

REQUEST FOR PROPOSAL (RFP# 05-24-25)  
FOR  
ELECTRONIC HEALTH RECORDS SYSTEM

NOTICE IS HEREBY GIVEN that the Santa Clara County Office of Education (SCCOE) calls for RFPs to be received in Purchasing Services at 1290 Ridder Park Drive, San Jose, California 95131-2304 by **Tuesday, May 21, 2024 @ 3:00PM**. There will not be a formal RFP opening for these proposals. All proposals will be evaluated for pricing, specifications and other pertinent information. Any nonconforming or incomplete proposals may be rejected. Vendors must comply with the instructions contained in the proposal package. It shall be the full responsibility of all Vendors to ensure that proposals are delivered to the above office by the time and date stated. Facsimile (FAX) copies or E-mail of the proposal will not be accepted. SCCOE will not be responsible for late deliveries by U.S. mail or any other means.

SCCOE reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities in any RFP or in the proposal process. No RFP, or any portion thereof, may be withdrawn for a period of sixty (60) days after RFP opening.

**Contact Information:**

**General Information**

Jas Sohal  
Manage Purchasing Services  
1290 Ridder Park Drive - MC254  
San Jose, CA. 95131  
Ph.: 408-453-6858  
[jas\\_sohal@sccoe.org](mailto:jas_sohal@sccoe.org)

**Technical Questions**

Alicia Pimentel  
Director, Billing and School Health Systems  
Santa Clara County Office of Education  
9300 Wren Ave  
Gilroy, CA 95020  
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**1. SECTION 1: PROJECT SUMMARY**

**1.1. Overview**

1.1.1. The Santa Clara County Office of Education (SCCOE) School Health Systems and Billing Department (Billing Department) is looking to retain an Electronic Health Record (EHR) platform to be used across Santa Clara County. The Billing Department manages the billing for our Wellness Centers and will assist other Local Education Agencies in billing their claims to the upcoming Statewide Multi-Payer Medi-Cal Fee Schedule. The agency will provide the SCCOE with an EHR that supports the tracking and documentation of services provided within our Wellness Centers and on our school sites. The platform will also support student eligibility and billing cycle management for successful claims submission. The platform will be accessed by providers, administrators, and billing staff.

**1.2. Scope of Services:**

**1.2.1. Implementation:**

1.2.1.1. Contractor will work with SCCOE staff to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to program coordinator(s). This implementation process will be designed to identify areas of documentation for claims submission, charting, and reporting for the purposes of reimbursement of services on or near schools sites.

**1.2.2. Training and Materials:**

1.2.2.1. Will provide training and supports to billing and clinical staff on the development and implementation of the EHR.

1.2.2.2. Will provide training and supports to Local Education Agency (LEA) staff and SCCOE staff, including but not limited to, billing staff, technical staff, providers, and administrators.

1.2.2.3. Will provide SCCOE staff with all necessary training around the EHR platform on all of the requested features listed under the Electronic Health Records functionality section.

**1.3. Electronic Health Record Functionality:**

**1.3.1. Clinical Features:**

1.3.1.1. Showcase the ease of use for the day to day clinical documentation including the ability to document and track group services.

1.3.1.2. Demonstrate the ability to use the platform to easily select diagnosis and treatment plan resources such as Wiley Treatment Library.

1.3.1.3. Highlight the ability to create a referral through a web link and referral tracking capabilities.

1.3.1.4. Provide information on the ability to easily upload forms and/or create forms within the EHR.

1.3.1.5. Demonstrate the ability to have an assessment service capability to monitor progress of treatment plans

**1.3.2. Customizability and Patient Engagement:**

1.3.2.1. Highlight the customizability of your EHR system and showcase its patient/guardian engagement abilities, patient portals and ability to easily share and track consent forms.

1.3.2.2. Demonstrate the ability for clinicians, parents, and patients to electronically sign documents or consent forms.

**1.3.3. Data Integration and Reporting:**

1.3.3.1. Highlight the ability of reporting within your EHR system including AD HOC reporting tools and dashboard capabilities.

1.3.3.2. Demonstrate the ability to track services and to use reports for productivity

and utilization for tiered services (Tier 1-3).

- 1.3.3.3. Provide information on whether your system is cloud-hosted
- 1.3.3.4. Demonstrate the capability to receive an automated nightly file from our database (Datazone) to update students' enrollment and demographic information.
- 1.3.3.5. Our Office of Education creates charts by downloading all district student information from our database (Datazone) into our EHR regardless if the student received any services at our wellness center. If available, showcase the ability to dynamically look up students in a separate database (Datazone) and source information to create new records in the EHR.
- 1.3.3.6. Demonstrate the ability for staff to get a snapshot overview of a patient's progress and services provided within their caseload.

1.4. **Billing Functionality:**

- 1.4.1. Showcase the day to day billing capabilities including but not limited to; claim generation, electronic batch submissions, and claim scrubbing.
- 1.4.2. Demonstrate the ability to track denied claims and resubmit to payor with corrections.
- 1.4.3. Discuss the current support for LEA BOP billing and any collaboration with other school districts on fee schedule billing.
- 1.4.4. Demonstrate the capability to integrate into another EHR system for billing services and what that will look like for the end user.
- 1.4.5. Provide insight on how your platform can support the billing to Carelon as a Third Party Administrator for the Department of Health Care Services (DHCS).
- 1.4.6. Showcase features for automated bulk eligibility verification and any capabilities to verify eligibility with and without member ID.
- 1.4.7. Share day to day operations of ERA payment posting and reconciliation reports for financials.
- 1.4.8. Demonstrate the EDI Claim interchange-Options for FTP connection between applications. Carelon/Availity and EHR system.

