

REQUEST FOR PROPOSALS--REISSUED

FOR

HEALTH INSURANCE COMPLIANCE CONSULTING
(HIPAA and HITECH)

FOR

THE

PUBLIC EDUCATION EMPLOYEES' HEALTH INSURANCE PLAN

For the Fiscal Years

2022 through 2026

October 1, 2021 through September 30, 2026

RFP 022000000001

Issue Date: October 1, 2021

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SECTION I
GENERAL INFORMATION FOR THE PROPOSER

A. PURPOSE:

This Request For Proposal (RFP) solicits vendor proposals to provide audit, training, and consulting services for the Public Education Employees' Health Insurance Board, acting on behalf of the Public Education Employees' Health Insurance Plan (PEEHIP) to ensure PEEHIP's compliance with the Health Insurance and Portability Accountability Act of 1996 and accompanying regulations, as amended from time to time, (HIPAA) and the Health Information Technology for Economic and the Clinical Health Act of 2009 and any regulations promulgated thereunder (HITECH).

B. BACKGROUND:

PEEHIP provides health insurance benefits for all full-time permanent employees and permanent part-time employees of the Alabama public educational institutions, which provide instruction at any combination of grades K-12, exclusively under the auspices of the Alabama State Board of Education, and the Alabama Community College System under the Alabama Community College System Board. These insurance benefits are also available to retired employees, with a portion of the retiree's cost paid through the employer premium for active employees. Coverage is also offered to eligible dependents.

Members who are actively employed and members who are retired and not Medicare eligible have a choice of three hospital medical plans and four optional coverage plans as follows:

1. Hospital medical administered by Blue Cross and Blue Shield of Alabama with pharmaceutical benefits coverage administered by Express Scripts (Express Scripts effective 10/1/2021).
2. Supplemental hospital medical administered by Blue Cross Blue Shield of Alabama.
3. Health Maintenance Organization – VIVA HEALTH.
4. Optional Coverage administered by Southland Benefit Solutions, LLC – consisting of Dental, Hospital Indemnity, Vision and Cancer.

Members who are retired and Medicare eligible have one option for hospital medical coverage and four optional coverage plans as follows:

Hospital Medical coverage administered by Humana, a Group Medicare Advantage PPO Plan with prescription drug coverage included.

Optional Coverage administered by Southland Benefit Solutions, LLC, – consisting of Dental, Hospital Indemnity, Vision and Cancer.

C. DESCRIPTION OF PEEHIP'S MANAGEMENT:

The Public Education Employees' Health Insurance Board oversees the PEEHIP plan, and the daily administrative responsibility for the plan and fund are with the Retirement Systems of Alabama administrative staff. The Chief Executive Officer (CEO) of the Teachers' Retirement System also serves as CEO for the PEEHIP. All matters relating to PEEHIP have been assigned to staff under the direction of the Deputy CEO. The RSA employs approximately 355 employees.

D. OPERATIONS:

The PEEHIP Division is responsible for enrollments and maintains insurance records for the approximately 325,000 active and retired members and eligible dependents on-line with insurance enrollments and status changes submitted online or on approved paper forms. All enrollments and changes are reported to the third party administrators via electronic file transfer.

The number of Members with medical contracts and number of dependents enrolled in PEEHIP Medical Coverage and Optionals as of March 31, 2021 is set forth below:

Public Education Employees' Health Insurance Plan (PEEHIP)

HOSPITAL MEDICAL
Contract counts as of March 31,
2021

	Active		Retired		Total		Member Contracts	Covered Persons	Lives per Contract
	Single	Family	Single	Family	Single	Family			
Blue Cross & Blue Shield / MedImpact									
Hosp_Med	32,527	50,237	4,934	5,658	37,461	55,895	93,356	223,365	
Supplmntl	182	1,555	543	792	725	2,347	3,072	8,780	
CHIP					0	0	-	-	
Total BC	32,709	51,792	5,477	6,450	38,186	58,242	96,428	232,145	2.41
MAPDP	0	0	38,136	19,425	38,136	19,425	57,561	76,476	1.33
Viva Health	822	729	202	97	1,024	826	1,850	3,694	2.00
Total Hospital/Medical					39,210	59,068	155,839	312,315	2.00

OPTIONAL PLANS - Southland
Contract counts as of March 31,
2021

	Active		Retired		Total		Members Contracts	Covered Persons	Lives per Contract
	Single	Family	Single	Family	Single	Family			
Cancer	2,969	5,953	4,058	4,611	7,027	10,564	17,591	36,403	2.07
Dental	22,928	44,159	24,315	25,486	47,243	69,645	116,888	257,564	2.20
Vision	5,836	12,312	5,461	8,062	11,297	20,374	31,671	71,416	2.25
Indemnity	1,924	4,071	2,361	2,085	4,285	6,156	10,441	22,152	2.12

Note: Many members have Hospital Medical and one or more optional plans.

**FLEX
Accounts
Contract counts as of March 31,
2021**

Members with FSA		Members with DCA		Members with both FSA and DCA		Total Accounts	Annual Deduction
Count	Amount	Count	Amount	Count	Amount		
4,154	5,845,672	84	362,477	231	973,365	4,700	7,181,514

PEEHIP implemented a Medicare Advantage (PPO) plan effective January 1, 2017. The member count for this program is approximately 77,000 (included above) and the plan is currently administered by Humana.

E. FUNDING:

PEEHIP is primarily funded by employer and member paid health insurance premiums, as well as member payments for family coverage and additional selected optional coverage. The premiums are submitted to PEEHIP each month from the employer school systems for active employees and the retirement payroll process for retirees. There are approximately 200 local employer systems participating in PEEHIP.

