



## Application Checklist

- Fill out page 1 – Application for Appointment
- Sign and date the Business Associate Agreement.
- Sign and date the Disclosure Notice
- Fill out the Agent Credit Card Authorization for Appointment Fee, if applicable.
- Fill out the W-9
- Please fax back the signed and filled out pages along with a copy of your license and E&O to 888-877-3990 or 615-261-8017 Attn: Stacy.

## Application for Appointment

Name: \_\_\_\_\_ Soc. Sec. #: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_  Male  Female NPN: \_\_\_\_\_ License #: \_\_\_\_\_  
 Resident Address (Street, City, State, ZIP): \_\_\_\_\_  
 Resident Phone #: \_\_\_\_\_  
 Business Address (Street, City, State, ZIP): \_\_\_\_\_  
 Business Phone #: \_\_\_\_\_ Business Fax #: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_  
 General Agent Name: \_\_\_\_\_ General Agent Code: \_\_\_\_\_

List the states in which you want to be appointed:

AL \$30	AZ \$0	AR \$0	CO \$0	DE \$25	FL \$60*	GA \$10	ID \$0	IL \$0	IN \$0	IA \$8	KS \$5	KY \$40/\$50 (non-res.)	LA \$20	MI \$5	MO \$0
MS \$25	MT \$0	NE \$8	NV \$15	NM \$20	NC \$10	ND \$10	OH \$20	OK \$55	PA \$15	SC \$0	SD \$10/\$20 (non-res.)	TN \$15	TX \$10	VA \$12	WV \$25
WI \$16/\$50 (non-res.)		WY \$15	<i>*Non-resident appointment fee of \$6.00 per county required for business sold on FL soil. Please provide non-resident county or counties: _____</i>												

I would like to be appointed with World Insurance Company. By my signature below, I acknowledge the requirements of a Business Associate as outlined, and authorize procurement of the necessary consumer reports for requested appointments.

### Licensing Checklist

- Application for Appointment** – All fields starting with “Name” and ending with “E-mail address” need to be completed. NPN is a producer’s National Producer Number. The NPN can be obtained by going to [www.nipr.com](http://www.nipr.com) and selecting the National Producer Number (NPN) Access Link. Type the social security number and last name to obtain the NPN.
- Business Associate Agreement/HIPAA Privacy and Security Provisions** – Read, date, write your name and sign.
- Disclosure Notice and Authorization** – Read, date, write your name and sign.
- Agent Credit Card Authorization** – Complete, sign and date.
- A Summary of Your Rights Under the Fair Credit Reporting Act** – To be left with applicant.
- Errors & Omissions (E&O) Insurance Declaration Page** – Attach a copy of current E & O Insurance coverage (required for appointment). Minimum amount of coverage required is \$1,000,000.
- Copy of State Insurance License** – Attach a copy of your current state insurance license and all non-resident licenses for states you are requesting appointment.
- License Fee \$ \_\_\_\_\_** – For payment of appointment fees, you may complete the Credit Card Authorization and the charges will be made upon approval of the Application, or submit a check payable to World Insurance Company.

Please return completed form to your General Agent for submission to World Insurance Company.

# Business Associate Agreement

## Privacy and Security Provisions

The Business Associate and World Insurance Company (“Company”), hereby enter into this Business Associate Agreement (“Agreement”) concerning the maintenance of the security and confidentiality of Protected Health Information (PHI) as required under applicable laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations promulgated thereunder.

### **Recitals**

The purpose of this Agreement is to comply with the Standards for Privacy of Individually Identifiable Health Information published by the Secretary of the U.S. Department of Health and Human Services (“HHS”) to amend 45 C.F.R. Part 160 and Part 164 (the “Privacy Regulation”) under HIPAA.

Company has requested Business Associate to perform certain services for or on behalf of Company as previously contracted with the condition that Business Associate agrees to abide by the requirements set forth in the privacy regulation.

This Agreement sets forth the terms and conditions pursuant to which PHI that is provided by, or created or received by, the Business Associate from or on behalf of the Covered Entity will be handled.

**Now, therefore**, in consideration of the foregoing and the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

### **Business Associate Responsibilities**

1. **Security Policies.** Business Associate shall maintain security policies that comply with applicable laws and regulations.
2. **Safeguards.** Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the use or disclosure of PHI otherwise than as permitted by this Agreement provided that such use or disclosure would not violate applicable law or regulation and shall provide Company upon request information concerning such safeguards and shall, upon reasonable request, give access to its facilities used for the maintenance or processing of PHI, for inspection and copying and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining its compliance with this Agreement.
3. **Use and Disclosure of PHI.** Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for or on behalf of Company as specified in the Agreement and this Agreement, provided that such use or disclosure would not violate applicable law. Business Associate shall use PHI only as permitted or required to perform the services set forth in the Agreement or as otherwise required by

law. Notwithstanding the foregoing, Business Associate may only use PHI in a manner that would not violate the requirements of applicable law.

