency is provided. In no event will any compensation be paid for more than six months following the termination of this Agreement, unless or until proof of purchase, merger or otherwise transfer of SelectHealth business to another properly licensed and appointed agent or agency is provided.

Sub-agent is not permitted to write any new SelectHealth business after termination of this

Agreement until reappointed by SelectHealth. In addition, Agency will no longer be entitled to any override payments which stem from Sub-agent's business.

- 4.3 Continuously and Properly Licensed. Commissions will be payable, in accordance with Medicare laws, rules, and regulations, only so long as Sub-agent is (a) continuously and properly licensed and appointed, and (b) in compliance with this Agreement, and (c) continuously recognized as the agent of record to receive said commissions. Sub-agent may not transfer, assign or dispose of any interest he or she may have under this Agreement without prior written consent of SelectHealth.

ARTICLE V GENERAL TERMS

- 5.1 Applicable Law; Arbitration. This Agreement will be construed and interpreted in accordance with the laws of the State of Utah. Any and all disputes arising under this Agreement, if not resolved by informal means, will be submitted to binding arbitration pursuant to the Utah Arbitration Act, Section 78-31a-1 et seq. U.C.A. 1953, as amended. If any such arbitration action is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and all of its costs and expenses related to the arbitration, and such amount will be awarded and judgment entered thereon in addition to any other relief which may be awarded.
- 5.2 Assignments. Agency and Sub-agent have neither the power nor the right to assign or transfer this Agreement or Appointment or any right or commission or payment hereunder, or to delegate any duty under this Agreement, except as provided herein and only upon SelectHealth's advance written consent. Likewise, SelectHealth cannot assign this Agreement without prior written consent from Agency and Sub-agent.
- 5.3 Calendar Days. Unless stated otherwise, all periods of days referred to in this Agreement will be measured in calendar days.
- 5.4 Confidentiality. The parties agree that they will not divulge, furnish, or make accessible to anyone any trade secrets, or confidential or proprietary information of the other party, identified as such in writing, without the advance, prior written consent of the other.
- 5.5 Exhibits. The following Exhibits are hereby incorporated into this Agreement by reference:
- A. Exhibit A entitled, "Computation of Agent or Agency Commissions"
 - B. Exhibit B entitled, "Use and Disclosure of PHI"
 - C. Exhibit C entitled, "Medicare Advantage Requirements"
- 5.6 Force Majeure. Each party will be excused for failures and delays in performance of its respective obligations under this Agreement caused by declared or undeclared war, riots or insurrections, laws and regulations, strikes or lockouts, floods, fires, explosions, or other catastrophes beyond the control and without the fault of such party. This provision will not, however, release such party from using its best efforts to avoid or remove such cause, and such party will continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon

claiming any such excuse or delay for nonperformance, such party will give prompt written notice thereof to the other party. None of the bases for termination specified above may be considered as an excuse for performance under this paragraph.

5.7 Indemnification.

- A. Sub-agent will indemnify SelectHealth and hold SelectHealth (including its officers, directors, agents, and employees) harmless against any and all *liability* caused by Sub-agent's negligence, wrongful acts, omissions, or breach of any of its duties or obligations under this Agreement.
- B. SelectHealth will indemnify and hold Sub-agent (including its officers, directors, agents, and employees) harmless against any and all *liability* caused by SelectHealth's negligence, wrongful acts, omissions, or breach of any of its duties or obligations under this Agreement.
- C. The term *liability* as used in this Section 5 includes, but is not limited to, any of the following: (1) loss, claim for injury, claim for damage, judgment, settlement, fee, penalty, fine, and expense, including reasonable attorneys' fees; and (2) expenses incurred for breach notification, credit monitoring, failure to mitigate, and mitigation activities stemming from the indemnifying party's breach.
- D. The indemnified party agrees to (1) promptly notify the indemnifying party of any claim arising under this Agreement, (2) provide the indemnifying party with all necessary and appropriate information and assistance to defend or resolve the claim, and (3) allow the indemnifying party to control the defense, disposition, and resolution of the claim (but the indemnified party's counsel may participate in the defense and settlement discussions). Notwithstanding the foregoing, neither party may resolve a claim without the other party's written consent if the resolution includes any admission of fault of the other party, imposes or triggers any obligation binding the other party, or involves less than a full release and settlement of all claims against the other party.
- E. Even if Sub-agent indemnifies SelectHealth for a *liability*, SelectHealth will control breach notification, including credit monitoring and all mitigation activities related to breach notification that it performs and considers appropriate to the claim.

5.8 Modification of the Agreement. This Agreement contains the entire understanding of the parties. Except in the circumstances expressly stated in this Agreement, any cancellation, modification, or waiver of rights under this Agreement will be effective only if made in writing, signed by the party against whom enforcement is sought. No waiver of any particular breach or failure of performance of this Agreement will be construed as a waiver of any other rights under this Agreement or of any other similar breaches or failures of performance. No delay in acting with regard to any breach will be construed as a waiver of the breach.

