



Harvard Pilgrim
HealthCare

Agent Contracting Checklist

To expedite the contracting process, please follow the steps below:

Step 1: Complete and Sign the Following Items:

- Producer Information Sheet** *(required)*
Be sure to indicate if contracting as an individual or corporation
- Business Associate Confidentiality and Non-Disclosure Agreement**
Sign and return Page 4 *(required)*
- Agent Agreement** *(required)*; sign and return last page
- EFT/Direct Deposit Authorization** *(optional)*
Include Copy of Voided Check or Deposit Slip
- W-9** *(required)*
- Copy of State License(s)** *(required)*
- Copy of E&O Certificate – minimum \$1,000,000 coverage** *(required)*

Step 2: Return completed contracting material to us via email or fax:

Email: contracting@garityadvantage.com
Fax: 339-469-8155
Mail: GarityAdvantage Agencies
17 Accord Park Drive, Suite 107
Norwell, MA 02061

Questions? Call 800-234-9488



Producer Information Sheet

APPOINTMENT TYPE: **Individual** **Corporation (Principal Only)**

Agent Information:

Broker/Agent Name: LAST: _____ FIRST: _____ MI: _____

Broker/Agent SSN: _____ Birth Date (mm/dd/yyyy): _____

Tax ID (if applying as a corporation): _____

Business Address:

Company Name: _____

Street Address 1: _____

Street Address 2: _____

City: _____ State: _____ Zip Code: _____

Business Telephone Number: _____ Ext: _____

Fax Number: _____ Mobile Number: _____

E-mail Address: _____

Home Addresses:

Street Address 1: _____

Street Address 2: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____

License Information: Please attach copies of all licenses

Resident State: _____ License # _____

Non-Resident State: _____ License # _____



Producer Information Sheet

Background Information:

Please provide answers to the following questions: If you answer "Yes" to questions 1 or 2 please provide a written explanation.

1. Have you ever been fined suspended, placed on probation, paid administrative costs, entered into a consent order, been issued a restricted license or otherwise been disciplined or reprimanded, or are you currently under investigation by any insurance department, the NASD, SEC or any other regulatory authority?
 YES NO

2. Have you ever been convicted or plead guilty or nolo contendere (no contest), served any probation, paid any fines or court costs, had charges dismissed through any type of first offender or deferred adjudication or suspended sentence procedure, or are any charges currently pending against you for any offense other than a minor traffic violation?
 YES NO

3. Have you ever filed for bankruptcy?
 YES NO

4. Are you currently indebted to any insurance company, general agent or managing general agent?
 YES NO

5. Do you currently have errors and omissions insurance?
 YES (attach a copy) Name of Carrier: _____ Exp. Date: _____
 NO Errors and Omissions Insurance

Signature: _____ Date: _____

BUSINESS ASSOCIATE CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This agreement (Agreement) is made as of this ____ day of _____, 2012, by and between Garity Associates Brokerage Insurance Agency, Inc. (Company) on behalf of itself and one or more of its affiliated entities and _____ (Contractor).

In consideration of receiving certain confidential and sensitive information from Company, Contractor hereby agrees as follows;

