

# BLACK GOULD & ASSOCIATES, INC.



Proudly providing quality employee benefit and individual products and services to our brokers and their customers

Thank you for your interest in developing a relationship with Black Gould & Associates. It is our vision to be the most efficient and cost-effective marketing, commission processing and servicing system available to our agents and brokers. Above all, we value all of our relationships, and credit our success to the people with whom we do business. Feel free to contact us at any time and know that you are always welcome to visit either of our two locations in Arizona.

## **Here is how to get started...**

Please submit the following paperwork so that we may enter your information into our systems.

1. A completed broker licensing questionnaire
2. A completed IRS W-9 form
3. A completed direct deposit authorization form  
(along with a copy of voided check or official letter from your bank)
4. A signed Business Associate Agreement (BAA)
5. A signed Business Code of Ethics & Conduct (BCEC)
6. A copy of your insurance license
7. A copy of your E&O Insurance Certificate

In the upcoming days, you will be contacted by a member of Black Gould & Associates marketing department. They will schedule a meeting with you at which time they will review all of the services that Black Gould & Associates has to offer as well as answer any of your questions and address any concerns. We look forward to meeting with you soon!

Black Gould & Associates, Inc.  
3800 N. Central Ave. 9<sup>th</sup> Floor  
Phoenix, Arizona 85012  
602.277.2144

Black Gould & Associates, Inc.  
4516 E. Camp Lowell Dr  
Tucson, Arizona 85712  
520.290.8822



# BLACK, GOULD & ASSOCIATES, INC.

## LICENSING INFORMATION QUESTIONNAIRE

Name: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Agency Name (if applicable): \_\_\_\_\_ Tax I.D. #: \_\_\_\_\_

Date of Birth (if applicable): \_\_\_\_\_

Commissions payable to:   SSN           EIN

\*\*Commissions can only be paid to the entity that holds the license\*\*

### Check Primary Address:

Street Address: \_\_\_\_\_

\_\_\_\_\_

P.O. Box Address: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

### BGA Website Information:

Username: \_\_\_\_\_

\*\*If the username you provide is already in use, a new one will be created for you\*\*

Password (Must be at least 6 digits): \_\_\_\_\_

If you were referred to BGA or are currently working with a BGA employee, please list their name below:

\_\_\_\_\_

**Please attach a copy of your insurance license, direct deposit form, HIPAA Agreement and completed W-9 form and return to:**

Black, Gould & Associates, Inc.  
3800 N. Central Ave, 9<sup>th</sup> Floor  
Phoenix, Arizona 85012  
Or fax to (602) 424-9962

Questions? Please call 602.776.1308

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### For BGA use only:

BGA Large Group Account Executive: \_\_\_\_\_ BGA Small Group Account Executive: \_\_\_\_\_

BGA Individual Account Executive \_\_\_\_\_ Parent/Child



Black, Gould & Associates Inc.  
 3800 N. Central Ave., 9<sup>th</sup> Floor  
 Phoenix, Az 85012  
 Ph: 602-277-2144

## Direct Deposit Authorization Form

### Broker Information

Company Name/First Name	M.I.	Last Name	FIN/SSN
Street Address		City	State      Zip
Email Address –Required*		Telephone	Fax

\*Must have internet access to participate in EFT

### Bank Information

Bank Name/Financial Institution	Branch location
Bank Address	City      State      Zip
Bank Routing Number:      (The 9 Digit bank routing number may be located at the bottom left corner of your check or verify with bank)	
Depositor Account Number:	<input type="checkbox"/> Checking (attach a voided check) <input type="checkbox"/> Savings

I hereby authorize and request Black, Gould & Associates, Inc. (BGA) to deposit my commission check via electronic fund transfer (EFT) and my financial institution to credit this amount to my account. I understand if funds to which I am not entitled are deposited into my account I authorize BGA to direct the bank to return said funds. This authority is to remain in effect until revoked by me in writing and until BGA actually receives such notice of termination. BGA will make the necessary changes within 10 business days of receipt of such termination. I will not hold BGA responsible for delay, loss, or misapplication of funds due to incorrect or incomplete information supplied by me or my depository, or failure of my depository to correctly credit/debit my account. I understand that an unforeseen delay in processing by an outside entity (financial institution) due to computer downtime, power outages or other unavoidable occurrences might affect the date of credit/debit to funds in my account. BGA will not be responsible for any overdraft conditions or penalties incurred as a result of the deposit payment not being applied properly.