4. **Training of Staff.** Business Associate shall advise and train members of its workforce of their obligations to protect and safeguard PHI and shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in violation of this Agreement.
5. **Reporting.** Business Associate shall report any use or disclosure of PHI not provided for by this Agreement and its workforce or its agents or contractors of which Business Associate becomes aware. Business Associate shall report the remedial action taken or proposed to be taken with respect to such use or disclosure.
6. **Mitigation.** Business Associate shall mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this agreement.
7. **Access by Individuals.** Business Associate shall at the request of Company, and in the time and manner designated by Company make available PHI in a designated record set to Company or as directed to an Individual or his/her personal representative entitled to access and copy the PHI in order to meet the requirement of applicable law and regulations.
8. **Correction of PHI.** Business Associate shall make any amendment to PHI in a designated record set that Company directs or agrees to at the request of Company or Individual or to his/her personal representative and shall amend and incorporate such amendments or corrections to PHI as required by applicable law.
9. **Minimum Necessary.** Business Associate warrants that the PHI it discloses, requests and uses is only the minimum amount necessary to carry out the duties and responsibilities contemplated by this Agreement.
10. **Accounting of Disclosures.** Business Associate shall provide to Company an accounting of disclosures in accordance with applicable law by Business Associate or its employees, agents, representatives or subcontractors as would be required for Company to respond to a request by an Individual for an accounting of disclosures as required by applicable law.

Any accounting prepared by Business Associate shall include:

- a. the date of disclosure;
- b. name, and address if known of the entity or person who received the PHI;
- c. a brief description of the PHI disclosed; and
- d. a brief statement of the purpose of the Disclosure.

The information relating to the accounting of disclosures shall be documented by Business Associate, as identified herein and such records shall be retained by Business Associate for at least six years from the date of the Disclosure.

11. Disclosure of Internal Practices. Business Associate shall make its internal practices, books, and records, including its policies and procedures relating to the use and disclosure of health information received from, or created or received by Business Associate on behalf of Company available to Company, or at the request of Company to the Secretary, in a time and manner designated by the Company for purposes of determining compliance with applicable law.
12. Procedure upon Termination. Upon termination of this Agreement Business Associate shall return or destroy all PHI that it maintains in any form, and shall retain no copies of such information or, if the parties agree that return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.
13. Breach. Without limiting the rights of the parties elsewhere set forth in the Agreement, if Business Associate materially breaches its obligations under this Section, the Company may, at its option:
  - a. exercise any of its rights of access and inspection;
  - b. provide an opportunity for Business Associate to cure the breach within 30 days of notice to Business Associate by Company and if the breach is not cured within 30 days terminate the agreement; or
  - c. immediately and unilaterally terminate this Agreement without penalty or recourse.

Company retains the right to report to the Secretary of the United States Department of Health and Human Services any violation or material breach. The remedies under this Section and set forth elsewhere in this Agreement shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

### **Companies Responsibility**

14. Notification. Company shall notify Business Associate to the extent it may affect Business Associate's use or disclosure of PHI of:
  - a. any changes in, or revocation of, permission by individuals to use or disclose PHI;
  - b. its notice of privacy practices and any limitations; and
  - c. any restrictions to the use or disclosure of PHI that Company has agreed to in response to an individual's request for restriction.

### **General Terms**

15. Term. The term of this Agreement shall be effective as of the date first referenced in this Agreement and shall terminate when all of PHI provided by Company to Business Associate, or created or received by Business Associate on behalf of Company is destroyed or returned to Company or if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with the termination provisions in this Agreement.
16. Audit. Company shall have the right to audit and monitor all applicable activities and records of the Business

Associate to determine compliance with the requirements relating to the creation or use of PHI as it relates to the privacy and security sections of this Agreement.

17. Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Company may, by written notice to the Business Associate amend this Agreement in such manner as it determines necessary to comply with such law or regulation.
18. Survival. The respective rights and obligations of Business Associate shall survive the termination of this Agreement.
19. No Third-Party Beneficiaries. The parties agree that there are no intended third party beneficiaries under this Agreement.
20. De-identified Data Creation. Business Associate is prohibited from converting PHI to de-identified data, unless the Company approves of Business Associate's proposed plan for accomplishing the conversion which meets the requirements of 164.514 of the Code of Federal Regulations.
21. Notices. Any notices to be given hereunder shall be made via U.S. first class mail, or hand delivery to the other party's address.
22. Relationship. This Agreement shall not alter the relationship between the Company and Business Associate and shall not create any additional rights other than those currently in existence as an independent contractor of the Company. There shall be no employment relationship created by the terms of this agreement. Nothing contained herein shall expand the agency relationship or authority as set out in the existing Agreement. Agent/ Business Associate's authority is limited to the marketing, processing and underwriting of new insurance applications. This Agreement does not create any authority in the Agent regarding the processing of claims. The Agent is specifically directed to avoid the receipt of PHI in connection with any claim.
23. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Company to comply with the Privacy Regulation.