1. Privacy and Security of Sensitive Information. Contractor understands and acknowledges that it may receive from, or create or receive on behalf of, Company or its affiliates (references to "Company" in this Agreement shall include its affiliates, as applicable). Protected Health Information, as defined under the privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPPA), and/or nonpublic personal information, as defined under the Gramm-Leach-Bliley Act and implementing regulations (GLB), during the performance of its obligations under this Agreement and any other service agreement between the parties.
 - a. Except as otherwise specified herein, Contractor may use or disclose Protected Health Information received from or created or received on behalf of Company (PHI) and nonpublic personal information received from or created or received on behalf of Company (Personal Information) to perform functions, activities or services for, or on behalf of, Company as specified in this Agreement, provided that such use or disclosure would not violate the HIPPA privacy regulations, GLB or other federal or state privacy laws applicable to Company, if done by Company.
 - b. With regard to its use and/or disclosure of PHI or Personal Information, Contractor hereby agrees and represents and warrants to Company that Contractor shall;
 - i. not use or further disclose any PHI or Personal Information other than as permitted by this Agreement or required by law;
 - ii. at all times, maintain and use appropriate safeguards to prevent uses or disclosures of any PHI or Personal Information other than as permitted by this Agreement or required by law;
 - iii. ensure that any subcontractor or agent to whom it provides any PHI or Personal Information agrees in writing to the same conditions and restrictions that apply to Contractor with regard to the PHI or Personal Information, including, without limitation, all of the requirements of this Agreement.
 - c. With regard to its use and/or disclosure of PHI, Contractor hereby agrees and represents the warrants to Contractor shall;
 - i. report promptly to Company any use or disclosure of any PHI or which it becomes aware that is not permitted by this Agreement;
 - ii. mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement;

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- iii. in the time and manner designated by Company, make available PHI in a Designated Record Set to Company, or as directed by Company, to an individual, in order for Company to respond to individuals' requests for access to information about them in accordance with the HIPAA privacy regulation in the time and manner designated by Company, make any amendments or corrections to the PHI in a Designated Record Set that Company directs in accordance with the HIPAA privacy regulation;
 - iv. in the time and manner designated by Company, document such disclosures of PHI and information related to such disclosures as would be required for Company to respond to a request by an individual for an accounting of disclosures of PHI in accordance with the HIPAA privacy regulations;
 - v. in the time and manner designated by Company, make available to Company, or as directed by Company, to an individual, the information documented in accordance with subsection (v) above, to permit the company to respond to a request by an individual for an accounting of disclosures, in accordance with the HIPAA privacy regulations;
 - vi. in the time and manner designated by Company or the Secretary of the United States Department of Health and Human Services (HHS) make its internal practices, books and records relating to the use and disclosure of PHI available to Company or to the Secretary of HHS for purposes of determining Company's compliance with the HIPAA privacy regulations.
- d. Each term and condition of this Agreement required by HIPAA and/or GLB shall be effective on the compliance date applicable to Company, or this Agreement, under the HIPAA privacy regulation and/or GLB, respectively.
- e. As used in this Agreement, the "HIPAA Security Rule" means the Security Standards published on February 20, 2003 at 68 Fed. Reg. 8334 *et seq.* (45C.F.R. Parts 160,162 and 164 as hereafter amended, and "EPHI" means electronic PHI as defined in the HIPAA Security Rule that is created, received, maintained or transmitted by or on behalf of Company or its affiliates. With regard to its use and/or disclosure of IPHI, effective no later than the compliance date applicable to Company under the HIPAA Security Rule (April 20,2005), Contractor shall , at its own expense;
- i. implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that Contractor creates, receives, maintains or transmits on behalf of Company;
 - ii. ensure that any and all of Contractor's subcontractors or agents to whom Contractor provides EPHI agree in writing to implement reasonable and appropriate safeguards to protect such EPHI;
 - iii. report promptly to Company any security incident (as defined in 45 CFR Section 164.304) of which Contractor becomes aware;
 - iv. Company or its designee may, in its discretion from time to time, audit and verify Contractor's compliance with the terms of this subsection (e). Contractor shall provide the data, records, information and access to its systems and personnel as necessary or appropriate for Company or its designee to perform such audits and verifications without additional charge.