1.5. **Administrative Considerations:**

- 1.5.1. Demonstrate how your EHR system supports potential expansions into physical health services within educational settings.
- 1.5.2. Provide detailed information on the monthly cost, start-up cost, and length of contract associated with your EHR solution.
- 1.5.3. Outline the implementation timeline and demonstrate an understanding of the barriers that Local Education Agencies (LEA) may encounter during implementation.

**State recommended features:**

 **SYSTEM REQUIREMENTS FOR CLAIMING**  
CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES from Caredon Behavioral Health

## CYBHI Fee Schedule Claiming and Billing Solutions

DHCS has contracted with Caredon Behavioral Health (CBH) as the Third-Party Administrator (TPA) for the CYBHI statewide multi-payer fee schedule. Below are CBH's system requirements and consideration for software solutions to assist LEAs.

### System Requirements

- » Secure File Transfer Protocol (SFTP) Software for secure data transfers
- » Consider CBH batch provider proprietary layout template requirements and systems that could populate that template directly from an export (see provider roster management below)
- » Consider Member Batch student registration template requirements and systems that could populate that template directly from an export (see student information management below)
- » Microsoft Access – can help with member batch registration file creation.
- » Availity Compatibility
  - Availity is the claims clearinghouse used by CBH for all claims administration
- » Availity Internet Requirements
  - High speed internet connection
  - Google Chrome, Microsoft Edge, or Firefox browsers (Availity supports the current version and the three previous versions)
  - The ability to enable pop-up windows, allow JavaScript, and allow images to load automatically.
  - 1024 x 768 pixels or greater screen resolution
  - Up-to-date antivirus software
  - The latest version of Adobe® Reader to view PDF forms

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- Low priority, however, automatically updating the student record with the CBH member ID will be useful for claiming (CBH member ID required for CYBHI claims submitted to CBH)

## Considerations for a software solution

As the TPA for the CYBHI fee schedule, CBH will be responsible for management of the provider network of eligible practitioners, assist in verifying student health information, including health insurance coverage, and claims administration between LEAs and multiple payers (e.g., Medi-Cal Managed Care Plans, Medi-Cal Fee for Service, commercial health insurance, and disability insurers). CBH has compiled a list of capabilities for LEAs to consider when looking for an EHR system to support the CYBHI fee schedule utilization.

### Student information management

- » Ability to manage student information, including all required data elements for CBH batch registration.
- » Ability to extract student information and create file per CBH batch registration guide proprietary layout.
- » Ability to transmit batch registration file to CBH via SFTP.
- » Ability to ingest CBH batch registration proprietary response files.
  - Low priority, however, automatically updating the student record with the CBH member ID will be useful for claiming (CBH member ID required for CYBHI claims submitted to CBH)

### Provider roster management

- » Ability to manage provider information, including all required data elements for CBH batch provider proprietary layout.
- » Ability to extract provider information and create file per CBH batch provider proprietary layout.
- » Ability to transmit batch provider file to CBH via SFTP.
- » Ability to ingest CBH batch provider proprietary response files.
  - Low priority, however, automatically updating the student record with the CBH provider ID may be useful for customer service inquiries (CBH provider ID not required for claiming)

### Claims management

- » Ability to create claims for services provided, including all standard and required data elements for a valid outpatient claim.

- » Ability to transmit claim to CBH claims clearinghouse, Availity (preferred method), OR ability to create standard X12 837 file for batch submission to a claim's clearinghouse or CBH directly via SFTP.
- » Ability to ingest standard X12 response files (999, 277CA)
- » Ability to ingest standard X12 remittance file (835)

## **Electronic Health Records (EHR) Systems**

Electronic Health Record (EHR): an electronic version of a patient's medical history, that is maintained by the provider over time, and may include all the key administrative clinical data relevant to that person's care under a particular provider, including demographics, progress notes, problems, medications, vital signs, and past medical history.

The use an EHR could benefit Local Educational Agencies (LEAs) who are using the CYBHI fee schedule and are in need to a system that can securely capture, store and transmit sensitive protected health information (PHI) of students. All PHI, whether electronic, written, and oral, is subject to privacy protections under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Certified EHRs can offer protection to PHI when properly developed with security in mind.

**SECTION 2: CONTACT AND SUBMISSION INFORMATION**

**2.1 Proposal Schedule:**

5/2/24 & 5/9/24	Advertisement
5/14/24	Deadline to Submit Questions
5/21/24	Proposal Due
5/24/24	RFP Review

**2.2 Additional Information**

Inquiries regarding this RFP shall be in written form only. Responses to questions will be provided to all known prospective respondents. The SCCOE reserves the right to amend the RFP. Addenda to this RFP will be posted on the SCCOE’s website at:

<http://www.sccoe.org/depts/bizserv/purchasing/Pages/RFPs-Posting-System.aspx>.

It is the responsibility of prospective respondents to check the website for any possible addenda.

