



BROKER APPOINTMENT PACKET

BROKER CONTRACTING CHECKLIST

Broker Name: _____

Agency Name: _____

Submit the following documents along with an application fee of \$95 to be considered for appointment.
Not all appointment requests will be processed.

- Producer Contract completed/signed and Addendum
- HIPAA Business Associate Agreement signed
- Background Authorization (Release and Disclosure) completed/signed
- Direct Deposit form completed/signed
- Dept of Insurance – Request for Certificate of Authority completed/signed
- Form W-9 completed/signed
- **ADD** a Copy of your current Georgia Insurance License
- **ADD** a Copy of the Declarations page from your current Errors and Omissions Coverage
- **ADD** copy/copies of your Certification from The Health Insurance Marketplace if you have sell IFP. We do not need copies of course certificates. Per federal regulations, we can only pay commissions on Marketplace IFP if you have received your IFP Certifications.
- Check for the \$95 appointment fee made payable to Alliant Health Plans. We only accept checks.

Return completed forms to:

Alliant Health Plans
ATTN: Broker License Department
PO Box 1128
Dalton, GA 30722
www.AlliantPlans.com

Phone: (877) 668-1015
Fax: (706) 529-5529

INTERNAL USE ONLY

Broker/Client Rep: _____



ALLIANT HEALTH PLANS, INC.
PO Box 1128, Dalton, GA 30722

PRODUCER CONTRACT

Alliant Health Plans, Inc. ("Company") and _____
("Producer") effective on this _____ day of _____, 201__ (the "Effective Date"), enter into the Producer Contract (the "Contract") and mutually agree as follows:

(1) APPOINTMENT AND LIMITATION OF AUTHORITY

- (A) Company hereby appoints Producer as an broker of Company for the limited purposes of soliciting purchases of and procuring applications for health insurance products offered by Company and referenced in the schedule attached hereto as Exhibit A, as it may be amended by the Company in its sole discretion from time to time (the "Company Insurance Products"), subject to the terms and conditions of this Contract. The scope of the agency authority granted by the Company to Producer is strictly limited to the terms of this Contract. Producer has no authority to bind any risk or coverage on behalf of Company, issue any insurance coverage, policy, endorsement, rider, certificate or cancellation notice, or to take any other action on behalf of Company except as otherwise expressly set forth herein.
- (B) Producer has no authority to alter, modify, waive or change any of the terms, rates, conditions or other provisions of any of the Company Insurance Products sold by Producer. Producer has no authority to incur any costs, expense or liability on behalf of Company or to obligate Company in any manner whatsoever.
- (C) Except for the limited purpose of forwarding to Company checks received by Producer from policyholders for the payment of initial premiums due for Company Insurance Products sold by Producer, Producer has no authority to collect or receive premiums or any other monies due Company.
- (D) Producer is authorized on a non-exclusive basis to solicit and procure applications for, and sell, Company Insurance Products only in the State of Georgia, subject to the terms of this Contract and the rules, policies and procedures established by Company from time to time.
- (E) On the date of any termination or the expiration of this Contract, all authority granted by Company to Producer under this Contract shall terminate.

(2) INDEPENDENT CONTRACTOR RELATIONSHIP

Under this Contract, Producer shall be an independent contractor of Company free to exercise his/her own judgment as to the time, place and means of performing all acts authorized to be performed by Producer under this Contract, and nothing contained herein shall create or be construed to create the relationship of employer and employee, partnership, franchise or joint venture between Producer and Company. Producer shall be solely responsible for the payment of all local, state and federal taxes applicable to the commissions paid to Producer by Company. Producer shall be responsible for all out-of-pocket costs and expenses incurred by Producer in connection with the performance of Producer's responsibilities, obligations and services hereunder.

(3) RESPONSIBILITIES

Producer agrees to:

- (A)** Treat all money and payments received or collected by Producer for Company as property held in trust for the sole benefit of Company, and promptly remit such money and payments to Company with all insurance enrollment documentation for Company Insurance Products sold by Producer after Producer's receipt thereof.
- (B)** Follow all rules, regulations and instructions as are issued from time to time by Company and the insurance supervisory authorities of any state in which Producer operates.
- (C)** Comply with all applicable laws and regulations in any state in which Producer operates.
- (D)** Comply with all information privacy and security laws and regulations established under or pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including without limitation, entering into a "business associate" agreement with Company as required by HIPAA.

(4) COMPENSATION

Subject to the terms and conditions of the Agreement and the deductions identified below, Company will pay commissions, at the commission rates established by Company from time to time, on the base rate of premiums charged and received by Company for insurance policies or certificates issued and delivered to a group insured (the "Client") as a result of an application for Company Insurance Products procured by Producer in accordance with this Contract and for which Producer remains the Broker of Record as designated by the Client ("Commissions"). For the purpose of determining Commissions due to Producer hereunder, all enrollment fees, administration fees, and any dues shall be excluded from gross premiums before Commissions are calculated. Producer's right to Commissions hereunder is contingent upon Producer's compliance with the terms of this Contract, including, without limitation, Producer's completion and submission to Company of all paperwork necessary for Company to process and effectuate Producer's appointment as an broker of Company. The Company shall have the right in its sole discretion to make any changes to the amounts or rates of Commission at any time during the Term (as defined herein below), which changes shall become effective and binding on the Producer upon the Company's written notice to the Producer of such changes.

- (A)** Compensation shall be paid to Producer on issued and delivered insurance certificates after the premium Company has received and applied the premium.
- (B)** If premium received by Company for a period is subsequently adjusted due to a policy cancellation or a change in the number of individuals insured under an issued insurance policy or certificate, Producer will be paid Commissions based on the amount of premium received by Company as adjusted to reflect any such change.
- (C)** Upon written notice from Company to Producer, the Company may unilaterally change its plan of compensation insofar as it relates to insurance written after the date of such notice.
- (D)** Company shall have first priority security interest and lien against any compensation due from Company to Producer under this Contract and may use such compensation as an offset to any indebtedness of Producer to the Company or any of its affiliates, and Company may retain such amounts as it may deem necessary to cover any of Producer's liabilities until such liabilities are

extinguished. Producer agrees that Company may make any filings that Company deems necessary or desirable to perfect such security interest and lien.

- (E) Should there be any question pertaining to the designation of the Broker of Record for a Client, the Client's designation of such Broker of Record to Company shall control. Changes in the Broker of Record for any Client shall be limited pursuant to the rules, regulations and procedures set by Company from time to time.

(5) CLAIMS SERVICES ASSISTANCE

At the request of Company during the Term, Producer shall assist Company in performing, on behalf of Company, such claims services requested by the Company in connection with any claim made by an insured under any Company Insurance Product sold by Producer and issued by Company.

(6) INDEMNIFICATION

Producer shall indemnify and hold harmless the Company, its affiliates and their respective directors, officers, shareholders, employees, and brokers (the "Company Indemnified Parties") from and against any and all losses, damages, expenses, liabilities or costs (including reasonable attorneys' fees and disbursements) incurred by a Company Indemnified Party as a result of any third party claims arising under or related to (a) Producer's negligence, willful misconduct or bad faith acts; (b) Producer's breach of any representation, warranty, covenant or other term or provision of this Contract; or (c) Producer's violation of any Legal Requirement. For the purposes of this Section 6, the term "Legal Requirement" means any United States, federal, state and local, laws, statutes, regulations, rules, codes, ordinances enacted, adopted, issued or promulgated by any governmental body or common law applicable to Company, Producer or this Contract. Producer expressly authorizes the Company to offset against any compensation due or to become due to from Company to Producer under this Contract any amounts owed by Producer to any Company Indemnified Party under this Section 6. Producer's obligations under this Section 6 will survive any termination or the expiration of this Contract for any reason whatsoever.

(7) LIMITATION OF LIABILITY.

NEITHER THE COMPANY NOR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR BROKERS SHALL BE LIABLE TO PRODUCER FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, SAVINGS, COMPETITIVE ADVANTAGE, GOODWILL OR BUSINESS INTERRUPTION, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. To the fullest extent permitted by applicable law, the total maximum aggregate liability of Company to Producer, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, or otherwise, with respect to this Contract, shall be limited to direct damages proximately caused by any breach of, or failure to comply with, or any other act or omission in connection with this Contract by Company and shall not exceed the amount of Commissions paid by Company to Producer under this Contract.

(8) REPRESENTATIONS, WARRANTIES AND COVENANTS

(A) Producer's Representations and Warranties.

As of the Effective Date and all times throughout the Term, Producer hereby represents and warrants to the Company the following:

- (1) Producer is duly licensed in good standing as an insurance broker for the classes of insurance to be placed by the Producer on behalf of the Company under this Contract and authorized under all applicable and relevant federal, state, and local laws and regulations, to perform Producer's covenants, duties, obligations and services under this Contract;
- (2) Producer has full legal authority to enter into and to perform all Producer's duties and obligations under this Contract;
- (3) Producer is not restricted from entering into or performing this Contract by reason of any other agreement, arrangement, or limitation applicable to Producer;
- (4) There is no action, claim, suit or proceeding pending or, to the knowledge of Producer threatened, against Producer that could adversely affect Producer's ability to perform its covenants, duties or obligations under this Contract; and
- (5) This Contract has been duly executed and delivered by Producer and constitutes a legal, valid and binding obligation of Producer enforceable by the Company against Producer in accordance with its terms, except as such enforceability may be subject to or limited by bankruptcy, insolvency, reorganization, moratorium, liquidation, fraudulent conveyance or other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity, regardless of whether such enforceability shall be considered in a proceeding in equity or in law.

(B) Covenants and Limitations

- (1) Producer shall be duly licensed in good standing under applicable insurance laws and regulations to perform the duties, obligations and services of Producer hereunder and shall operate his or her business under this Contract in strict conformance with all applicable laws and regulations.
- (2) Producer has no authority to and shall not commence any legal or administrative proceedings in connection with any matter pertaining to the Company's business. If legal process or notice is served on Producer in a suit or proceeding against the Company, Producer will promptly notify Company immediately upon Producer's receipt thereof and forward a copy of such process or notice to the Company by registered mail.
- (3) Producer shall not offer to pay or pay to any person any rebate of premiums or commissions or give anything of value whatsoever not specified in any policy, contract or certificate of insurance as an inducement for such person to purchase insurance from the Company. Producer shall not make any misrepresentations or incomplete product comparisons for the purpose of inducing a policy or certificate holder of a Company Insurance Product to cancel, lapse, forfeit or surrender such Company Insurance Product. Producer shall fairly and accurately represent the terms of coverage offered by Company in the Company Insurance Products.
- (4) Producer shall comply with the provisions of all rate manuals and books and materials provided by the Company to Producer, which shall be considered Confidential Information within the meaning of Section 17 of this Contract.