### **Definitions**

Terms used, but not defined, in this Agreement shall have the same meaning as those terms used in the Privacy Rule promulgated under HIPAA.

*Business Associate* means the individual licensed and appointed by Company pursuant to the Producers Licensing Act to sell or solicit applications for health insurance on behalf of Company. This includes any employee or person acting on behalf of said producer.

*Company* means World Insurance Company which is a Covered Entity under the Privacy Rule.

Designated Record Set means a group of records maintained by or for Company that is:

- a. medical records and billing records about individuals maintained by or for a covered health care provider;
- b. enrollment, payment, claims adjudication and case or medical management record systems maintained by or for a covered health plan; or
- c. used in whole or in part by or for the covered entity to make decisions about individuals.

Disclose means the release, transfer, and provision of access to or divulging in any other manner of information outside the entity holding the information.

Individual means the person who is the subject of protected health information and shall include a person who qualifies as a personal representative in accordance with the Privacy Regulation.

Privacy Regulation means the Standards for Privacy of Individually Identifiable Health Information at CFR part 160 and part 164, subparts A and E.

Secretary means the Secretary of the Department of Health and Human Services or his designee.

Protected Health Information ("PHI") means individually identifiable information, including demographic information, that

- a. relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual;
- b. identifies the individual or for which there is a reasonable basis for believing that the information can be used to identify the individual; and
- c. is received by Business Associate from or on behalf of Company, or is created by Business Associate for or on behalf of Company, or is made accessible to Business Associate by Company. It does not include educational records covered by the Family Educational Right and Privacy Act and employment records held by Company in our role as employer.

Use means with respect to PHI the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

In Witness Whereof, the parties have executed this Agreement effective as of the date stated.

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Name *(Please Print)*

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Prospective Agent's Signature

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Date

# Disclosure Notice

In connection with either your interest in obtaining or continuing an independent contract to supply services to the Company, we may produce a consumer report (including an investigative consumer report) on you. A “consumer report” is any form of communication by a consumer reporting agency bearing on one’s credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living; it may include public record information (such as your driving record). An “investigative consumer report” is a special type of consumer report. If we intend to request such a report, you will be given a separate disclosure which describes such a report and your particular rights in that regard. Any information obtained through a consumer report will be used for employment purposes only, and will not be used in violation of any Federal or State equal opportunity law or regulation.

In the event information from a “consumer report” is to be utilized in whole or in part in making an adverse decision with regard to your potential or continued contractual relationship, before making the adverse decision we will provide you with a

copy of the consumer report provided to us, and a description of your rights under the federal Fair Credit Reporting Act. (The Fair Credit Reporting Act gives you specific rights in dealing with consumer reporting agencies. A copy of your rights will be provided to you during the contracting process.)

## **Authorization**

In order to be considered for, or continued in, an independent contract relationship with the Company by my signature below, I hereby request and authorize the Company or its representative to obtain a consumer credit report. If I enter into a contract, this authorization shall remain on file and in effect, and shall serve as an ongoing authorization for the Company or its representatives to procure consumer reports at any time during the term of my contract. I acknowledge receipt of a copy of a document entitled, “A Summary of Your Rights Under the Fair Credit Reporting Act.”

Information provided on this authorization will be used for the sole purpose of procuring a consumer report.

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Name *(Please Print)*

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Prospective Agent’s Signature

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Date



## Agent Credit Card Authorization

Name (First, Last): \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State, ZIP Code: \_\_\_\_\_

*By providing this information and signing this form, I authorize World Insurance Company to charge my Visa/MasterCard account for payment purpose(s) specified below.*

**Visa**    **MasterCard**

Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Card Security Code (CSC): \_\_\_\_\_ *The CSC (Card Security Code) number is the last 3 digits in the signature block on the back of your credit card. We are requesting this as an added security precaution.*

Name on Credit Card: \_\_\_\_\_

Total State Appointment Fees: \$ \_\_\_\_\_

\_\_\_\_\_  
*Signature of Authorization*

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

## **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.ftc.gov/credit](http://www.ftc.gov/credit) or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005, all consumer will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the list these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5 OPTOUT (1-888-567-8688).

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identify theft victims and active duty military personnel have additional rights.** For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:**

<b>Type of Business:</b>	<b>Contact:</b>
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 877-382-4357
National banks, federal branches/agencies of foreign banks (word “National” or initials “N.A.” appear in or after bank’s name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word “Federal” or initials “F.S.B.” appear in federal institution’s name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal Credit Unions (words “Federal Credit Union” appear in institution’s name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, MO 64108-2638 877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator – GIPSA Washington, DC 20250 202-720-7051

## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

### Purpose of Form

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

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

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

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

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

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

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

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

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