Signature of depositor as shown on bank records	Date
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**Please Note: It can take up to 3 – 4 weeks to implement an automatic deposit. If you transfer to a new bank, or if you change accounts, your automatic deposit may be interrupted. Please contact us immediately to update changes to your account information.**

**Forward completed & signed form to:**  
 Black, Gould & Associates, Inc., Attn: Commissions Dept.,  
 3800 N. Central Ave., 9<sup>th</sup> Floor, Phoenix, AZ 85012  
 Email: [commissions@blackgould.com](mailto:commissions@blackgould.com) or Fax 602-776-1392

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b>  <b>See Specific Instructions on page 3.</b>	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b>	Business name/disregarded entity name, if different from above.	
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b>	City, state, and ZIP code	
	<b>7</b>	List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									

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

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<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.

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

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

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

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

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form**, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

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

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**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 their 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 their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. 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, enter it on line 2.

### Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

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

#### Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, 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 territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

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

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

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

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

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

**Line 5**

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

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 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/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

## Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. 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>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

<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 on line 1, and enter your business or DBA name, if any, on line 2. 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.)

\* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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

## Secure Your Tax Records From Identity Theft

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

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 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 property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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

BUSINESS ASSOCIATE AGREEMENT  
AGENT/AGENCY and GENERAL AGENT

This Business Associate Agreement (“Agreement”) is entered into by and between you (the Agent) and/or the Agency that you represent (Agent and Agency collectively, the “Business Associate”), on the one hand, and, Black, Gould & Associates, Inc. (“General Agent”) on the other (Business Associate and General Agent each a “Party”, and collectively, the “Parties”).

**RECITALS**

WHEREAS, Business Associate is the Agent/broker for its employer clients (“Employer”), which sponsor and maintain an employee welfare benefit plan (“Covered Entity”), and Warner Pacific Insurance Services, Inc. acts as a general agent with respect to the contracts entered into by and between the Employer/Covered Entity and various insurance carriers;

WHEREAS, Business Associate’s services are required and have been retained by Covered Entity in connection with the administration of the benefits offered by Covered Entity (a true and correct copy of the agreement between such Employer/Covered Entity and Business Associate is retained by the Business Associate);

WHEREAS, in the course of providing services to Covered Entity, Business Associate may perform functions or activities involving the Use or Disclosure of PHI pertaining to participants and beneficiaries of Covered Entity, and, in turn, General Agent may perform functions or activities involving the Use or Disclosure of such PHI in the course of providing services to Business Associate;

WHEREAS, the Secretary of Health and Human Services has issued regulations requiring a contract between Covered Entity and Business Associate in order to protect against the unauthorized Use and Disclosure of Protected Health Information by Business Associate, and, in turn, requiring a contract between Business Associate and General Agent to the extent that General Agent creates, receives, maintains, or transmits PHI from Business Associate;

WHEREAS, this Agreement is intended to ensure that General Agent will establish and implement appropriate safeguards for PHI that General Agent may receive, create, maintain, Use, or Disclose in connection with the functions, activities, and services that are performed;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**I. DEFINITIONS**

- a. Unless the context clearly indicates otherwise, the following terms in this Agreement shall have the same meaning as those terms are defined in 45 C.F.R. Part 160 or 164: Breach, Data Aggregation, Designated Record Set, Disclosure, Individual, Required By Law, Secretary, and Use.
- b. Specific definitions:

BUSINESS ASSOCIATE AGREEMENT  
AGENT/AGENCY and GENERAL AGENT

1. "Covered Entity" shall have the meaning set forth in 45 C.F.R. § 160.103 and, for purposes of this Agreement, shall refer to: (i) the Employer/Covered Entity to which the Business Associate has sold insurance products and for which the Business Associate has used General Agent for services; or (ii) insurance carriers. General Agent is not a Covered Entity.
  2. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, as amended from time to time.
  3. "Privacy Rule" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164, subparts A and E.
  4. "Protected Health Information" or "PHI" shall have the same meaning as the term "Protected Health Information" as defined in 45 C.F.R. § 160.103, limited to the information created or received by General Agent from or on behalf of Covered Entity.
  5. "Security Rule" shall mean the Security Standards and Implementation Specifications in 45 C.F.R. Part 160 and Part 164, Subpart C.
  6. "Unsecured PHI" shall have the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- c. This Agreement also reflects federal breach notification requirements imposed on Business Associate when Unsecured PHI is acquired by an unauthorized party, and the expanded privacy and security provisions imposed on business associates.

**II. OBLIGATIONS AND ACTIVITIES OF GENERAL AGENT**

General Agent agrees to:

- a. Not Use or Disclose protected health information other than as permitted or required by the Agreement or as Required By Law;
- b. Use reasonable and appropriate safeguards to prevent Use or Disclosure of electronic Protected Health Information other than as provided for by the Agreement or as Required By Law;
- c. Implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule;
- d. In accordance with 45 CFR § 164.502(e)(1)(ii) and § 164.308(b)(2), if applicable, ensure that Business Associates that create, receive, maintain, or transmit electronic Protected Health

BUSINESS ASSOCIATE AGREEMENT  
AGENT/AGENCY and GENERAL AGENT

Information from General Agent agree to the same restrictions, conditions, and requirements that apply to General Agent with respect to such information;

- e. Access to Protected Health Information. Within ten (10) business days of a request by Business Associate or Covered Entity for access to Protected Health Information in any Designated Record Set of Covered Entity maintained by General Agent, General Agent shall make available to Business Associate or Covered Entity such Protected Health Information as required by 45 C.F.R. § 164.524, but only to the extent General Agent maintains the Designated Record Set. If General Agent receives a request for access to Covered Entity's Protected Health Information directly from an Individual, General Agent shall forward such request to Business Associate without undue delay and Business Associate shall be responsible for communicating such request to Covered Entity;
- f. Amendment of Protected Health Information. Within ten (10) business days of a request by Business Associate or Covered Entity to amend an Individual's Protected Health Information contained in any Designated Record Set of Covered Entity maintained by General Agent, General Agent shall provide such Protected Health Information to Business Associate or Covered Entity, as applicable, for amendment and incorporate any such amendments into the Protected Health Information as required by 45 C.F.R. § 164.526, but only to the extent General Agent maintains the Designated Record Set. If General Agent receives a request to amend Protected Health Information directly from an Individual, General Agent shall forward such request to Business Associate without undue delay and Business Associate shall be responsible for communicating such request to Covered Entity;
- g. Maintain and make available the information required to provide an accounting of Disclosures to Business Associate as necessary to satisfy Business Associate's or Covered Entity's obligations under 45 CFR § 164.528;
- h. Comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s), but only to the extent General Agent is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164;
- i. Make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by General Agent from the Business Associate or Covered Entity available to the Secretary for purposes of determining compliance with the Privacy Rule, unless otherwise protected from discovery or Disclosure by law or unless otherwise prohibited from discovery or Disclosure by law;
- j. Be familiar with and comply with any applicable state privacy laws which are more stringent than the Privacy Rule, including but not limited to the Insurance Information and Privacy Protection Act, Cal. Ins. Code §§ 791-791.27 and the accompanying regulations promulgated by the California Department of Insurance, Cal. Admin. Code, title 10, §§ 2698.1689.24, the Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56-56.37;

BUSINESS ASSOCIATE AGREEMENT  
AGENT/AGENCY and GENERAL AGENT

- k. Mitigate, to the extent practicable, any harmful effect that is known to General Agent as a result of a Use or Disclosure of PHI in violation of this Agreement's requirements or that would otherwise cause a Breach of Unsecured PHI; and
- l. Report to Business Associate any (i) Use or Disclosure of the Protected Health Information not permitted by this Agreement or by law, or (ii) Breach of Unsecured PHI, without unreasonable delay and in no case later than sixty (60) calendar days after discovery of such unauthorized Use, Disclosure or Breach. In the event of a Breach of Unsecured PHI, such notice shall include, to the extent such information is reasonably available to General Agent, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by General Agent to have been, accessed, acquired, or disclosed in connection with such Breach and any other available information that Covered Entity is required to include in its notification to the Individual under 45 C.F.R. § 164.404(c).