5.9 Notices. Any notices will be sufficiently given if sent by registered or certified mail, postage prepaid, addressed or delivered as follows:

- A. To SelectHealth: Janica Blackhurst
SelectHealth, Inc.
P.O. Box 30192
Salt Lake City, Utah 84130-0192
- B. To Sub-agent: At the current address on file with SelectHealth
- C. To Agency: At the current address on file with SelectHealth

A party may change its address in writing to the other party. Any such notice will be deemed to have been given, if mailed by first class U.S. mail to the last known address as provided herein, on the fifth day after the date on which the notice is mailed.

- 5.10 Section Headings. The headings of Articles and Sections herein are used for convenience and ease of reference and will not limit the scope or content of the Articles or Sections.
- 5.11 Severability. In the event that any provision of this Agreement will become or be unenforceable, invalid, void or voidable, the same will be limited, construed or, if necessary, eliminated to the extent necessary to remove such defect and the remaining provisions will continue to bind the parties as though the unenforceable, invalid, void or voidable part were not a part of the Agreement.
- 5.12 State and Federal Laws. The parties recognize that this Agreement at all times is subject to applicable state, local and federal laws. The parties further recognize that this Agreement will be subject to amendments in such laws and regulations as are applicable. Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this Agreement or that would cause one or both of the parties to be in violation of law, will be deemed to have superseded the terms of this Agreement; provided, however, that the parties will exercise their best efforts to accommodate the terms and the intent of this Agreement to the greatest extent possible consistent with the requirements of law.
- 5.13 Medicare Advantage Requirements. Sub-agent and SelectHealth agree to be bound by the Medicare Advantage requirements attached hereto as Exhibit C.
- 5.14 Medicare Advantage Training. Sub-agent agrees to complete and abide by any training and/or obligations required by SelectHealth of its agents, including any training or requirements needed to access or use any SelectHealth programs to administer SelectHealth's MA Plan.
- 5.15 Successors in Interest. Subject to the foregoing provision on assignability, this Agreement will inure to the benefit and be binding upon the parties, their successors, trustees, assigns, receivers, and legal representatives, and will not inure to the benefit of any other third person, firm, or corporation.
- 5.16 Superseding Effect. This Agreement supersedes all oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the matters contained herein.

- 5.17 Taxes and Duties. The commissions and other fees as specified herein are exclusive of any taxes, duties or other tariffs imposed by any governmental agencies upon Sub-agent. Sub-agent and Agency are liable for any and all such taxes, duties, or tariffs, including, but not limited to, state and local sales, use, and property taxes, exclusive of taxes based upon SelectHealth's income, if any.

ARTICLE VI

CONFIDENTIALITY AND SECURITY OF MEMBER DATA

- 6.1 Definitions. For purposes of this Agreement, the following terms have the following meanings:

"Applicable Laws" means the laws that govern the creation, use, disclosure, access, and maintenance (collectively, "Use") of PHI. Those laws include, but are not limited to, HIPAA, GLB, and the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act (HITECH) and the accompanying regulations.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and regulations promulgated thereunder by the U.S. Department of Health and Human Services.

"GLB" means the Gramm-Leach-Bliley Act of 1999 (15 U.S.C.6801 through 6820) and Utah Administrative Code R590-206, Privacy of Consumer Financial and Health Information Rule.

"Protected Health Information" or "PHI" means the Protected Health Information described in Exhibit C of this Agreement that SelectHealth discloses to Sub-agent or that Sub-agent creates or receives on behalf of SelectHealth.

Terms capitalized in this Article VI and Exhibit C have the meanings set forth in the Applicable Laws and this Agreement.

- 6.2 Applicable Law. Sub-agent will comply with all Applicable Laws.
- 6.3 Access. Sub-agent will limit access to PHI to the minimum necessary to perform the purposes described in Exhibit C and will not Use PHI outside the United States. Sub-agent is prohibited from de-identifying or aggregating PHI unless specifically permitted in Exhibit C.
- 6.4 Use. Sub-agent may only Use PHI for those purposes described in Exhibit C of this Agreement and to carry out Sub-agent's legal responsibilities ("Permitted Uses"). Any other use must be approved by SelectHealth in writing and in advance of the use. This Agreement prohibits any Use of PHI beyond the Permitted Uses (collectively "Prohibited Uses").
- 6.5 Safeguards. Sub-agent will use all appropriate administrative, physical, and technical safeguards to prevent any Prohibited Use and any Security Incident. Appropriate safeguards include measures reasonably calculated to prevent Prohibited Uses and Security Incidents, such as, at a minimum, restricted area-access, locked areas, and password-protected computer access.