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- f. Contractor agrees to defend, indemnify and hold harmless Company against any and all claims, liabilities, judgments or damages asserted against, imposed upon or incurred by Company that arise out of any violation of this Agreement.
 - g. Contractor shall return or destroy all PHI and/or Personal Information as set forth in subsection (i) or (ii) Below, whichever is applicable;
 - i. except as provided for in subsection below, upon the termination of this Agreement for any reason, Contractor shall return to Company or destroy all PHI and/or Personal Information, and retain no copies in any form whatsoever. This provision shall apply to PHI and/or Personal Information that is in the possession of subcontractors, vendors or agents of Contractor;
 - ii. In the event that Contractor determines that returning or destroying the PHI and/or Personal Information is infeasible, Contractor shall provide to Company notification of the conditions that make return or destruction infeasible. If Company agrees that return or destruction of PHI and/or Personal Information is infeasible and further agrees that the Contractor shall maintain such PHI and/or Personal Information, Contractor shall extend the protections, limitations and restrictions of this Agreement to such PHI and/or Personal Information and limit further uses and/or disclosures of such PHI and/or Personal Information to those purposes that make the return or destruction of the PHI and/or Personal Information infeasible, for so long as Contractor maintains such PHI and/or Personal Information; provided that such uses and/or disclosures of PHI and/or Personal Information shall never exceed those uses and/or disclosure permitted or required under this Agreement. If Company does not agree that return or destruction of PHI and/or Personal Information is infeasible or, if for any other reason, Company does not agree to that Contractor shall maintain such PHI and/or Personal Information, Contractor shall return or destroy such PHI and/or Personal Information in accordance with subsection (i) above.
 - h. Unless otherwise specified in this Agreement, all capitalized terms in this Section not otherwise defined have the meaning established for purposes of Title 45 parts 160, 162 and 164 of the United States code of Federal Regulations, as amended from time to time. References to PHI shall be deemed to also refer to EPHI, as applicable;
 - i. The terms and conditions of this Agreement required by HIPAA shall be construed in light of any applicable interpretation of and/or guidance on the HIPAA privacy regulation and HIPAA Security Rule issued by HHS from time to time. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Company to comply with applicable laws and regulations.
2. Termination Contractor agrees that this Agreement and Contractor's access to any PHI and/or Personal Information hereunder may be terminated by Company upon written notice to Contractor in the event that Company determines in its sole discretion that Contractor has violated any material term of this Agreement. Alternatively, Company may choose to provide Contractor with written notice of the existence of an alleged material breach of this Agreement and afford Contractor an opportunity to cure said breach upon mutually agreeable terms. Failure to cure, or a determination by the Company that cure is not practicable or possible, shall be grounds for the immediate termination of this Agreement. If and to the extent

requested by Garity Associates after termination pursuant to this Section, and in addition to any other post-termination rights of Company, Contractor shall assist Company in transitioning such services and any related PHI or other data to Company or a third party designated by Company. The provisions of Sections 1 and 4 of this Agreement shall survive any termination of this Agreement for as long as Contractor maintains or has access to PHI or Personal Information.

3. Amendments This agreement contains the entire agreement between the parties regarding PHI and/or Personal Information and cannot be altered or amended unless agreed to by both parties in writing. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Company to comply with the requirements of HIPAA, the HIPAA privacy regulations, the HIPAA Security Rule, GLB and other federal and state privacy, security and consumer rights laws and regulations applicable to Company. Contractor agrees to cooperate with and assist Company in order for Company to meet its obligations under applicable privacy and security laws and regulations.
4. Remedies. Contractor acknowledges that Company's remedies at law for any breach of Contractor's obligations under this Agreement would be inadequate, and therefore agrees that in the event of a breach or threatened breach of any of Contractor's obligations hereunder, Company shall be entitled to injunctive relief compelling specific performance of, or other compliance with, the terms of this Agreement, which shall be in addition to all other remedies available to Company at law in equity or otherwise. Nothing in this Agreement shall confer upon any person other than the parties hereto any rights, remedies, obligations or liabilities whatsoever, or any legal, equitable or beneficial interests.
5. Waiver. No failure or delay by Company in exercising any right, power or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.
6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of (Minnesota) applicable to contracts executed in and to be performed in that state.
7. No Assignment. Any assignment of this Agreement by Contractor without Company's prior written consent shall be void.

Executed this ____ day of _____, 20__.

Signature

Signature

CONTRACTOR NAME

Brian Garity
Garity Associates Brokerage Insurance Agency, Inc.

