

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 signed HIPAA privacy statement
4. A completed direct deposit authorization form
(along with a copy of voided check)
5. A copy of your insurance license
6. 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. 9th 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, 9th Floor
Phoenix, Arizona 85012
Or fax to (602) 424-9962

Questions? Please call 602.776.1308

For BGA use only:

BGA Large Group Account Executive: _____ BGA Small Group Account Executive: _____

BGA Individual Account Executive _____ Parent/Child

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”), entered into and effective this _____ day of _____, _____, is by and between _____ (“Business Associate”) and Black, Gould & Associates, Inc. (“BGA”); and shall be collectively known herein as the “Parties”.

WHEREAS, BGA wishes to commence a business relationship with “Business Associate” as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) including all pertinent regulations, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“the HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009; and

WHEREAS, the nature of the prospective relationship between BGA and Business Associate may involve the exchange of PHI (“PHI”) as defined under HIPAA; and

The Parties hereby agree as follows:

I. DEFINITIONS

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use.

Unless otherwise specified in this Agreement, all capitalized terms used in this Agreement not otherwise defined have the meaning established for purposes of Title 45 parts 160 and 164 of the United States Code of Federal Regulations, as amended from time to time.

Specific definitions:

- A. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- B. BGA. “BGA” shall generally have the same meaning as the term “BGA” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean BGA.
- C. PHI. “PHI” shall mean PHI, as defined in 45 C.F.R. 164.501, limited to the information received from or created or received on behalf of BGA.
- D. ePHI - ePHI shall mean electronic protected health information that is produced, saved, transferred or received in an electronic form.
- E. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

- E. Designated Record Set. “Designated Record Set” means any item, collection, or grouping of information that includes PHI (as defined herein) and is maintained, collected, used or disseminated by or for BGA.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

- A. Not use or disclose Protected Health Information (PHI to hereinafter include electronic PHI) other than as permitted or required by the Agreement or as required by law; Except as otherwise limited in this Agreement, Business Associates may use or disclose PHI to perform functions, activities, or services for, or on behalf of BGA, provided that each use or disclosure would not violate the Privacy Rule. Business Associate must obtain reasonable assurances from any person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- B. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the Agreement. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of that it creates, receives, maintains or transmits on behalf of BGA.
- C. Report to BGA immediately any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware.
- D. Business Associate shall orally notify BGA of a Breach of Unsecured PHI within 24 hours of Business Associate’s (or Business Associate’s employee, officer, or agent) discovery of such Breach, followed by a report in writing, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Business Associate’s written notification to BGA hereunder shall:
 - 1. Be made to BGA within 48 hours of the initial oral report, and
 - 2. Include the individual whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach.
- E. In the event of an unauthorized use or disclosure of PHI or a Breach of unsecured PHI or ePHI, Business Associate shall mitigate to the extent practicable any harmful effects of said disclosure that are known to it;
- F. In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e), and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI, on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to

such information;

- G. Within 7 days of request, make available PHI in a Designated Record Set to BGA as necessary to satisfy BGA's obligations under 45 CFR 164.524;
- H. Make any amendment to PHI or in a Designated Record Set as directed or agreed to by BGA pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy BGA's obligations under 45 CFR 164.526;
- I. Maintain and make available, within 7 days after a request for such information, the information required to provide an accounting of disclosures to BGA as necessary to satisfy BGA's obligations under 45 CFR 164.528;
- J. To the extent the Business Associate is to carry out one or more of BGA's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to BGA in the performance of such obligation(s);
- K. With respect to any use, disclosure or request for PHI described in 45 CFR 502(b)(1), Business Associate shall limit the PHI to the extent practicable to the limited data set as defined in 45 CFR 164.514(e)(2) or, if needed, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request;
- L. Make its internal practices, books, and records available to BGA for purposes of determining compliance with the HIPAA Rules; and
- M. Business Associate shall be directly responsible for full compliance with the relevant requirements of the Privacy Rule and as required by law, to the same extent as BGA.

III. PROVISIONS FOR BGA TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS

- A. BGA shall notify Business Associate of any limitation(s) in the notice of privacy practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- B. BGA shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- C. BGA shall notify Business Associate of any restriction on the use or disclosure of PHI that BGA has agreed to for an individual to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

IV. TERM AND TERMINATION

- A. Term. The Term of this Agreement shall be effective as of the date first above written and shall terminate when all of the PHI provided by BGA to Business Associate, or created or received by Business Associate on behalf of BGA, is destroyed or returned to BGA, or, if it is infeasible to return or destroy PHI,

protections are extended to such information, in accordance with the termination provisions in this Section IV.

B. Termination for Cause. Upon BGA's knowledge of a material breach by Business Associate, BGA shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by BGA, terminate this Agreement;
2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
3. If neither termination nor cure is feasible, report the violation to the Secretary.

C. Effect of Termination.

1. Except as provided in paragraph C(2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from BGA, or created or received by Business Associate on behalf of BGA. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain any copies of the PHI.
2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to BGA written notification of the conditions that make return or destruction infeasible. After written notification that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
3. Should Business Associate make a disclosure of PHI in violation of this Agreement, BGA shall have the right to immediately terminate any contract other than this Agreement, then in force between the Parties.

V. REMEDIES IN EVENT OF BREACH

Business Associate hereby recognizes that irreparable harm will result to BGA, and to the business of BGA, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Section II or III above, BGA shall be entitled to restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, BGA is entitled to reimbursement and indemnification from Business Associate for BGA's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associates breach. The remedies contained in this Section VI shall be in addition to (and not supersede) any action for damages and/or any other remedy BGA may have for breach of any part of this Agreement.

VI. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from BGA, it becomes a holder of health records information and is subject to the provisions of Arizona law. If the HIPAA Privacy or Security Rules and the laws of Arizona conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

VII. MISCELLANEOUS

- A. Interpretation. Any ambiguity in this Agreement shall be resolved to permit BGA to comply with the Privacy Rule.
- B. Regulatory Reference. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- C. 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 Rules and any other applicable law.
- D. Survival. The respective rights and obligations of Business Associate and BGA under the provisions of this Agreement shall survive the termination of the Agreement.
- E. Notice to BGA. Any notice required under this Agreement to be given to BGA shall be made in writing to:

3800 N. Central, 9th Floor
 Phoenix, AZ 85012
 Attention: Privacy Officer
 602-277-2144

- F. Notice to Business Associate. Any notice required under this Agreement to Business Associate shall be made in writing to Business Associate’s address on file with BGA at the time said Notice is required.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

BLACK, GOULD & ASSOCIATES, INC.:

BUSINESS ASSOCIATE:

By: *Kristy Galligan*

By: _____

Name: Kristy Galligan

Name: _____

Title: Privacy Officer

Title: _____

Date: March 6, 2020

Date: _____

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

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

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

What Name and Number To Give the Requester

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

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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



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: _____



Black, Gould & Associates Inc.
 3800 N. Central Ave., 9th 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., 9th Floor, Phoenix, AZ 85012
 Email: commissions@blackgould.com or Fax 602-776-1392