F. OTHER INFORMATION:

Other documents that are considered as part of this RFP may be located via the Internet as follows:

<http://www.rsa-al.gov/index.php/members/peehip> - PEEHIP Section of RSA web page

PEEHIP Law – Title 16, Chapter 25A

Flexible Benefit Plan Law (PEEHIP offers a flexible employee benefits program pursuant to Sections 16-25A-21, 16-25A-40 – 47, Code of Alabama 1975).

<https://www.rsa-al.gov/about-rsa/itb-rfp/> - RSA website for posting of RFPs, ITBs, their updates, and Q&As.

G. PROPOSAL OPENING:

Please remit one non-redacted electronic copy and one redacted electronic copy (optional, see below) using USB port or CD, as well as one printed copy of the non-redacted proposal, in a sealed wrapper with the following plainly marked on the front.

PEEHIP

HEALTH INSURANCE COMPLIANCE CONSULTING PROPOSAL

RFP **02200000002**

OPENING Monday, November 1, 2021

Proposals will be sent to:

Via UPS or FedEx:

Ms. Jessica Jones
PEEHIP Security Officer
Retirement Systems of Alabama
201 South Union Street
Montgomery, AL 36130

Via US Mail

Ms. Jessica Jones
PEEHIP Security Officer
Retirement Systems of Alabama
P.O. Box 302150
Montgomery, AL 36130-2150

Proposals may be hand delivered to Room 574 of the Retirement Systems Building, 201 South Union Street, Montgomery, Alabama. Proposals will be accepted until 3:00 p.m. CST on Friday, October 29, 2021, and opened on Monday, November 1, 2021. Proposals will not be accepted after this date and time. In the event of a discrepancy between the electronic copy of the proposal and the paper copy of the proposal, the paper copy of the proposal shall take precedence.

PEEHIP takes its responsibilities under the State of Alabama's public records law (Alabama Code Section 36-12-40) very seriously. If Proposer considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to public disclosure, Proposer must also provide PEEHIP with a separate redacted copy of its proposal and briefly describe in a separate writing, as to each item redacted, the grounds for claiming exemption from the public records law. This redacted copy shall be clearly marked "Redacted Copy." The redacted copy shall be provided to PEEHIP at the same time Proposer submits its proposal and must only exclude or redact those exact portions that are claimed confidential, trade secret, or otherwise not subject to disclosure.

Proposer shall be responsible for defending its determination that the redacted portions of its proposal are confidential, trade secret, or otherwise not subject to disclosure. Furthermore, Proposer shall protect, defend, and indemnify PEEHIP for any and all claims arising from or relating to Proposer's determination that the redacted portions of its proposal are confidential, trade secret, or otherwise not subject to disclosure. All of the above shall be acknowledged in Proposer's redacted copy.

If Proposer fails to submit a redacted copy with its proposal, PEEHIP is authorized to produce the entire document(s), data, and/or records submitted by Proposer in answer to any public records request should PEEHIP, in its sole discretion, decide to do so for compliance with law or otherwise.

PEEHIP may reproduce any of the proposer's proposal and supporting documents for internal use or for any other purpose required by law.

Any questions regarding this RFP must be submitted electronically via email by Friday, October 8, 2021, at 5:00 p.m. CST to Jessica Jones at Jessica.Jones@rsa-al.gov

H. PEEHIP Reservation of Rights.

This RFP does not commit PEEHIP to award a contract. PEEHIP reserves the right to reject all proposals for any reason or to reject individual proposals for failure to meet any requirement of the RFP. PEEHIP further reserves the right to award only a part or portion of the services, to waive minor defects in any proposal, and/or to cancel or modify this RFP at any time.

I. KEY DATES:

- Friday, October 1, 2021 – RFP issued.
- Friday, October 8, 2021 at 5:00 p.m. CST – Deadline for any questions from prospective proposers. All proposer questions must be submitted via email. Responses will be posted on the RSA website.
- Friday, October 15, 2021 by 5:00 p.m. CST – PEEHIP’s responses to proposer questions will be posted on the RSA website.
- Friday, October 29, 2021 at 3:00 p.m. CST – deadline for receipt of sealed proposals.
- Monday, November 1, 2021 – Opening of proposals
- November 8 – November 12, 2021 – Finalist Interviews in person or by teleconference, if requested by PEEHIP.
- No later than November 15, 2021 - PEEHIP completes the review and awards the bid.

PEEHIP reserves the right to modify this timeline at any time. If the due date for proposals is changed, all known proposers shall be notified and the updated information shall be placed on the RSA website.

J. SCOPE OF SERVICES:

Compliance requirements for HIPAA, HITECH, and Healthcare Reform are constantly evolving. PEEHIP is required to stay abreast of those changes in order to appropriately safeguard protected health information (PHI) and reduce adverse impacts to the fund. The requirements listed below will help PEEHIP ensure the plan stays consistent with meeting those objectives and become further proactive in fulfilling the requirements issued by Health and Human Services (HHS). PEEHIP requires all compliance and training materials to be updated at minimum on a yearly basis or more frequently as required by legislation.

Specific services required include:

- Providing highly qualified legal guidance to the PEEHIP management team regarding legal/legislative developments related to healthcare security, privacy, and confidentiality. PEEHIP requires legal opinions to be issued by personnel with an official Juris Doctor degree and a subject matter expert in the area of healthcare security and privacy. A team of HIPAA experts should be assigned to PEEHIP in the event of an emergency by providing a call tree and escalation plan for after-hours emergencies.
- Providing yearly in-person compliance training (or, at PEEHIP’s sole discretion, computer-based live or recorded training) to all PEEHIP staff with updated training materials reflecting new or modified legislation and regulatory guidance, which also includes performing a gap analysis of training content. Training materials and in-person training should be completed by successful proposer no later than May 31 of each contract year. In the event that training cannot be performed onsite due to a national pandemic, proposer must be able to create content and conduct training remotely. Proposer must be able to capture the training in a format that can be easily replayed by PEEHIP and RSA employees.
- Reviewing Business Associate Agreements (BAA) to ensure verbiage is updated and complies with health care security and privacy regulations.
- Providing yearly HIPAA/HITECH security and privacy assessments based on established industry frameworks for auditing healthcare plans, with compliance reports completed by June 30th each year.
- Conducting onsite visits to determine if physical security requirements comply with HIPAA privacy and security regulations.
- Updating PEEHIP policy handbooks to reflect changes in regulations and operating procedures.