(C) Accounting by Producer and Company's Inspection Rights

Producer shall create and maintain records for all transactions conducted by Producer for Company under this Contract in accordance with all applicable laws and regulations and the rules, policies and procedures established by Company from time to time. Company may, upon reasonable prior notice to Producer, inspect, access and audit, at any time during the Term and for a period one of (1) year after any termination or the expiration of this Contract, any of the Producer's accounts and records related to this Contract or any Company Insurance Product solicited or sold by Producer.

(D) Errors and Omissions Insurance

Producer shall maintain in-force at all times during the Term an errors and omissions insurance policy insuring Producer in an amount and type acceptable to Company in its sole discretion. Producer shall upon Company's request provide to Company proof of such insurance and shall notify Company immediately, but in any event within two (2) business days after, Producer's obtains knowledge of the loss, cancellation, non-renewal or other termination of, or any material change in, such insurance coverage.

(9) TERM

This Contract shall be effective for a period of one (1) year commencing on the Effective Date and shall automatically renew, without any notice by or to Company or Producer, for consecutive one-year periods unless earlier terminated in accordance Section 10 below (the "Term").

(10) TERMINATION

Producer and Company agree that this Contract may be terminated as follows:

- (A)** At any time by delivery of at least thirty (30) days prior written notice of termination by either party to the other party;
- (B)** Immediately upon Company's written notice of termination to Producer following his/her failure to comply with any of the terms and conditions of this Contract;
- (C)** Automatically upon the death of Producer;
- (D)** Immediately upon Company's written notice of termination to Producer in the event Producer becomes insolvent, is generally not paying its debts as such debts become due, makes an assignment for the benefit of creditors, is the subject of any voluntary or involuntary case commenced under the federal bankruptcy laws, as now constituted or hereafter amended (which, in the case of involuntary bankruptcy, is not dismissed within 60 days), or of any other proceeding under other applicable laws of any jurisdiction regarding bankruptcy, insolvency, reorganization, adjustment of debt or other forms of relief for debtors, has a receiver, trustee, liquidator, assignee, custodian or similar official appointed for it or for any substantial part of its property, or is the subject of any dissolution or liquidation proceeding.
- (E)** Immediately upon Company's written notice of termination to Producer following the occurrence of any one of the following events:
 - (1)** Producer's conduct results in Company paying a fine, judgment or settlement;
 - (2)** Producer withholds any funds belonging to an applicant, policyholder or due Company;

- (3) Producer fails to comply with any provision contained in this Contract, or with any rule, regulation, policy or procedure of Company applicable to Producer's conduct in connection with the Contract;
- (4) Producer fails to comply with any applicable federal, state or local laws, rules or regulations, including, without limitation, maintenance of necessary licensure required for Producer under this Contract;
- (5) Producer knowingly submits any misleading or false information to Company;
- (6) Producer fails to maintain adequate errors and omissions insurance;
- (7) Producer's license or authorization to engage in the insurance business is revoked, suspended, non-renewed or placed on probation, or any proceeding therefor is commenced against Producer; or
- (8) Producer is the subject of any lawsuit, administrative proceeding or investigation by any state or federal governmental authority or regulatory agency or any lawsuit by any policy or certificate holder of any Company Insurance Product.

Producer shall notify Company immediately, but in any event within two (2) business days, after Producer's receipt of knowledge of the occurrence of any event identified in Section (10)(E).

(11) PAYMENTS AFTER TERMINATION

Producer agrees that after termination of this Contract:

- (A) Company will pay commissions to Producer in accordance with this Contract unless (i) the Contract has been terminated pursuant to Section 10(B), 10 (D) or 10(E); or (ii), with respect to any Company Insurance Product sold by Producer, Producer cease to be the Broker of Record as designated by the applicable Client to which such commissions relate.
- (B) At such time as the total amount of Commissions due from Company to Producer shall be less than \$15.00 in any calendar month, Company shall have no further obligation to make any further payments of Commissions to Producer under this Contract.

(12) BOND

Upon the request of the Company, Producer may be required to furnish a good and sufficient bond for the protection of Company.

(13) GOVERNING LAW; CONSENT TO JURISDICTION AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its choice of law rules. Each of the Producer and the Company irrevocably submits to the exclusive jurisdiction of any federal or state court located in Cobb County, State of Georgia in respect of any action, litigation or other proceeding arising out of or in connection with this Agreement. Each of the Producer and the Company irrevocably waives, to the fullest extent permitted by applicable law, any objection that such party may now or hereafter have to the personal jurisdiction of such courts and the laying of venue of any such action, litigation or other proceeding in any such court and any claim that any proceeding brought in any such court has been brought in an inconvenient forum.

(14) ALTERNATIVE DISPUTE RESOLUTION

- (A)** Except to the extent that either party hereto might seek equitable relief against the other party, each of the parties, on their own behalf and on behalf of their respective successors and permitted assigns, hereby agrees that any and all disputes, controversies or claims arising out of or relating to this Contract, or the breach hereof (collectively, a "Claim") (other than a Claim arising under Sections 16 and 17 below), shall be resolved by binding arbitration before the American Arbitration Association ("AAA") by a single arbitrator, located in the City of Calhoun, State of Georgia, unless the Parties consent to a different location, under the auspices of and in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be governed by the substantive laws of the State of Georgia applicable to contracts made and to be performed therein, without regard to conflicts of law rules, and by the

Federal Arbitration Act, 9 U.S.C. § 1, et. seq., as amended ("FAA"), and the arbitrator shall have no power or authority to order or grant any remedy or relief that a court could not order or grant under applicable law. Any issue as to whether or the extent to which the Claim is subject to the arbitration, including, but not limited to, issues relating to the validity or enforceability of these arbitration provisions, the applicability of any statute of limitations or other defense relating to the timeliness of the assertion of any Claim or any other matter relating to the arbitrability of such Claim, shall be decided by the arbitrator. The arbitrator's award shall be final. The arbitrator shall base the award on the terms of this Contract, and the arbitrator shall endeavor to follow the law and judicial precedents of the State of Georgia; provided, however, that if, despite such endeavors, the arbitrator fails to correctly follow applicable law, the award shall not be vacated or modified (for errors of law or otherwise) except upon the grounds expressly provided by the FAA. The arbitrator shall render the award in writing and, unless both Parties agree otherwise, shall include the findings of fact and conclusions of law upon which the award is based. Except as specifically provided for in this Contract, each Party shall pay their own attorneys' fees and expenses relative to arbitration. All costs and expenses of the arbitration, itself, including the arbitrator's fees, shall be allocated among the Parties according to the arbitrator's discretion as set forth in the award. The arbitrator's award resulting therefrom may be confirmed and entered as a final judgment in any court of competent jurisdiction and enforced accordingly. If any portion of this Section 15 is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Contract. This Section 15 shall inure to the benefit of and be binding on each of the parties hereto and their respective successors and permitted assigns and it shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Contract. If any party hereto shall, in contravention of this Section 15, file a proceeding in any court, and if such proceeding is dismissed or stayed pending arbitration due to a finding by the court that the filing of such action was in contravention of this Section 15, the party seeking to compel such arbitration shall be permitted to recover in such arbitration their attorneys' fees and costs incurred in compelling such arbitration. No action brought pursuant to this Section 15 may be joined with any other actions.

- (B)** The procedures specified in this Section 15 shall be the sole and exclusive procedures for the resolution of Claims between the parties hereto arising out of or relating to this Contract; provided, however, that a party, without prejudice to the above procedures, may seek a preliminary injunction or other provisional judicial relief, if in its sole judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the parties will continue to participate in good faith in the procedures specified in this Section 15.

- (C) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section 15 are pending. The parties hereto will take such action, if any, required to effectuate such tolling.

(15) CONFIDENTIALITY

- (A) Producer acknowledges that, in the course of performing its duties under this Contract or otherwise, it may receive or learn information about individuals who have applied for or purchased insurance or other financial products or financial services from Company, including, but not limited to, personal, financial, and/or health information ("Confidential Information"). Producer agrees that it will keep all Confidential Information strictly confidential in accordance with applicable law; and, that it will not use or disclose to any affiliate or third party, either orally or in writing, any Confidential Information for any purpose other than the purpose for which the Confidential Information was provided to Producer, except as required or permitted under applicable law. Without limiting any of the foregoing, Producer agrees to take all precautions that are reasonably necessary to protect the security of the Confidential Information in accordance with applicable laws and regulations. Producer agrees to restrict access to the Confidential Information to those employees who need to know that information to perform Producer's duties under this Contract. Producer further agrees that, upon request of Company, it will return to Company or destroy all tangible items containing any Confidential Information, including all copies, abstractions and compilations thereof, without retaining any copies of the items required to be returned, except for such items required to be retained by Producer under applicable laws and regulations, including, without limitation, record retention laws and regulations. The obligations of this Section 17 extend to the employees, brokers, affiliates and independent contractors of Producer, and Producer shall inform such persons of their obligations hereunder.
- (B) Upon learning of any unauthorized disclosure or use of any Confidential Information, Producer shall notify Company promptly and reasonably cooperate with Company to protect such Confidential Information.
- (C) If Producer believes it is required by law or by a subpoena or court order to disclose any Confidential Information, then Producer, prior to any disclosure, shall promptly notify Company in writing attaching a copy of the subpoena, court order or other demand and shall make all reasonable efforts to allow Company an opportunity to seek a protective order or other judicial relief.
- (D) In connection with its performance under this Contract, Producer agrees to comply with all applicable laws, including, but not limited to, laws protecting the privacy of non- public personal information about individuals.
- (E) The provisions of this Contract relating to confidentiality shall survive termination or expiration of this Contract.
- (F) Nothing in this Contract shall be construed to restrict disclosure or use of information that:
- (a) was in the possession of or rightfully known by Producer, without an obligation to maintain its confidentiality, prior to receipt from the other party; (b) is or becomes generally known to the public without violation of this Contract; (c) is obtained by Producer in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Producer without the participation of individuals who have had access to Confidential Information.

