American HEARING BENEFITS

A Starkey Hearing Technologies Program

Credentialing Packet 2017

Facility and Supporting Document Requirements:

- Primary Billing Office Information
- Business Owner Attestation and Disclosure
- Dispensing Facility Information Page(s) or Office Roster
- Signed Provider Agreement
- Business Licenses
- Certificate of Professional (Malpractice) Liability Insurance
  - Required Coverage Limits - $1 million per occurrence $3 million aggregate
  - All professionals must be covered
  - AHB to be named as certificate holder
- Current W-9
- Direct Deposit Form (not required)

Professional and Supporting Document Requirements:

(for each Audiologist or Hearing Aid Specialist/Dispenser)

- Professional Application
- Signed Professional Attestation
- Copy of Professional License(s)
- Copy of Government Issued ID

Submission of this application and responses does not guarantee acceptance into network.

American Hearing Benefits, Inc.
Attn: AHB Credentialing
6700 Washington Avenue South • Eden Prairie, MN 55344 • (800) 510-4194
credentialing@americanhearingbenefits.com • Fax: (952) 947-4873

 FORM0105-08-EE-HB Revised 12/09/16

AHB Facility Application

Primary Billing Office Information
*** All payments and remits will be forwarded to this location**

STARKEY HEARING TECHNOLOGIES SALES REP:	☐ Initial Credentialing ☐ Renewing Credentials	DATE:
LEGAL BUSINESS NAME (as reported to the IRS):		
DOING BUSINESS AS:		
TAX ID NUMBER:	ENTITY TYPE: ☐ Individual ☐ Partnership ☐ Corporation ☐ Other_____	
STATE OF INCORPORATION:	DATE OF INCORPORATION:	DO ALL LOCATIONS OPERATE UNDER SAME TIN? ☐ Yes ☐ No
ADDRESS:		IS THIS A DISPENSING LOCATION: ☐ Yes ☐ No

CITY:	COUNTY:	STATE:	ZIP:

PHONE NUMBER:	FAX NUMBER:
BUSINESS EMAIL:	
ORGANIZATIONAL NPI:	PROFESSIONAL INSURANCE POLICY NUMBER:
STARKEY HEARING TECHNOLOGIES ACCOUNT NUMBER:	PRIMARY BRAND:

OWNER'S NAME:	
PHONE NUMBER:	FAX NUMBER:
EMAIL:	

ALTERNATE DECISION MAKER:	
PHONE NUMBER:	FAX NUMBER:
EMAIL:	

AHB Facility Application

Business Owner Attestation and Disclosure

Confidential Professional Information

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SIGNED BY THE BUSINESS OWNER

1. Is your office American Disabilities Act (ADA) compliant?	☐ **Yes** ☐ **No**
2. Is your practice HIPAA compliant?	☐ **Yes** ☐ **No**
3. Does your office comply with OSHA/CDC standards and those set by the profession for barrier control techniques, sterilization, infection control, and handling of hazardous materials and/or waste?	☐ **Yes** ☐ **No**
4. Has your business license ever been voluntarily or involuntarily relinquished, denied, restricted suspended or revoked? *If yes, please give dates and details on separate sheet.*	☐ **Yes** ☐ **No**
5. Has your current business ever been disciplined, reprimanded or fined by any state licensing agency or other authorizing agency that monitors healthcare providers? *If yes, please give dates and details on separate sheet.*	☐ **Yes** ☐ **No**
6. To your knowledge, are you the subject of an investigation by any licensing board or other state or federal investigative body as of the date of this form? *If yes, please give dates and details on separate sheet.*	☐ **Yes** ☐ **No**
7. Do you maintain professional liability/malpractice (errors & omissions) coverage to at least the limits of $1 million per incident and $3 million aggregate? *If yes, please include a certificate of insurance.*	☐ **Yes** ☐ **No**
8. In the past 5 years, has your business had any malpractice or professional liability suits settled, arbitrated, litigated or mediated? *If yes, please give dates and details on separate sheet.*	☐ **Yes** ☐ **No**
9. Has your business license ever been suspended, excluded, reprimanded or debarred from, or otherwise become ineligible to participate in any state or federal government programs, Medicare and Medicaid? *If yes, please give dates and details on separate sheet.*	☐ **Yes** ☐ **No**
10. Has your business license ever experienced a voluntary or involuntary termination, limitation, reduction, loss, denial or non-renewal of a professional membership or clinical privileges? *If yes, please give dates and details on separate sheet.*	☐ **Yes** ☐ **No**
11. Have you ever been convicted of a felony? *If yes, please give dates and details on separate sheet.*	☐ **Yes** ☐ **No**
12. Have you ever been named as a defendant and/or convicted of any criminal offense related to the provision of healthcare items or services? *If yes, please give dates and details on separate sheet.*	☐ **Yes** ☐ **No**