- Attending PEEHIP board meetings as requested by management to address compliance or litigation concerns that may arise.
- Interviewing select management and staff members regarding common privacy and security-related practices within PEEHIP to include, but not be limited to, disposal, storage, and encryption practices or procedures.
- Identifying all information systems and communication networks that store, maintain, or transmit electronic PHI and determine compliance with documented HIPAA privacy and security regulations or other state privacy and security statutes related to healthcare.
- Evaluating potential risks (to include the cost of failure related to privacy or security breaches and related public communication costs) associated with how PEEHIP collects, uses, manages, houses and discloses health information and evaluate options or changes to current practices in order to meet HIPAA Privacy and Security regulations or other state privacy and security statutes. Evaluate risks related to current policies, procedures, tools, and techniques related to management investigation and remediation of privacy or security breaches.
- Determining if PEEHIP procedures for release, disclosure and recording of health information comply with each of the HIPAA Privacy and Security standards.
- Determining if breach notification procedures are appropriate, sufficient, and up to date.
- Assisting with any other HIPAA/HITECH consulting requested from time to time by PEEHIP.

PEEHIP expects to enter into a contract with the successful proposer for the above-listed services for a term beginning December 1, 2021 and ending September 30, 2026.

K. PAYMENT SCHEDULE:

Payments will be made no more frequently than monthly based upon the firm's actual hours worked. PEEHIP requires payment terms to be payable 30 days from receipt of invoice.

L. SELECTION OF FIRM:

PEEHIP expects to employ the successful proposer. All responding proposers will be notified in writing within a reasonable length of time following the selection. Prior to the selection of a firm, two or more proposers may be requested to make presentations via phone or video conference to the evaluation committee for finalist interviews. All the proposals and finalist interview materials shall become the property of PEEHIP.

M. ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically and provide a concise description of the Proposer's response to the requirements of this RFP. Emphasis should be on clarity. PEEHIP will not be responsible for any costs incurred by any Proposer in the preparation of a proposal. Any travel or other expenses incurred in relation to on-site or other interviews relating to this RFP or any proposals thereto shall be borne solely by the proposer.

N. NEWS RELEASES:

News releases pertaining to this RFP, the services contemplated herein, or the audits or other work product to which this RFP relates will be made only with prior written approval of the CEO or his representative.

O. ADDENDA TO THE RFP:

PEEHIP reserves the right to issue addenda or amendments to this RFP. Any modifications made to the RFP prior to the proposal due date will be provided in writing on the RSA website: <http://www.rsa-al.gov/index.php/about-rsa/itb-rfp/>.

P. CONTACT POINT:

Any questions that arise concerning this RFP may be directed to Ms. Jessica Jones at (334) 517-7605 or to Jessica.Jones@rsa-al.gov.

Q. MINIMUM EXPERIENCE QUALIFICATIONS:

Proposals will be accepted from firms where both the firm and the assigned lead consultant have consulted with and advised a self-insured health insurance plan on its HIPAA security and privacy practices, with such plan having at least 150,000 covered lives and claims of at least \$500 million annually. This experience should be for three (3) years of the most recent five (5) years. Subcontractors and joint ventures are not approved to bid on this RFP.

The PROPOSER shall affirmatively state and describe how it meets all of the minimum experience requirements as noted in this Section Q as a part of its response to this RFP.

R. AGENTS:

No agents' fees will be payable by PEEHIP or successful vendor. PEEHIP will respond only to parties interested in proposing and performing the services.

S. STAARS REGISTRATION.

Successful proposer must be registered and subscribed in the STAARs Vendor Self Service Portal (VSS) at <https://procurement.staars.alabama.gov> prior to contract award and execution of contract.

T. EXCEPTIONS.

By signing the proposal, Proposer agrees to be bound by all terms and conditions of the RFP. Any exceptions to the specified terms and conditions must be clearly set forth within Proposer's proposal and are subject to the acceptance of PEEHIP.

SECTION II INFORMATION REQUIRED FROM PROPOSERS

Proposals must be submitted in the format outlined below:

A. QUALIFICATIONS OF THE FIRM:

1. BUSINESS ORGANIZATION

State the full name and address of your organization, and if applicable, the branch office or other subordinate element that will perform or assist in performing the work hereunder. Indicate whether you operate as an individual, partnership, limited liability company, or corporation, and provide the state in which your company was incorporated or formed. State whether you are licensed to operate in the State of Alabama.

2. PRIOR EXPERIENCE:

As part of your proposal, include a brief statement (maximum five pages) concerning the relevant experience of persons from your firm who will be performing the proposed consulting. Do not include general corporate background brochures. Emphasize experience directly applicable to providing security consulting for healthcare plans. List a contact person for your large self-insurance clients. Specific areas to be addressed in additional sections must include the following required experience:

- HIPAA knowledge and experience – including credentials.
- Knowledge and abilities in regard to Healthcare reform, security, and privacy.
- IT technical experience and background for technical personnel that will work on the project if awarded to the proposer.

3. MANPOWER:

Identify lead individuals by name and title and include a resume of each.

4. AUTHORIZED OFFICIALS:

Include the names and telephone numbers of personnel of the organization authorized to execute the proposed contracts with PEEHIP.

5. ADDITIONAL INFORMATION AND COMMENTS:

Include any other information believed to be pertinent but not specifically requested elsewhere in this RFP.

B. COST AND PRICE ANALYSIS:

The information requested in this Section is required to support the reasonableness of your proposal price. Use the following format:

Reflect the details of each of the following you expect for the annual HIPAA/HITECH compliance consulting services for each of the fiscal years 2022 through 2026.