**General Questions should be submitted to:**

Jas Sohal  
 Manage Purchasing Services  
 1290 Ridder Park Drive - MC254  
 San Jose, CA. 95131  
 Ph.: 408-453-6858  
[jas\\_sohal@sccoe.org](mailto:jas_sohal@sccoe.org)

**Technical Questions**

Alicia Pimentel  
 Director, Billing and School Health Systems  
 Santa Clara County Office of Education  
 9300 Wren Ave  
 Gilroy, CA 95020  
 Ph.: 510-282-8411  
[apimentel@sccoe.org](mailto:apimentel@sccoe.org)

**2.3 Preparation and Submission of Proposal**

Please submit three (3) hard copies of the proposal. Proposals shall be submitted in a sealed envelope and labeled **Electronic Health Record System (RFP 05-24-25)** and addressed to:

Jas Sohal  
 Manage Purchasing Services  
 1290 Ridder Park Drive - MC254  
 San Jose, CA. 95131  
 Ph.: 408-453-6858  
[jas\\_sohal@sccoe.org](mailto:jas_sohal@sccoe.org)

All proposals must be delivered to the above office on or before **Tuesday, May 21, 2024 at 3:00PM** and there will not be a formal RFP opening for these proposals.

Proposals received after the announced time and date for submittal will not be considered. However,

nothing in this RFP precludes the SCCOE from requesting additional information at any time during the proposal evaluation period. The SCCOE is under no obligation to return proposals. All cost associated with a proposal will be borne by each proposer. See Section 4 for proposal format.

**2.4 Time and Location of Proposer's Presentation**

Upon completion of the review period, the SCCOE may invite finalists to make a presentation demonstrating the merits of their proposal or provide references from other clients who have received similar studies. Finalists will be notified to arrange specific times. The SCCOE will not be responsible for any costs associated with the proposer's presentation.

**2.5 Right to Reject Proposals**

The SCCOE reserves the right to reject any and all proposals or to waive any minor defects or irregularities in any proposal or in the proposal process, or to solicit new proposals on the same project or on a modified project, which may include portions of the original proposed project as in the best interest of the SCCOE. Further, notwithstanding any other provisions of this RFP, the SCCOE reserves the right to award a contract to the proposal that best meets the requirements of the RFP and not necessarily to the lowest Vendor.

**2.6 Award of Project and Approval of Agreement**

The selected proposer shall be required to enter into a written contract with the SCCOE in a form approved by legal counsel and/or Risk Management for the SCCOE. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract. The SCCOE reserves the right to negotiate the terms and conditions of the contract with the selected proposer.

Award of a contract is subject to funding approved by the SCCOE.

**2.7 Proposals are Public Records**

Each Proposer is hereby notified that, upon submittal of its proposal to the SCCOE in accordance with this RFP, the proposal becomes the property of the SCCOE and is a public record subject to disclosure in accordance with Public Records Act, Government Code Section 6250-6270.

**SECTION 3: EVALUATION AND AWARD CRITERIA**

Selection of a proposal will be based on the following criteria:

Criteria	Value
Financial	25
Platform Operability and Functionality	20
Addresses the needs and criteria of RFP	20
Ability to integrate with other EHR platforms for billing purposes	15
Staff qualifications and experience for supportive purposes	10
Implementation timeline	10

**SECTION 4: PROPOSAL FORMAT**

Proposals shall include the following:

1. Proposal Summary  
Include an executive summary that discusses the highlights, key features, and distinguishing points of the proposal. The summary should be specifically tailored to the scope of services requested herein.

Include all of the following information:

- a) A brief introduction of the Contractor and its leadership;

- b) A description of the Contractor's understanding of the needs and goals in regard to the project;
- c) A summary of how the Contractor will establish a comprehensive program to meet the needs and achieve the goals of the Project;
- d) A summary of the key points of the Proposal and how those relate to accomplishing the goals for the project;
- e) A brief description of the characteristics, if any, that distinguish the Contractor from others, including, among other information, the Contractor's experience with the requirements of the RFP; and
- f) A description of the roles and qualifications of the personnel who will be providing services in connection with the Project, including, if applicable, personnel of entities that would be subcontractors to the Contractor.

2. Background Information – Appendix A

3. Statement of Qualifications and Experience

Include a narrative describing the proposer's experience with County or School districts similar to the one proposed in this RFP. Include background information on the project manager or implementation team along with **references for at least three** of the Contractor's clients for which the Contractor has provided services, similar to those described in the RFP. Reference information should include: (i) the name of the client; (ii) the name, address and telephone number of the client's contact person for purposes of the Contractor's services to the client; (iii) a description of the type and scope of services provided to the client; (iv) the date(s) the Contractor provided the services to the client.

4. Scope of Services and Functionality – Appendix B

5. Timeline

Include a detailed timeline describing the major milestones from award of contract to post-implementation follow-up.

6. Cost Proposal

Provide an itemized description of the price associated with each task described in the Scope of Work.

## SECTION 5: RFP GENERAL CONDITIONS

### TIME OF DELIVERY

Time of submission is a part of the RFP and must be adhered to.

### SIGNING OF RFP

The signature of all persons signing shall be in longhand and executed by principal duly authorized to make contracts. The Vendor's legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

### TAXES, CHARGES, AND EXTRAS

- 1. Full contract price as RFP to include Sales Tax, Use Tax, or other taxes as identified on the RFP Form.
- 2. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose, except taxes legally payable by the Santa Clara County Office of Education, will be paid unless expressly included and itemized on the RFP.

3. The Santa Clara County Office of Education does not pay Federal Excise Taxes. Do not include these taxes in your RFP price; however do indicate on the RFP the amount of any such tax. The Santa Clara County Office of Education will sign an Exemption Certificate in lieu of such a tax.