- 6.6 Subcontractors. Sub-agent will enter into a written contract with each agent and subcontractor receiving PHI under this Agreement and will keep a copy of each contract for six years after the contractual relationship between Sub-agent and that agent or subcontractor ends. Each contract will bind the agent or subcontractor to do the following:
- A. To agree to the same terms that apply to Sub-agent's use and disclose of PHI under this Agreement;
 - B. To report to Sub-agent as soon as possible, but no later than within five days, after it knows of a Prohibited Use or Security Incident (the report must include at least the same information that Sub-agent is required to provide to SelectHealth under Section 6.8 of this Agreement);
 - C. To mitigate, to the extent practicable and as soon as possible, any harmful effect from a Prohibited Use or Security Incident that is known to Sub-agent; and
 - D. To implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the PHI and to prevent Security Incidents.

Sub-agent will maintain, for at least six years after the relationship terminates, a list of all disclosures to agents or subcontractors as provided in Section 6.7 of this Agreement. Upon request, Sub-agent will provide SelectHealth a list of Sub-agent's subcontractors and agents that perform any services under this Agreement.

- 6.7 Accounting of Disclosures. Sub-agent will keep a record of all Disclosures of PHI as required by Section 45 C.F.R. 164.528, as amended. Sub-agent will provide a Disclosure Accounting to SelectHealth within 15 days of receiving a request from SelectHealth.

6.8 Reporting and Mitigating.

- A. Reporting Duties. Sub-agent will report to SelectHealth as soon as possible, but no later than five days, after Sub-agent knows of a Prohibited Use or a Security Incident. For reporting purposes under this Section 6.8, Sub-agent does not need to report as a Security Incident any unsuccessful attempt to gain access to the PHI. Examples of unsuccessful attempts to gain access to the PHI include, but are not limited to, pings, and other broadcast attacks on Sub-agent's firewall, port scans, log-on attempts, denials of service, and any combination of the above. This reporting duty does not relieve Sub-agent in any degree of its duty to safeguard the PHI and to prevent any Prohibited Use and any Security Incident.
- B. Content of Report. The report of a Prohibited Use or Security Incident will include at least the following information:
 - (1) the date of the Prohibited Use or Security Incident;
 - (2) if PHI was disclosed or accessed, the name, address, and phone number of each entity and person who disclosed, accessed, or received the PHI;
 - (3) if a Security Incident occurred, details about who may have caused the Security Incident and how it occurred;

- (4) a description of the PHI accessed, used, or disclosed;
 - (5) a brief statement of the circumstances of the Security Incident or of the circumstances and the purposes of the Prohibited Use; and
 - (6) the corrective action Sub-agent took or will take to prevent a continuing or similar Prohibited Use or Security Incident.
- C. Mitigating. Sub-agent will mitigate to the extent practicable and as soon as possible, any harmful effect known to Sub-agent of a Prohibited Use or Security Incident. Sub-agent will preserve forensic evidence relating to a Prohibited Use and to a Security Incident.
- D. Investigation. Sub-agent will cooperate with SelectHealth in any investigation of a Prohibited Use or Security Incident.

6.9 Books and Records.

- A. Audit. SelectHealth has the right to review all of Sub-agent's records relating to Sub-agent's compliance with this Agreement. SelectHealth may exercise that right at least once each year. Additionally, from time to time, SelectHealth may request an attestation of Sub-agent's compliance with this Agreement and Applicable Laws. If SelectHealth requests that attestation, Sub-agent will provide it within 15 days of SelectHealth's request. SelectHealth will provide the form of the attestation described above. Under this Article 6, the term *records* includes, but is not limited to, all documentation, policies, agreements, logs, procedures, and internal audits relating to this Agreement. SelectHealth will give Sub-agent at least five business days' advance notice of a review and will conduct the review at Sub-agent's place of business during normal business hours.
- B. Government Access. Sub-agent will make available to the Secretary of the Department of Health and Human Services all records requested by the Secretary or the Secretary's designee. Neither Sub-agent nor SelectHealth waives any attorney-client, accountant-client, or other legal privilege or confidentiality as a result of this Section 6.9.B.

6.10 Requests to Access or Amend PHI.

- A. Requests to Access or Amend. If the services under this Agreement require Sub-agent to maintain a Designated Record Set, Sub-agent might receive a request from a person to inspect, copy, or amend PHI. If that happens, Sub-agent will not release PHI to that person, or amend the PHI as requested, but will forward that request in writing to SelectHealth within five days of receiving it. SelectHealth will determine how to respond to each request.
- B. SelectHealth Requests. Within five business days of SelectHealth's request for PHI, Sub-agent will provide the requested PHI to SelectHealth.

6.11 Termination.

- A. If SelectHealth determines that Sub-agent has violated any provision of this Article 6, SelectHealth may (1) immediately terminate this Agreement or any services associated with

this Agreement, or (2) give Sub-agent a period of up to 30 days to cure the violation, which is a breach. SelectHealth will notify Sub-agent in either event.