- Cost per hour for the lead consultant who will be responsible for consulting with PEEHIP and the cost per hour of any other professional person by name and title who will be assisting the lead consultant in performing these consulting services. Include expected number of hours for each proposed person.
- PEEHIP prefers that any incidental fees be included within the hourly rates of the consultants. In the event that is not possible, please include a detailed list of any costs or fees that Proposer expects to be billed to PEEHIP during the contract outside of consultant hourly rates. These should include any travel related expenses. Include a detail basis for charging travel costs or other fees related to the performing of these services. Please note that PEEHIP will only pay travel based upon State of Alabama rules and regulations. **ALL FEES MUST BE DISCLOSED IN ORDER TO BE PAID; FEES NOT FULLY DISCLOSED WILL NOT BECOME PART OF THE CONTRACT.**
- Expected total contract cost by year for years 2022, 2023, 2024, 2025 and 2026 for the services detailed in paragraph J of Section I of this RFP.

Cost scoring will be determined as follows:

- a. Cost proposals must be provided in a separate envelope clearly labeled, “Cost Proposal”.

- b. The Proposer submitting the lowest Total Proposal for HIPPA/HITECH compliance consulting services will receive 25 points.
- c. The Proposer submitting the lowest average hourly consulting rate will receive 5 points.
- d. All other Proposers will be evaluated by use of the following formulae:

$$\frac{\text{Lowest Cost of All Valuations}}{\text{Cost of Proposal Under Evaluation}} \times 25 \text{ points} = \text{Proposer's Score for Cost of Valuation}$$

$$\frac{\text{Lowest Wt. Avg Cost of All Consulting Hrs.}}{\text{Wt. Avg. Cost of Consulting Hrs. Under Eval.}} \times 5 \text{ points} = \text{Proposer's Score for Misc Consulting Hours}$$

Wt. Avg. Cost of Consulting Hrs. Under Eval. will equal the aggregate of the hourly rate for each staff level multiplied by the respective distribution percentage.

NOTE: PEEHIP will not be liable for any expense for use of any job classification by the vendor that is not identified in the vendor's response.

PEEHIP desires to enter into a multi-year contract for performing the health insurance security and privacy consulting services. Please specify savings anticipated through increased efficiencies as you gain increased knowledge of the operating systems.

C. PROPOSAL EVALUATION FORM

General Proposal Categories	Possible Points	Reviewer's Score
Qualification of the firm	25	
Experience of Personnel Assigned	25	
Methodology and Ability to Meet Timeline	20	
Total Technical Score	70	
Cost Proposal	30	
Total Possible Points	100	
Finalist Interviews (optional)	10	

Proposers must respond to all required components of the RFP.

SECTION III
CRITERIA FOR EVALUATION

A. GENERAL:

Proposals will be evaluated by an evaluation committee. Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based on all factors listed below and others implicit within the RFP and will represent the best performance and reasonable costs for PEEHIP. Oral presentations and interviews via Webex or in person may be required as part of the evaluation criteria.

B. FACTORS:

The following factors will be the minimum criteria in making the selection (order does not indicate priority):

1. PRICE:

This criterion shall be judged by its reasonableness in relation to the merits of the proposal.

2. QUALIFICATION OF THE FIRM:

This includes the ability of the vendor to meet the terms of the RFP and the relevancy of recent similar health insurance consulting engagements.

3. EXPERIENCE OF PERSONNEL ASSIGNED:

The competence and level of professional personnel who will guide the engagement will be considered. Education, certifications, and relevant compliance experience will measure qualifications of professional personnel.

4. METHODOLOGY AND ABILITY TO MEET TIMELINE

Describe your proposed timeline for completing the annual work along with your methodology. Be as specific as possible in order for PEEHIP to completely understand your processes.

SECTION IV
CONTRACT REQUIREMENTS

PEEHIP expects the successful contractor to enter into a contract incorporating the following terms and conditions, as well as such additional terms and conditions standard to services of this type. In the event a proposer is unwilling or unable to agree to any of the following terms or conditions, such proposer must clearly disclose such unwillingness or inability within its proposal in accordance with the requirements of paragraph T of section I.

A. Contractor's Personnel. Contractor will perform all services in a manner satisfactory to PEEHIP, and in accordance with the generally accepted business practices and procedures of PEEHIP. Contractor certifies that it presently has adequate qualified personnel to perform all services required under this Agreement. Contractor further certifies that all of its employees assigned to serve PEEHIP have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Contractor who, in the opinion of PEEHIP, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under the Agreement.

B. Commencement of Work. Contractor acknowledges and understands that this agreement is not effective until it has received all required state government approvals, and Contractor shall not begin performing work under this Agreement until notified to do so by PEEHIP. Contractor is entitled to no compensation for work performed prior to the effective date of this Agreement.

C. Independent Contractors. Contractor acknowledges that Contractor is an independent contractor, and neither Contractor nor Contractor's employees are to be considered employees of PEEHIP or entitled to any benefits under the State of Alabama Merit System.

D. Proration. In the event of proration of the funds from which this Agreement is to be paid, the Agreement will be subject to termination by PEEHIP.

E. Debt of State, Etc. Contractor acknowledges that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provisions of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or

which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void. Contractor may not assign this Agreement or any interest herein or any money due hereunder without the expressed written consent of PEEHIP.

F. Indemnification. Contractor shall indemnify, defend, and hold harmless PEEHIP, its administrators, officers, directors, agents and employees (the “Indemnitees”), from and against any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney’s fees, arising out of or resulting from Contractor’s performance (or nonperformance) of services under this Agreement. Without limiting the foregoing, Contractor shall indemnify, defend and hold harmless the Indemnitees from and against any and all claims, damages, losses and expenses, including but not limited to reasonable attorney’s fees, (a) incurred as a result of Contractor’s (or Contractor’s agent’s) violation of any law, rule or regulation; (b) arising out of, or related to, Contractor’s (or Contractor’s agent’s) breach of warranty or representation; or (c) arising out of, or related to, Contractor’s (or Contractor’s agent’s) negligent or willful misconduct.