(16) GENERAL PROVISIONS

(A) Notices

Any and all notices and other communications required or permitted under this Contract shall be in writing and shall be deemed to have been duly given when (a) received by the receiving party if mailed via United States registered or certified mail, return receipt requested, (b) received by the receiving party if mailed by United States overnight express mail, (c) sent by facsimile, followed by confirmation mailed by United States first-class mail or overnight express mail, or (d) delivered in person or by commercial courier to the receiving party at such party's address set forth on the signature page hereto.

(B) Assignment

Producer may not assign this Contract or any of Producer's rights or remedies hereunder, or delegate to any other person or entity any of Producer's duties or obligations hereunder, including, but not limited to, Producer's right to receive Commissions payable by Company hereunder without Producer's receipt of the prior written consent of Company.

(C) Entire Contract; Binding Effect

This Contract, together with all addendums, exhibits or schedules attached hereto, constitutes the entire agreement between the parties hereto and supersedes any and all provisions, terms or conditions of any other agreement, whether oral or written, by and between the parties with respect to the subject matter hereof, but this provision shall not be deemed to affect any continuing obligations of either party under any other agreement between the parties. This Contract shall be binding upon and inure to the benefit of Producer and Company and their respective successors and permitted assigns.

(D) Severability

In the event that any of the provisions of this Contract shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Contract shall remain in full force and effect.

(E) Waiver

Failure of the Company to insist upon strict compliance by Producer with any of the terms and conditions of this Contract or the rules, regulations policies or procedures of the Company shall not be construed as a waiver by Company of any of the terms and conditions of this Contract or the rules, regulations policies or procedures of the Company, and all the terms and conditions of this Contract or the rules, regulations policies or procedures of the Company shall continue to be in full force and effect.

(F) Amendment

Except as otherwise stated herein, this Contract may not be amended or modified except by agreement made in writing, executed on behalf of the Company by a duly authorized officer of the Company. Notwithstanding the foregoing, Company may amend or modify this Agreement unilaterally by Company's delivery of written notice of such amendment or modification to Producer, which shall not be effective until thirty (30) days after Company's delivery of such notice to Producer.

(G) Counterparts; Electronic/Online Signatures

This Contract may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original, and together shall constitute and be one and the same instrument. This Contract may either be “signed” in the sense of a traditional paper document or electronically/online. If the Contract is signed electronically/online then the signatory will sign online directly at the end of the Contract in the signature block. THE COMPANY AND THE PRODUCER AGREE THAT THE ELECTRONIC/ONLINE SIGNATURE ON THIS CONTRACT SHALL HAVE THE SAME EFFECT AS TRADITIONAL SIGNATURES, AND THAT EACH PARTY SIGNING THIS CONTRACT ELECTRONICALLY WILL BE BOUND BY SUCH PARTY’S ELECTRONIC SIGNATURE AND HEREBY CONSENTS TO DELIVER OF SUCH ELECTRONIC SIGNATURE THROUGH ELECTRONIC MEANS. The signatory will enter their full legal name in the signature block on the Contract, preceded and followed by the forward slash (/) symbol. An example of a signature would be /John Doe/. If the signatory is signing on behalf of an entity such as corporation or limited liability company, the signatory would type in their title in the space below the signature block. Upon request, the Company will provide Producer with a copy of the electronically signed Contract.

(H) Equal Preparation

Each of the parties hereto acknowledges and agrees that they have had adequate opportunity to participate in the drafting and negotiation of this Contract and that, therefore, no part of this Contract shall be construed against any party by reason of such party having caused this Contract to be drafted.

WITNESS WHEREOF, the parties hereto have executed this Producer Contract as of the Effective Date set forth above.

COMPANY:

ALLIANT HEALTH PLANS, INC.

By: _____

PRINT NAME: Mark Mixer

Title: Chief Executive Officer

Address: PO Box 1128
Dalton, GA 30722

Facsimile: (706) 529-5529

PRODUCER:

Agency Name, if applicable

By: _____

PRINT NAME: _____

Title: _____

Address: _____

Facsimile: _____

Attention: _____



ALLIANT HEALTH PLANS, INC.
PO Box 1128, Dalton, GA 30722

Agreement to Amend Alliant Health Plans PRODUCER CONTRACT

EXCHANGE REGULATORY AMENDMENT TO PRODUCER CONTRACT

You will comply with the following requirements to the extent your performance of services constitute delegated activities under the authorities granted to you under the Producer Contract and associated Rules & Regulations (collectively the “Producer Contract”). Capitalized terms used but not defined in this Exchange Regulatory Amendment (“Amendment”) shall have the meaning assigned to them in this Amendment or in the Producer Contract. The terms of this Agreement are hereby incorporated into the Producer Contract.

SECTION 1

APPLICABILITY

Alliant Health Plans, the Company or one of its Affiliates is operating as certified Qualified Health Plan Issuer (“QHP Issuer”) in one or more public Health Care Exchanges (“Exchange”) created under the terms of Federal Patient Protection and Affordable Care Act (“PPACA”) and any implementing State law. Company may be delegating certain of its QHP Issuer’s activities, reporting responsibilities, and/or other obligation, to you under the Producer Contract.

This Amendment applies solely to the services performed and provided with respect to any Exchange business delegated by Company to you pursuant to the Producer Contract. In the event of a conflict between this Amendment and other amendment’s or any provision of the Producer Contract, the provisions of this Amendment shall, control, except as required by law. Terms in this Producer Contract shall be as defined in PPACA, as supplemented by any applicable State Exchange law.

SECTION 2
PROVISIONS

This Amendment is intended to comply with Exchange laws and substantive requirements.



ALLIANT HEALTH PLANS, INC.
PO Box 1128, Dalton, GA 30722

Amendment Number One to Producer Contract

This Amendment Number One to the Producer Contract ("Amendment") is made and entered into on the 11th day of November, 2017 ("Amendment Effective Date") by and between Alliant Health Plans, Inc ("Company") and Producer and amends the Producer Contract between the Parties ("Contract"). Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the same meaning assigned to such term in the Contract. Any and all terms and conditions of the Amendment that conflict with the Contract shall control.

RECITALS

WHEREAS, Company and Producer are parties to the Contract that may be amended from time to time;
WHEREAS, pursuant to Section 16 (f) of the Contract, General Provisions-Amendment, "...Company may amend or modify this Agreement unilaterally by Company's delivery of written notice of such amendment or modification to Producer, which shall not be effective until thirty (30) days after Company's delivery of such notice to Producer."; and
WHEREAS, Company hereby notifies Producer of the following modifications to this Agreement in accordance with Section 16(f).

NOW THEREFORE, in accordance with the terms and conditions of the Contract and the consideration described in the Contract as amended, the following terms and conditions shall be binding upon the parties.

AMENDMENTS

1. Section 16 (A) GENERAL PROVISIONS-Notices shall be deleted in its entirety and replaced with the following:
"Any and all notices and other communications required or permitted under this Contract shall be in writing and shall be deemed to have been duly given when (a) received by the receiving party if mailed via United States registered or certified mail, return receipt requested, (b) received by the receiving party if mailed by United States overnight express mail, (c) sent by facsimile, followed by confirmation mailed by United States first-class mail or overnight express mail, (d) delivered in person or by commercial courier to the receiving party at such party's address set forth on the signature page hereto, or (e) published on the Company's website or broker portal."
2. Exhibit A of the Producer Contract shall be deleted in its entirety and replaced with the attached Exhibit A-1 and any and all references to Exhibit A in the Producer Contract shall be superseded with the reference to Exhibit A-1
 1. The delegated activities and reporting responsibilities are limited to those specifically set forth in the Producer Contract. To the extent such delegated activities and reporting responsibilities serve Exchange business, they are designated as "QHP Services".
 2. You acknowledge and agree that the Company may revoke and of your delegated activities and reporting standards or specify other remedies, for the respective Exchange, in instance where the U.S. Department of Health and Human Services ("HHS"), a State Exchange regulator, or the Company determines that you have not performed satisfactory. To the extent that HHS or a State Exchange regulator directs the revocation, Company shall provide immediate written notice of such termination as required under the terms of the Producer Contract. You shall cooperate with Company regarding the transition of any QHP Services that have been revoked by Company.
 3. You must comply with all applicable laws and regulations relating to the standards specified in 45 CFR 156.340, as it may be amended from time to time, and all other Federal and/or State laws relevant to the Company's Exchange business being serviced.



4. You must permit access by the Secretary of HHS and the Office Inspector General or their designees, in the case of Federally Facilitated Exchange ("FFE") business, or comparable State regulators, in the case of State Exchange business, in connection with their right to evaluate through audit, inspection, or other means, your books, contracts, computers, or other electronic systems, including medical records and documentation, relating to Company's obligations as a QHP Issuer in accordance with Federal standards under 45 CFR 156.340, as it may be amended from time to time, with all records retained for at least 10 years from the final dates of the Producer Contract period or such lesser period which may be specified in State law for State Exchanges.
5. If submitting FFE data is involved, you are bound by the terms of Company's "Producer Contract between Qualified Health Plan Issuer and The Centers for Medicare and Medicaid Services" or any applicable trading partners or comparable State Exchange Producer Contract, to test your software, and retrieve Company's approval of software ad being in proper format and compatible with the FFE or the applicable State system.
6. If any State Exchange or HHS for FFEs requires additional specific provisions to be in Company's Producer Contract with any delegated or downstream entry, they will be provided to you by Company and or incorporated herein by reference or by attaching a copy of such provisions to this Amendment.
7. If you delegate and QHP Services to a downstream, entry (as such term as defined in 45 C.F.R. 156.20), you shall provide written advance notification to Company of such delegated activities and reporting responsibilities before the applicable effective date of the delegation under federal regulations. You shall bind the downstream entry to all terms of this Amendment, including providing for revocation of the delegated activities.
8. The company does not discriminate on the basis of race, color, natural origin, disability, age, sex, gender identity, sexual orientation, or health status in the administration of any of its plans, including enrollment and benefit determinations.

This Amendment shall be effective on the 31st day of March, 2016.

IN WITNESS WHEREOF, the Amendment has been executed on behalf of the Company by a duly authorized officer of the Company, to be effective as of the Amendment Effective Date, defined above.

