



HEALTH SERVICES AGENCY
ADMINISTRATION

COUNTY OF SANTA CRUZ

0281

HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061
(408) 454-4066 FAX: (408) 454-4770
TDD: (408) 454-4123

May 9, 2000

AGENDA: May 23, 2000

BOARD OF SUPERVISORS

Santa Cruz County
701 Ocean Street
Santa Cruz, CA 95060

RE: APPROVE DATA BASE CONVERSION AND CONSULTANT SERVICES FOR THE
EMERGENCY MEDICAL SERVICES PROGRAM

Dear Board Members:

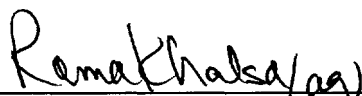
The Health Services Agency requests approval of the attached \$12,500 agreement with CompuCounsel Consulting to provide database conversion and related services for the Emergency Medical Services (EMS) program. The contract will be effective July 1, 2000 and continue through December 31, 2001.

CompuCounsel will provide software utilities to create and maintain a single pre-hospital care data base, combining information from the Santa Cruz Consolidated Emergency Command Center's Computer-Aided Dispatch (CAD) system and HSA's Prehospital Care Reports. A software package called EMS Data Pro will then be used to extract and format data for routine and custom reports as needed. The consultant will provide training for HSA staff in the use of the conversion utilities and data base programs, plus technical support throughout implementation and acceptance of the system. Additional support and consulting services will be available at an hourly rate thereafter. It will not be necessary to modify either the CAD system or HSA's data files to create the pre-hospital database. Funds for this contract are included in HSA's 2000-01 recommended budget.

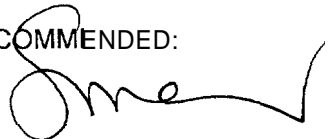
It is therefore RECOMMENDED that your Board:

1. Approve the attached \$12,520 agreement with CompuCounsel Consulting, effective July 1, 2000, for pre-hospital care data base conversion and related services, plus additional consulting services at an hourly rate of \$145, and authorize the Health Services Agency Administrator to sign the contract.

Sincerely,


Rama Khalsa, Ph.D., HSA Administrator

RECOMMENDED:


Susan A. Mauriello
County Administrative Officer
cc: County Administrative Office
Auditor-Controller

County Counsel
HSA Administration

EMS Director

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

0282

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: **HEALTH SERVICES AGENCY**

(Dept.)

Ram Khulera (Signature)

5/8/00 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

COUNTY OF SANTA CRUZ (Health Services Agency)

(Agency)

1. Said agreement is between the _____ and, **CompuCounsel Consulting, 3353 Bradshaw Road, Ste 225, Sacramento, CA 95827** (Name & Address)

2. The agreement will provide **database conversion and related consulting services for the County's Emergency Medical Services (EMS) program**

3. The agreement is needed **to provide for the above services.**

4. Period of the agreement is from **July 1, 2000** to **December 31, 2001**

5. Anticipated cost is \$ **12,503 for fixed cost items, plus \$145 hourly rate** (Fixed amount; Monthly rate; Not to exceed)
for additional consultation, if requested by County.

6. Remarks: _____

7. Appropriations are budgeted in **365002** (Index#) **3665** (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and will be encumbered? Contract No. **0002163** Date **5/10/00**
SUBJECT TO BOARD APPROVAL OF THE 00-200 BUDGET
GARY A. KNUTSON, Auditor - Controller
By *Ronald J. Silva* Deputy

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the **Health Services Agency** (Agency) to execute the same on behalf of the **County of Santa Cruz**

Remarks: *ES* (Analyst) BY *Eh* County Administrative Officer Date **5/10/00**

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an **order** duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19 _____ By _____ Deputy Clerk

SANTA CRUZ COUNTY HEALTH SERVICES AGENCY
INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and CompuCounsel Consulting, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: configure its software package called EMS Data Pro to accept data file from the Santa Cruz County Emergency Communication Center (SCCCECC) computer-aided dispatch (CAD) system and from the COUNTY'S Health Services Agency Patient Care Records (PCR's) to combine local sources of prehospital care data in a single database. The EMS Data Pro software will allow routine and ad hoc data report generation from the database. No changes to existing CAD or PCR data inputs are required. CONTRACTOR will provide two (2) days of training for Health Services Agency staff and ninety (90) days of free technical support following the implementation.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: an amount not to exceed \$12,520.00 for the fixed cost items listed in Attachment A ("EMS Data Pro Implementation Proposal"), which by this reference is made part of this agreement. COUNTY further agrees to pay a rate of \$145.00 an hour for additional consulting services as requested.