Contractor acknowledges and agrees that, notwithstanding anything to the contrary contained herein or in any other agreement between the parties hereto, PEEHIP shall not indemnify or hold harmless Contractor, its affiliates, administrators, officers, employees or agents. Contractor further acknowledges and agrees that PEEHIP shall not be liable to Contractor for any late fees, penalties, collection fees or attorney fees.

G. Confidentiality. Contractor acknowledges that, in the course of performing its responsibilities under this Agreement, Contractor may be exposed to or acquire information that is proprietary or confidential to PEEHIP or its members. Contractor agrees to hold such information in confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, without the express written permission of PEEHIP, other than for the performance of obligations hereunder or as required by applicable state or federal law. For purposes of this Agreement, all records, financial information, specifications and data disclosed to Contractor during the term of this Agreement, whether submitted orally or in writing or by any other media, shall be deemed to be confidential in nature unless otherwise specifically stated in writing by PEEHIP.

H. Immigration Law. By signing this Agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

I. Open Trade. In compliance with Act 2016-312, the Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

J. Applicable Law. This Agreement shall be governed by and construed in accordance with Alabama law, without giving any effect to the conflict of laws provision thereof. Contractor shall comply with applicable federal, state and local laws and regulations.

K. Termination. This Agreement may be terminated for any reason by either party upon ninety (90) days written notice. PEEHIP shall have the right to terminate this Agreement immediately by providing written notice to Contractor in the event Contractor fails to execute any provision of this Agreement promptly and to the satisfaction of PEEHIP.

L. Authority to Contract. Contractor warrants that (1) it is a validly organized business with authority to enter into this Agreement; (2) it is qualified to do business and in good standing in the State of Alabama; (3) entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind; and (4) notwithstanding any other provision of this Agreement to the contrary, there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

M. Audits/Records Retention. Contractor will maintain books and records related to the performance of the Agreement and necessary to support the amounts charged to PEEHIP in accordance with applicable law, terms and conditions of the Agreement, and generally accepted accounting practices. Contractor will maintain these books for a minimum of one (1) year after the completion of the Agreement, final payment, or completion of any contract audit or litigation, whichever is later. All books and records will be available for review or audit by PEEHIP or its designated agents upon reasonable notice and during normal business hours. Contractor agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to Contractor, PEEHIP will adjust future or final payments otherwise due. If no payments are due or owing to Contractor, or if the overpayment exceeds the amount otherwise due, Contractor will immediately refund all amounts that may be due to PEEHIP.

N. Dispute Resolution. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

SECTION IV
ADDITIONAL DOCUMENTS

The following documents are required and must be completed and submitted with the proposal:

A. State of Alabama Disclosure Statement (Required by Article 3B of Title 41, Code of Alabama 1975)

B. Business Associate Agreement (PEEHIP expects the successful vendor to execute this BAA as-is. In the event a proposer is unwilling or unable to agree to any of the terms of the attached, such proposer must disclose such unwillingness or inability in its proposal.)

C. Immigration Compliance Certificate

D. Proposer Profile Form

E. Proposer References Form

F. PEEHIP Statement on HIPAA Compliance Documentation

G. HIPAA Compliance Questionnaire

H. IRS Form W-9



State of Alabama

Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

Contract

Proposal

Request for Proposal

Invitation to Bid

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2021, by and between _____ (“Business Associate”) and the Public Education Employees’ Health Insurance Board (“Plan Sponsor”), acting on behalf of the Public Education Employees’ Health Insurance Plan (“Covered Entity”).

WHEREAS, Business Associate and Covered Entity desire and are committed to complying with all relevant federal and state laws with respect to the confidentiality and security of Protected Health Information (PHI), including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996, and accompanying regulations, as amended from time to time (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), and any regulations promulgated thereunder.

NOW, THEREFORE, for valuable consideration the receipt of which is hereby acknowledged and intending to establish a business associate relationship under 45 CFR §164, the parties hereby agree as follows:

I. Definitions

- A. “Business Associate” shall 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 _____.
- B. “Breach” shall be defined as set out in 45 CFR §164.402.
- C. “CFR” means the Code of Federal Regulations. A reference to a CFR section means that section as amended from time to time; provided that if future amendments change the designation of a section referred to herein, or transfer a substantive regulatory provision referred to herein to a different section, the section references herein shall be deemed to be amended accordingly.
- D. “Compliance Date(s)” shall mean the date(s) established by the Secretary or the United States Congress as the effective date(s) of applicability and enforceability of the Privacy Rule, Security Rule and HITECH Standards.
- E. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR §164.501 and shall include a group of records that is: (i) the enrollment, payment, claims adjudication and case or medical management record systems maintained by or for Covered Entity by Business Associate or (2) used, in whole or in part, by or for Covered Entity to make decisions about Individuals.
- F. “Electronic Protected Health Information” (EPHI) shall have the same meaning as the term “electronic protected health information” in 45 CFR §160.103, limited to the information received from or created on behalf of Covered Entity by Business Associate.
- G. “HITECH Standards” shall mean the privacy, security and security breach notification provisions applicable to a Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act of 2009, as such law may be amended from time to time, and any regulations promulgated thereunder.
- H. “Individual” shall have the same meaning as the term “individual” in 45 CFR §160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- I. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and 164, subparts A and E.

- J. "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information received from or created on behalf of Covered Entity by Business Associate.
- K. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.501.
- L. "Security Incident" shall have the same meanings as the term "security incident" in 45 CFR §164.304.
- M. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C.
- N. "Unsecured PHI" shall have the same meaning as "unsecured protected health information" in 45 CFR §164.402.