#### QUALIFICATIONS

All vendors may be required to furnish evidence of their technical ability, experience, and financial responsibility. No RFP will be accepted from, or a contract awarded to, any party or firm in arrears to the Santa Clara County Office of Education, or who is a defaulter as surety, contractor or otherwise within the past twelve (12) months.

#### AWARD OF CONTRACT

1. RFPs will be evaluated on basis of price, compliance to Specifications, and completion date.
2. The SCCOE reserves the right to award this RFP by section, line item, or by total, whichever is in the best interest of the SCCOE.
3. A written purchase order mailed or otherwise furnished to the successful vendor within the time for acceptance specified, results in a binding contract without further action by either party. The contract shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

#### TERMINATION OF CONTRACT

If the contract is terminated, the successful vendor will work with the SCCOE to transition the project to another vendor or will assist with moving the data to an in-house based system.

#### ALTERATION OR VARIATION OF TERMS

It is mutually understood and agreed that no alteration or variation of the terms of this RFP or purchase order shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

#### ASSIGNABILITY

A contract is not assignable by vendor either in whole or in part. The contract shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

#### OSHA

All material, equipment, or labor shall comply with the required standards of OSHA and CAL OSHA 1973 as last revised.

#### WARRANTY

Vendor warrants to the Santa Clara County Office of Education and/or its customer that the goods and/or services covered by this order will conform to the drawings, Specifications, samples, description, and time provisions furnished by the Santa Clara County Office of Education and will be of first class material and workmanship and free from defects; and the Santa Clara County Office of Education reserves the right to cancel the unfilled portion of this order without liability to vendor for breach of this warranty. Goods will be received subject to inspection and acceptance at destination by the Santa Clara County Office of Education and risk of loss before acceptance shall be on vendor. Defective goods rejected by the Santa Clara County Office of Education may without prejudice to any other legal remedy, be held at vendor's risk and returned at vendor's expense. Defects are not waived by acceptance of goods or by failure to notify vendor thereof.

The contractor shall warrant that all materials and workmanship shall be the quality, quantity and character specified and shown, and that any defect due to the use of any improper workmanship or materials

discovered and made known to contractor within one (1) year from the filing of the Notice of Completion shall be made good by contractor without additional expense to the Owner.

#### COMPLIANCE WITH STATUTE

Vendor hereby warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the sale and delivery of the property furnished.

#### RIGHTS & REMEDIES FOR DEFAULT

1. In the event any item furnished by the vendor in the performance of the contract or purchase order shall fail to conform to the Specifications thereof, or the same submitted by the vendor with his RFP, the Santa Clara County Office of Education may reject the same, and it shall thereupon become the duty of the vendor to reclaim and remove the same forthwith, without expense to the Santa Clara County Office of Education, and immediately to replace all such rejected items with others conforming to such Specifications or samples providing that should the vendor fail, neglect, or refuse to do so the Santa Clara County Office of Education shall thereupon have the right to purchase in the open market in lieu thereof, a corresponding quantity of any such items to deduct from any moneys due to that, may thereafter become due the vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the Santa Clara County Office of Education. In the event the vendor shall fail to make prompt delivery as specified of any item, the same condition as to the rights of the Santa Clara County Office of Education to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God, or the government.
2. Cost of inspection of materials and/or services provided which do not meet Specifications will be at the expense of the vendor.
3. The rights and remedies of the Santa Clara County Office of Education provided above shall be exclusive and are in addition to any other rights and remedies provided by the law or under the contract.

#### PRICE, TERMS, AND CONDITIONS

Price, terms, and conditions of this RFP are considered valid for ninety (90) days, from date of RFP opening, unless the offering party in writing allows for a longer period of time.

1. Any cash discounts given to the Santa Clara County Office of Education must be so stated on the RFP.
2. Cash discounts taken by the Santa Clara County Office of Education, unless otherwise stated on the RFP form shall be computed from the total invoice amount. This amount may include material, labor, taxes, shipping, storage and other related costs.
3. Prompt payment discounts offered for payment within less than thirty (30) calendar days will not be considered in evaluating offers for award. However, offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.
4. In connection with any discount offered, time will be computed from date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing the warrant or check.

#### PAYMENT

Payments to the vendor will only be made upon successful completion of the services and the receipt of an itemized invoice. No prepayments for services or materials not received will be made.

#### MODIFICATIONS

Changes in or additions to the RFP Form, recapitulations of the work RFP upon alternative proposals, or any other modifications of the RFP Form which is not specifically called for in the contract documents may result in the rejection of the RFP as not being responsive to the RFP. No oral or telephonic modification of any RFP submitted will be considered, and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Vendor was placed in the mail prior to the RFP opening.

#### ERASURES

The RFP submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the initials of the persons signing the RFP.

#### WITHDRAWAL OF RFP

Vendors may withdraw their RFP either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of RFPs.

#### INTERPRETATION OF PLANS AND DOCUMENTS

If a vendor for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other contract documents, or finds discrepancies in, or omissions from specifications, vendors may submit to the Purchasing Manager a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract documents. No oral interpretation of any provision in the contract documents will be made to any vendor.

#### EVIDENCE OF RESPONSIBILITY

Upon the request of the Owner, a vendor whose RFP is under consideration for award shall submit promptly to the Owner's satisfaction evidence showing the vendor's financial resources, experience, and organization for the performance of the contract.