I certify that the information provided within the AHB credentialing packet is complete and accurate to the best of my knowledge. I acknowledge that my eligibility to become a participating business entity within the AHB network is contingent upon the approval of the information provided within the AHB credentialing packet. I agree to notify AHB within ten (10) business days of any changes to the status of my business licensure and/or professional liability coverage. I certify my offices are compliant with CDC/OSHA standards for infection control and ADA accessibility standards. I understand that my application may require AHB to review information related to me on file with third-party entities, including and not limited to, state licensing boards, malpractice carriers and Office of Inspector General (OIG) and Excluded Parties List System (EPLS) administered by the US Government. I consent and authorize the release of such information by any entity which requires authorization.

OWNER SIGNATURE: DATE:

PRINTED NAME:

AHB Facility Application

Dispensing Facility Information

(Provide one copy of this page for each dispensing location, or submit a separate list with the required information)

BUSINESS NAME:			
ADDRESS:			
CITY:	COUNTY:	STATE:	ZIP:
PHONE:	FAX:		
BUSINESS EMAIL:			
ORGANIZATIONAL NPI:	BUSINESS LICENSE NUMBER:		
TAX ID NUMBER:			
CONTACT NAME:			
CONTACT EMAIL:			

Please list all professionals credentialing to this office:

PROFESSIONAL:	ROLE:
PROFESSIONAL:	ROLE:
PROFESSIONAL:	ROLE:
PROFESSIONAL:	ROLE:
PROFESSIONAL:	ROLE:

❑ ADD THIS OFFICE AS A SHIP TO LOCATION

AHB Professional Application

ALL FIELDS IN THIS FORM MUST BE FILLED OUT FOR EACH HEARING PROFESSIONAL. SUBMISSION OF THIS APPLICATION AND RESPONSES DOES NOT GUARANTEE ACCEPTANCE INTO NETWORK.		
☐ Initial Credentialing ☐ Renewing Credentials		DATE:
NAME:		TITLE:
MAIDEN/FORMER/OTHER NAME(S):		CITIZENSHIP:
DATE OF BIRTH:	BIRTHPLACE:	
PHONE NUMBER:	FAX NUMBER:	EMAIL:
INDIVIDUAL NPI NUMBER:	MEDICAID PROVIDER NUMBER: ☐ None	MEDICARE PROVIDER NUMBER: ☐ None

LICENSE NUMBER:	STATE:	EXPIRATION DATE:
LICENSE TYPE: ☐ HIS ☐ HAD ☐ Au.D. ☐ CCC-A ☐ ENT ☐ HIS-BC ☐ HAD-BC ☐ Audiologist		
LICENSE NUMBER:	STATE:	EXPIRATION DATE:
LICENSE TYPE: ☐ HIS ☐ HAD ☐ Au.D. ☐ CCC-A ☐ ENT ☐ HIS-BC ☐ HAD-BC ☐ Audiologist		

Please list all offices to which you are credentialing:

DISPENSING LOCATION: (NAME AND ADDRESS)
DISPENSING LOCATION: (NAME AND ADDRESS)
DISPENSING LOCATION: (NAME AND ADDRESS)
DISPENSING LOCATION: (NAME AND ADDRESS)

AHB Professional Application

Professional Attestation and Disclosure Confidential Professional Information	
1. Do you speak languages other than English? If yes, please list in space below.	☐ **Yes** ☐ **No**
2. Has your professional license ever been voluntarily or involuntarily relinquished, denied, restricted, suspended or revoked? *If yes, please give dates and details on separate sheet.*	☐ **Yes** ☐ **No**
3. Have you ever been disciplined, reprimanded or fined by any state licensing agency or other authorizing agency that monitors healthcare providers? *If yes, please give dates and details on separate sheet.*	☐ **Yes** ☐ **No**
4. To your knowledge, are you the subject of an investigation by any licensing board or other state or federal investigative body as of the date of this form? *If yes, please give dates and details on separate sheet.*	☐ **Yes** ☐ **No**
5. In the past 5 years, have you had any malpractice or professional liability suits filed against you, including any out of court settlements? *If yes, please give dates and details on separate sheet.*	☐ **Yes** ☐ **No**
6. Has your professional license ever been suspended, excluded, reprimanded or have you been debarred from, or otherwise become ineligible to participate in any state or federal government programs, Medicare, Medicaid? *If yes, please give dates and details on separate sheet.*	☐ **Yes** ☐ **No**
7. Have you ever experienced an involuntary termination, limitation, reduction, loss, denial or non-renewal of a professional membership or clinical privileges? *If yes, please give dates and details on separate sheet.*	☐ **Yes** ☐ **No**
8. Have you ever resigned a license or position under threat of disciplinary action? *If yes, please give dates and details on separate sheet.*	☐ **Yes** ☐ **No**
9. Have you ever been convicted of a felony? *If yes, please give dates and details on separate sheet.*	☐ **Yes** ☐ **No**
10. Have you ever been named as a defendant and/or convicted of any criminal offense related to the provision of healthcare items or services? *If yes, please give dates and details on separate sheet.*	☐ **Yes** ☐ **No**