Title: _____

Title: **President**

Date: _____

Date: _____

AGENT AGREEMENT

This AGENT AGREEMENT (this "Agreement") is made and entered into this day of _____, 20____, by and between Garity Associates Brokerage Insurance Agency, Inc. ("The Company") and _____ ("Agent") to engage in the sale of Medicare Supplement Plans ("The Products") offered by Harvard Pilgrim Healthcare ("The Carrier").

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, it is agreed as follows:

ARTICLE ONE

1.1 **Duties of Agent.** Agent shall:

- a. Before promoting or marketing the Products and on an annual basis thereafter, attend all training required by the Company and be certified by the Company as having completed all training required by the Company, it being specifically acknowledged and agreed by Agent that no compensation shall be paid under this Agreement unless such training has been completed and such certification is received prior to the policy being written. Agent shall promote to each prospective Member only those Products for which the prospective Member is qualified to enroll and which Agent in good faith believes meets the needs of the prospective Member.
- b. Hold and maintain, in good standing, any license, certification or registration (collectively, "license") required to perform Agent's duties under this Agreement in each state where Agent promotes and markets the Products, and immediately notify the Company of (i) any expiration, termination, suspension, or other action affecting such license, and (ii) any disciplinary proceedings against Agent or against any of Agent's principals, partners, shareholders, directors, officers or employees relating to any license issued to any such person by a regulatory authority.
- c. Promote the Products and solicit and procure applications from interested and eligible beneficiaries using the Company's designated marketing materials and application forms, including, without limitation, the collection of information designated by the Company to process enrollments and the transmission of enrollment information to the Company in a manner specified by the Company (for example, utilizing an Internet-based enrollment facility, via electronic file transmission or via facsimile transmission) and in compliance with standards and requirements that may be established by the Company.
- d. Strictly comply with the Company's policies and procedures relating to promoting and marketing the Products to eligible beneficiaries, including the following:
 - i. Agent will complete all training required by the Company for the promotion and marketing of the Products, and will comply with all policies therein;
 - ii. Agent shall not make representations with respect to the nature or scope of the benefits of enrollment in the Products except in conformity with the written guidelines and marketing materials furnished by the Company to Agent for that purpose;
 - iii. Agent shall have no authority to, and will not purport to, make any oral or written alteration, modification, or waiver of any of the terms or conditions applicable to enrollment in the Products;

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- iv. Agent shall make no payments or gifts in violation of Medicare Laws and Regulations and applicable federal and state laws and regulations to any eligible beneficiaries or any Members;
- v. Agent shall ensure that all information on Agent's solicited applications is completely filled in by the eligible beneficiary applicant or by Agent in the applicant's presence or by the applicant's legal representative in his or her presence.
- e. Generally endeavor to promote the interests of the Company as contemplated by this Agreement; and conduct itself so as not to affect adversely the business or reputation of itself or the Company.
- f. As applicable, inform prospective Members how premium payments for the Products are to be made, as prescribed by the Company and consistent with CMS requirements and applicable state and federal laws.
- g. Timely pay to the Company all monies which may be or become due to it by reason of advances or loans or overpayments to Agent or otherwise.
- h. Use best efforts to keep Members enrolled in the Products by providing prompt service to Members.
- i. Promptly report to the Company any complaints or inquiries of which it becomes aware (and the facts relevant thereto) to or from any governmental authority regarding Agent or the Company; and fully cooperate with, promptly respond to any requests for information from, and provide assistance to the Company and the Company's designees, as reasonably requested by the Company, on any complaints or inquiries received relating to Agent or the Company.
- j. Comply with the HIPAA Business Associate Addendum attached hereto as **Exhibit B** and incorporated herein.
- k. Comply with and meet the performance requirements which the Company may establish from time to time; it being acknowledged and agreed by Agent that failure to comply with and meet such performance requirements may result in termination of this Agreement.
- l. To the extent that Agent, directly or indirectly, has any arrangements with any subcontractors to perform any services in connection with this Agreement, ensure that any such subcontractors perform in compliance with the terms and conditions of this Agreement. If a subcontractor is performing services in a manner which is not in compliance with the terms and conditions of this Agreement, or upon the Company's request, Agent shall terminate any relationship with any such subcontractor.