Terms used, but not otherwise defined, shall have the same meaning as those terms in the Privacy Rule, Security Rule and HITECH Standards.

II. Obligations of Business Associate

- A. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. Business Associate will take reasonable efforts to limit requests for, use and disclosure of PHI to the minimum necessary to accomplish the intended request, use or disclosure and comply with 45 CFR 164.502(b) and 514(d) .
- B. To the extent the Business Associate conducts a "Standard Transaction" as outlined in 45 CFR Part 162, Business Associate agrees to comply and to require any agent or subcontractor to comply with all applicable requirements set forth in 45 CFR Part 162.
- C. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. Business Associate shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by the Security Rule.
- D. Business Associate agrees to report to Covered Entity any use or disclosure of PHI other than as provided for by this Agreement promptly after Business Associate has actual knowledge of such use or disclosure, and to report promptly to the Covered Entity all Security Incidents of which it becomes aware. Following the discovery of a Breach of Unsecured PHI, Business Associate shall notify Covered Entity of such Breach without unreasonable delay, and in no event later than 30 calendar days after such discovery. The notification will include the identification of each individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired or disclosed during the Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known or reasonably should have been known to Business Associate. The parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity is required by applicable laws or regulations. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI, and so long as additional notice to Covered Entity is not required by applicable laws or regulations.
- E. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement or applicable regulations. Business Associate has a duty to assist the Covered Entity in any mitigation,

notice, reporting, or other remedial actions required, all of which would be at the Covered Entity's request and in the Covered Entity's sole discretion.

- F. Business Associate agrees to include in its agreement with any agent or subcontractor to whom it provides PHI on behalf of the Covered Entity conditions with respect to such information that are at least as restrictive as those that apply through this Agreement to Business Associate. Business Associate agrees to ensure that any agents, including sub-agents, to whom it provides EPHI received from, or created or received by Business Associate on behalf of the Covered Entity, agree in writing to implement the same reasonable and appropriate safeguards that apply to Business Associate to protect the Covered Entity's EPHI.
- G. If Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to make available to Covered Entity, within a reasonable time, such information as Covered Entity may require to fulfill Covered Entity's obligations to respond to a request for access to PHI as provided under 45 CFR §164.524 or to respond to a request to amend PHI as required under 45 CFR §164.526. Business Associate shall refer to Covered Entity all such requests that Business Associate may receive from Individuals. If Covered Entity requests Business Associate to amend PHI in Business Associate's possession in order to comply with 45 CFR §164.526, Business Associate shall effectuate such amendments no later than the date they are required to be made by 45 CFR §164.526; provided that if Business Associate receives such a request from Covered Entity less than ten (10) business days prior to such date, Business Associate will effectuate such amendments as soon as is reasonably practicable.
- H. If applicable, Business Associate agrees to provide to Covered Entity within a reasonable time such information necessary to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures as provided under 45 CFR §164.528. Business Associate shall refer to Covered Entity all such requests which Business Associate may receive from Individuals.
- I. Upon reasonable notice, Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services, or an officer or employee of that Department to whom relevant authority has been delegated, at Covered Entity's expense in a reasonable time and manner, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- J. Notwithstanding any other provision in this Agreement, Business Associate hereby acknowledges and agrees that to the extent it is functioning as a Business Associate of Covered Entity, Business Associate will comply with the HITECH Business Associate provisions and with the obligations of a Business Associate as prescribed by HIPAA and the HITECH Act commencing on the Compliance Date of each such provision. Business Associate and the Covered Entity further agree that the provisions of HIPAA and the HITECH Act that apply to Business Associates and that are required to be incorporated by reference in a Business Associate Agreement are incorporated into this Agreement between Business Associate and Covered Entity as if set forth in this Agreement in their entirety and are effective as of the Compliance Date.

III. Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Agreement, Business Associate may:

- A. Use or disclose Protected Health Information on behalf of the Covered Entity, if such use or disclosure of Protected Health Information would not violate the Privacy Rule, including the minimum necessary standard, if done by the Covered Entity.
- B. Use or disclose PHI to perform the services outlined in the _____ **<applicable services agreement>**.
- C. Use Protected Health Information for the proper management and administration of Business Associate or to fulfill any present or future legal responsibilities of Business Associate.

- D. Disclose Protected Health Information for the proper management and administration of Business Associate or to fulfill any present or future legal responsibilities of Business Associate, provided that such disclosure is either Required by Law or Business Associate obtains reasonable assurances from any person to whom Protected Health Information is disclosed that such person will: (i) keep such information confidential, (ii) use or further disclose such information only for the purpose for which it was disclosed to such person or as Required by Law, and (iii) notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- E. Use Protected Health Information to provide data aggregation services relating to the health care operations of the Covered Entity, as provided in 45 CFR §164.501.
- F. To create de-identified data, provided that the Business Associate de-identifies the information in accordance with the Privacy Rule. De-identified information does not constitute PHI and is not subject to the terms and conditions of this Agreement.
- G. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).
- H. Business Associate agrees to ensure that access to EPHI related to the Covered entity is limited to those workforce members who require such access because of their role or function. Business Associate agrees to implement safeguards to prevent its workforce members who are not authorized to have access to such EPHI from obtaining access and to otherwise ensure compliance by its workforce with the Security Rule

IV. Obligations of Covered Entity

- A. Covered Entity shall notify Business Associate of any facts or circumstances that affect Business Associate's use or disclosure of PHI. Such facts and circumstances include, but are not limited to: (i) any limitation or change in Covered Entity's notice of privacy practices, (ii) any changes in, or withdrawal of, an authorization provided to Covered Entity by an Individual pursuant to 45 CFR §164.508; and (iii) any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522.
- B. Covered Entity warrants that it will not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or is not otherwise authorized or permitted under this Agreement.
- C. Covered Entity acknowledges and agrees that the Privacy Rules allow the Covered Entity to permit Business Associate to disclose or provide access to PHI, other than Summary Health Information, to the Plan Sponsor only after the Plan Sponsor has amended its plan documents to provide for the permitted and required uses and disclosures of PHI and to require the Plan Sponsor to provide a certification to the Plan that certain required provisions have been incorporated into the Plan documents before the Plan may disclose, either directly or through a Business Associate, any PHI to the Plan Sponsor. Covered Entity hereby warrants and represents that Plan documents have been so amended and that the Plan has received such certification from the Plan Sponsor.
- D. Covered Entity agrees that it will have entered into Business Associate Agreements with any third parties to whom Covered Entity directs and authorizes Business Associate to disclose PHI.