I certify that the information provided within the AHB credentialing packet is complete and accurate to the best of my knowledge. I acknowledge that my eligibility to become a participating provider within the AHB network is contingent upon the approval of the information provided within the AHB credentialing packet. I agree to notify AHB within ten (10) business days of any changes to the status of my licensure and/or professional liability coverage. I understand that my application may require AHB to review information related to me on file with third-party entities, including and not limited to, state licensing boards, malpractice carriers and Office of Inspector General (OIG) and Excluded Parties List System (EPLS) administered by the US Government. I consent and authorize the release of such information by any entity which requires authorization.

HEARING PROFESSIONAL SIGNATURE: DATE:

PRINTED NAME:

STARKEY HEARING BENEFITS AGREEMENT
(Discount Programs – Payor Plans)

This Starkey Hearing Benefits Agreement ("**Agreement**") is entered into this ____ day of, _____ 201_, ("**Effective Date**") by and between _____ (the "**Business**") and American Hearing Benefits, Inc., an Ohio corporation, d/b/a Starkey Hearing Benefits ("**SHB**")[1] (individually "**Party**" and collectively, the "**Parties**").

RECITALS

1. SHB™ contracts with various companies to provide employees and members of such companies with discounted hearing aid products and services through the SHB discount program (the "**SHB Program**").

2. The companies include insurance carriers, self-insured employers and workers' compensation programs (collectively, "**Payor Plans**"). With respect to Payor Plans, an insurance carrier or employer ("**Payor**") pays for the discounted products and services on behalf of covered employees.

3. The companies also include associations, unions and similar affinity groups (collectively, "**Discount Programs**"). With respect to Discount Programs, the members of such organizations pay for the discounted products and services (also referred to in the industry as "private pay").

4. When used in this Agreement, the term "**Contractors**" shall mean both Payors and Discount Program organizations.

5. Payor employees and Discount Programs members (collectively, the "**SHB Patients**" or "**Patients**") are entitled to receive hearing health care services (audiology diagnostic services and hearing aid fitting, evaluation and dispensing services) ("**Services**"), and hearing health care products (hearing aids, earmolds, remote controls, SurfLink, and related products) ("**Products**"), through the SHB Program (subject to the terms and conditions in the separate agreements between SHB and the Contractors).

6. SHB maintains a network of retail hearing health care businesses (the "**Network**") to provide such Services and Products to Patients on behalf of SHB as non-exclusive agents of SHB.

7. Business employs or contracts with hearing health care professionals (audiologists, licensed dispensers and/or otolaryngologists) ("**Hearing Professional(s)**") who are qualified and licensed to provide Services and Products to consumers, and Business desires to join the SHB Network to provide such Services and Products to Patients as a non-exclusive agent of SHB.

[1] SHB is a wholly owned subsidiary of Starkey Laboratories, Inc. ("**Starkey**"), a Minnesota corporation.

The Parties covenant and agree as follows (including the provisions in the Recitals):

AGREEMENT

Exhibit A – HIPAA Business Associate Agreement

1) SERVICES AND PRODUCTS TO SHB PATIENTS

a) Services and Products. Business shall provide Services and Products (collectively, "**Covered Services**") to SHB Patients in accordance with the terms and provisions of this Agreement including the exhibit, which is incorporated into this Agreement by reference.

b) Fee Schedule. Business agrees to provide Covered Services in accordance with this Agreement and all other SHB Network policies and procedures as updated by SHB from time to time. Business agrees to accept the rates set forth in the separate "**Covered Services Fee Schedule**" (or "**Fee Schedule**") as full compensation for providing Covered Services to Patients as SHB's agent. SHB will make the most current Fee Schedule available to Business (Fee Schedules will be updated from time to time as new products are commercialized in the course of business).

c) Contractor Requirements. Business understands and agrees that agreements between Contractors and SHB include specific terms and conditions with which all Businesses must comply, for example, several Contractors mandate that Covered Services be performed exclusively by an audiologist or otolaryngologist. Business further understands that from time to time a Contractor may require a limited selection of Businesses to provide Covered Services to its Patients. In such event, SHB may, in its sole discretion, select and assign certain Businesses to provide Covered Services to Patients of such Contractor excluding other contracted Businesses. Business understands and agrees that this Agreement does not guarantee Business access to each Contractor with which SHB has contracted.

d) Business Compliance. Business understands and agrees that it shall be solely responsible for ensuring its Hearing Professionals comply with this Agreement, SHB Network policies and procedures, SHB credentialing requirements, and Contractor agreement provisions.

e) Sales Process; Fee Payment. Business understands and agrees that the process described below (the "**Sales Process**") shall be followed.