1.2 **Limitations on Authority.** Notwithstanding any other provision in this Agreement, Agent has no authority to nor shall it represent itself as having such authority to nor shall it do any of the following;

- a. Hold itself out as an employee, partner, joint venture or associate of the Company.
- b. Hold itself out as an agent of the Company in any manner, or for any purpose, except as specified in this Agreement.

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- c. Alter, modify, waive or change any of the terms, rates or conditions of any advertisements or other promotional literature, receipts, policies or contracts of the Company in any respect.
- d. Insert any advertising in respect to the Company or the Products in any publication whatsoever, distribute any promotional literature or other information in any media, or use the logo/service marks of the Company without prior written authority of the Company.
- e. Transfer or sell the business of the Agent created by this Agreement without the Company's prior written consent which shall not be unreasonably withheld, it being acknowledged and agreed by Agent that such business belongs exclusively to the Company.

- 1.3 **Relationship of Parties.** Agent is an independent contractor and nothing contained in this Agreement shall be construed to create an employer and employee relationship between the Company and Agent. The Company shall not be bound or liable for any actions taken or representations made by Agent beyond the scope or in violation of this Agreement. Agent shall be responsible for all taxes on compensation earned by it under this Agreement. Agent shall be responsible for providing any and all insurance coverages it is required to provide for itself, or for any of its employees, by law. Except as provided in this Agreement, Company does not control the time, place or manner of Agent's activities. Each party shall be solely responsible for and shall hold the other party harmless against any obligation for payment of wages, salaries, other compensation (including all state, federal, and local taxes and mandatory employee benefits) or insurance and voluntary employment-related or other contractual or fringe benefits as may be due and payable by the party to or on behalf of such party's employees and other contractors. Neither party shall use the trademarks or trade names of the other party except as specifically contemplated by this Agreement. Agent shall not advertise using the name of Company without the express written approval of Company.
- 1.4 **Litigation.** Agent shall not initiate litigation in any dispute between Agent and any prospective or existing Member without the prior written consent of the Company, which consent may be withheld by the Company for any or no reason. If any legal action is brought against either party hereto, or against both parties jointly, by reason of any alleged act, fault or failure of Agent in connection with its activities hereunder, the Company may require Agent to defend such action, or, at its sole option, the Company may defend such action and expend such sums as may be reasonable therefor, including reasonable attorneys' fees, and Agent shall be chargeable therewith as well as with any amounts which may be recovered against the Company by judgment, settlement or otherwise in any such action, which amount Agent shall pay to the Company on demand.
- 1.5 **Indemnification.** Agent shall defend, indemnify and hold the Company harmless from and against any and all injuries, claims, demands, liabilities, suits at law or in equity or judgments of any nature whatsoever which the Company, its employees, representatives or third parties may sustain or incur by reason of any act, neglect or default of Agent in connection with the performance of this Agreement.