Alliant Health Plans, Inc

By: _____

Name: Mark Mixer

Title: Chief Executive Officer

Date: 10/13/2017



ALLIANT HEALTH PLANS, INC.
PO Box 1128, Dalton, GA 30722

**Amendment Number Two to
Producer Contract**

This Amendment Number Two to the Producer Contract ("Amendment") is made and entered into on the 26th day of January, 2018 ("Amendment Effective Date") by and between Alliant Health Plans, Inc ("Company") and Producer and amends the Producer Contract between the Parties ("Contract"). Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the same meaning assigned to such term in the Contract. Any and all terms and conditions of the Amendment that conflict with the Contract shall control.

RECITALS

WHEREAS, Company and Producer are parties to the Contract that may be amended from time to time;

WHEREAS, pursuant to Section 16 (f) of the Contract, General Provisions-Amendment, "...Company may amend or modify this Agreement unilaterally by Company's delivery of written notice of such amendment or modification to Producer, which shall not be effective until thirty (30) days after Company's delivery of such notice to Producer"; and

WHEREAS, Company hereby notifies Producer of the following modifications to this Agreement in accordance with Section 16(f).

NOW THEREFORE, in accordance with the terms and conditions of the Contract and the consideration described in the Contract as amended, the following terms and conditions shall be binding upon the parties.

AMENDMENTS

1. Exhibit A-1 of the Producer Contract shall be deleted in its entirety and replaced with the attached Exhibit A-2 and any and all references to Exhibit A-1 in the Producer Contract shall be superseded with the reference to Exhibit A-2.

IN WITNESS WHEREOF, the Amendment has been executed on behalf of the Company by a duly authorized officer of the Company, to be effective as of the Amendment Effective Date, defined above.

Alliant Health Plans, Inc

By: _____

Name: Mark Mixer

Title: Chief Executive Officer

Date: January 22, 2018



ALLIANT HEALTH PLANS, INC.
PO Box 1128, Dalton, GA 30722

**Amendment Number Three to
Producer Contract**

This Amendment Number Three to the Producer Contract ("Amendment") is made and entered into on the 1st day of January, 2019 ("Amendment Effective Date") by and between Alliant Health Plans, Inc ("Company") and Producer and amends the Producer Contract between the Parties ("Contract"). Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the same meaning assigned to such term in the Contract. Any and all terms and conditions of the Amendment that conflict with the Contract shall control.

RECITALS

WHEREAS, Company and Producer are parties to the Contract that may be amended from time to time;

WHEREAS, pursuant to Section 16 (f) of the Contract, General Provisions-Amendment, "...Company may amend or modify this Agreement unilaterally by Company's delivery of written notice of such amendment or modification to Producer, which shall not be effective until thirty (30) days after Company's delivery of such notice to Producer"; and

WHEREAS, Company hereby notifies Producer of the following modifications to this Agreement in accordance with Section 16(f).

NOW THEREFORE, in accordance with the terms and conditions of the Contract and the consideration described in the Contract as amended, the following terms and conditions shall be binding upon the parties.

AMENDMENTS

1. Exhibit A-2 of the Producer Contract shall be deleted in its entirety and replaced with the attached Exhibit A-3 and any and all references to Exhibit A-1 in the Producer Contract shall be superseded with the reference to Exhibit A-3.

IN WITNESS WHEREOF, the Amendment has been executed on behalf of the Company by a duly authorized officer of the Company, to be effective as of the Amendment Effective Date, defined above.

Alliant Health Plans, Inc

By:
Name: Mark Mixer
Title: Chief Executive Officer
Date: November 1, 2018



ALLIANT HEALTH PLANS, INC.
PO Box 1228, Dalton, GA 30722

EXHIBIT A - 3
to Producer Contract

This Exhibit A-3 Compensation Schedule replaces and supersedes any prior Commission Schedules or previous Exhibits A-1 or A-2 attached or incorporated by reference to the Producer Contract regarding compensation or commission. Pursuant to Section 4 of the Alliant Health Plans Producer Contract, Company hereby modifies the rates of Commission which shall become effective and binding on the Producer upon Company's written notice. In the event any terms and conditions of the Exhibit A-3 to the Producer Contract conflict with the terms and conditions of Producer Contract, this Exhibit A-3 shall control and shall apply to the following plans:

- Individual/Family Plans; also known as SoloCare; and
- Group plans; also known as SimpleCare
 - o Small Group (50 or fewer employees)
 - o Large Group (51 or greater employees)

I. Individual/Family Plans (IFP/SoloCare) Classification

a. Agency Level Classification

Agencies will receive a Level Classification based upon the number of Individual/Family Plans members effective the first of each month.

Modified 2018 Classification Levels (Payments shall be retrospectively applied based upon this modified Classification Level)

- Agencies with 74 or fewer Individual/Family Plans members will be assigned to Level 1.
- Agencies with 75 or more Individual/Family Plans members will be assigned to Level 2.

2019 Classification Levels

- Agencies with 24 or fewer Individual/Family Plans members will be assigned to Level 1.
- Agencies with 25 or more Individual/Family Plans members will be assigned to Level 2.

Levels will be measured only at the Agency Level. An Agency is the combined business of individually appointed agents that are aggregated under a legal business formation and recorded as such with Alliant Health Plans.

Each month, Agency Levels will be determined by the Company based on Agency's total number of Individual/Family Plans members monthly, and commission will be paid pursuant to which Level the Agency is assigned.

Membership counts are performed by calculating the previous months active and paid-through members.



Example 1: For January commissions, Agency A has a member count of 28 members that have paid-thru-dates of January 31. They qualify as Agency Level 2 and would be eligible for commissions on all 28 members that are not in a Special Enrollment Period category.

Example 2: Agency B has 32 members with a paid-through-date of January 31 and 10 members that are in a grace period. Agency B would be categorized as Agency Level 1.

Example 3: Agency B has 19 members with a paid-through-date of January 31. Agency B would be categorized as Agency Level 1.

Members that do not qualify for commissions because they are in special status of a SEP may be included in monthly Agency Level calculations, as described in Section II.e.

II. IFP/SoloCare Commissions

- a. Payment on a Per Member Per Month (PMPM) basis. Each Agency will be assigned an Agency Level and commission will be based on the Agency's Level Classification. In accordance with Section 4 of the Producer Agreement, Commission will be paid on IFP/SoloCare Policies and shall be paid at a per capita rate based upon Section II.b.

- b. Agency Levels and Base Commission Amount

Agency Level 1: \$ 0 PMPM

Agency Level 2: \$10 PMPM

Please note, Agency Levels are defined above.

Commissions are not paid on members in a grace period. If a member enters a grace period, but later makes full payment to exit that grace period, retroactive payment of commission will occur. Commissions will be paid monthly, in the month following coverage. For example, if a member enrolls on January 1 and pays their premium, a \$10 commission will be paid in February for a Level 2 Agency. Pre payment of premium will not result in prepayment of commission.

- c. New Member IFP/SoloCare Additional Commission

Agencies assigned to Level 2 are eligible for an additional \$5.00 PMPM commission for New Members. A member may be classified as a New Member in the event of one of the following:

- o The Member was not enrolled via CMS's Alternative Re-Enrollment process
- o If Company is unable to confirm an IFP/SoloCare MEMBER was insured by AHP during the previous calendar year.

This additional payment is made only during the first calendar year the member is considered 'new'.

- d. IFP/SoloCare Commission Payment Example

The ABC Agency has 6 Producers selling Alliant's IFP/SoloCare policies. Together, they sell 106 policies that have a total of 167 members. By calculation, this puts the Agency into Level 2 and eligible for commissions based upon Section 1.a.



Of the 167 members sold for a January 1 effective date, 47 of them are new to IFP/SoloCare coverage from 'any' carrier... thus they qualify for the commission structure during year one.

Commissions paid on: 167 members

- 47 New Members x \$15 PMPM = \$705 per month
- 120 Existing or Currently Covered Members x \$10 PMPM = \$1,200 per month
- TOTAL COMMISSION PER MONTH (assuming 100% retention) = \$1,905 per month

e. Regardless of Agency Level, no commission shall be payable for IFP/SoloCare Policies with initial effective dates beginning January 2, through December 31 of each year. However, current paid-through policies are used in monthly Agency Level calculations.

III. Small Group Plans Commissions: (2-50 Employees) (transitional and SimpleCare plans)
Producers receive 5% of paid premium per month.

IV. Large Group Plans Commissions: (51+ Employees) (transitional and SimpleCare plans)
Initial quotes for a new large group will quote with a default commission of 4% of paid premium. To the extent Producer voluntarily reduces commissions by 1%, Alliant will agree to reduce premiums by 2% (so the total reduction will be a 1% reduction in premium due to commission reduction and an additional 1% reduction of premium as a match by Alliant; for a total of 2% reduction in premium).

Large group plan accounts existing prior to Effective Date will renew with the commission rate that was agreed upon at the origin of the group contract.

Broker of Record changes that occur at any time other than at the time of renewal for the policy will remain at the commission level agreed upon at the start of the group contract period. Brokers of record that change upon renewal are assumed to be at the default rate of 4% of paid premium, regardless of the previous year commission arrangement.



ALLIANT HEALTH PLANS, INC.
PO Box 1228, Dalton, GA 30722

EXHIBIT A - 4
to Producer Contract

This Amendment Number Four to the Producer Contract ("Amendment") is made and entered into on the 1st day of January 2019 ("Amendment Effective Date") by and between Alliant Health Plans, Inc ("Company") and Producer and amends the Producer Contract between the Parties ("Contract"). Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the same meaning assigned to such term in the Contract. Any and all terms and conditions of the Amendment that conflict with the Contract shall control.

RECITALS

WHEREAS, Company and Producer are parties to the Contract that may be amended from time to time;

WHEREAS, pursuant to Section 16 (f) of the Contract, General Provisions-Amendment, "...Company may amend or modify this Agreement unilaterally by Company's delivery of written notice of such amendment or modification to Producer, which shall not be effective until thirty (30) days after Company's delivery of such notice to Producer"; and

WHEREAS, Company hereby notifies Producer of the following modifications to this Agreement in accordance with Section 16(f).

NOW THEREFORE, in accordance with the terms and conditions of the Contract and the consideration described in the Contract as amended, the following terms and conditions shall be binding upon the parties.