**APPENDIX A**

**Background Information**

<b>Company Name</b>	
<b>Headquarters Address</b>	

<b>Contact Person (for questions regarding this proposal)</b>	
<b>Title</b>	
<b>Office Location</b>	
<b>Telephone Number</b>	
<b>Email Address</b>	

<b>Project Manager</b>	
<b>Office Location</b>	
<b>Telephone Number</b>	
<b>Email Address</b>	

1. How many years has the company been in business?
2. Is the company private or publicly traded?
3. The full company name of the Contractor, the state in which the Contractor was organized, the date the Contractor was formed, the entity number assigned to the Contractor by California Secretary of State, if applicable, and the Contractor’s federal taxpayer identification number;
4. A description of the Contractor’s organizational structure, any anticipated changes to the Contractor’s business and/or marketing strategies, whether public or non-public, that may impact the Contractor’s ability to provide services in connection with the any or all phases of the Project;
5. A description of any existing business relationships the Contractor, any of its parent and/or affiliate companies have with the Board, Superintendent or any of the school districts or community college districts in Santa Clara County;
6. A description of any and all claims and judicial or administrative actions filed against the Contractor and/or its parent or affiliate companies in the last five years and the outcome of those claims and actions, including, without limitation, decision adverse to the Contractor and/or its parent or affiliate companies;
7. A description of any and all disciplinary actions or other actions taken within the last five years by any governmental or regulatory entity (including, without limitation, any court) against the Contractor and/or its parent or affiliate companies and/or any of their respective owners or principals;
8. A list and summary of any and all judicial or administrative proceedings involving the Contractor’s sourcing activities and ant-trust actions to which the Contractor and/or its parent or affiliate companies have been a party with the last five years.

## APPENDIX B

### Scope of Services

1.

#### 1. Overview

1. The Santa Clara County Office of Education (SCCOE) School Health Systems and Billing Department (Billing Department) is looking to retain an Electronic Health Record (EHR) platform to be used across Santa Clara County. The Billing Department manages the billing for our Wellness Centers and will assist other Local Education Agencies in billing their claims to the upcoming Statewide Multi-Payer Medi-Cal Fee Schedule. The agency will provide the SCCOE with an EHR that supports the tracking and documentation of services provided within our Wellness Centers and on our school sites. The platform will also support student eligibility and billing cycle management for successful claims submission. The platform will be accessed by providers, administrators, and billing staff.

#### 2. Scope of Services:

1. Implementation:

1. Contractor will work with SCCOE staff to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to program coordinator(s). This implementation process will be designed to identify areas of documentation for claims submission, charting, and reporting for the purposes of reimbursement of services on or near schools sites.

2. Training and Materials:

1. Will provide training and supports to billing and clinical staff on the development and implementation of the EHR.  
2. Will provide training and supports to Local Education Agency (LEA) staff and SCCOE staff, including but not limited to, billing staff, technical staff, providers, and administrators.  
3. Will provide SCCOE staff with all necessary training around the EHR platform on all of the requested features listed under the Electronic Health Records functionality section.

#### 3. Electronic Health Record Functionality:

1. Clinical Features:

1. Showcase the ease of use for the day to day clinical documentation including the ability to document and track group services.  
2. Demonstrate the ability to use the platform to easily select diagnosis and treatment plan resources such as Wiley Treatment Library.  
3. Highlight the ability to create a referral through a web link and referral tracking capabilities.  
4. Provide information on the ability to easily upload forms and/or create forms within the EHR.  
5. Demonstrate the ability to have an assessment service capability to monitor progress of treatment plans

2. Customizability and Patient Engagement:

1. Highlight the customizability of your EHR system and showcase its patient/guardian engagement abilities, patient portals and ability to easily share and track consent forms.  
2. Demonstrate the ability for clinicians, parents, and patients to electronically sign documents or consent forms.

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1. Highlight the ability of reporting within your EHR system including AD HOC reporting tools and dashboard capabilities.  
2. Demonstrate the ability to track services and to use reports for productivity

and utilization for tiered services (Tier 1-3).

3. Provide information on whether your system is cloud-hosted
4. Demonstrate the capability to receive an automated nightly file from our database (Datazone) to update students' enrollment and demographic information.
5. Our Office of Education creates charts by downloading all district student information from our database (Datazone) into our EHR regardless if the student received any services at our wellness center. If available, showcase the ability to dynamically look up students in a separate database (Datazone) and source information to create new records in the EHR.
6. Demonstrate the ability for staff to get a snapshot overview of a patient's progress and services provided within their caseload.

**4. Billing Functionality:**

1. Showcase the day to day billing capabilities including but not limited to; claim generation, electronic batch submissions, and claim scrubbing.
2. Demonstrate the ability to track denied claims and resubmit to payor with corrections.
3. Discuss the current support for LEA BOP billing and any collaboration with other school districts on fee schedule billing.
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**5. Administrative Considerations:**

1. Demonstrate how your EHR system supports potential expansions into physical health services within educational settings.
2. Provide detailed information on the monthly cost, start-up cost, and length of contract associated with your EHR solution.
3. Outline the implementation timeline and demonstrate an understanding of the barriers that Local Education Agencies (LEA) may encounter during implementation.