ARTICLE TWO
COMPENSATION WHILE AGREEMENT IS IN EFFECT

- 2.1 **Compensation to Agent.** Except as set forth in Sections 2.2 and 2.3 below, the Company will pay Agent the compensation in accordance with the Agent Compensation Schedule attached as **Exhibit A**, and Agent agrees that following terms and conditions shall apply;
- a. Agent shall receive compensation only on business submitted to the Company directly by the Agent or through the General Agent. Agent shall accept the compensation as set forth on the Agent Commission Schedule as compensation in full for all services performed and for all expenses incurred by Agent for the promotion and sale of the Products. In all cases where Agent's claim to compensation is disputed or is otherwise questionable, the Company shall have the right, in its sole and absolute discretion, to decide and settle the dispute. The decision of the Company shall be final, binding, conclusive and not subject to appeal.
 - b. The Company may, at any time, increase or decrease the compensation payable as specified on the Agent Commission Schedule, and may set the compensation payable on any or all additional products which are added to the Agreement by furnishing to Agent written notice. Notwithstanding the foregoing, any change in the compensation payable shall not be retroactive, and shall apply only to products sold by Agent on or after the effective date specified in the written notice, which effective date shall be at least thirty (30) days after the date on which such written notice is furnished to Agent.
 - c. All compensation due to Agent under this Agreement shall be based on the enrollment of Members in a Product the Company, as the case may be;
 - i. Deductions for Non-Enrollment. If the Company, in its sole discretion, elects to pay any compensation to Agent prior to receiving confirmation of the enrollment of a Member and the individual does not, in fact, enroll, Agent shall promptly refund such compensation paid to Agent and attributable to such individual. The Company may deduct such compensation from amounts otherwise owed by the Company to Agent ;
 - ii. Deductions for Termination within first 6 months. If a Member voluntarily disenrolls from Plan within ninety (180) days of enrollment, and the Company has paid any compensation to Agent for such Member, Agent shall refund such compensation paid to Agent and attributable to such Member. The Company may deduct such compensation from amounts otherwise owed by the Company to Agent and shall provide Agent with information supporting the amount of any such deductions taken pursuant to this provision.
 - d. The Company may offset and deduct any compensation which would otherwise be due and payable to Agent by any amounts the Company determines were inappropriately or fraudulently paid to Agent by the Company previously in violation of this Agreement.
 - e. The Company, in its sole discretion, may from time to time provide additional compensation to Agent in the form of monetary or non-monetary incentives earned based on performance (e.g., sales contests). The terms and conditions under which such additional compensation can be earned shall be provided to Agent in writing, and all such incentive programs shall be administered in compliance with Medicare Laws and Regulations and all applicable state and federal laws and regulations.

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- 2.2 **Compensation by General Agent.** Agent acknowledges and agrees that certain General Agents that contract with the Company may be responsible for compensating Agent, and in such cases, the Company shall have no responsibility to compensate Agent for Products marketed through such General Agents. In such cases, Agent shall look solely to the General Agent for compensation for the marketing and promotion of the Products, and Agent acknowledges and agrees that under no circumstances shall Agent have any claim against the Company for any compensation or any other payment whatsoever in connection with Agent's activities in connection with the Products marketed through such General Agents.
- 2.3 **Responsibility for Indebtedness to Company.** Agent shall be responsible for and agrees to reimburse and indemnify the Company for (i) any unearned or improperly or mistakenly paid commissions and (ii) any obligation or any sum which may be due and payable to the Company by Agent under this Agreement (collectively, "Indebtedness"). Agent grants the Company a first lien in and to all compensation payable under this Agreement and any compensation payable under any other agreement between the Company and Agent, for any debt due from Agent, including sums advanced or loaned by the Company. At any time during the term of this Agreement and at any time following termination of this Agreement, the Company may withhold, deduct and apply all sums due which would otherwise be due and payable to Agent to reduce any Indebtedness. The Company may, in its sole discretion, demand full payment of any Indebtedness that remains outstanding for more than thirty (30) days. Agent agrees to pay the Company any and all Indebtedness immediately upon demand. If such Indebtedness is not paid within thirty (30) days of the Company's written demand for payment, the Company will be entitled to recover, in addition to such Indebtedness, all cost of collection, including, but not limited to, court costs, reasonable attorney's fees and other expenses. Failure to pay any Indebtedness within thirty (30) days of Company's written demand for payment shall also be the basis for termination of this Agreement with cause. This Section shall survive termination of this Agreement.