AMENDMENTS

1. Exhibit A-3 of the Producer Contract shall be deleted in its entirety and replaced with the attached Exhibit A-4 and any and all references to Exhibit A-1 in the Producer Contract shall be superseded with the reference to Exhibit A-4

IN WITNESS WHEREOF, the Amendment has been executed on behalf of the Company by a duly authorized officer of the Company, to be effective as of the Amendment Effective Date, defined above.

Alliant Health Plans, Inc

By:

Name: Mark Mixer

Title: Chief Executive Officer

Date: December 31, 2018



EXHIBIT A - 4
to Producer Contract

This Exhibit A-4 Compensation Schedule replaces and supersedes any prior Commission Schedules or previous Exhibits A-1; A-2 or A-3 attached or incorporated by reference to the Producer Contract regarding compensation or commission. Pursuant to Section 4 of the Alliant Health Plans Producer Contract, Company hereby modifies the rates of Commission which shall become effective and binding on the Producer upon Company's written notice. In the event any terms and conditions of the Exhibit A-4 to the Producer Contract conflict with the terms and conditions of Producer Contract, this Exhibit A-4 shall control and shall apply to the following plans:

- Individual/Family Plans; also known as SoloCare; and
- Group plans; also known as SimpleCare
 - o Small Group (50 or fewer employees)
 - o Large Group (51 or greater employees)

In exchange for the Agent reviewing coverage and providing ongoing customer service for Alliant Health Plans to the members, Alliant Health Plans agrees to remit commission payment as follows:

I. Individual Family Plans ("IFP")/SoloCare Commissions

a. Alliant Health Plans agrees to remit commission payment on a Per Member Per Month (PMPM) basis. In accordance with Section 4 of the Producer Agreement, Commission will be paid on IFP/SoloCare Policies and shall be paid at a per capita rate based upon Section II.b.

b. IFP/SoloCare Policy Commissions Base Commission Amount: \$10 PMPM (Per Member Per Month)

Commissions are not paid on members in a grace period. If a member enters a grace period, but later makes full payment to exit that grace period, retroactive payment of commission will occur. Commissions will be paid monthly, in the month following coverage. For example, if a member enrolls on January 1 and pays their premium, a \$10 commission will be paid in February. Prepayment of premium will not result in prepayment of commission.

c. New Member IFP/SoloCare - Additional Commission

An additional \$5.00 PMPM commission (in addition to the \$10 PMPM payment described in Section 1) will be paid for New Members. A member may be classified as a New Member in the event of one of the following:

- o The Member was not enrolled via CMS's Alternative Re-Enrollment process
- o If Company is unable to confirm an IFP/SoloCare MEMBER was insured by AHP during the previous calendar year.

This additional payment is made only during the first calendar year the member is considered 'new'.

d. No commission shall be payable for IFP/SoloCare Policies that are sold during a special enrollment period.



II. Small Group Plans Commission: (2-50 Employees) (transitional and SimpleCare plans)
Producers receive 5% of paid premium per month.

III. Large Group Plans Commission: (51+ Employees) (transitional and SimpleCare plans)
Initial quotes for a new large group will quote with a default commission of 4% of paid premium. To the extent Producer voluntarily reduces commissions by 1%, Alliant will agree to match the 1% reduction for a total reduction of premium by 2% (so the total reduction will be a 1% reduction in premium due to commission reduction and an additional 1% reduction of premium as a match by Alliant; for a total of 2% reduction in premium).

Large group plan accounts existing prior to Effective Date will renew with the commission rate that was agreed upon at the origin of the group contract.

Broker of Record changes that occur at any time other than at the time of renewal for the policy will retain the commission level agreed upon at the start of the group contract period. Brokers of record that change upon renewal are assumed to be at the default rate of 4% of paid premium, regardless of the previous year commission arrangement.

IV. Eligibility to Earn Commission/Represent Alliant Health Plans
Commissions are earned and available only to properly licensed, certified and doing business under credentialed authority to represent Alliant Health Plans.

ALLIANT HEALTH PLANS, INC.
APPLICATION FOR BROKER APPOINTMENT

PLEASE PRINT OR TYPE

First Name	MI	Last Name	Birth Date
------------	----	-----------	------------

Georgia Insurance License #	Social Security #	Nat'l Producer #
-----------------------------	-------------------	------------------

Residence Street Address

City	State	Zip	County
------	-------	-----	--------

Agency Name	Federal Tax ID #
-------------	------------------

Business Phone	Business Fax Number
----------------	---------------------

Business Address (if PO BOX, also provide a physical address)

City	State	Zip	County
------	-------	-----	--------

E-mail

Add'l Info

Is your office INSIDE the City Limits? ☐ YES ☐ NO If yes, list City: _____

Are you: ☐ Individual ☐ Corporation ☐ Partnership

Are you now actively licensed for Life and Health? ☐ Yes ☐ No

Have you even been investigated or fined by a state department of insurance; has your license ever been suspended or revoked? ☐ Yes ☐ No

If "yes", please explain: _____

During the past five years, have you ever been adjudged bankrupt, had tax liens against you or been a party to litigation involving a client? ☐ Yes ☐ No

If "yes", please explain: _____

ALL ADVERTISING OF ANY TYPE OTHER THAN PRE-PRINTED, PRE-APPROVED OFFICIAL ADVERTISING MATERIAL MUST BE SUBMITTED IN WRITING TO ALLIANT HEALTH PLANS, INC. PRIOR TO PUBLICATION FOR APPROVAL AND MAY NOT BE USED UNTIL WRITTEN APPROVAL IS RECEIVED.

As part of our routine procedures for appointing an broker, an investigative consumer report may be obtained pursuant to this authorization. If obtained, the report may include information gathered through personal interviews with you, your neighbors, your friends, and others with whom you are acquainted and related to your character and general reputation in the community.

You have the right, within a reasonable period of time to make a written request to Alliant Health Plan, Inc. for additional information as to the nature and scope of the report obtained. You also have the right, upon request, to be informed of the name and address of the consumer reporting agency that prepared the report.

Please send requests to:

Alliant Health Plans, Inc.
Attention: Broker Licensing Department
PO Box 1128
Dalton, GA 30722

In addition, if provided by the statutes of the state of your residence, you may also be entitled to contact the reporting agency directly and inspect or obtain a copy of the actual report.

I acknowledge that I have read the above and understand and authorize Alliant Health Plans, Inc. to request an investigative consumer report. A photocopy of this authorization shall be as valid as the original for permission to request the consumer report.

Signature: _____
Broker

Date: _____

Signature: _____
Alliant Health Plans, Inc.

Date: _____

ASSIGNMENT OF COMMISSIONS

(Complete only if assigning commissions)

I assign the following commissions, both first year and renewal, to the assignee identified below:

(Check one of the following)

- ☐ All business issued, including any business issued prior to the signature date -or-
- ☐ Business issued only after the signature date.

It is agreed and understood that, this agreement does not affect the right of Alliant Health Plans, Inc. to deduct the amount owed, if any, by the assignor to Alliant Health Plans, Inc.

Assignor Name: _____ Witness Name: _____

Assignor Social Security Number: _____

Assignor Signature: _____ Witness Signature: _____

Date Signed: _____ Date Signed: _____

ASSIGNEE INFORMATION

Name: _____
(Please print or type)

Address: _____
Street P.O. BOX

City County State Zip Code

Phone Number Fax Number

Tax Identification Number: _____

GA License Number for Assignee: _____

NOTE: Assignee must be a licensed health insurance entity to be a valid assignment.

ALLIANT HEALTH PLANS, INC.

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“Agreement”) is entered into by and between Alliant Health Plans, Inc., (the “Covered Entity”) and _____ (the “Business Associate”), effective as of the date below written (“Effective Date”). This Agreement is executed in conjunction with the [INSERT NAME OF AGREEMENT REQUIRING THIS BAA, E.G, AGENT AGREEMENT, PBM AGREEMENT] (the “Covered Entity Related Agreement”), which defines the scope and type of activities services that Business Associate is authorized to perform on behalf of the Covered Entity. This Agreement is a part of and subject to the terms of the Service Agreement, except that to the extent any terms of this Agreement conflict with any term of the Service Agreement, the terms of this Agreement shall govern

Covered Entity and Business Associate mutually agree to terms of this Agreement to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and HIPAA’s implementing regulations, Title 45, Parts 160 and 164 of the Code of Federal Regulations (“Privacy Rule”), regarding the confidentiality and security of individually identifiable health information obtained or created by Business Associate on behalf of Covered Entity in connection with the Services Agreement (collectively “HIPAA Rules”).

1. Definitions: Unless defined elsewhere in this Agreement, capitalized terms used herein shall have the same meanings as set forth in the Standards for Privacy or Security of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
 - a. “Business Associate” has the same meaning as the term “business associate” at 45 CFR 160.103.
 - b. “Covered Entity” has the same meaning as the term “covered entity” at 45 CFR 160.103.
 - c. “Designated Record Set” means a group of records maintained by or for a covered entity that is (i) the medical records and billing records about Individuals maintained by or for covered entity, (ii) enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a Health Plan, and (iii) used, in whole or in part, by or for covered entity to make decisions about Individuals. For the purposes of this paragraph, the term “Record” means any items, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for covered entity.
 - d. “Electronic Protected Health Information” or “Electronic PHI” has the meaning in 45 C.F.R. 160.103.
 - e. “HHS” means the United States Department of Health and Human Services.

- f. "Individual" has the same meaning as the term "individual" in 45 C.F.R. 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).
 - g. "Information System" means an interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes computer hardware, computer software, information, data, computer applications, communications and people.
 - h. "Privacy Rules" means the Standards for Privacy of Individually Identifiable Health Information found at 45 C.F.R. §§ 160 and 164, subparts A and E in effect or as amended, and with which compliance is required.
 - i. "Protected Health Information or PHI" has the same meaning as the term "protected health information" in 45 C.F.R. 160.103.
 - j. "Required by Law" has the same meaning as the term "required by law" in 45 C.F.R. 164.103 and 45 C.F.R. 164.512(a).
 - k. "Secretary" means the Secretary of HHS or his/her designee.
 - l. "Security Incident" has the meaning as the term "Security Incident" in 45 C.F.R. 164.304, which means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an Information System.
 - m. "Security Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A , C and E, in effect or as amended, and with which compliance is required.
2. Prohibition on Unauthorized or Illegal Use or Disclosure of PHI: Business Associate shall not use or disclose any PHI received from or on behalf of Covered Entity except as permitted or required by the Agreement, as Required by Law, or as otherwise authorized in writing by Covered Entity. In no event shall Business Associate use or disclose PHI in a manner that violates 45 C.F.R. Part 164, Subpart E as it if such use or disclosure were done by the Covered Entity, except as required by Section 3 below.
 3. Use and Disclosure of Protected Health Information: Business Associate may use and/or disclose PHI it receives or creates for, or receives from, Covered Entity to the extent necessary for Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities, only if:
 - a. The disclosure is Required by Law; or
 - b. Business Associate obtains reasonable assurances, evidenced by written contract, from any person or organization to which Business Associate shall disclose such PHI that such person or organization shall:

2687679 v03

- (i) hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization, or as Required by Law; and
- (ii) notify Business Associate, who shall in turn promptly notify Covered Entity, of any instance which the person or organization becomes aware of in which the confidentiality of such PHI was breached.