- B. Upon termination, Sub-agent will return or destroy all PHI and will not retain, nor allow any of its agents or subcontractors to retain any PHI in any form (including de-identified or aggregated data derived from the PHI). Further, Sub-agent will certify in writing to SelectHealth that Sub-agent (including its agents and subcontractors) has returned or destroyed all PHI. But, if SelectHealth agrees that the return or destruction of PHI is infeasible and determines that Sub-agent's plan to safeguard the confidentiality and security of the PHI is acceptable, SelectHealth may permit Sub-agent to retain the PHI for the specific and limited purpose that makes return or destruction of the PHI infeasible.
- C. Sub-agent's duty to destroy PHI, as stated in Section 6.11.B, above, includes, but is not limited to, the following obligations: (1) destroying all copies of PHI including back-up tapes and other electronic back-up medium, and (2) destroying all electronic PHI in any form by "clearing" (which requires making a minimum of 3 passes, "purging," or "physically destroying," that PHI in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-88 or in another manner approved in advance by SelectHealth.
- D. SelectHealth's remedies under this Section are cumulative, and the exercise of any particular remedy does not preclude the exercise of any other remedy. Additionally, SelectHealth may exercise the remedies in this Section notwithstanding any other provision of this Agreement and without limiting its rights and remedies available in this Agreement and under applicable law.

6.12 SelectHealth's Right to Injunctive Relief. Sub-agent understands and agrees that SelectHealth has a fiduciary responsibility to protect the confidentiality of information about its members. If Sub-agent should disclose any information contrary to the terms of this Agreement, SelectHealth's damages would be substantial, but difficult to prove (e.g., loss of trust in SelectHealth among its members). Consequently, SelectHealth shall be entitled to obtain injunctive and other mandatory judicial relief against Sub-agent to restrain and prevent any threatened, likely or possible use or disclosure in any manner contrary to the terms of this Agreement of any PHI. Sub-agent understands and agrees that other remedies would be inadequate, due to SelectHealth's fiduciary responsibility to protect the confidentiality of its members' information. This remedy is in addition to any other legal or equitable remedies to which SelectHealth may be entitled.

6.13 Ownership of Information. SelectHealth owns and retains ownership of all information, including but not limited to PHI, it discloses to Sub-agent under this Agreement. Sub-agent acquires no title or right under this Agreement to any information, including but not limited to any de-identified or aggregated PHI.

6.14 Legally Required Disclosure. Sub-agent will preserve forensic evidence relating to each Prohibited Use and to each Security Incident. Also, Sub-agent will notify SelectHealth in writing at least 15 days before providing the PHI to any third party under a judicial or governmental request, and will cooperate with SelectHealth, as SelectHealth reasonably requests, in seeking a protective order or limiting the effect of that disclosure.

6.15 Amendment of this Agreement. Sub-agent understands and agrees that SelectHealth may need to amend this Agreement from time to time in order to ensure SelectHealth's compliance with Applicable Law, including HIPAA and GLB. Sub-agent agrees to allow SelectHealth to amend this Agreement in order to comply with HIPAA and GLB by providing Sub-agent a written copy of such amendment 30 days prior to the effective date of the amendment. If Sub-agent disagrees with any such amendment, Sub-agent must notify SelectHealth in writing within 30 days of receipt of SelectHealth's amendment. If Sub-agent and SelectHealth cannot agree on an amendment within 30 days thereafter, either party may terminate this Agreement on written notice to the other.

6.16 Survival. This Section 6 shall survive termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which is effective as of the _____ day of _____, 20____.

SELECTHEALTH: By: _____
Janica Blackhurst
Director, Agent Relations

AGENCY: By: _____
Signature

Typed or printed name: _____

Title: _____

SUB-AGENT: By: _____
Signature

Typed or printed name: _____

EXHIBIT A

COMPUTATION OF AGENT COMMISSIONS - 2019

1. The parties understand and agree that all payment of commissions will only be made in accordance with Medicare laws, rules, regulations, and CMS instructions.
2. SelectHealth will compensate Agent for each enrollee for which Agent is the agent of record as follows:

Initial Year with SelectHealth

New to SelectHealth Advantage and unlike plan (i.e., PDP to MAPD) changes

	Utah/Idaho	Nevada
Electronic Enrollments (Submitted through SelectHealth's Broker Portal): For enrollees that are new to SelectHealth Advantage with no previous Medicare Advantage (indicated by "NONE" on CMS's Agent Broker Compensation Report)	\$480.00 lump sum payment the month coverage begins	\$480.00 lump sum payment the month coverage begins
Paper Enrollments: For enrollees that are new to SelectHealth Advantage with no previous Medicare Advantage (indicated by "NONE" on CMS's Agent Broker Compensation Report)	\$240.00 lump sum payment plus \$20.00 per month beginning the month coverage begins	\$240.00 lump sum payment plus \$20.00 per month beginning the month coverage begins
All Other Initial Enrollments: For enrollees that are new to SelectHealth Advantage with Unlike coverage (indicated by PDP or cost plan on CMS's Agent Broker Compensation Report)	\$40.00 per month beginning the month coverage begins	\$480.00 pro-rated lump sum payment based on the month coverage begins