**Appendix C – Non Collusion Affidavit**

(To Be Executed By Vendor and Submitted With RFP)

I, \_\_\_\_\_, declare as follows:

That I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the attached RFP; that the attached RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the RFP is genuine and not collusive or sham; that the vendor has not directly or indirectly induced or solicited any other vendor to put in a false or sham RFP, or that anyone shall refrain from bidding; that the vendor has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the RFP price, or of that of any other vendor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the RFP are true; and further, that the vendor has not, directly or indirectly, submitted his or her RFP price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham RFP.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019, at

\_\_\_\_\_, California

\_\_\_\_\_

Authority: Public Contract Code 7106  
CCP 2015.5

### Appendix D – DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The person's or organization's policy of maintaining a drug-free workplace;
  - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to aRFPe by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and requiring that the employee agree to aRFPe by the terms of that statement.

I also understand that if the COUNTY determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### **Appendix E**

The following is SCCOE's Professional Services Agreement that you are expected to sign after award of this RFP and the general conditions listed in the agreement apply to this proposal.

**Following are the required documents in this agreement that you must sign and send back with your RFP response:**

- **NOTICE TO PARTIES**
- **DISCLOSURE FORM REGARDING SCCOE OFFICIALS**
- **W9 FORM**

## Contractor's Disclosure Form Regarding SCCOE Officials

**To be completed by Contractor:**

Name of Contractor:	
---------------------	--

**Are any of Contractor's employees (or owners) ALSO current SCCOE employees/Board members? or former SCCOE employees/Board members within the last year?** (Check "Yes" or "No" as applicable.)

**NO.** None of Contractor's employees (or owners) are **ALSO** current SCCOE employees/Board members, or former SCCOE employees/Board members within the last year.

**YES.** Contractor's employees (or owners) listed in the table below are **ALSO** current SCCOE employees/Board members, or former SCCOE employees/Board members within the last year. (Complete the table below. The list may be continued on an additional page as needed.)

NAME of current SCCOE employee/Board member, or former SCCOE employee/Board member within the last year, who is <b>ALSO</b> Contractor's employee (or owner):	JOB TITLE(S) AT SCCOE of current SCCOE employee/Board member, or former SCCOE employee/Board member within the last year, who is <b>ALSO</b> Contractor's employee (or owner):	DATE on which individual left SCCOE employment/Board. Or, if the individual is currently an SCCOE employee/Board member, write "current."	If individual is a current SCCOE employee/Board member, <u>how is he/she to be paid?</u> (I.e., through SCCOE Human Resources or Contractor plans to pay directly, etc.)

**Certification** \_\_\_\_\_ **by**  
**Contractor:**

*On behalf of Contractor, I hereby certify that, to Contractor's knowledge, the information provided in this form is true, accurate, and complete. I agree that during the term of this Agreement, if Contractor learns of information that differs from that provided above, including but not limited to the hiring of new personnel who are current SCCOE employees or Board members, or former SCCOE employees or Board members within the last year. Contractor will promptly update this form with the SCCOE.*

\_\_\_\_\_  
Contractor's Signature  
Date

\_\_\_\_\_  
Print Name of Signatory

## PROFESSIONAL SERVICES AGREEMENT FOR SERVICES

### STATEMENT OF THE PARTIES

This AGREEMENT is made between The Santa Clara County Office of Education, a California public agency hereinafter called "SCCOE" and \_\_\_\_\_, hereinafter called "CONTRACTOR," to furnish certain services described in Appendix A, entitled "Scope of Work" which is attached to and incorporated herein by reference, upon the terms and conditions stated herein. SCCOE and CONTRACTOR shall be collectively referred to as "the Parties" for the purposes of this Agreement.

#### 1. TERM

1.1 The term of this Agreement shall be for a period beginning on \_\_\_\_\_ and ending on \_\_\_\_\_, unless otherwise terminated in accordance with Section 11 of this Agreement.

#### 2. REPRESENTATIONS AND COMPLIANCE WITH LAWS

- 2.1 CONTRACTOR warrants and represents that CONTRACTOR and their key personnel have the required licenses and certifications to perform the scope of services described in Appendix A, Scope of Work.
- 2.2 CONTRACTOR further certifies that CONTRACTOR is not suspended or disbarred from public contracting or otherwise precluded from performing the services described in the Scope of Work, Appendix A due to any violation of laws or regulations that may be applicable to the services provided pursuant to this Agreement. CONTRACTOR shall comply with all applicable laws, codes, ordinances, rules, regulations.

#### 3. COMPENSATION AND PAYMENTS

- 3.1 Not to Exceed Amount. The compensation paid by SCCOE under this Agreement shall be in an amount not to exceed \$ \_\_\_\_\_ inclusive of all travel and lodging, taxes, fees, costs, overhead, and expenses. Any amendment to this Agreement which increases the compensation paid hereunder shall be in writing and fully executed by the SCCOE and CONTRACTOR. SCCOE shall not be responsible for any tax liability, costs or expenses arising out of or related to CONTRACTOR's performance of this Agreement.
- 3.2 Schedule of Payments. The compensation paid to CONTRACTOR pursuant to this Agreement shall be made in accordance with agreed upon rates and performance milestones set forth in the Appendix B hereto, entitled "Compensation and Schedule of Payments", which is incorporated herein by reference.
- 3.3 Payments. Payments will be made upon SCCOE's receipt of CONTRACTOR's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper review of expenditures, should SCCOE require an audit to be performed.
- 3.4 Acceptance of Defective Work. The parties understand and agree that SCCOE has the right to withhold payments from CONTRACTOR for any unsatisfactory service until such time as service is performed satisfactorily. Should the SCCOE temporarily accept work that SCCOE deems to be defective or unsatisfactory in part, SCCOE may require that CONTRACTOR remedy or replace its defective or unsatisfactory work at CONTRACTOR'S sole expense. Payments made pursuant to this Agreement shall not waive or diminish CONTRACTOR's obligation to perform its duties under this Agreement to the satisfaction of SCCOE and in accordance with the dates and milestones set forth in Appendix B, Compensation and Schedule of Payments, nor shall payments to CONTRACTOR waive or diminish CONTRACTOR'S obligation to remedy or replace its unsatisfactory work or performance if CONTRACTOR is requested to do so by SCCOE in accordance with Sections 8, 9 or 10 of this Agreement.
- 3.5 SCCOE may correct or replace CONTRACTOR's unsatisfactory or defective work if after five (5) calendar day's written notice, to CONTRACTOR, CONTRACTOR fails or refuses to correct the defective or unsatisfactory work and the cost of SCCOE's repair or replacement of said defective work shall be deducted from any amounts due or to become due to CONTRACTOR under this Agreement.