In no event shall Business Associate de-identify or use or disclose any de-identified PHI.

4. Minimum Necessary and Limited Data Set: In any instance when Business Associate Uses, requests or discloses PHI under this Agreement or in accordance with other agreements that exist between Company and Business Associate, Business Associate shall utilize a Limited Data Set, if practicable. Otherwise, Business Associate may Use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose, except that Business Associate will not be obligated to comply with this minimum necessary limitation with respect to:

- (i) Disclosure to or request by a Health Care Provider for Treatment;
- (ii) Use for or Disclosure to an Individual who is the subject of Company's PHI, or that Individual's Personal Representative;
- (iii) Use or Disclosure made pursuant to an authorization compliant with 45 C.F.R. §164.508 that is signed by an Individual who is the subject of Company's PHI to be used or disclosed, or by that Individual's Personal Representative;
- (iv) Disclosure to the United States Department of Health and Human Services ("HHS") in accordance with Section C(5) of this Agreement;
- (v) Use or Disclosure that is Required by Law; or
- (vi) Any other Use or Disclosure that is excepted from the Minimum Necessary limitation as specified in 45 C.F.R. §164.502(b)(2).

5. Safeguarding of PHI: Business Associate shall develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to prevent the improper use or disclosure of all PHI, in any form or media, received from or created or received by Business Associate on behalf of, Covered Entity. Business Associate shall document and keep these security measures current.

6. Security Standards: Business Associate shall implement administrative, physical and technical safeguards as defined by the HIPAA Security Rule for Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity.

7. Reporting Obligations:

- a. Upon discovery by Business Associate of a breach of the security of unsecured PHI or a Security Incident, Business Associate shall notify Covered Entity in writing within

twenty-four hours of obtaining knowledge or awareness of such breach or Security Incident. For the purposes of this subparagraph a Business Entity will be deemed to have knowledge of such a breach when, by exercising reasonable diligence, it would have been known to the Business Associate. Business Associate shall cooperate in good faith with Covered Entity in its compliance with, or at the instructions of Covered Entity at its sole discretion, Business Associate shall, on behalf of Covered Entity, comply with, the security breach notification requirements and obligations of Covered Entity set forth by Federal and State laws. If Covered Entity elects to cause Business Associate, on behalf of Covered Entity, to comply with, the security breach notification requirements and obligations of Covered Entity set forth by Federal and State laws, Business Associate shall promptly provide to Covered Entity evidence of such compliance, including without limitation, copies of all written documents created, sent or otherwise used for such compliance. Upon its discovery of the breach or Security Incident, Business Associate shall also immediately take all the following actions:

(i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment.

(ii) Investigate diligently such Security Incident, breach, or unauthorized use or disclosure of PHI or Confidential data. Within three (3) business days of the discovery, to notify the Covered Entity of the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during the Security Incident, breach or unauthorized use or disclosure. Business Associate shall also provide

(1) What data elements were involved and the extent of the data involved in the breach,

(2) A reasonably detailed description of where the PHI is believed to have been improperly transmitted, sent, or utilized;

(3) Identify the individuals or entities that were believed to be involved in the breach, Security Incident or unauthorized use or disclosure; and

(4) A reasonably detailed description of what the Business Associate is doing to mitigate losses and to protect against further breaches.

- b. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known or reasonably should be expected to be known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- c. If Business Associate maintains the Protected Health Information in a secure manner as defined by the regulations promulgated by the HHS and encrypted in accordance with the minimal encryption standards approved by HHS, Business Associate shall notify Covered Entity of the breach, but the information will be processed handled in

accordance with the rules and regulations as set forth in the American Recovery and Reinvestment Act of 2009 (ARRA) and the accompanying regulations.

8. Subcontractors and Agents: If Business Associate provides any PHI which was received from, or created for, Covered Entity to a subcontractor or agent of Business Associate, then Business Associate shall require such subcontractor or agent of Business Associate to enter into an agreement which imposes on such subcontractor or agent the same restrictions and conditions as are imposed on Business Associate by this Agreement, makes Covered Entity an express third party beneficiary thereof and permits Covered Entity to audit and inspect the places of business and books and records of such subcontractor or agent to determine such subcontractor's or agent's compliance with such agreement and the HIPAA Rules (a "Subcontractor BA Agreement"). The Business Associate shall deliver to Covered Entity a copy of each Subcontract BA Agreement within five (5) business days of its execution by the Business Associate.
9. Maintenance of the Security of Electronic Information: Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Health Information received by Business Associate from, or on behalf of, Covered Entity which pertains to an Individual. Business Associate shall document and keep these security measures current and available for inspection by Covered Entity, upon its request. Business Associate's security measures must be compliant with the Security Rule.
10. Access to PHI: Business Associate shall not provide access to any PHI held by Business Associate which is part of Covered Entity's Designated Record Set.
11. Amendment or Correction to PHI: Business Associate shall not amend or correct PHI held by Business Associate and which is part of Covered Entity's Designated Record Set.
12. Mitigation: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known or reasonably should be known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
13. Tracking and Accounting of Disclosures: Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity, to respond to an accounting of disclosures of PHI under 45 CFR §164.528. Business Associate agrees to provide Covered Entity an accounting of the disclosures required by 45 C.F.R. §164.528, within thirty (30) days upon receipt of the request and in the manner directed by the accounting requirements established by HIPAA and the American Recovery and Reinvestment Act of 2009 ("ARRA"), as applicable.
14. Accounting to Covered Entity and to Government Agencies. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or on behalf of, or created for, Covered Entity available to Covered Entity, or at the request of Covered Entity, to the Secretary of the Department of Health and Human Services (HHS) or his/her designee, in a time and manner designated by Covered Entity or the Secretary or his/her designee, for the purpose of determining Covered Entity's compliance with the Privacy Rule. Business Associate shall promptly notify Covered Entity of

communications with HHS regarding PHI provided by or created by Covered Entity and shall provide Covered Entity with copies of any information Business Associate has made available to HHS under this provision.

15. Term and Termination: The Term of this Agreement shall be effective as of the Effective Date and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

In addition to the rights of the parties established by the underlying Agreement, if Covered Entity reasonably determines in good faith that Business Associate has materially breached any of its obligations under this agreement, Covered Entity, in its sole discretion, shall have the right to:

- a. exercise any of its rights to reports, access and inspection under this Agreement; and/or
- b. require Business Associate to submit to a plan of monitoring and reporting, as Covered Entity may determine necessary to maintain compliance with this Agreement; and/or
- c. provide Business Associate with a thirty (30) day period to cure the breach;
- d. terminate the Agreement immediately; or
- e. if cure or immediate termination is not possible, Covered Entity shall notify Business Associate of its intent to report the material breach to the Secretary of HHS.

Before exercising any of these options, Covered Entity shall provide written notice to Business Associate describing the violation and the action it intends to take.

16. Return or Destruction of PHI: Upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate shall:
- a. Return to Covered Entity or, if return is not feasible, destroy all PHI and all Health Information in whatever form or medium that Business Associate received from or created on behalf of Covered Entity. This provision shall also apply to all PHI that is in the possession of subcontractors or agents of Business Associate. In such case, Business Associate shall retain no copies of such information, including any compilations derived from and allowing identification of PHI. Business Associate shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, Business Associate shall certify on oath in writing to Covered Entity that such return or destruction has been completed.
 - b. If Business Associate believes that the return or destruction of PHI or Health Information is not feasible, Business Associate shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is not feasible, Business Associate shall extend the

protections of this Agreement to PHI and Health Information received from or created on behalf of Covered Entity, and limit further uses and disclosures of such PHI, for so long as Business Associate maintains the PHI and Health Information.

17. Operations Insurance: During the term of this Agreement, Business Associate shall continuously maintain in-force the types of general liability, errors and omissions or other professional liability insurance required to be maintained by Business Associate under the Covered Entity Related Agreement.
18. Notices: All notices, requests and demands or other communications to be given hereunder to a Party shall be made via first class mail, registered or certified or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below:

If to Covered Entity:

If to Business Associate:

19. Miscellaneous

- a. Entire Agreement: This Agreement supersedes any and all other agreements, whether oral or in writing, between the Parties with respect to PHI, and this Agreement contains all of the covenants and agreements between the Parties with respect to PHI in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, that are not embodied in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.
- b. Automatic Amendment: Upon the effective date of any amendment to any of the regulations promulgated by HHS, or the issuance of any new regulations by HHS, with regard to PHI, this Agreement shall be deemed to be automatically amended so that the obligations imposed on Business Associate remain in compliance with such amended or new regulations.
- c. Interpretation: Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA Rules and applicable State law.
- d. Indemnification: Business Associate shall reimburse, indemnify and hold harmless Covered Entity, its affiliates and their respective stockholders, owners, partners, members, managers, directors, officers, employees, and agents (the "Covered Entity Indemnified Parties") from, against and in respect of any and all actions, suits, claims, interest, penalties, proceedings, investigations, audits, examinations, demands, losses (direct or

indirect), lost profits, diminution in value, liabilities, damages, interest, penalties, assessments, fines, judgments, costs and expenses, (including, without limitation, reasonable attorneys' fees and costs) (collectively, "Claims") incurred by any of the Covered Entity Indemnified Parties that result directly or indirectly from any (i) breach of this Agreement or violation of the HIPAA Rules or any other applicable federal or state law by the Business Associate or any of its employees, contractors, officers, or directors, (ii) breach by an subcontractor or agent of Business Associate of any Subcontractor BA Agreement or violation of the HIPAA Rules or any other applicable federal or state law by any such subcontractor or agent. The obligations of Business Associate under this Section 18 d. shall survive any termination or the expiration of this Agreement and the Service Agreement.