Initial or Renewal Year Coming to SelectHealth

MAPD/MA (i.e. Plan to Plan) to SelectHealth coming from another MA/MAPD Plan

	Utah/Idaho	Nevada
For enrollees that are new to SelectHealth Advantage that are coming from another MA/MAPD Plan (indicated by "MA" or "MAPD" on CMS's Agent Broker Compensation Report)	\$20.00 per month beginning the month the coverage begins	\$240.00 pro-rated lump sum payment beginning the month the coverage begins

Renewal Year Staying with SelectHealth

	Utah/Idaho	Nevada
For enrollees remaining with SelectHealth from year to year	\$20.00 per month beginning on the month coverage begins	\$20.00 per month beginning on the month coverage begins

3. The commissions described herein apply to SelectHealth's MA Plan enrollments beginning January 1, 2019.
4. Agent must be in compliance with the terms of the Agreement to receive both initial year and renewal year commission payments.
5. The parties agree and understand that CMS regulates commissions.
6. Agent agrees and understands that all commissions are paid at the renewal rate unless CMS notifies SelectHealth that the enrollee is an initial "new" enrollee. Initial year payment rates are paid on new enrollees to SelectHealth's MA Plan as well as enrollments into SelectHealth's MA Plan from a different plan type.
7. Payments will begin on the month following the month in which the enrollee's plan becomes effective and CMS confirms the status of the enrollee. Payment for any given month will be made approximately on or before the fifteenth (15th) day of the following month.
8. Renewal year commission payments will be made pursuant to the Agent Agreement and will be paid as long as the member remains active on the plan.
9. As described above, Agent understands that SelectHealth will pay a lump sum, up-front commission for applications that are submitted electronically for enrollees that are new to SelectHealth Advantage with no previous Medicare Advantage (indicated by "NONE" on CMS's Agent Broker Compensation Report).
10. SelectHealth and Agent acknowledge and agree that SelectHealth is required to recover, and Agent will refund, any payments made to Agent for enrollees who disenroll from SelectHealth's MA Plan within the first three (3) months of enrollment and any other time an enrollee is not enrolled in SelectHealth's MA Plan. However, SelectHealth will not recover, and Agent is not required to refund, any payments made to Agent when an enrollee disenrolls within the first three (3) months due to the following circumstances: (1) disenrollment from Medicare Part D due to other creditable coverage (as defined under applicable law) or due to institutionalization (as defined under applicable law); (2) the enrollee gains/drops employer/union sponsored coverage; (3) the enrollee drops coverage due to a CMS sanction against the SelectHealth MA Plan or termination of SelectHealth's contract with CMS; (4) during the Medigap trial period; (5) to coordinate with the Part D enrollment periods; (6) to coordinate with an SPAP; (7) the enrollee becomes dually eligible

for both Medicare and Medicaid; (8) the enrollee qualifies for another plan based on special needs; (9) the enrollee becomes LIS eligible; (10) the enrollee qualifies for another plan based on a chronic condition; (11) the enrollee moves into or out of an institution; (12) due to an auto or facilitated enrollment; (13) the enrollee is involuntarily disenrolled due to death, moving out of the service area, non-payment of premium, loss of entitlement, retroactive notice of Medicare entitlement, contract violation, or SelectHealth's MA Plan nonrenewal or termination; or (14) when the enrollee moves to a plan with a five-star rating.

11. Agent agrees that it will not charge any enrollee a marketing fee outside of the approved premium.

EXHIBIT B

USE AND DISCLOSURE OF PHI

This Exhibit sets forth the permitted uses and disclosures of PHI by Sub-agent pursuant to *Article VI - Confidentiality and Security of Member Data* - of the Sub-agent/Agency Agreement. This Exhibit may be amended from time to time as provided for in Section 6.15 of the Agreement.

1. Definitions.

“Claims Experience Information” includes the following information on individual claims: the diagnosis code(s) on the claim, the total amount paid on the claim, a description of the prognosis of the individual who received the services billed for on the claim (e.g. whether the individual is likely to require additional services for the diagnosis for which the claim was submitted), and the Group ID (which can indicate the individual’s place of employment, whether or not the individual is on COBRA, whether the individual is a salaried or hourly employee, and the individual’s plan type.) This information does not include any identifiable information listed in Title 45 of Code of Federal Regulations, Section 164.514(b)(2)(i) (e.g. member number, subscriber number, claim number, member name, member address, member phone number, and member birth date) other than an individual’s location of employment. The claim attributes, as well as the range of individual claims that SelectHealth will disclose to Sub-agent will be determined at the discretion of SelectHealth.

“Plan Sponsor” is defined as defined at Section 3(16)(B) of ERISA, 29 U.S.C. 1002(16)(B). Generally, this is an employer or employee organization (e.g. union).