V. Effective Date; Termination

- A. The effective date of this Agreement shall be the date this Agreement is signed by both parties (or the Compliance Date, if later).

- B. This Agreement shall terminate on the date Business Associates ceases to be obligated to perform the functions, activities, and services described in Article III.
- C. Upon Covered Entity's knowledge of a material breach or violation of this Agreement by Business Associate, Covered Entity shall notify Business Associate of such breach or violation and Business Associate shall have thirty (30) days to cure the breach or end the violation. In the event Business Associate does not cure the breach or end the violation, Covered Entity shall have the right to immediately terminate this Agreement and any underlying services agreement if feasible.
- D. Upon termination of this Agreement, Business Associate will return to Covered Entity, or if return is not feasible, destroy, any and all PHI that it created or received on behalf of Covered Entity and retain no copies thereof. If the return or destruction of the PHI is determined by Business Associate not to be feasible, Business Associate shall limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. If return or destruction of the PHI is feasible but Business Associate is required by law to retain such information or copies thereof, Business Associate will maintain the PHI for the period of time required under applicable law after which time Business Associate shall return or destroy the PHI.
- E. Business Associate's obligations under Sections II and III of this Agreement shall survive the termination of this Agreement with respect to any PHI so long as it remains in the possession of Business Associate.

VI. Other Provisions

- A. The parties acknowledge that the foregoing provisions are designed to comply with the mandates of the Privacy and Security Rules and the HITECH Standards and agree to make any necessary changes to this agreement that may be required by any amendment to the final regulations promulgated by the Secretary. If the parties are unable to reach agreement regarding an amendment within thirty (30) days of the date that Business Associate receives any written objection from Covered Entity, either party may terminate this Agreement upon ninety (90) days written notice to the other party. Any other amendment to the Agreement unrelated to compliance with applicable law and regulations shall be effective only upon execution of a written agreement between the parties.
- B. Except as it relates to the use, security and disclosure of PHI and electronic transactions, this Agreement is not intended to change the terms and conditions of, or the rights and obligations of the parties under any other services agreement between them.
- C. Business Associate agrees to defend, indemnify and hold harmless Covered Entity, its affiliates and each of their respective directors, officers, employees, agents or assigns from and against any and all actions, causes of action, claims, suits and demands whatsoever, and from all damages, liabilities, costs, charges, debts, fines, government investigations, proceedings, and expenses whatsoever (including reasonable attorneys' fees and expenses related to any litigation or other defense of any claims), which may be asserted or for which they may now or hereafter become subject arising in connection with (i) any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of Business Associate under this Agreement; and (ii) any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with Business Associate's performance under this Agreement.
- D. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- E. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy and Security Rules and the HITECH Standards.

- F. If any provision of this Agreement is held illegal, invalid, prohibited or unenforceable by a court of competent jurisdiction, that provision shall be limited or eliminated in that jurisdiction to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable
- G. This Agreement replaces and supersedes in its (their) entirety any prior Business Associate Agreement(s) between the parties.

IN WITNESS WHEREOF, this Agreement has been signed and delivered as of the date first set forth above.

**Public Education Employees' Health Insurance
Board,
the Plan Sponsor, acting on behalf of Covered Entity**

<Business Associate>

Signature

Signature

Printed Name

Printed Name

Title

Title

State of _____

County of _____

**CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT
(ACT 2011-535, as amended by ACT 2012-491)**

DATE: _____

RE: Contract/Grant/Incentive (describe by number or subject): _____ **by and between**

State Agency, Department of Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of **THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT** (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY: Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license and any business entity that is operating unlawfully without a business license.

EMPLOYER: Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

___(a) the Contractor/grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

___(b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-verify unless it is not eligible to enroll because of the rules of that program or other factor beyond its control.

Certified this _____ day of _____ 20 ____.

Name of Contractor/Grantee/Recipient
By:

Its:

The above Certification was signed in my presence by the person whose name appears above, on

This _____ day of _____ 20 _____.

WITNESS _____

Printed Name of Witness

PROPOSER
PROFILE FORM

Proposer's Legal Name:	Address:	
Phone Number:	Fax Number:	E-mail:
Home Office Location:	Date Established:	Ownership: State in which you are Incorporated or formed :
Firm Leadership:	Number of Employees:	Number of Employees Directly Involved in Tasks Related to the Work:
Is your firm licensed to operate in the State of Alabama?		
Additional Background Information:		

PROPOSER
REFERENCES FORM

Three professional references who have received services from the Proposer in the past three years:

Company Name:	Contact Name:
Address:	Phone Number: E-mail:
Project Name:	Beginning Date of Project: Ending Date of Project:
Description of project size, complexity and role in this project.	
Company Name:	Contact Name:
Address:	Phone Number: E-mail:
Project Name:	Beginning Date of Project: Ending Date of Project:
Description of project size, complexity and role in this project.	
Company Name:	Contact Name:
Address:	Phone Number: E-mail:
Project Name:	Beginning Date of Project: Ending Date of Project:
Description of project size, complexity and role in this project.	