If the Patient is a *Discount Program member* then the Parties shall follow the Sales Process below:

1. SHB refers Patients to Business and may schedule initial appointment
2. Hearing Professional at Business tests Patient for hearing loss (and related diagnostic services), and, if appropriate, recommends a Product
3. Patient confirms intent to purchase the Product

4. Patient signs two (2) documents: (1) a purchase agreement with Business, and (2) a Bill of Sale with SHB[2] (which references the Business' purchase agreement)
5. Hearing Professional and Patient contact the SHB patient call center to finalize the Product recommendation
6. SHB ships the Product to Business
7. Hearing Professional fits Patient with the Product
8. During the fitting appointment, Hearing Professional, Patient, or both contact the SHB patient call center to collect payment from Patient for the Product
9. SHB pays the Fee to Business per the Fee Schedule approximately two (2) weeks after expiration of the Return Period

If the Patient is a *Payor employee* then the Parties shall follow the Sales Process below:

1. SHB refers Patients to Business; SHB may schedule initial appointment at Business; or Patient may contact Business directly
2. Hearing Professional at Business tests Patient for hearing loss (and related diagnostic services), and, if appropriate, recommends a Product
3. Patient confirms intent to purchase the Product
4. Patient signs one (1) document: a purchase agreement with the Business for a Product
5. Business forwards a copy of the purchase agreement to SHB
6. SHB ships the Product to Business
7. Hearing Professional fits Patient with Product
8. Business sends the required Fitting Confirmation Document signed by Patient and any other required documentation per Payor to SHB
9. Payor/TPA pays SHB for Products and Services on behalf of Patient
10. SHB offsets the Product price per contract provisions with Payor and pays the Fee to Business per the Fee Schedule[3]

New Contractors are added routinely to SHB's Program. The Sales Process set forth above is current as of the Effective Date. Changes may occur with respect to the Contractors and the contractual terms with SHB, and with SHB's business model. Accordingly, SHB reserves all rights to revise the Sales Process as necessary from time to time during the term of the Agreement, and will advise Business of any such revisions, which will automatically amend and modify this Agreement without the requirements set forth in Paragraph 5 (c).

f) Hearing Aid Returns. Business shall permit any Patient to return any hearing aid product at any time for any reason within sixty (60) days of fitting, or within a longer period if required by applicable state law (the "**Return Period**"). Business shall notify SHB of such returns by forwarding a copy of the return receipt, and shall promptly forward the returned hearing aids to SHB. Upon receipt of the hearing aids, SHB will refund Patient the full cost of the hearing aids.

[2] SHB will provide Business with its standard Bill of Sale, which is intended to be used in conjunction with Business' standard purchase agreement. Discount Program patients must receive and sign both a purchase agreement and Bill of Sale.

[3] SHB is obligated to pay Business the Fee regardless of whether Payor/TPA pays SHB for the Covered Services.

Business may, in its discretion, charge Patients a *non-refundable* fee for Services rendered on and before the fitting date. For clarification, Business may not charge Patients any other non-refundable fees related to Covered Services under the SHB Program. Business understands and agrees that it is solely responsible to comply with all applicable local and state laws governing non-refundable fees, to clearly communicate with Patient regarding such fees (verbally and in the hearing aid purchase agreement), and to indemnify SHB and its affiliates from any claims or legal actions by Patients or governmental or licensing authorities related to non-refundable fees. Business is solely responsible to collect any such fees directly from Patient.

g) Refitting and Follow up Services. As further described in the Fee Schedule, Business shall provide each Patient with refitting and other necessary follow-up services for a period of twelve (12) months following the sale. These services shall be provided at no additional cost and shall be provided notwithstanding any termination of this Agreement, *subject to* the exception that Business may charge Patients additional fees for more than six (6) follow-up fittings during the 12-month period. For additional services and items that are not specific to the Product (e.g., additional diagnostic testing and replacement earmolds), Business agrees to apply Business's usual and customary charge with any required discounts specified by SHB.

