

# Fallon Health (Fallon) and Fallon Health & Life Assurance Company (FHLAC) Brokerage Agreement

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_; between Fallon Community Health Plan, Inc. ("Fallon"), a Massachusetts health maintenance organization ("HMO"), Fallon Health & Life Assurance Company, Inc. ("FHLAC") (collectively "Fallon/ FHLAC"), and \_\_\_\_\_ ("Broker"), as follows:

WHEREAS, Fallon and FHLAC are both duly licensed and operating health care services organizations selling prepaid health care plans in the Commonwealth of Massachusetts,

WHEREAS, Broker is licensed by the Massachusetts Division of Insurance to sell Fallon/FHLAC's plans and its license is current and in full force and effect, and

WHEREAS, Broker is not an employee of Fallon/FHLAC,

WHEREAS, Broker has been designated as the Broker of Record by the employer group offering the plan, and

WHEREAS, Fallon and Broker desire to enter into an agreement whereby Fallon/FHLAC compensates Broker for Broker's services in marketing Fallon's fully insured commercial HMO plan(s) and FHLAC's fully insured POS and PPO plan(s) ("Fallon/FHLAC's Plans").

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is mutually agreed by and between the parties hereto as follows:

1. Broker shall provide sales and marketing services for Fallon/FHLAC in the marketing of Fallon/FHLAC's Plans to employer groups in the Commonwealth of Massachusetts. Broker shall at all times be licensed by the Massachusetts Division of Insurance as a broker in good standing and will remain in strict compliance with all applicable state laws, federal laws, and Fallon/FHLAC sales, marketing and broker policies and procedures, including adherence to Fallon/FHLAC's underwriting guidelines, and this Agreement. Broker shall notify Fallon/FHLAC in writing within 15 days of the termination, expiration, surrender, suspension, revocation, or disciplinary proceedings relating to Broker's license. It is the responsibility of any brokerage agency to ensure that all of its Brokers are licensed.
2. In order to be qualified for Fallon/FHLAC Broker compensation, the Broker is required to supply the following documents: Completed W-9 form, a copy of current Massachusetts resident broker's license/producer license, Fallon/FHLAC Brokerage Agreement signed by licensed agents and the Fallon/FHLAC Manager of Sales Operations, and a Broker of Record letter from the employer group, with effective date of Broker of Record designation, the Broker name(s) (and any splits in commission among multiple Brokers) and signed by an officer of the account. A Broker of Record letter may not be required for newly contracting brokers.
3. Broker shall provide to Fallon/FHLAC evidence of general liability and other insurance coverage in an amount satisfactory to Fallon/FHLAC and shall maintain said coverage during the term of this Agreement. Broker agrees to indemnify and hold Fallon/FHLAC harmless as to any suit, damages, or loss resulting from negligence of Broker and arising out of or in connection with Broker's duties hereunder. Broker shall supply a copy of the declaration page of their E&O policy showing coverage of at least \$1,000,000 when first contracting with Fallon/FHLAC, and also upon request. The Broker is responsible for maintaining E&O coverage in full form.
4. Fallon/FHLAC shall not pay to Broker commission paid by employer and procured by Broker until Broker provides Fallon/FHLAC a written letter of confirmation from such employer designating Broker as "Broker of Record."
5. Fallon will not pay broker commissions on a retroactive basis beyond a period of 12 months.
6. Broker agrees to use its best efforts to maintain the relationship between Fallon/FHLAC and the employer, and to maintain full cooperation by the employer and its group of employees with Fallon/FHLAC, in compliance with Fallon/FHLAC's underwriting guidelines.
7. Fallon/FHLAC reserves the right to review and approve all applications for contracts with prospective groups identified by Broker. Further, Fallon/FHLAC reserves the right to approve all Broker's proposals to ensure that all proposals are in conformance with Fallon/FHLAC's policies and procedures. Fallon/FHLAC's right of prior approval of all employer group contracts shall be clearly stated in all proposals prepared by Broker. All enrollments shall take the form of a contract between the employer group and Fallon/FHLAC.
8. In representing Fallon/FHLAC in the marketing of Fallon/FHLAC's Plans, Broker shall utilize only sales material authorized by Fallon/FHLAC, shall adhere to all policies, rules and regulations provided by Fallon/FHLAC to Broker in writing with regard to sales, and shall in no way misrepresent Fallon/FHLAC.
9. Broker acknowledges that the Patient Protection and Affordable Care Act (PPACA) requires insurers and employers to provide a Summary of Benefits and Coverage (SBC) to all eligible employees during the first open enrollment period beginning on or after September 23, 2012. Broker shall provide SBCs created by Fallon/FHLAC to all employer groups that have designated Broker as the Broker of Record. Broker shall instruct the employer group of the PPACA requirement to provide all eligible employees with a SBC for each plan design for which they are eligible to enroll during the employer group's open enrollment period. Broker shall confirm the employer group has distributed the Fallon/FHLAC SBCs to all eligible employees.
10. Fallon/FHLAC shall submit an invoice for premiums to each employer group. In the event that Broker receives funds on behalf of Fallon/ FHLAC from any person, Broker shall accept such funds from employer groups only in the form of checks made payable to "Fallon Health" and shall forward such checks to Fallon/FHLAC by the close of the business day following receipt thereof.
11. In consideration for Broker's services in marketing Fallon/FHLAC's Plans, Fallon/FHLAC shall pay Broker a commission in accordance with the compensation schedule attached hereto on a monthly basis. The records of the employer group as to enrollment shall be conclusive. Such compensation shall be payable only so long as this Agreement is in effect and Broker is recognized by the employer as the Broker of Record to receive said compensation. Fallon/FHLAC reserves the right to modify compensation rates and/or bonuses from time to time.
12. In the event Fallon/FHLAC pays a commission to Broker due to error, whether Broker or Fallon/FHLAC error, including, but not limited to, payment of commission for premiums that the employer fails to pay to Fallon/FHLAC, Fallon/FHLAC may offset any future commissions payable against such amount or collect such amount thereof directly from Broker. If collected directly from the Broker, the Broker shall promptly refund all such commissions to Fallon/FHLAC, within thirty (30) days of Fallon/FHLAC's written request for such refund.
13. A Broker shall notify Fallon in writing and provide supporting legal documentation of any acquisition or merger (hereinafter an "Acquisition") of/with any other broker. For the purpose of measuring and paying any earned broker bonus, Fallon will deem such Acquisition as having occurred at the beginning of the year following the date of the Acquisition.
14. The initial term of this Agreement is one (1) year from the date as of which this Agreement is executed. This Agreement shall automatically renew at the end of the initial term and continue in effect from year to year thereafter until terminated. If any party defaults