- e. Regulatory References: A reference in this Privacy Agreement to a section in the HIPAA Rules means the section as amended by the HITECH Act, and as may be further amended, from time to time.
- f. Waiver of Breach: The waiver by a party hereto of a breach of any provision of this Agreement by the other party hereto shall not operate or be construed as a waiver of any subsequent breach.
- g. Successors and Assigns: This Agreement shall inure to the benefit of the Covered Entity, its Affiliates, and its respective successors and assigns. This Agreement and benefits hereunder are personal to Covered Entity and Covered Entity may not assign to any other person this Agreement or any of Covered Entity's rights or remedies hereunder.
- h. Applicable Law: This Agreement is being executed and is intended to be performed solely in the State of Georgia and shall be construed and enforced in accordance with the laws of the State of Georgia.
- i. Counterparts: This Agreement may be executed by the parties hereto in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by PDF formatted page sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.
- j. Jointly Drafted Agreement: This Agreement shall be deemed to be the jointly drafted agreement of the parties hereto and any rule of construction that a document shall be interpreted or construed against a drafter of such document shall not be applicable.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

COVERED ENTITY

By: 

Title: CFO

Date: 12/07/2015

BUSINESS ASSOCIATE

Name: _____

By: _____

Signature: _____

Title: _____

Date: _____



DISCLOSURE AND AUTHORIZATION
[IMPORTANT – PLEASE READ CAREFULLY BEFORE SIGNING AUTHORIZATION]
DISCLOSURE REGARDING BACKGROUND INVESTIGATION

Health One Alliance ("the Company") may obtain information about you for employment (including contract or volunteer services) purposes from a third party consumer reporting agency. Thus, you may be the subject of a "consumer report" and/or an "investigative consumer report" which may include information about your character, general reputation, personal characteristics, and/or mode of living, and which can involve personal interviews with sources such as your neighbors, friends, or associates. These reports may contain information regarding your credit history, criminal history, social security verification, motor vehicle records ("driving records"), verification of your education or employment history, or other background checks, including drug screening. Credit history will only be requested where such information is substantially related to the duties and responsibilities of the position for which you are applying. You have the right, upon written request made within a reasonable time, to request whether a consumer report has been run about you, and disclosure of the nature and scope of any investigative consumer report and to request a copy of your report. Please be advised that the nature and scope of the most common form of investigative consumer report obtained with regard to applicants for employment is an investigation into your education and/or employment history conducted by MBI Worldwide, Corporate Headquarters, 981 North Park Drive, Suite 200, Herrin, IL 62948, (866) 275-4624, www.mbiworldwide.com, or another outside organization. The scope of this notice and authorization is all-encompassing, however, allowing the Company to obtain from any outside organization all manner of consumer reports and investigative consumer reports now and throughout the course of your employment to the extent permitted by law. As a result, you should carefully consider whether to exercise your right to request disclosure of the nature and scope of any investigative consumer report.

New York and Maine applicants or employees only: You have the right to inspect and receive a copy of any investigative consumer report requested by **Health One Alliance** by contacting the consumer reporting agency identified above directly. You may also contact the Company to request the name, address and telephone number of the nearest unit of the consumer reporting agency designated to handle inquiries, which the Company shall provide within 5 days.

New York applicants or employees only: Upon request, you will be informed whether or not a consumer report was requested by **Health One Alliance** and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. By signing below, you also acknowledge receipt of Article 23-A of the New York Correction Law.

Oregon applicants or employees only: Information describing your rights under federal and Oregon law regarding consumer identity theft protection, the storage and disposal of your credit information, and remedies available should you suspect or find that the Company has not maintained secured records is available to you upon request.

Washington State applicants or employees only: You also have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

ACKNOWLEDGMENT AND AUTHORIZATION

I acknowledge receipt of the **DISCLOSURE REGARDING BACKGROUND INVESTIGATION** and **A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT** and certify that I have read and understand both of those documents. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" by the Company at any time after receipt of this authorization and throughout my employment, if applicable. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested by MBI Worldwide, Corporate Headquarters, 981 North Park Drive, Suite 200, Herrin, IL 62948, (866) 275-4624, www.mbiworldwide.com, another outside organization acting on behalf of the Company, and/or the Company itself. I agree that a facsimile ("fax"), electronic or photographic copy of this Authorization shall be as valid as the original.

New York applicants or employees only: By signing below, you also acknowledge receipt of Article 23-A of the New York Correction Law.

Minnesota and Oklahoma applicants or employees only: Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company. ☐

California applicants or employees only: By signing below, you also acknowledge receipt of the **NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW**. Please check this box if you would like to receive a copy of an investigative consumer report or consumer credit report at no charge if one is obtained by the Company whenever you have a right to receive such a copy under California law. ☐

Signature: _____ Date: _____



APPLICANT INFORMATION

Please print the requested information. Lack of timely or missing information may delay processing of this request.

Applicant Name: _____
Last First Middle

Other legal names known by (limit to 7 years): _____

Present Address: _____
Street City State Zip County

Date of Birth: ____/____/____ (MM/DD/YYYY) Driver's License # _____ State _____

SSN: _____ Male / Female (Circle One) Race _____

Home Addresses for the Past 7 Years: (List additional addresses on separate page, if needed.)

Street Address	City	State/Zip	County	Dates	Mo/Year

Applicant Phone Number: _____
(Area Code) + Telephone Number

NOTICE REGARDING BACKGROUND CHECKS AND CREDIT CHECKS PER CALIFORNIA LAW

Health One Alliance (the "Company") intends to obtain information about you for employment screening purposes from a consumer reporting agency. Thus, you can expect to be the subject of "investigative consumer reports" and "consumer credit reports" obtained for employment purposes. Such reports may include information about your character, general reputation, personal characteristics and mode of living. With respect to any investigative consumer report from an investigative consumer reporting agency ("ICRA"), the Company may investigate the information contained in your employment application and other background information about you, including but not limited to obtaining a criminal record report, verifying references, work history, your social security number, your educational achievements, licensure, and certifications, your driving record, and other information about you, and interviewing people who are knowledgeable about you. The results of this report may be used as a factor in making employment decisions. The source of any investigative consumer report (as that term is defined under California law) will be MBH Worldwide, Corporate Headquarters, 101 North Park Drive, Suite 200, Homir, IL 62948, (866) 275-4624, www.mbhworldwide.com. The Company agrees to provide you with a copy of an investigative consumer report when required to do so under California law.

Under California Civil Code section 1786.22, you are entitled to find out what is in the ICRA's file on you with proper identification, as follows:

- In person, by visual inspection of your file during normal business hours and on reasonable notice. You also may request a copy of the information in person. The ICRA may not charge you more than the actual copying costs for providing you with a copy of your file.
- A summary of all information contained in the ICRA's file on you that is required to be provided by the California Civil Code will be provided to you via telephone, if you have made a written request, with proper identification, for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to you.
- By requesting a copy be sent to a specified addressee by certified mail. ICRA's complying with requests for certified mailings shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the ICRA's.

"Proper identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the ICRA require additional information concerning your employment and personal or family history in order to verify your identity.

The ICRA will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information contained in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection. You may be accompanied by one other person of your choosing, who must furnish reasonable identification. An ICRA may require you to furnish a written statement granting permission to the ICRA to discuss your file in such person's presence.

Notice Regarding Credit Checks:

Pursuant to Section 1024.5 of the California Labor Code, the Company informs you that it may obtain a credit report about you from the above named entity, because you are seeking to work in the following position:

- | | |
|--|--|
| <input type="checkbox"/> An employee covered by the executive exemption set forth in subparagraph (1) of paragraph (A) of Section 1 of Wage Order 4 of the Industrial Welfare Commission; | credit card account information, social security number, or date of birth; |
| <input type="checkbox"/> A position in the state Department of Justice; | <input type="checkbox"/> A position which the person can enter into financial transactions on behalf of the company; |
| <input type="checkbox"/> A sworn peace officer or other law enforcement; | <input type="checkbox"/> A position that involves access to confidential or proprietary information; |
| <input type="checkbox"/> A position for which the information contained in the report is required by law to be disclosed or obtained; | <input type="checkbox"/> A position that involves regular access to \$10,000 or more of cash; or |
| <input type="checkbox"/> A position that involves regular access to specified personal information for any purpose other than the routine solicitation and processing of credit card applications in a retail establishment, such as bank or | <input type="checkbox"/> The Company will not obtain a consumer credit report on you. |

NOTICE REGARDING CREDIT CHECKS PER VERMONT LAW

Pursuant to Vermont Act No. 154 (S. 95), the Company informs you that it may obtain a credit report about you, for the following reason(s):

- ☐ The information is required by state or federal law or regulation;
- ☐ You seek to be/are employed in a position that involves access to “confidential financial information” (defined as “sensitive financial information of commercial value that a customer or client of the employer gives explicit authorization for the employer to obtain, process, and store and that the employer entrusts only to managers or employees as a necessary function of their job duties”);
- ☐ The Company is a financial institution as defined in 8 V.S.A. §11101(32) or a credit union as defined in 8 V.S.A. §30101(5);
- ☐ You seek to be/are employed in a position as a law enforcement officer, emergency medical personnel or firefighter as these terms are respectively defines in 20 V.S.A. §2358, 24 V.S.A. §2651(6) and 20 V.S.A. §3151(3)
- ☐ You seek to be/are employed in a position that requires a financial fiduciary responsibility to the Company or a Company’s clients, including the authority to issue payments, collect debts, transfer money or enter into contracts;
- ☐ You seek to be/are employed in a position that involves access to the Company’s payroll information;
- ☐ The Company can demonstrate that credit information is a valid and reliable predictor of employee performance in the your specific position of employment;
- ☐ The Company will not obtain a consumer credit report on you.