#### 4. INDEPENDENT CONTRACTOR

- 4.1 CONTRACTOR shall be deemed at all times to be an independent CONTRACTOR and not an employee of the SCCOE. CONTRACTOR shall be wholly responsible for the manner in which it performs the services required of it under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the SCCOE and CONTRACTOR or its agents and employees. Any direction from the SCCOE shall be construed as providing for direction as to conformity to SCCOE policy and not as the means by which such a result is obtained. The SCCOE does not retain the right to control the means or the method by which CONTRACTOR performs work under this Agreement.
- 4.2 CONTRACTOR shall be responsible for all costs and expenses incidental to the performance of services for SCCOE as outlined in Appendix A, including but not limited to, all costs of equipment, all employees, agent, and subcontractor costs, all fees, fines, licenses, bonds, or state and federal income tax, unemployment insurance, and all applicable withholdings required or imposed against CONTRACTOR or CONTRACTOR'S employees, agents or subcontractors.

#### 5. INSURANCE

Without in anyway limiting CONTRACTOR's liability pursuant to the "Indemnification" section of this Agreement, CONTRACTOR shall procure and maintain during the full term of this Agreement the following insurance amounts, coverage and endorsements:

- 5.1 Commercial General Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage (including coverage for claims of sexual abuse and molestation).
- a. Each and every General Liability policy and endorsement shall include the following:
- 1) Name as Additional Insured the Santa Clara County Office of Education, its Board, officers, employees, interns, volunteers, agents and representatives and invitees.
  - 2) State that such policy is primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.
  - 3) If any policies are written on a claims-made form, CONTRACTOR agrees to maintain such insurance continuously in effect for three years following completion of this Agreement or extend the period for reporting claims for three years following the completion of this Agreement, such that occurrences which take place during the Agreement period shall be insured for three years following completion of the Agreement.
- 5.2 Automobile Liability Insurance which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$1,000,000 per accident.
- 5.3 Workers' Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 (one million dollars) each accident. CONTRACTOR agrees to release, indemnify and hold harmless SCCOE from all claims, fines, and actions, including any award by a Worker's Compensation tribunal or similar administrative body, or in a court of law, arising out of claims by an employee or agent of CONTRACTOR or its subcontractor for work related injuries arising out of the performance of this Agreement.
- 5.4 Professional Liability (E & O) Insurance with limits not less than \$1,000,000.00 (one million dollars) each occurrence and in the aggregate. Coverage must at a minimum apply to negligent Errors and Omissions arising out of professional services, performed under the contract, with any deductible not to exceed \$100,000 each claim. If the insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

**6. VERIFICATION OF INSURANCE COVERAGE**

6.1 The CONTRACTOR shall furnish certificates of insurance to the SCCOE responsible administrator for review and approval at the time of signing this Agreement. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of execution of the contract to the CONTRACTOR. CONTRACTOR shall maintain coverage with equal or better rating as identified herein for the term of this contract. CONTRACTOR shall provide written notice to the SCCOE Director of Risk Management of any material change, cancellation and/or notice of non-renewal of the insurance within ten (10) calendar days of the change. CONTRACTOR shall furnish a copy of the insurance policy or policies upon request of the SCCOE Risk Manager within (10) ten calendar days of written request.

**7. INDEMNIFICATION**

7.1 CONTRACTOR shall hold harmless, indemnify and defend SCCOE, its Board, officials, agents, and employees harmless from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrong conduct of the CONTRACTOR or the sub-contractor. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits related to work performed under this Agreement, in the name of SCCOE when applicable, and shall pay all costs, including without limitation reasonable attorneys' fees and appellate attorney's fee, and judgments which may issue thereon. The CONTRACTOR's obligation under this paragraph shall not be limited in any way to the agreed upon contract price, or the CONTRACTOR's limit of, or lack of, sufficient insurance protection and shall apply to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the CONTRACTOR, its agents, servants or representatives.

**8. DEFAULT**

8.1 If CONTRACTOR fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then CONTRACTOR shall be in default. Upon the occurrence of a default hereunder SCCOE, in addition to all remedies available to it by law, may immediately, upon written notice to CONTRACTOR, terminate this Agreement whereupon all payments, advances, or other compensation paid by the SCCOE to CONTRACTOR while CONTRACTOR was in default shall be immediately returned to the SCCOE. CONTRACTOR understands and agrees that termination of this Agreement under this section shall not release CONTRACTOR from any obligation accruing prior to the effective date of termination. In the event of termination due to default, in addition to the foregoing, SCCOE may also suspend or withhold reimbursements from CONTRACTOR until such time as the actions giving rise to default have been cured.