h) Selling and Fitting Non-SHB Products. For Patients referred to Business through the SHB Program, Business shall offer, demonstrate, fit and sell only SHB authorized Products except where Products offered through SHB cannot meet the medical needs of the Patient. In these instances, Business must contact SHB, provide information explaining why SHB Products cannot meet Patient's medical needs, and obtain prior written permission to *discuss* non-SHB Products not covered under a Contractor agreement with the Patient. Business shall clearly communicate to Patients what Products and Services are Covered Services under the SHB Program, and that additional or different products and services are not Covered Services and will result in additional charges to Patients.

i) Full Participation in SHB Program. By signing this Agreement, Business understands and agrees that it is obligated to provide Covered Services to all Patients of all Contractors referred to Business through the SHB Program subject to the following exceptions and upon reasonable proof from Business: (1) Business is not qualified to do so because of its inability or failure to comply with the requirements described in this Agreement or in a Contractor contract (e.g., Business has no available audiologist if mandated by Contractor); or, (2) Business is a party to an existing contract with a Contractor that precludes Business from providing Covered Services to Patients of such Contractor under the SHB Program.

j) Trademarks and Trade Names; Advertising Material. SHB hereby grants Business with a limited license to use trademarks and trade names (the "**Marks**") owned by SHB or Starkey solely in connection with Business's provision of Covered Services to Patients under the SHB Program and only in the form and manner authorized by SHB. Upon termination of this Agreement for any reason, Business shall immediately and without notice discontinue using such Marks, the limited license shall automatically terminate, and upon SHB's request, Business shall return or destroy all materials (including signage) bearing the Marks. Business is solely responsible to

ensure that all advertising and promotion of Covered Services is conducted in compliance with applicable state and local laws and regulations.

2) BUSINESS RESPONSIBILITIES

a) SHB Credentialing Requirements. During the term of this Agreement, Business shall ensure compliance by it and its Hearing Professionals with SHB's credentialing and re-credentialing programs and requirements. Business shall maintain at all times, all licenses, certifications, and credentials specified under federal, state, and local law for Business and its Hearing Professionals. Business will make known to SHB all Hearing Professionals that may provide Covered Services to Patients and will ensure all such Professionals are fully credentialed by SHB no later than sixty (60) days after the Professional is made known to SHB. Covered Services performed by Hearing Professionals not fully credentialed within sixty (60) days of being made known to SHB may not be paid. Business shall provide proof of continuing education credits ("**CEU**") if requested by SHB. Business shall provide to SHB annual evidence of license and certification renewal for Professionals.

b) Insurance. Business shall carry and retain malpractice and professional liability insurance in the amount of at least $1 million per occurrence/$3 million in the aggregate for each of its Hearing Professionals, and Business shall supply to SHB evidence of such coverage annually.

c) Business – Patient Relationship. The Parties understand and agree that the provisions in this Agreement do not pertain to and do not control the professional and practical relationship between and among the Business, the Hearing Professional and the Patients. Nothing in this Agreement shall be interpreted to affect the legal, ethical or professional relationship between such parties.

d) Access to Records. Business shall retain and permit SHB, any state or federal agency, including, but not limited to, the United States Department of Health and Human Services, the Comptroller General of the United States, Centers for Medicare and Medicaid Services ("**CMS**"), or their designees, to audit, evaluate, and inspect all medical, billing, evaluation, utilization, and other records of Business to the extent that such records relate to any aspect of the Covered Services provided to Patients, to the extent allowed by applicable law. This right to inspect and audit shall extend no less than ten (10) years from the later of (1) the last day of the calendar year in which the books or records were created, (2) the date of completion of any audit relating to those books and records by the Department of Health and Human Services, the Comptroller General, CMS or their designees, or (3) such other date determined by CMS in accordance with its regulatory authority. To the extent requested by state or federal officials under their regulatory authority, Business shall furnish copies of such books and records to SHB at no charge. Business shall provide access to and make available its premises, physical facilities and equipment to state and federal authorities for audit and compliance review purposes.

e) Non-interference with Contractor Contracts. During the term of this Agreement and thereafter indefinitely, Business shall not engage in any conduct that in any way causes any Contractor to alter, modify, or terminate its relationship with SHB.

f) Quality Improvement Review. Business shall participate in and fully cooperate with any quality improvement review implemented by SHB, any Contractor, or any independent quality review and improvement organization with which a Contractor contracts.

g) Covered Services Dispensing/Audiology Obligations. Business acknowledges and agrees that it shall be solely responsible for ensuring that all Covered Services, in particular (but without limitation), hearing aid products, are provided to Patients by qualified Hearing Professionals in accordance with applicable federal and state laws and regulations governing hearing aid dispensing and audiology, including without limitation, laws and regulations requiring medical examinations and/or medical examination waivers prior to dispensing, use of appropriate equipment, hearing aid product purchase agreements and receipts of delivery, and notification of return rights.