Compensation includes all private mileage and per diem necessary to accomplish the result contracted for. CONTRACTOR shall invoice COUNTY at the conclusion of the services rendered.

3. TERM. The term of this contract shall be: from July 1, 2000 to December 31, 2001 unless terminated in accordance with Paragraph 4.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

a. Any and all claims, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR's performance under the terms of this agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.

b. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR's insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here ____/____.

a. Types of Insurance and Minimum Limits

1. Worker's Compensation in the minimum statutorily required coverage amounts.

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CONTRACTOR is not a material part of the performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here _____/_____

3. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of **\$1,000,000** combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

b. Other Insurance Provisions

1. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonable affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed reasonable.

2. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as additional insureds as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

3. All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to : County of Santa Cruz, Health Services Agency, Purchasing/Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060."

4. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to: County of Santa Cruz, Purchasing/ Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060.

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

b. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply: 0285

1. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, disability, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business enterprises in CONTRACTOR's solicitations of goods and services. Definitions for **Minority/Women/Disabled** Business Enterprises are available from the COUNTY General Services Purchasing Divisions.

2. CONTRACTOR shall furnish COUNTY Affirmative Action Office, information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, handicap or disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

3. In the event of CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further Agreements with the COUNTY.

4. CONTRACTOR shall cause the foregoing provisions of Subparagraph 5 to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. NONASSIGNMENT OF AGREEMENT. CONTRACTOR shall not assign this Agreement to a third party without the written consent of COUNTY. Any assignment without such written consent shall automatically terminate this Agreement.

9. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement,

11. CONFIDENTIALITY STATEMENT. CONTRACTOR agrees to comply with the Consultant Confidentiality Statement (Attachment B), which by this reference is made part of this agreement.

12. INDEPENDENT CONTRACTOR STATUS FACTORS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) in the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) the CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (f) the length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) the method of payment of CONTRACTOR is by the job rather than by the time; (h) the work is part of a special or permissive activity, program or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent relationship rather than an employer-employee relationship; and (j) the COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each party certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

In witness whereof, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

By: _____
Health Services Agency Administrator

CONTRACTOR

By:  _____

CompuCounsel Consulting
Address: 3353 Bradshaw Rd., Ste. 225
Sacramento, CA 95827
Telephone: (916) 366-6222
Fax: (916) 366-1339
Tax ID number:

Approved as to form:



Assistant County Counsel

ATTACHMENT A

Santa Cruz County EMS Agency
 Attention: Vol Ranger
EMS Data Pro Implementation Proposals
 from CompuCounsel Consulting

| Quantity | Description | Unit Price | Subtotal | Sales Tax | TOTAL |
|--------------------------|--|------------|----------|-----------|------------------|
| FIXED COSTS | | | | | |
| 1 | EMS Data Pro Software | 0.00 | 0.00 | 0.00 | 0.00 |
| 1 | Conversion utility for converting CAD data provided as daily DBF files into EMS Data Pro | 2,400.00 | 2,400.00 | 0.00 | 2,400.00 |
| 1 | Conversion utility for converting IBM-compatible file sets from VAX based PCR database into EMS Data Pro | 3,600.00 | 3,600.00 | 0.00 | 3,600.00 |
| 2 | Site visit for installation, configuration, and training for conversion utilities and EMS Data Pro | 1,160.00 | 2,320.00 | 0.00 | 2,320.00 |
| 1 | Telephone technical support for 90 days after installaiton | 0.00 | 0.00 | 0.00 | 0.00 |
| 1 | Telephone technical support for FY 00/01 after 90 day free support period | 4,200.00 | 4,200.00 | 0.00 | 4,200.00 |
| TOTAL Fixed Costs | | | | | 12,520.00 |
| VARIABLE COSTS | | | | | |
| | Additional consulting hourly rate | 145.00 | | | |

All hardware and software in this quote as well as all other hardware, software and programming services provided by **CompuCounsel** Consulting are guaranteed to be Year 2000 compliant.