in the performance of any of its duties or obligations hereunder, and such default has not been cured within thirty (30) days of the non-defaulting party's giving of written notice of such default, specifying the nature of the alleged default or breach, the non-defaulting party may give notice of intent to terminate this Agreement to the defaulting party, and this Agreement shall terminate with regard to all parties on the last day of the month in which the thirtieth (30th) day following the date of the initial written notice of default occurs.

Instances of default under the Agreement shall include, but not be limited to: (i) Broker's license being suspended, revoked or not renewed by the Commonwealth of Massachusetts; (ii) Broker acting in a manner that is injurious to Fallon/FHLAC; (iii) Broker acting in a manner that constitutes fraud and/or misrepresentation.

15. If Fallon/FHLAC determines that fraud and/or misrepresentation has occurred on any of the Broker of Record letters, credentials, quote requests, authorizations to quote, forms, remittances, membership applications and/or any other transactions submitted by the Broker to Fallon/FHLAC, Fallon/FHLAC may terminate this Agreement retroactive to the date of the fraud or misrepresentation at its sole discretion. The Broker will be responsible for reimbursing Fallon/FHLAC for any commission and/or bonus paid to the Broker by Fallon/FHLAC from the point of the fraud and/or misrepresentation to the termination date.
16. Broker acknowledges that Fallon/FHLAC has developed certain symbols, trademarks, service marks, data, processes, plans, procedures and information, including but not limited to broker commission and bonus, rates, quotes, and online tools, which are proprietary information and trade secrets of Fallon/FHLAC (the "Proprietary Information"). At all times, both during Broker's performance of services pursuant to this Agreement and after the termination of this Agreement, Broker agrees not to use or permit the use of the Proprietary Information, except as expressly contemplated by this Agreement, without the prior written consent of Fallon/FHLAC and Broker shall cease or cause the cessation of any and all usage of the Proprietary Information and shall return copies thereof, including all sales materials for the Plan, to Fallon/FHLAC immediately upon the termination of this Agreement.
17. Broker covenants and agrees that the contract between Fallon/FHLAC and the employer is the exclusive property of Fallon/FHLAC, and Broker has no property or other interest whatsoever in such contract.
18. This Agreement and all exhibits and other documents furnished pursuant to this Agreement and expressly made a part hereof shall constitute the entire agreement relating to the subject matter hereof between the parties hereto. Each party acknowledges that no representation, inducement, promise or agreement has been made, orally or otherwise, by the other party, or anyone acting on behalf of the other party, unless such representation, inducement, promise or agreement is embodied in this Agreement, expressly or by incorporation.
19. Except as otherwise provided in this Agreement, no amendment to this Agreement shall be valid unless it is in writing and signed by the parties. Broker agrees that Fallon/FHLAC has the right to alter the broker compensation schedule as necessary, that that this shall not constitute an amendment to this Agreement.
20. The validity and interpretation of this Agreement, and the rights and obligations of the parties hereunder, shall be governed by the laws of the Commonwealth of Massachusetts from time to time in force.
21. If any provision of this Agreement is held to be invalid, void or unenforceable, such part will be treated as severable and the remaining provisions shall nevertheless continue in full force and effect.
22. The obligations of each party to this Agreement shall inure solely to the benefit of the other party, and no person or entity shall be a third-party beneficiary of this Agreement.
23. Any notice or other communication made or contemplated by this Agreement to be in writing shall be deemed to have been received by the party to whom it is addressed three (3) business days after it is deposited in the United States mail, postage prepaid, return receipt requested and addressed as follows:

<b>If to Fallon or FHLAC:</b>	<b>If to Agency/Broker:</b>	
Manager of Sales Operations	Company name: _____	Tel: _____
Fallon Health	Attn: _____	Fax: _____
10 Chestnut Street	Address: _____	Email: _____
One Chestnut Place	_____	Website: _____
Worcester, MA 01608	Agency owner: _____	
	Broker name: _____	

Or to such other address of which the receiving party has given notice pursuant to this Section.

24. This Agreement may be assigned by either party only with the prior written consent of the other party. Unless otherwise agreed, any such assignor shall remain liable for all assigned obligations in the event of any failure of performance thereof. All of the terms, provisions and obligations of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.
25. None of the provisions of this Agreement are intended to create, nor shall be deemed nor construed to create, any relationship between Fallon/FHLAC and Broker other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees or agents, shall be construed to be the agent, partner, co-venturer, employee, or representative of the other.
26. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument.

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

**Fallon Community Health Plan, Inc./Fallon Health & Life Assurance Company, Inc.**

**Broker**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

# Broker small group online quoting application

## Online small group quoting with QuoteNow

Get your new business quotes quickly and easily. By using our online QuoteNow tool, you can create custom proposals for your prospects, manage group census data and more!

To register for QuoteNow, please fill out the broker information below.

Broker name/agency		Broker/agency license #		
Contact name				
Address		City	ST	ZIP
Phone		Fax		
E-mail				
Additional QuoteNow users		Broker Admin Access* (Y or N)	Broker/agency license number	Contact information
Broker name			Broker license #	E-mail
				Cell phone #
Broker name			Broker license #	E-mail
				Cell phone #
Broker name			Broker license #	E-mail
				Cell phone #

## Send this completed form to:

New Business Sales & Broker Relations | **Attn: Broker Relations**  
Fallon Health | 10 Chestnut St., Worcester, MA 01608  
1-888-746-4823 | Fax: 1-508-368-9565 | E-mail: [Broker@fallonhealth.org](mailto:Broker@fallonhealth.org)

To conduct business with Fallon Health and to use the online quoting tool, you must be a licensed contracted broker in good standing with Fallon Health and the Commonwealth of Massachusetts Division of Insurance. If a registered QuoteNow user leaves your organization, you are responsible for notifying Fallon Health of this change.

Applications will be reviewed by a Fallon Health representative. Once your application is approved, you will receive your login name and password via e-mail. If you have any questions, please contact Broker Relations at 1-888-746-4823.

## The tools you need at your fingertips

We know how hard you work to find the best health plans for your clients. At Fallon Health, we'll give you the tools you need to make your job easier.

**\*Allows broker access to all quotes from their agency.**

*Final rates will be subject to underwriting analysis and actual enrollment as of the plan effective date. This applies to small group only. I acknowledge that Fallon Health's online quoting tool and the information it generates constitute confidential and proprietary Fallon Health information, and I agree that the online quoting tool remains Fallon Health's exclusive property, that I will use the online quoting tool only as intended under my brokerage agreement with Fallon Health, and that I will not disclose the online quoting tool to any third party, other than to the employer group health plans on whose behalf I am using the online quoting tool. I also agree to truthfully and accurately represent Fallon Health products, and conditions thereto, to employer group health plans.*

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



## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

### Purpose of Form

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

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

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

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,

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

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

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

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

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

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

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 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, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

**Limited liability company (LLC).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

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

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

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

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

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

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

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

## Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

### Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## What Name and Number To Give the Requester

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

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

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

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

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

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

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.