h) Patient Care. Business shall provide Covered Services to Patients in a culturally competent manner that is consistent with professionally recognized standards of care. Business shall provide Covered Services without discrimination in the access to, treatment of, or quality of service rendered to Patients on the basis of age, sex, marital status, sexual orientation, ethnicity, national origin, religion, health status, disability (mental or physical), or payment source.

i) Patient Records; HIPAA Business Associate Agreement. Business shall maintain in a timely manner detailed and accurate records of all Services performed for, and all Products sold to, Patients. Business shall ensure the confidentiality of such records and shall release such information only in accordance with state and federal law. The Parties shall comply with the provisions set forth in the HIPAA (Health Insurance Portability and Accountability Act) Business Associate Agreement ("**BAA**") attached hereto as Exhibit A.

j) Non-Disparagement. Business agrees that during the term of this Agreement neither Business nor its Hearing Professionals shall, in any communications with the press or other media, or with any Patient, customer, client or supplier of SHB, or any SHB affiliates, criticize, ridicule, or make any statements which disparage or are derogatory of SHB, SHB employees, the SHB Program or its affiliated companies, e.g., Starkey.

k) Confidentiality. In the performance of its obligations under this Agreement, Business may receive or otherwise have access to SHB's proprietary business information, including, without limitation, this Agreement, financial and fee information, forms, manuals, reports, standards, Contractor information and customer lists (collectively, "**SHB Confidential Information**"). Business and its staff shall at all times maintain the confidentiality of the SHB Confidential Information and shall not, except as necessary to perform its obligations under this Agreement, as specifically authorized in writing by SHB, or as otherwise required by law, reproduce any SHB Confidential Information or disclose or provide any SHB Confidential Information to any person.

l) Non-Diversion; Non-Solicitation of SHB Patients; Penalty. Business shall not bill or accept payments from any SHB Patient for Covered Services except through SHB unless such Patient is determined to be ineligible for Covered Services. While this Agreement is in effect, and for a one

(1) year period after termination for any reason, Business shall not directly or indirectly solicit any SHB Patient or sell any hearing health care services or products that would otherwise be a Covered Service to an SHB Patient. "**Solicitation**" shall mean any action by Business through its Hearing Professionals, employees, agents or representatives that may reasonably be interpreted as designed to persuade or encourage any SHB Patient to receive hearing health care services and/or products that would otherwise be a Covered Service from Business. SHB has the right to audit Business's records upon reasonable notice to ensure compliance with this provision and at a mutually convenient date and time. If Business breaches this subsection (l), a penalty in the amount of $500 *per ear* shall become immediately due and owing by Business to SHB, and shall be paid within five (5) business days from SHB's request for payment.

3) TERM AND TERMINATION

a) Term. This Agreement shall become effective as of the Effective Date stated at the beginning of this Agreement, and shall remain in effect until terminated under this Section 3.

b) Termination. Termination of this Agreement shall mean that Business and its Hearing Professionals are removed from the SHB Network and SHB Patients will no longer be referred to Business for Covered Services. Upon termination, Patients will be directed to other SHB Businesses for Covered Services. Both Parties must comply with the terms of this entire Agreement until the effective date of termination. This Agreement may be terminated by the Parties as follows:

i. Either Party may terminate *without cause* upon ninety (90) day written notice to the other Party;

ii. Either Party may terminate *with cause* (which shall mean a material breach of either Party's obligations under this Agreement) after providing the other Party with written notice specifying the nature of the alleged breach and providing thirty (30) days to cure ("**Cure Period**"). If the breach is not cured within the Cure Period to the reasonable satisfaction of the non-breaching Party, then the Agreement will automatically terminate without further notice; or

iii. Immediately, provided that both Parties consent in writing to termination.

c) Survival. The provisions in the following Sections shall survive termination of this Agreement: Section 1 (f) and (g) (both, for Products sold pre-termination); Section 2 (d) and (j) through (l); Section 4; and, Section 5.

4) INDEMNITY AND LIMITATION OF LIABILITY

a) Indemnity. In addition to Business' indemnity obligations set forth in other provisions, SHB shall not be liable for any claims, injuries, demands, or judgments based upon negligence or alleged negligence, or any other grounds arising out of or related to the provision of Covered Services by Business (or its Hearing Professional) to any Patient. Accordingly, and to the extent allowed by law, Business shall indemnify and hold SHB and its affiliates harmless from any

and all such claims, liabilities, damages, and losses, including reasonable attorneys' fees at trial or on appeal in the event of such action.

b) LIMITATION OF LIABILITY. EXCEPT FOR ANY THIRD PARTY CLAIM DESCRIBED ABOVE IN SECTION 4 (a), NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, ARISING IN ANY WAY OUT OF THIS AGREEMENT.