PUBLIC EDUCATION EMPLOYEES' HEALTH INSURANCE PLAN

Business Associate Policy

December 8, 2015

The Public Education Employees' Health Insurance Plan ("PEEHIP") considers personal information to be confidential. PEEHIP protects the privacy of personal information in accordance with applicable privacy laws. PEEHIP is required by law to take reasonable steps to ensure the privacy of our members' healthcare information in accordance with the Health Information Portability and Accountability Act (HIPAA). With the addition of the Health Information Technology for Economic and Clinical Health (**HITECH**) Act, (enacted as part of the American Recovery and Reinvestment Act of 2009), and the final set of rules included in the HIPAA Omnibus rule set in 2013, it is imperative that PEEHIP maintain reasonable oversight over protected health information that it shares with its business associates. As defined by HIPAA, a "business associate" is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information on behalf of, or provides services to, a covered entity. A member of the covered entity's workforce is not a business associate. A covered health care provider, health plan, or health care clearinghouse can be a business associate of another covered entity.

Policy:

PEEHIP shall ensure that all of its business associate agreements (BAA's) meet current regulation requirements and are reviewed annually. Any addendum(s) to a BAA that are required by any current or proposed HIPAA or HITECH statutes or regulations shall be entered into within the time frame mandated pursuant to such statutes or regulations.

As a continued or future business associate of PEEHIP, business associates must provide adequate documentation stating they are in compliance with current HIPAA Security and Privacy rules. Documentation must consist of, at a minimum, one of the following:

- **External HIPAA Attestation Report**

A HIPAA attestation report must be conducted by a credible third party audit firm specializing in HIPAA Privacy and Security audits within the last year. Assessments must continue to be scheduled on a regular yearly basis covering at minimum the last 12 consecutive months of the previous year and not a point in time. The assessment must provide a qualified opinion of whether the business associate meets current HIPAA and HITECH Security and Privacy requirements based on an agreed-upon set of procedures (AUP). Report must be signed by a certified CISA, CISSP, or HCISPP auditor.

- **Service Organization Control Reporting**

Service Organization Control reports are required by business associates based upon service(s) performed on behalf of PEEHIP. Business associates classified as having a material impact on PEEHIP's financial statement will be required to obtain a **SOC 1 Type 2** report as deemed necessary by PEEHIP. Organizations which provide services to PEEHIP with direct access to public health information (PHI) will be required to complete a **SOC 2 Type 2** relevant to the service(s) being performed by the business associate. A **SOC 2 Type 2** report is required for each trust service principle that is relevant to the outsourced service being performed by the business associate. In most cases PEEHIP will require each business associate to audit their controls against all five trust services principles including: **security, privacy, availability, confidentiality, and processing integrity**. The SOC 2 Type 2 report must be performed directly on the business associate covering the last 12 consecutive months.

If the business associate utilizes or will utilize a managed data service provider or "subservice" such as Amazon or Microsoft Azure Cloud Services, the business associate will be required to produce a separate **SOC 2 Type**

2 report based upon contracted service type(s). This report must also cover the last 12 consecutive months without gap.

- Note: For “subservice” providers, a **SOC 2 Type 2** report must include at minimum the following trust services principles: **security**, **availability**, and **confidentiality**. If the “subservice” provider also performs data processing functions for the business associate, the remaining trust service principles, **processing integrity** and **privacy**, will be required as part of the **SOC 2 Type 2** report.
- **HITRUST Certification**
The HITRUST Common Security Framework (CSF) is a comprehensive and certifiable security framework used by healthcare organizations and their business associates to efficiently approach regulatory compliance and risk management. A current HITRUST certification issued within the last year will be accepted by PEEHIP to meet compliance with this policy.

Policy Enforcement Timeline

If any current or future business associate plans to obtain one of the reports or certifications noted above but currently do not possess it, PEEHIP will accept the following:

- Current business associates must provide PEEHIP a proof of engagement letter stating they will complete and provide one of the acceptable reports or certifications to PEEHIP within 12 months.
- New business associates must provide a proof of engagement letter stating they will complete and provide one of the acceptable reports or certifications to PEEHIP within 180 days of signed contract.

Initial reports must incorporate more than 90 days’ worth of data for testing while subsequent reports must include the last 12 months of controls testing without gap. If a current business associate fails to comply with this Policy, PEEHIP shall have the right, at PEEHIP’s sole discretion, to request one of the above defined audits to be completed and results obtained within a period of time defined by PEEHIP from the date such business associate receives written notice of noncompliance from PEEHIP. **In such event, the audited party will be solely responsible for all expenses incurred by the parties during the audit, including without limitation, all payment due to the audit firm. Should such business associate not agree to an audit within the 90 days, PEEHIP shall have the right, in its sole discretion, to terminate its relationship with the business associate. In no event shall a new business associate relationship be created with a party not in compliance with this policy.**

HIPAA Compliance Questions

1. Is everyone in the organization provided HIPAA training? If so, how often?
2. What is the size of the staff within the organization?
Is there a defined security and privacy officer? If so, do they have appropriate backgrounds to act within their roles?
3. Please explain how HIPAA assessments are performed within the organization. How often are assessments done, and by whom? May PEEHIP obtain a copy of the latest assessment?
4. If the organization has ever had a HIPAA breach, when did it occur?
5. May PEEHIP obtain a copy of your Information Security Policy and Procedures?
6. At any point in time, may PEEHIP come on site and perform a self-assessment based on HIPAA requirements?
7. Has everyone in the organization been trained on how to report a security incident or potential breach?
8. Please explain how your organization ensures compliance with the HIPAA regulations and guidelines for Business Associates and Covered Entities generally.

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.	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 of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ 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. <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)	
6 City, state, and ZIP code			
7 List account number(s) here (optional)			

Part	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 <i>How to get a TIN</i> , later.																															
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																															
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Employer identification number																															

Part II	Certification
Under penalties of perjury, I certify that:	
<ol style="list-style-type: none"> 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.	
Signature of U.S. person ▶	Date ▶

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 instrumentalities³—
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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³ The grantor*
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	
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.