**III. PERMITTED USES AND DISCLOSURES BY GENERAL AGENT**

- a. General Agent may only Use or Disclose Protected Health Information as necessary to perform the services set forth in its service agreement with Business Associate, or to the extent required to perform the services for which it has been retained by Business Associate. These services may include:
  - 1. Coordination with Business Associate, carriers and other business associates, as directed;
  - 2. Provide quoting services, proposal generation, applications, enrollment support, supplies, and materials for the carriers and plans selected by the Agent and the Covered Entity;
  - 3. Customer service support to Business Associate and his/her employer clients/Covered Entities.
- b. General Agent may de-identify the Protected Health Information consistent with 45 CFR 164.514(a)-(c).
- c. General Agent may Use or Disclose Protected Health Information as Required By Law.
- d. General Agent may Use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).
- e. General Agent may Use Protected Health Information to report violations of law to federal and state authorities consistent with 45 C.F.R. 164.502(j)(1).
- f. General Agent may Disclose Protected Health Information for the proper management and administration of General Agent or to carry out the legal responsibilities of General Agent,

BUSINESS ASSOCIATE AGREEMENT  
AGENT/AGENCY and GENERAL AGENT

provided the Disclosures are Required By Law, or General Agent obtains reasonable assurances from the person to whom the information is Disclosed that the information will remain confidential and Used or further Disclosed only as Required By Law or for the purposes for which it was Disclosed to the person, and the person notifies General Agent of any instances of which it is aware in which the confidentiality of the information has been breached.

**IV. OBLIGATIONS OF BUSINESS ASSOCIATE**

- a. Business Associate shall notify General Agent of any limitation(s) in Covered Entity's notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect General Agent's Use or Disclosure of PHI.
- b. Business Associate shall notify General Agent of any changes in, or revocation of, permission by an Individual to Use or Disclose PHI, to the extent that such changes may affect General Agent's Use or Disclosure of PHI.
- c. Business Associate shall notify General Agent of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect General Agent's Use or Disclosure of PHI.
- d. Business Associate must execute a separate Business Associate Agreement with its employer clients/Covered Entities referenced in this Agreement.

**V. PERMISSIBLE REQUESTS BY BUSINESS ASSOCIATE**

Business Associate, acting on its own or on behalf of its employer client/Covered Entity, shall not request General Agent to Use or Disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except as otherwise permitted by this Agreement.

**VI. TERM AND TERMINATION**

- a. Term. The Term of this Agreement shall be effective as of the effective date of this Agreement, and shall terminate on the date General Agent is no longer retained to perform services for Business Associate, or the date Business Associate terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- b. Termination for Cause. The Parties authorize immediate termination of this Agreement if either Party determines the other Party has violated a material term of the Agreement, and that Party has not cured the breach or ended the violation within sixty (60) days of receiving written notice of the breach, or any other time specified in writing by Covered Entity. Termination is also permissible on any ground, and on the terms, set forth in the services agreement between the Parties.

BUSINESS ASSOCIATE AGREEMENT  
AGENT/AGENCY and GENERAL AGENT

- c. Obligations of General Agent Upon Termination. Upon termination of this Agreement for any reason, General Agent, with respect to Protected Health Information received from Business Associate, or created, maintained, or received by General Agent on behalf of Business Associate, shall:
1. Retain only that Protected Health Information which is necessary for General Agent to continue its proper management and administration or to carry out its legal responsibilities;
  2. Return to Business Associate the remaining Protected Health Information that General Agent still maintains in any form;
  3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this Section, for as long as General Agent retains the Protected Health Information;
  4. Not Use or Disclose the Protected Health Information retained by General Agent other than for the purposes for which such Protected Health Information was retained; and
  5. Return to Business Associate the Protected Health Information retained by General Agent when it is no longer needed by General Agent for its proper management and administration or to carry out its legal responsibilities.
- d. Survival. The obligations of General Agent under this Section shall survive the termination of this Agreement for so long as General Agent retains any of the Protected Health Information made available to General Agent under this Agreement.