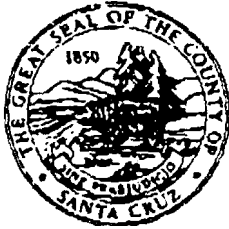
3-02-2000 8:17AM

FROM E U S 831 454 4272

P. 1

ATTACHMENT B

0288

EMERGENCY MEDICAL
SERVICES

County of Santa Cruz

HEALTH SERVICES AGENCY


POST OFFICE BOX 962, 1080 EUEUNE AVENUE SANTA CRUZ, CA 95061-0962

(831) 454-4120 FAX: (831) 454-4272 TDD: (831) 454-4123

CONSULTANT CONFIDENTIALITY STATEMENT

I, Cary A. Parkins acting for CompuCounsel Consulting, agree to keep in confidence all matters pertaining to patient and agency rights to confidentiality and will not disclose any information contained in the patient care records or the Santa Cruz County Health Services Agency's EMS or Santa Cruz Consolidated Emergency Communication Center's CAD database systems, except to the extent compelled by law

The HSA/EMS and SCCECC database systems may require reviewing patient care records and abstracting information for input into a client database system. The database entries pertain to actual patient and agency records and therefore the information contained within shall be kept confidential

CARY PARKINS  _____ 3/2/00 _____
Name Date
CONSULTANT _____
Title



**Request for Taxpayer
Identification Number and Certification**

0289

Give this form to the
County of Santa Cruz
Do NOT send to the IRS

Please print or type

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)

CARY A. PARKINS

Business name (Sole proprietors see instructions on page 2.)

CompuCounsel Consulting

Please check appropriate box: ☒ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

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

3353 Bradshaw Road, Suite 225

City, state, and ZIP code

Sacramento CA 95827

YOU ARE PAID FOR:

- ☐ Health Care Service
☒ Other Service
☐ Rent ☐ Goods
☐ Freight ☐ Interest
☐ Other (Explain)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.

Social security number

| | + | + | | |

OR

Employer identification number

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part III Certification

Under penalties of perjury, I certify that:

- 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
- 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 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.

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 of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the 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. (Also see Part III instructions on page 2.)

Sign Here

Signature ▶

[Signature]

Date ▶

3/23/00

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

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

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- 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
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information-reporting. See the Part II instructions and the separate Instructions for the Requester of Form W-9.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

Note: Writing "Applied For" on the form means that you have already applied for a TIN OR that you intend to apply for one soon.

As soon as you receive your TIN, complete another Form W-9, include your TIN, sign and date the form, and give it to the requester.

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 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

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, please enter your first name, the last name shown on your social security card, and your new last name.

Sole Proprietor. You must enter your individual name. (Enter either your SSN or EIN in Part I.) You may also enter your business name or "doing business as" name on the business name line. Enter our name as shown on your social security card and business name as it was used to apply for your EIN on Form SS-4.

Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a sole proprietor, you may enter your SSN or EIN. Also see the chart on this page for further clarification of name and TIN combinations. If you do not have a TIN, follow the Instructions under How To Get a TIN on page 1.

Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For a complete list of exempt payees, see the separate Instructions for the Requester of Form 9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form. If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed Form W-8, Certificate of Foreign Status.

Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign.

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 of 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, payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Ad Notice

Section 6109 requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you. mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your

TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

| For this type of account | Give name and SSN or |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ³ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ⁴ |
| 5. Sole proprietorship | The owner ³ |
| For this type of account | Give name and EIN or |
| 6. Sole proprietorship | The owner ³ |
| 7. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 8. Corporate | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. 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 |

¹ List first and circle the name of the person whose number you furnish.

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

³ You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN.

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

Note: 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.