5) MISCELLANEOUS

a) Relationship of Parties; Independent Contractors. The Parties understand and agree that Business is acting as SHB's non-exclusive agent for the limited purpose of providing Covered Services to Patients through the employment of its Hearing Professionals and pursuant to the provisions in this Agreement. Neither Party is to be considered the agent of the other for any other purpose. It is understood that both Parties are independent contractors and engage in the operation of their respective businesses. Each Party is responsible for its own employees, e.g., Business is solely responsible for its Hearing Professionals, and the employees of one Party shall not be deemed to be the employees of the other Party for any purpose. None of the provisions of this Agreement are intended to create between Business and SHB any partnership, joint venture, employment, representative or any other relationship other than that of independent contractor.

b) Force Majeure. Neither Party shall be liable or deemed in default of this Agreement for any delay or failure to perform caused by Acts of God, war, disasters, strikes, or any similar cause beyond the reasonable control of either Party.

c) Entire Agreement; Amendments. This Agreement constitutes this entire Agreement between SHB and the Business and shall not be altered or amended except as agreed in a written Amendment signed by both Parties.

d) Waiver of Breach. Waiver by either Party of any breach of any provision of this Agreement or the failure to insist upon strict compliance with any provision of this Agreement shall not operate or be construed as a waiver of such provision or any other provisions.

e) Disputes. In the event of a dispute between the Parties related to this Agreement, a representative with full authority from each Party shall confer in a mutually convenient manner and make a good faith effort to resolve the dispute. If this effort fails, the Parties will complete mediation in Minnesota within thirty (30) days after discussions cease. The cost of mediation will be shared equally. If mediation fails, either Party may file a lawsuit pursuant to subsection (f) below but not before expiration of a twenty (20) day cooling off period following completion of mediation.

f) Applicable Law; Jurisdiction. This Agreement shall be subject to and interpreted in accordance with the substantive and procedural laws of the State of Minnesota, without regard to principles of conflicts of laws. Any lawsuit shall be filed in the federal or state courts as applicable in the State of Minnesota and Business consents to jurisdiction in Minnesota.

g) Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be deemed received when sent by certified or registered mail, return receipt requested, (or, if by email, upon acknowledgment of receipt) to the Parties at the addresses set forth below.

SHB: American Hearing Benefits, Inc.
6700 Washington Avenue South
Eden Prairie, MN 55344
Attention: Ryan Peterson, Credentialing Specialist
Email: credentialing@americanhearingbenefits.com

Business: _____
_____
_____
Attention: _____
Email: _____

h) Severability. If any provisions or parts of provisions in this Agreement are held to be unenforceable, the remainder of this Agreement shall continue in full effect as allowed by law.

i) Assignment. Business shall not assign or transfer its rights, duties or obligations under this Agreement without the prior written consent of SHB.

j) Third-Party Rights. Unless specifically provided in this Agreement, the Parties have not created and do not intend to create any enforceable rights in or to any third-parties, including without limitation, Patients. Unless specifically provided in this Agreement, the Parties understand and agree that there are no third-party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in the manner appropriate to each as of the Effective Date.

Starkey Hearing Benefits (SHB)	**Business**
_____	_____
Signature	Signature
Jason Horowitz	_____
Print Name	Print Name
Managing Director, Starkey Hearing Benefits	_____
Title	Title

Exhibit A
HIPAA Business Associate Agreement

This **HIPAA Business Associate Agreement** (the "Agreement"), is made and is effective as of the Effective Date of the Starkey Hearing Benefits Agreement ("Effective Date"), between American Hearing Benefits, Inc. as a wholly owned subsidiary of Starkey Laboratories, Inc. d/b/a Starkey Hearing Technologies (as the "Business Associate" herein) and Business (as the "Covered Entity" herein) (each a "Party" and collectively the "Parties").

BACKGROUND

This Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is created, received, maintained or transmitted by the Business Associate from or on behalf of Covered Entity ("PHI"), will be handled between the Business Associate and Covered Entity. The Parties are committed to complying with the Privacy Standards for Individually Identifiable Health Information (the "Privacy Rule") and the Security Standards for electronic Protected Health Information (the "Security Rule") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and implementing regulations (the "HIPAA Rules"), as each is amended from time to time.

1. Definitions. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in HIPAA and the HIPAA Rules.

1.1 Breach. "Breach" means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI.

1.2 Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean Starkey.

1.3 Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean Company.

1.4 Protected Health Information. "Protected Health Information" or "PHI" has the meaning as set out in its definition at 45 CFR §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of the Covered Entity, and includes "Electronic Protected Health Information ("ePHI") as defined in 45 CFR §160.103.

2. Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose PHI as necessary to perform the services set forth in any underlying services agreement between the Parties.

(b) Business Associate may use or disclose PHI as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate 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 Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Business Associate may provide data aggregation services relating to the health care operations of Covered Entity.

(g) Business Associate may de-identify information in accordance with HIPAA standards and use such information for internal business purposes.

3. Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose PHI other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;

(c) Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including a Breach of unsecured PHI as required at 45 CFR 164.410, and any Security Incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;

(e) In the time and manner agreed upon by Covered Entity and Business Associate, make available PHI in a designated record set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

(f) In the time and manner agreed upon by Covered Entity and Business Associate, make any amendment(s) to PHI in a designated record set as directed or agreed to by Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

(g) Maintain and, in the time and manner agreed upon by Covered Entity and Business Associate, make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

4. Privacy Practices and Restrictions

Covered Entity shall notify Business Associate of any (i) limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520; (ii) changes in, or revocation of, the permission by an individual to use or disclose his or her PHI; or (iii) 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; the extent that such limitation, change or restriction may affect Business Associate's use or disclosure of PHI. Covered Entity represents that it has obtained all necessary authorizations, if any, for the use or disclosure of PHI to enable Business Associate to perform services for or on behalf of Covered Entity.

5. Term and Termination

5.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect until the termination of the underlying business relationship or it is terminated as set forth in this Section 5, whichever is sooner.

5.2 Termination by Covered Entity. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has breached a material term of the Agreement and Business Associate has not cured the breach or ended the violation within 30 calendar days of such written notice.

5.3 Termination by Business Associate. If Business Associate reasonably believes that Covered Entity has breached a material term of this Agreement, Business Associate shall provide thirty (30) days' notice of its intention to terminate this Agreement. Business Associate will cooperate with Covered Entity to find a mutually satisfactory resolution to the matter prior to terminating.

5.4 Effect of Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(b) Return to Covered Entity or destroy the remaining PHI that the Business Associate still maintains in any form;

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent use or disclosure of such PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

(d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in Section 2 which applied prior to termination; and

(e) Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5.5 Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

6. Miscellaneous

6.1 Amendments; Waiver. This instrument sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement. This Agreement may be changed or modified only by an agreement in writing signed by both parties. Any waiver

of any term of this Agreement or the breach of any of its provisions shall not operate or be construed as a waiver of any other or subsequent failure of strict performance.

6.2 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

6.3 Notices. All notices required under this Agreement shall be in writing, addressed to the other party at the address indicated in this Agreement, (or at such other address as either party may designate by proper written notice to the other party). Notices may be delivered by hand or sent by facsimile transmission or certified mail, return receipt requested. Notices shall be effective upon receipt. Notices sent by mail shall be deemed received on the date of receipt indicated by the return verification provide by the U.S. Postal Service.

6.4 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and Security Rule.

NEW/UPDATE SUPPLIER DIRECT DEPOSIT FORM

Information needed for Electronic Funds Transfer (EFT/ACH)

American HEARING BENEFITS

P.O. Box 1503
Minneapolis, MN 55440-1503
Fax: 952-947-4739

MAILING ADDRESS (GENERAL)

Name _____

Address _____

Address _____

City _____ **State** _____ **Country** _____

Zip _____ **Currency type** _____ **Tax ID** _____

CONTACT INFORMATION

Contact Name _____

Email Address _____

Phone _____ **Fax** _____

FINANCIAL INSTITUTION INFORMATION

Company Name on Bank Account _____

ABA Routing Number ___ ___ ___ ___ ___ ___ ___ ___ ___ (Must be 9-digit Number)

Bank Swift or BIC Number _____

Bank Account Number _____

Financial Institution Name _____

Street Address _____

City, State, Zip _____

Type of Account: **Checking** ____ **Savings** ____

Electronic Payment Notification Email address: _____

Authorization to make **(EFT)** Electronic Fund Payments

VENDOR acknowledges and agrees that the terms and conditions of all agreements or purchase orders with **American Hearing Benefits** concerning the methods and timing of payments for goods and/or services shall be amended as provided herein. VENDOR will notify **American Hearing Benefits** of any changes in depository financial institution or other payment instructions 15 days in advance.

Name (Please Print) _____

Telephone Number _____

By (Authorized Signature) _____ **Date:** _____

For Internal Use Only:

Vendor Number _____ **Terms** _____ **Supplier Classification** _____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See **Specific Instructions** on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

Sign Here	**Signature of U.S. person ▶**	**Date ▶**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

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?* on page 2.

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?* on page 2 for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign 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 Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity, 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 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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.

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. However, the IRS prefers that you use your SSN.

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local 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. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, 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 items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on 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), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. 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.