**VII. MISCELLANEOUS**

- a. Regulatory References. A reference in this Agreement to a section of applicable law means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of HIPAA and any other applicable law, including state laws, as applicable. No amendment of this Agreement shall be effective unless made in writing by the Parties.
- c. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the Privacy Rule.
- d. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute the whole of this Agreement between the parties.

BUSINESS ASSOCIATE AGREEMENT  
AGENT/AGENCY and GENERAL AGENT

- e. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, heirs, and assigns.
- f. Conferring Rights or Remedies. Except as may be expressly set forth herein, the Parties do not intend to confer any rights or remedies upon any person other than the Parties to this Agreement.
- g. Counsel. Each party to this Agreement has had the opportunity to consult with counsel of its choice as to the form and content of this Agreement and the advisability of executing it. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in any interpretation of this Agreement.
- h. Attorneys' Fees and Costs. Except as otherwise specifically provided by law, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including without limitation legal and accounting fees, shall be paid by the Party incurring such expenses. In the event of any litigation or arbitration between the Parties respecting or arising out of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.
- i. Authorized Signature. If you enter into this Agreement on behalf of your Agency, you represent that you are authorized to do so.
- j. Arbitration. The Parties recognize and confirm that this is an Agreement between honorable business organizations. This Agreement is to be construed consistent with its spirit as well as the letter of the Agreement. It is anticipated that any disagreements that may arise will be resolved between the Parties by good faith negotiations. Should that not be possible, all disputes between the Parties arising out of or relating to provisions of this Agreement, or concerning its interpretation or validity, whether before or after termination of this Agreement, shall be submitted to final and binding arbitration in accordance with, and under, the rules of practice and procedure for arbitration hearings of the Judicial Arbitration and Mediation Services, Inc. Arbitration shall be the parties' exclusive remedy.
- k. Choice of Law and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of California in addition to any governing federal law. Any arbitration or other legal action between the Parties respecting or arising out of this Agreement shall be held or filed in either the state or federal courts in the State of California, County of Los Angeles.
- l. Notices. Any notice, demand, or request given in accordance with this Agreement shall be given by personal delivery; by messenger delivery; by email, by facsimile transmission; by placing said notice in the United States mail, registered or first-class, postage prepaid; or by sending such notice via an overnight courier service. Notice shall be deemed given when delivered to a Party, when the facsimile transmission occurs, or on the date when said notice is deposited in the United States mail, postage prepaid.

BUSINESS ASSOCIATE AGREEMENT  
AGENT/AGENCY and GENERAL AGENT

- m. Notice shall be given to General Agent as follows: Black, Gould & Associates, Inc., 3800 N. Central, 9<sup>th</sup> Floor; Attention: Compliance and HIPAA Privacy Officer.
- n. Notice shall be given to Business Associate with the information provided and on file as follows: Agent Name and Agent Address or Fax; or, if Agent is employed by Agency, Agency Name and Agency Address or Fax.
- o. Controlling Agreement. In the event any provision of this Agreement conflicts with the services agreement between the Parties, this Agreement controls.
- p. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement, each of which shall continue to be valid and binding upon the Parties.
- q. Waiver. A waiver by any Party of any of the terms and conditions of this Agreement in any one instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof, nor shall it be deemed a waiver of performance of any other obligation hereunder. No waiver shall be effective unless it is made in writing by the waiving Party.

**BUSINESS ASSOCIATE**

AGENT NAME\_AND\_AGENCY NAME

Signed: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GENERAL AGENT**

Black, Gould & Associates, Inc.