**ARTICLE THREE
TERMINATION AND SUSPENSION**

- 3.1 **Term of Agreement**. The term of this Agreement shall begin on the date first written above (the “Effective Date”) and shall continue until terminated in accordance with the provisions of this Article Four.
- 3.2 **Termination Without Cause**. This Agreement may be terminated without cause by either Agent or the Company upon thirty (30) days prior written notice or such minimum number of days as required by applicable law, which notice shall be provided in accordance with the notice procedures set forth in this Agreement.
- 3.3 **Automatic Termination**. This Agreement shall terminate automatically upon the occurrence of any of the following events;
- a. If the Agent is an individual, upon the death of the individual.
 - b. If the Agent is a partnership, upon the death of any partner or any change in the partners composing the partnership, or dissolution of the partnership for any reason.
 - c. If the Agent is a corporation, upon the dissolution of the corporation or disqualification of the corporation to do business under applicable state laws.
 - d. The loss, restriction, revocation or suspension of Agent’s insurance license, certification or registration by any Federal or state regulatory authority having jurisdiction over the parties.
 - e. The Agent’s business is sold, transferred or merged and the Company has not consented to such sale, transfer or merger or has not appointed the successor.
 - f. The Agent is unable to pay debts as they mature, makes an assignment for the benefit of creditors or becomes the subject of bankruptcy, insolvency or similar proceedings.
- 3.4 **Termination With Cause**. The Company may immediately terminate this Agreement for cause upon written notice to Agent upon the occurrence of any of the following events (and notify applicable state and/or Federal regulatory authorities of the same);
- a. The failure of Agent to comply with the policies, procedures, rules and regulations of the Company, the Medicare Laws and Regulations, or the laws or regulations of the states in which the Agent is licensed to conduct business or any Federal or state regulatory authority having jurisdiction over the parties.
 - b. The failure of Agent to provide the Company with certificates or insurance and to maintain the insurance coverages set forth in this Agreement.
 - c. The failure of Agent to otherwise conform to the terms and conditions of this Agreement.

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- d. The conviction of Agent or any of its principals, shareholders, directors or officers of a felony crime or any other crime involving moral turpitude.

3.5 **Suspension and Corrective Action of Agent.** In the event that the Company becomes aware of allegations, through Member complaints or otherwise, that Agent may have engaged in conduct in violation of this Agreement, the Company may suspend Agent's authority under this Agreement pending the Company's final outcome of an investigation of such allegations. During the time such suspension is in effect, Agent may not market or promote the Products on behalf of the Company or receive compensation on any Products sold; provided, however, that the Company shall continue to pay compensation in accordance with the terms and conditions of this Agreement on Agent's existing business submitted prior to the date of the suspension. The Company reserves the right to initiate corrective action against Agent where the Company has determined Agent has engaged in any conduct in violation of this Agreement.

3.6 **Specific Obligations of Agent to the Company and Members Following Termination of Agreement.** Following termination of this Agreement, Agent shall direct all inquiries from Members regarding the Products to the Company. Agent shall continue to act in accordance with Medicare Laws and Regulations and federal and state laws and regulations applicable to marketing representatives, and shall refrain from making any negative statements about the Company or the Company's Products to Members or other beneficiaries. Agent shall continue to act in accordance with the provisions of the HIPAA Business Associate Addendum attached to this Agreement. Without limiting the foregoing, Agent shall refrain from using or disclosing Member names and contact information, as well as all other Protected Health Information, as defined in the HIPAA Business Associate Addendum attached to this Agreement.

3.7 **Compensation Following Termination of Agreement; Vesting.**

- a. In the event this Agreement is automatically terminated under Section 3.3 or is terminated with cause by Company under Section 3.4, the Company shall cease paying compensation to Agent and no further payment shall be due. This termination of payment shall be independent of any other rights that Company may have as a result of the breach of this Agreement.
- b. Upon the termination without cause of this Agreement by the Company, the compensation due to Agent as set forth in the Agent Commission Schedule in effect as of the termination date of this Agreement shall be vested in Agent and payable to Agent by the Company regardless of whether this Agreement is still in force at the time such compensation becomes due for so long as the Company continues to receive commission from the Carrier on the individuals enrolled by the Agent. The obligation of the company to pay compensation shall cease in the event that;
 - i. Agent, at any time while payments continue, engages in any of the conduct set forth in Section 3.4 which would have given rise to a termination for breach or;
 - ii. the Company's payments to Agent as required by this Agreement are less than Six Hundred Dollars (\$600.00) per year. This Section 3.7 shall survive termination of this Agreement.