“Identifiable Information” is information that identifies an individual or with respect to which there is a reasonable basis to believe the information can be used to identify an individual.

“Enrollment Information” is information requested on an enrollment form produced by SelectHealth or a plan sponsor.

“Underwriting Information” is information requested on a SelectHealth underwriting risk assessment questionnaire, Claims Experience Information from another health insurer, or other information about the health status of an individual.

“Protected Health Information” or “PHI” is Protected Health Information (as defined by HIPAA) that SelectHealth discloses to Sub-agent or that Sub-agent creates or receives on behalf of SelectHealth and includes Claims Experience Information, Enrollment Information, Underwriting Information, and any other Identifiable Information maintained by SelectHealth that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium.

2. PHI that SelectHealth will disclose to Sub-agent. SelectHealth will disclose to Sub-agent, Claims Experience Information and Enrollment Information for groups produced by the Sub-a, if information is available and at the discretion of SelectHealth. SelectHealth will disclose other PHI

(e.g. status of individual claims, appeals and grievance related information, etc.) to Sub-a in SelectHealth's sole discretion and only to the extent necessary for Sub-agent to assist the member to whom the PHI pertains.

3. PHI that Sub-agent may collect for SelectHealth. Sub-agent may collect Enrollment Information and Underwriting Information for SelectHealth. Sub-agent may not collect any other Identifiable Information on behalf of SelectHealth.
4. Disclosures of PHI by Sub-agent. Sub-agent may:
 - A. Disclose Claims Experience Information to the Plan Sponsor of the group health plan that incurred the claims for the purposes of allowing the Plan Sponsor to (1) shop for replacement coverage and get meaningful bids from prospective issuers and (2) to decide whether or not to change the benefits under a group health plan or whether or not to terminate a group health plan.
 - B. Disclose Enrollment Information to the Plan Sponsor and SelectHealth for enrollment related functions.
 - C. Disclose Underwriting Information only to SelectHealth for underwriting purposes.
5. Maintenance and Use PHI by Sub-agent/Agency. Subject to Article 6 of the Agreement, Sub-agent may maintain copies of PHI and use this information in order to verify that it accurately transmitted the information. Sub-agent may also use and disclose enrollment information to SelectHealth and the plan sponsor in order to address questions related to the enrollment process.

EXHIBIT C

MEDICARE ADVANTAGE REQUIREMENTS

Agent and SelectHealth agree to be bound by the following:

1. Regulatory Requirements. Agent agrees to comply with all applicable Medicare laws, regulations, and Centers for Medicare and Medicaid Services (“CMS”) instructions.
2. Audit. Notwithstanding anything to the contrary contained in the Agreement, the Department of Health and Human Services (“HHS”), the Comptroller General, or their designees have the right to audit, evaluate, collect, and inspect any pertinent information including books, contracts, computer or other electronic systems, including medical records and documentation related to SelectHealth’s contract with CMS. The foregoing right to inspect, evaluate, collect, and audit any pertinent information exists for 10 years from (1) the final date of SelectHealth’s contract period with CMS, or (2) from the date of completion of any audit, whichever is later. Also, the foregoing right is applicable to Agent as well as any other first tier, downstream, or related entity. Agent shall make available to SelectHealth, government agencies, and their designees its premises, physical facilities, and equipment to accommodate periodic auditing as described in this paragraph. In addition, if this the Agreement is determined to be subject to the provisions of Section 952 P.L. 96-499, which governs access to books and records of subcontractors of services to Medicare hospitals where the cost or value of such services under the contract exceeds \$10,000 over a twelve 12-month period, then Agent agrees to permit representatives of the Secretary of the Department of Health and Human Services and of the Comptroller General, in accordance with criteria and procedures contained in applicable federal regulations, to have access to its books, documents, and records as necessary to verify the cost of services provided under the Agreement. Agent will immediately notify SelectHealth if Agent receives a request for access to books, documents, and/or records from any of the parties named in this section.
3. Confidentiality and Privacy. Agent will safeguard enrollees’ privacy and confidentiality and ensure the accuracy of enrollees’ health records. In addition to any privacy related provisions contained within the Agreement, Agent agrees to abide by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information. Agent further agrees to safeguard the privacy of any information that identifies a particular enrollee and have procedures that specify: (1) for what purposes the information will be used within the Agent organization, and (2) to whom and for what purposes it will disclose the information outside the Agent’s organization. Also, Agent will ensure that medical information is released only in accordance with applicable Federal or State law or pursuant to court orders or subpoenas, maintain records and information in an accurate and timely manner, and ensure timely access by enrollees to the records and information that pertain to them.
4. Enrollee Liability. Agent will not hold enrollees liable for the payment of any fees that are the legal obligation of SelectHealth. In no event, including, but not limited to, non-payment by

SelectHealth, SelectHealth’s insolvency or breach of the Agreement, shall Agent bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against an enrollee, or person other than SelectHealth acting on an enrollee’s behalf.