OFFICE OF COMMISSIONER OF INSURANCE
COMMUNAL AFFAIRS - REGISTRATION - LICENSING - INVESTIGATIONS
Ralph T. Hudgins, Commissioner



www.oai.ga.gov

Phone: 404-235-5174 Email: RAHudgins@oai.state.ga.us
Request For New & Terminated Certificate Of Authority

AGENTS LICENSING
OID-379-AL APT2015

1. GENERAL INSTRUCTIONS

- A. This request should be submitted by the insurer only.
B. **DO NOT REMIT ANY PAYMENT AT THIS TIME**, the Department will bill the insurer monthly for all new appointments processed within the previous month.
C. If the appointing company is registered with SIRCCN, the "preferred" process is to complete this request on-line at: www.sirccn.com
D. There are no fees for Certificate Of Authority Termination.
E. Certificates of Authority may not be processed for temporary licenses.
F. Mailing Address: PSI Services LLC, 2997 Cobb Parkway SE, P.O. Box 723957, Atlanta, GA 31139

2. NEW/TERMINATED CERTIFICATE OF AUTHORITY INFORMATION

Indicate type of request by placing an "X" in the appropriate box and completing the related section.

☐ **ADD A NEW CERTIFICATE OF AUTHORITY**

Do not remit any payment at this time. A certificate of Authority (appointment) will cover all classes COMMON BETWEEN THE INSURER AND THE APPOINTED LICENSEE.

☐ **TERMINATE AN EXISTING CERTIFICATE OF AUTHORITY**

Complete the section below. Requests for termination must be submitted within 30 days of the termination date. There is no fee for a Certificate of Authority termination.

Termination Effective Date: _____

Reason for Termination: _____

Is this a termination for cause?

☐ No

☐ Yes

If yes, please attach all supporting documentation with this form.

3. LICENSEE INFORMATION

Print the agent's name as it appears on the agent's Georgia Insurance license in the box

_____	_____	_____	_____
Last Name	First Name	MI	Suffix (Jr., Sr.)

_____	_____	_____
License Number	National Producer Number	EDN

I, the undersigned agent, certify that I am properly licensed in the State of Georgia for the Certificate of Authority for which I am applying.

Agent Signature

Date

4. INSURER INFORMATION

Print the insurer's name as it appears on Georgia's company records on the line provided. Print insurer's NAIC number on the line provided. The authorized company official must sign and date the document.

Alliant Health Plans, Inc.

Insurer Name

Insurer's NAIC Number 11256

We, the undersigned, have made a diligent inquiry and investigation relative to this applicant's identity, residence and experience or instruction, including a character report by an agency not affiliated with this company, as to the classes of insurance to be transacted and are satisfied that the applicant is trustworthy and qualified to act as our agent and to hold himself out in good faith to the general public as such agent. We desire that he/she represent us in your state. I, the undersigned officer, certify that the insurer has in its possession a copy of this applicant's current and valid license and that the applicant has received a copy of this request for appointment. Further, we understand that it is a violation of the Georgia Insurance Statutes for any company to accept applications for insurance from an applicant if the applicant is not properly licensed.

SIGNATURE OF AUTHORIZED
COMPANY OFFICIAL
(877) 668-1015
Contact Phone Number

Mark Mixer

NAME OF AUTHORIZED
COMPANY OFFICIAL
(706) 529-5529
Contact Fax Number

DATE

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.	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; 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 (S-C corporation, S-S corporation, P-partnership) in _____ Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) in _____	4. Exceptions (enter only in certain entities; not individuals; see instructions on page 3): Except paper entity (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applicable amounts excluded/limited by the IRS)</i>
	5. Address (number, street, and apt. or suite no.) 6. City, state, and ZIP code	Requester's name and address (optional)
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 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.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidance on whose number to enter.

Social security number									
				-			-		
OR									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 line 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, line 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 3.

Sign Here	Signature of U.S. person in _____	Date in _____
-----------	-----------------------------------	---------------

General Instructions

Business references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after its release) is at www.irs.gov/w9.

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-DIV (dividend or interest)
- Form 1099-INT (interest earned or paid)
- Form 1099-ORD (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-E (miscellaneous income from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

Form 1099 (from mortgage interest), 1099-E (student loan interest), 1099-T (dividends)

Form 1099-D (dividend or interest)

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 social TIN.

If you do not send Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the fill-out form, you:

1. Certify that the TIN you are giving is correct for 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 person. If applicable, you are also certifying that as a U.S. person, your alternate share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partner's 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?* on page 2 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 partner's 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 substitute 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 substituting the U.S. status and avoiding withholding on its distributable 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 persons. 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 8833 (see Publication 918, *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 forms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, some 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 exemption 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 two items:

1. The treaty country. Generally, this must be the area treaty under which you claimed exemption from tax as a nonresident alien.
 2. The treaty article substantiating the income.
 3. The article number for taxation 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.
- B. **Substantive basis 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 he or she stays 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 exemption (under paragraph 2 of the first protocol) and is relying on this exemption to claim an exemption from tax on his or her scholarship or fellowship income must 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 8222.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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 listing local operations. Most other 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 defaulted on interest 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 separate 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 separate interest and dividend accounts opened after 1983 only).

Certain payments and payments are exempt from backup withholding. See Exempt payments on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships above.

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 payments are exempt from FATCA reporting. See Exemptions from FATCA reporting on page 3 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 are subject 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 U.S. corporation that wants to be on B corporation, or if you are no longer an exempt payee. 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 conditions or information may subject you to criminal penalties including fines and/or imprisonment.

Blatant or Title. If the requester discloses or uses Title 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of 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 applicants. 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 1540 (NOV-10-DEZ) you filed with your application.

b. **Self-proprietor or single-member LLC.** Enter your individual name as shown on your 1540 (NOV-10-DEZ) 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, S Corporation, or B 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 check 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)(ii). 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 same as 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. "Disregarded 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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

United Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "United Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2503 to be treated as a corporation, check the "United Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "United Liability Company" box; instead check the first box in line 3 "Individual proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding under FATCA reporting, enter in the appropriate space in line 4 any exemption that may apply to you.

Exempt person 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 attorney 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(c)(3), any FIA, or a nonprofit exempt under section 408(a)(7) if the exempt satisfies the requirements of section 401(j)(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(c)
- 11—A financial institution
- 12—A retirement income in the investment company as a securities or commodities
- 13—A trust exempt from tax under section 664 or described in section 4647

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payee 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 investment 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 12
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: interest and health care payments, attorney fees, gross proceeds paid to an attorney reportable under section 504(c)(9), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting rules. 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 unsure if the financial institution is subject to these requirements. A payor may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any other indicator) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(c)(3) or any political subdivision, plus as defined in section 7704(a)(2)

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 national securities markets, as described in Regulations section 1.1472-4(a)(7)(ii)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-4(a)(7)(ii)

F—A dealer in securities, commodities, or derivative financial instruments (including national principal contractors, brokers, forwarders, and options) that is regulated 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(c)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4647(a)(1)

M—A tax exempt trust under a section 408(a) plan or section 457(a) plan

Notes. 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.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate line. If you are a resident alien and you do not have and are not eligible to get an EIN, your TIN is your IRS-issued taxpayer identification number (TIN). Enter it in the exact 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 EIN or EIN. However, the IRS prefers that you use your EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see United Liability Company (LLC) on this page), enter the owner's EIN (or EIN). If the owner has none, do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Notes. See the chart on page 4 for further clarification of names and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an EIN, get Form SS-4, Application for a Social Security Card, from your local SSA office or get this form online at www.irs.gov. You may also get this form by calling 1-800-778-1213. 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 (1-800-829-5578).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and mark "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 real estate interests, 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.

Notes. Marking "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 certify to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be required to sign by the withholding agent even if items 1, 4, or 8 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (plus required). In the case of a disregarded entity, the person identified on the 1 must sign. Except payees, see *Except payee note* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 8 below.

1. **Interest, dividend, and broker exchange accounts opened before 1984 and broker accounts established on or after 1984.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and broker exchange accounts opened after 1983 and broker accounts established on or after 1984.** 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 in the response, you must cross out item 2 in the certification before signing the form.

3. **Most estate beneficiaries.** 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 rent, royalties, goods (other than title for merchandise), medical and health care services (including payments to corporations), payments to a minor for services, payments made in settlement of personal and third party lawsuit settlements, payments to certain living trust arrangers and fiduciaries, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, capital gains or shareholder of secured property, certificate of debt, qualified tuition program payments (under IRAs, 529s, Coverdell ESA, Archer ESA or 529A 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 EIN or
1. Individual	The individual
2. Two or more individuals (joint account)	The joint owner of the account or, if co-owned funds, the first individual on the account ¹
3. Discretionary account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The most revocable savings trust (grantor is also trustee) b. Discretionary trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The estate owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Employer (not filing under Optional Form 1099-Filing Method 1: see Regulations section 1.591-4(a)(2)(ii) (B))	The grantor ³
For this type of account	Give name and EIN or
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 9632 or Form 2280	The corporation
10. Association, club, religious, charitable, educational, or other non-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered securities	The broker or securities
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or primary trust receives agricultural program payments)	The public entity
14. Employer (not filing under the Form 1099-Filing Method or the Optional Form 1099-Filing Method 2: see Regulations section 1.591-4(a)(2)(ii) (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 EIN, that person's number must be furnished.

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

³ You must show your individual name and you may also enter your business or DBA name on the "Business name (if not legal entity)" name line. You may also enter your EIN or EIN if you have one, but the IRS messages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not include the TIN of the personal representative or trustee unless the legal entity that is not designated in the account title.) Also see Special rules for partnerships on page 2.

⁵ Write "Estate" and enter a Form W-9 in lieu of a trust.

Note. If no name is entered 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.
- Encourage your employer to protect 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 1-800-856-4899 or submit Form 14033.

For more information, see Publication 4532, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing account loss 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 1-877-777-4776 or TTY/TDD 1-800-829-4838.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to solicit legitimate business emails and websites. The most common use is sending an email to a user falsely claiming to be an established legitimate enterprise in an effort to access the user's confidential private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via email. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or other 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 scams at the IRS scam, tips, or other IRS properly to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at www.ftc.gov or contact them at www.ftc.gov/idtheft or 1-877-IDENTITY (1-877-436-4636).

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 this form to file information returns with the IRS, reporting the above information. Filing is an act of this information is being given to the Department of Justice for civil and criminal litigation and to allow, either, the District of Columbia, and U.S. attorneys and prosecutors for use in administering their laws. The information also may be disclosed to other agencies under a treaty, to federal and state agencies to enforce state and criminal laws, or to federal law enforcement and intelligence agencies to conduct terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3405, payors must generally withhold a percentage of benefits interest, dividend, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.