3.8 **Compliance with Applicable Law: Severability.** In the event any provision of this Agreement conflicts with laws applicable hereto or under which this Agreement is construed or if any provision of this Agreement shall be held illegal or unenforceable or partially illegal or unenforceable by a court or governmental authority with jurisdiction over the parties to this Agreement, then this Agreement shall be modified to conform with said laws or judicial determination and such provision shall be construed and enforced only to such extent as it may be a legal and enforceable provision, and all other provisions of this Agreement shall be given full effect separately therefrom and shall not be affected thereby.

The following exhibits and attachments are incorporated by reference into this Agreement:

- ___ **Exhibit A** Agent Compensation Schedule
- ___ **Exhibit B** HIPAA Business Associate Addendum

Executed this _____ day of _____, 20 ____.

Signature

Signature

AGENT NAME (print)

Brian Garity
Garity Associates Brokerage Insurance Agency, Inc.

Title: _____

Title: President _____

Date: _____

Date: _____



INDEPENDENT AGENT COMMISSION SCHEDULE

AUGUST 1, 2012

This Commission Schedule will be applicable as of the effective date of your Agent's Agreement or the date above, whichever is later, and shall continue to be applicable until the effective date of a subsequent schedule issued by Garity Associates Brokerage Insurance Agency, Inc.

Harvard Pilgrim Healthcare Medicare Supplement

| <u>Product</u> | <u>1st Year</u> | | | <u>Years 2-6</u> |
|----------------------------------|---|----------------|----------------|--|
| | Commission + Bonus = Total 1 st Yr | | | Commission Per Member Per Month (PMPM) |
| Massachusetts | | | | |
| Core Plan | \$120 | + \$120 | = \$240 | \$10 PMPM |
| Med Supp 1 | \$240 | + \$120 | = \$360 | \$20 PMPM |
| Maine & New Hampshire | | | | |
| Plan A | \$120 | + \$120 | = \$240 | \$10 PMPM |
| Plan F, M & N | \$240 | + \$120 | = \$360 | \$20 PMPM |

1. This Commission Addendum is an integral part of the Agent Agreement to which is attached as an addendum, reference to which is made with regard to the terms and conditions of the contractual relationship between Company and the Contractor.
2. **First year commissions are advanced upon acceptance of the enrollment by HPHC.**
3. First year bonus is paid upon receipt of the bonus from HPHC.
4. Renewal commissions (Year 2-6) are paid at \$20 per member per month starting in the 13th month.
5. Advance commissions on policies that lapse in the first 6 months will be charged back at 100%.
6. Advance commissions will be recouped on a pro-rata basis for policies that lapse before their next anniversary date.
7. If at any time the Agent has a negative balance due to lapses or chargebacks, the Agent shall agree to, upon request, make payment in full within 30 days to Garity Associates of any outstanding amount.



Agent Name: _____

Agent Social Security Number: _____

I hereby (1) authorize Garity Advantage Agencies, Inc. and its corporate affiliates to make payments for Payee's services by Electronic Fund Transfer (EFT), (2) certifies that the Payee has selected the following depository institution, and (3) directs that all such EFTs be made as provided below:

Make All Commissions Payable by Electronic Funds Transfer to:

Individual (SS# listed above)

Corporation:

(Name of Entity _____ TIN# _____)

Bank Routing Number: _____ (9 digits- lower left corner of check)

Bank Account Number: _____ (do not include check number)

Bank Name: _____

Savings: _____ Checking: _____

Agent Signature: _____

Date: _____

Please attach a voided check

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

| Social security number | | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

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

| Employer identification number | | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

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

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

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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