Signed: Eva Boucher

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

Name: Eva Boucher

Title: Compliance and HIPAA Privacy Officer



BLACK, GOULD & ASSOCIATES, INC.

## **BUSINESS CODE OF ETHICS & CONDUCT**

BGA endeavors to maintain a culture of integrity and trust among our agent partners, employees, officers and directors so as to reflect our values throughout our business actions. Our Business Code of Ethics and Conduct (“BCEC”) establishes the high standards for making ethical decisions and strategies and is agreed to by our staff and affiliates as their personal commitment to ethical and compliant marketing and sale practices.

### **General Business Practices and Expectations:**

1. I shall conduct myself, at all times, in an ethical manner with respect for the personal rights and needs of my clients.
2. I understand it is my responsibility to accurately represent each carrier through which I am contracted, including all regulations set forth by the carrier and applicable federal and state governmental agencies.
3. I will not make statements or engage in activities that purposefully mislead, confuse members or misrepresent the carriers, its products or Centers for Medicare and Medicaid Services (CMS).
4. I will not disparage a competitor, its plans or Original Medicare in an effort to influence an enrollment of a consumer into a specific carrier plan.
5. I will never make offers of gifts, payments or share commissions as an inducement for consumers to enroll in a product I represent.
6. I will never accept gifts or other financial incentives as an inducement to enroll consumers into a specific carrier plan, arrange to share or split any payment or commission (agent level) or otherwise allow myself to be influenced or coerced in any way into conducting unethical business.

7. I will never use any form of coercion, deception sympathy appeal or other high-pressure tactics to enroll a consumer in a product I represent. I will always give clear and accurate information regarding the carriers I represent and will avoid the use of false, misleading or exaggerated statements.
8. I will not discriminate by reason of race, creed, color, sex, age, national origin or economic status. Enrollments in any product shall not be predicated on age or medical condition, except as provided by federal rules of access to Medicare. I understand that discrimination based on health status or disability is prohibited.
9. I understand to sell Medicare products I must annually complete and pass each carrier's required certifications and am required to keep current all applicable state licenses.

### **Applications:**

10. I will ensure that all information on the application is completed accurately by the consumer, their legal representative or by me, the agent, in their presence with their permission.
11. I will qualify all consumers to ensure they meet CMS eligibility requirements, without denying the consumer's right to apply.
12. I will not ask a consumer to sign an incomplete enrollment application or hold that application on behalf of the consumer.
13. I will promptly submit all applications upon receipt as required by BGA in accordance with each carrier's submission guidelines, using the carrier's preferred method.
14. I will only use the Writing Number issued to me by each carrier on enrollment applications. I will never use the number of another agent on enrollment applications, nor place my Writing Number or my signature on an application that I did not complete or sell.

### **Marketing:**

15. I am aware that marketing activities for Medicare products are strictly regulated by both state and federal law and by rules disseminated by CMS and I agree to comply with these requirements.
16. I understand, when marketing Medicare products, I must use sales and marketing materials that have been approved by both the carrier and CMS or meet the criteria for "generic marketing" set forth in specific carrier guidelines.

17. I understand that I cannot use carrier logos without prior written permission from the carrier.
18. I understand it is my responsibility to comply with federal and state regulations for sales and marketing activities. I commit to conducting myself and my sales activities in compliance with CMS rules and guidelines and other applicable laws and regulations.
19. I understand any unsolicited direct contact, including but not limited to door to door solicitation; cold calling; leave behinds at or on a consumer's personal property and emails are strictly prohibited unless requested by the consumer.

**Privacy & Security:**

20. I will protect the privacy of my clients and preserve the confidentiality of their records, enrollment application, and any other health information in accordance with FMO and carrier Privacy Policies and Procedures guidelines, as well as federal and state regulations.

**I understand that any deliberate violation of this stated Code of Ethics could result in termination of my contract with each carrier; and that such violation may cause the suspension of any pending compensation. I understand that BGA is required to report any breach of the Code of Ethics to the appropriate carrier's Compliance Department and/or CMS.**

\_\_\_\_\_

**Print Name**

\_\_\_\_\_

**Signature**

**Date:** \_\_\_\_\_