5. CMS Contractual Obligations. Agent and SelectHealth agree that the services and obligations provided under the Agreement are consistent and comply with SelectHealth’s contractual obligations with CMS. Also, SelectHealth and Agent agree that any services or other activity performed by a first tier, downstream, or related entity in accordance with a contract or written agreement are and will be consistent and comply with SelectHealth’s contractual obligations with CMS.
6. Delegated Responsibilities. The parties acknowledge that SelectHealth maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with CMS, and that SelectHealth is ultimately accountable for any activity or responsibility under its contract with CMS that is delegated. The parties acknowledge and agree that SelectHealth has only delegated to Agent those activities and responsibilities under its contract with CMS that have been specifically identified and delegated in the Agreement, or a separate delegation agreement (“Delegated Activities”). Agent and any downstream and related entities or transferees shall perform all Delegated Activities in a manner consistent with applicable federal laws and regulations, SelectHealth’s contract with CMS, CMS instructions and any delegation agreement entered into with SelectHealth. All Delegated Activities shall be monitored and audited by SelectHealth on an ongoing basis. SelectHealth and Agent acknowledge that SelectHealth is ultimately accountable for any Delegated Activities and shall have the right to revoke any Delegated Activities or take corrective action against Agent in the event Agent and any downstream and related entities or transferees are not satisfactorily performing their obligations related to the Delegated Activities or Agent is failing to submit regular or required reports to SelectHealth on the Delegated Activities in accordance with the terms of the Agreement, applicable federal laws, rules and regulations, CMS instructions, SelectHealth’s contract with CMS or the delegation agreement. SelectHealth may immediately terminate any delegation agreement upon Agent failing to satisfactorily perform its obligations.
7. Federal Funds. Agent acknowledges that it is receiving federal funds from SelectHealth and is subject to laws and regulations applicable to individuals/entities receiving federal funds.

SelectHealth:

Agent:

Signature

By: Janica Blackhurst

Title: Director of Agent Relations

Date: _____

Signature

By: _____

Title: _____

Date: _____

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

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.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% 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, payments made in settlement of payment card and third party network transactions, 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 instructions for Part II 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 *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. 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 line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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 SSA 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. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. 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, 4, or 5 below indicates 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 line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations 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*, earlier.

***Note:** The 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, 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft 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. commonwealths and 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.

EFT Request Form

A. AGENT/AGENCY INFORMATION

Agent/Agency _____

Agent/Agency ID # _____

Please choose one of the following options:

☐ Elect EFT Payments

☐ Change EFT Information

B. BANKING INFORMATION

I (we) authorize SelectHealth to initiate credit entries to my (our):

☐ Checking Account

☐ Savings Account

Name on Account _____

Account # _____

Name of Financial Institution _____ Routing/
Transit # _____

If you need assistance locating your account or routing number, please refer to a check (see sample below) or contact your financial institution.

SAMPLE CHECK

Check#	Routing & Transit#	Account#
00 1099	1 2400494 1	183940 1923

IMPORTANT NOTICE: It is the applicant's responsibility to ensure that the information provided on this form is complete and accurate. SelectHealth will not be responsible and shall be held harmless for errors made in EFT payments that are a result of inaccurate or incomplete information provided on this form. In no event and under no circumstances will the liability of SelectHealth exceed the amount of the EFT payments in question.

Account Owner or
Authorized Official Signature _____ Date _____

Print Name _____ Title _____

C. FOR INTERNAL USE ONLY

Approved by (Signature) _____

Reviewed By (Signature) _____

Frequently Asked Questions

WHAT IS EFT?

Electronic Funds Transfer (EFT) is a method of transferring payments electronically from SelectHealth directly into an agent/agency's checking or savings account.

HOW DO I ENROLL IN EFT?

To enroll in EFT, you must complete an EFT Request Form, available on SelectHealth Link or by contacting SelectHealth Agent Relations at the number or email listed below. To protect the privacy of your financial information, please send completed forms via secure email to **agent.relations@selecthealth.org** or mail to:

SELECTHEALTH
Agent Relations
P.O. Box 30192
Salt Lake City, Utah 84123

WHEN SHOULD I EXPECT MY FIRST DEPOSIT?

Depending on when SelectHealth receives your completed form, you can expect to receive your first payment by the next payment cycle or the one thereafter.

WILL I CONTINUE TO RECEIVE A COMMISSION STATEMENT ONCE I BEGIN RECEIVING EFT PAYMENTS?

SelectHealth will continue to generate your commission statements. Your statement will be available online via SelectHealth Link two to five days after your account is credited with the funds.

WHAT HAPPENS IF MY ACCOUNT INFORMATION CHANGES?

In the event that your account information changes, you will need to submit another signed and completed SelectHealth EFT request form with your updated information per the instructions above (see: *How Do I Enroll in EFT?* section).

Questions? Contact Agent Relations at **801-442-4909** or **agent.relations@selecthealth.org**.



MEDICARE AGENT COMMISSION ASSIGNMENT AGREEMENT

_____("Assignor") assigns and transfers to
_____("Assignee") all rights, title, and
interest in and to all first year and renewal commissions and other compensation which accrues to
the Assignor with respect to commissions earned under the SelectHealth Agent Agreement, effective
_____/_____/_____, and entered into between Assignor and SelectHealth.

This Assignment is made for the purpose of vesting in the Assignee absolute title to said commissions. Notwithstanding this Assignment, SelectHealth, its successors, and assigns, have the right to offset against Assignor's commissions, any indebtedness of the Assignor which SelectHealth, its successors, and assigns, would have been authorized to deduct from or offset against if this Assignment had not been made. It is agreed and understood that this Assignment is for commission purposes only and recognizes that this transfer does not apply to the SelectHealth appointment or contract between the above stated parties.

SelectHealth, its successors, and assigns, are authorized and directed to pay any and all assigned commissions directly to the Assignee.

Assignor acknowledges that SelectHealth makes no representations regarding, and is not responsible for, the tax consequences, if any, of this Assignment. Assignor agrees to protect, defend, and indemnify and hold harmless SelectHealth and its officers, employees, staff, and attorneys from and against any and all liability, claims, demands, fines, causes of action, penalties, judgements, and damages, including court costs and attorney's fees, and judgements in connection with or arising out of the actions or failure to act, that SelectHealth might be subject to as the result of honoring the Assignment contained in this document.

SelectHealth, its successors and assigns, may rely upon any receipt, release or waiver or any transfer or other instrument executed by the Assignee alone, purporting to affect this Assignment or any rights hereunder.

Executed at _____ on this _____ day of _____ 20 _____

By _____

Assignor Signature

ASSIGNEE INFORMATION

Name _____ Tax ID# _____

Address _____

City _____ State _____ ZIP _____

Commissions Contact Person _____

Ph# (_____) _____ E-mail Address _____

COMMISSION ASSIGNMENT ACKNOWLEDGED (TO BE COMPLETED BY SELECTHEALTH ONLY)

We are honoring this assignment as a service to you. You need to be aware the enforceability of this agreement in a court of law is between you and the party to whom commissions have been assigned. SelectHealth, therefore, assumes no responsibility for the validity or effect of any such assignment.

Signature _____ Date _____/_____/_____

EXAMPLE



MEDICARE AGENT COMMISSION ASSIGNMENT AGREEMENT

AGENT/BROKER NAME _____

("Assignor") assigns and transfers to

AGENCY NAME _____

("Assignee") all rights, title, and

interest in and to all first year and renewal commissions and other compensation which accrues to the Assignor with respect to commissions earned under the SelectHealth Agent Agreement, effective ____/____/____, and entered into between Assignor and SelectHealth.

This Assignment is made for the purpose of vesting in the Assignee absolute title to said commissions. Notwithstanding this Assignment, SelectHealth, its successors, and assigns, have the right to offset against Assignor's commissions, any indebtedness of the Assignor which SelectHealth, its successors, and assigns, would have been authorized to deduct from or offset against if this Assignment had not been made. It is agreed and understood that this Assignment is for commission purposes only and recognizes that this transfer does not apply to the SelectHealth appointment or contract between the above stated parties.

SelectHealth, its successors, and assigns, are authorized and directed to pay any and all assigned commissions directly to the Assignee.

Assignor acknowledges that SelectHealth makes no representations regarding, and is not responsible for, the tax consequences, if any, of this Assignment. Assignor agrees to protect, defend, and indemnify and hold harmless SelectHealth and its officers, employees, staff, and attorneys from and against any and all liability, claims, demands, fines, causes of action, penalties, judgements, and damages, including court costs and attorney's fees, and judgements in connection with or arising out of the actions or failure to act, that SelectHealth might be subject to as the result of honoring the Assignment contained in this document.

SelectHealth, its successors and assigns, may rely upon any receipt, release or waiver or any transfer or other instrument executed by the Assignee alone, purporting to affect this Assignment or any rights hereunder.

Executed at **YOUR LOCATION** _____ on this _____ day of _____ 20 _____

By **YOUR SIGNATURE** _____

Assignor Signature

ASSIGNEE INFORMATION

Name **AGENCY INFORMATION** _____ Tax ID# _____

Address _____

City _____ State _____ ZIP _____

Commissions Contact Person _____

Ph# (_____) _____ E-mail Address _____

COMMISSION ASSIGNMENT ACKNOWLEDGED (TO BE COMPLETED BY SELECTHEALTH ONLY)

We are honoring this assignment as a service to you. You need to be aware the enforceability of this agreement in a court of law is between you and the party to whom commissions have been assigned. SelectHealth, therefore, assumes no responsibility for the validity or effect of any such assignment.

Signature **DO NOT SIGN - FOR SELECTHEALTH ONLY** _____ Date ____/____/____