8.2 CONDITIONS CONSTITUTING DEFAULT. A finding of Default and subsequent termination for cause may include, without limitation, any of the following:

- a. CONTRACTOR fails to obtain or maintain the insurance or endorsements, certifications, licenses, and/or clearances.
- b. CONTRACTOR fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement.
- c. CONTRACTOR fails to commence the work to be performed under this Agreement within the time provided or contemplated herein, or fails to complete the work to be performed under this Agreement in a timely manner as required by this Agreement and/or stated in Appendix A Scope of Work and Appendix B Compensation and Schedule of Payments.
- d. CONTRACTOR fails to submit an invoice for work performed within sixty (60) days of completion of the contract.

8.3 TIME TO CURE DEFAULT. The SCCOE Responsible Administrator shall provide written notice to CONTRACTOR as to a finding of default, and CONTRACTOR shall take all necessary action to cure said default within five (5) calendar days of the Default or a longer time as SCCOE may state in said notice, after which time the SCCOE may terminate the Agreement. The SCCOE Responsible

Administrator at his/her sole discretion may allow additional days to perform any required cure if CONTRACTOR provides written justification deemed reasonably sufficient.

## **9. DISPUTE RESOLUTION**

- 9.1 Prior to any action or resort to any legal remedy, SCCOE and CONTRACTOR agree to exercise reasonable efforts, and to negotiate in good faith, to amicably resolve any dispute that may arise concerning the performance by either party of their obligations under this Agreement. If SCCOE's and CONTRACTOR'S Responsible Administrator cannot resolve disputes through such negotiations, then the each Parties' representative will escalate the dispute to their respective executives who shall have authority to resolve the controversy and who are at a higher level of management than the representatives conducting the initial negotiation.
- 9.2 CONTRACTOR understands and agrees that all disputes between it and SCCOE based upon an alleged violation of the terms of this Agreement by the SCCOE shall be submitted for resolution in the following manner:
- 9.3 The initial step shall be for the CONTRACTOR to notify the SCCOE Responsible Administrator in writing of the dispute and submit a copy to the SCCOE Risk Manager.
- 9.4 Should the CONTRACTOR and the SCCOE Responsible Administrator fail to resolve the dispute the CONTRACTOR shall submit their dispute in writing, with all supporting documentation, to the Chief Business Officer. Upon receipt of said notification the Chief Business Officer shall review the issues relative to the dispute and issue a written finding.
- 9.5 Should the CONTRACTOR and the Chief Business Officer fail to resolve the dispute the CONTRACTOR shall submit their dispute in writing within five (5) calendar days of the issuance of the written finding to the Deputy Superintendent. Failure to submit such appeal of the written finding within the stipulated timeframe shall constitute acceptance of the finding by the CONTRACTOR. Upon receipt of said notification the Deputy Superintendent shall review the issues relative to the dispute and issue a written finding.
- 9.6 If the executives cannot resolve the dispute to the satisfaction of both Parties, then SCCOE and Contractor may attempt to mutually agree on the conditions under which such unresolved disputes can be referred to mediation or non-binding arbitration.

## **10. MEDIATION – WAIVER OF JURY TRIAL**

- 10.1 In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the performance of this Agreement and/or following the completion of the work to be performed under this Agreement the parties to this Agreement agree, that all disputes between them shall be submitted to non-binding mediation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Santa Clara County, State of California, or another mutually agreeable location if the parties so agree in writing. The parties will split the costs of a certified mediator on a 50/50 basis. The CONTRACTOR agrees to include such similar contract provisions with all Sub-CONTRACTORS, volunteers, interns, agents, and/or independent contractors and/or CONTRACTOR's retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.
- 10.2 In an effort to expedite the conclusion of any litigation the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

## **11. TERMINATION**

### **SCCOE'S RIGHT TO TERMINATE**

- 11.1 SCCOE, through its Responsible Administrator has the right to terminate this Agreement for any reason or no reason, upon ten (10) days' written notice. Upon termination of this Agreement, all charts, sketches, studies, drawings, and other documents, including all electronic copies related to work authorized under this Agreement, whether finished or not, must be turned over to the Responsible Administrator. The CONTRACTOR shall be paid all sums earned up to the date of termination as stated in the written notices provided by SCCOE, in accordance with provisions of Appendix B, Compensation and Schedule of Payments, provided that said documentation is turned over to the Responsible Administrator within ten (10) business days of termination. Failure to timely deliver the documentation

shall be cause to withhold any payments due without recourse by CONTRACTOR until all documentation is delivered to the Responsible Administrator.

- 11.2 CONTRACTOR shall have no recourse or remedy from a termination made by SCCOE except to retain the fees earned and already disbursed as compensation for the satisfactory work that was performed in complete compliance with the Agreement, as full and final settlement of any claim, action, demand, cost, charge or entitlement it may have, or will, have against SCCOE, its officials or employees.

**12. CONTRACTOR'S RIGHT TO TERMINATE**

- 12.1 The CONTRACTOR shall have the right to terminate this Agreement, in writing, following breach by SCCOE, if the breach of contract has not been corrected within sixty (60) days from the date SCCOE receipt of a written statement from CONTRACTOR specifying its breach of its duties under this Agreement.
- 12.2 The termination provisions set forth an incremental process for termination that allows the parties the opportunity to communicate regarding their dispute and attempt to informally resolve the matter before terminating the Agreement and thereby avoid unnecessary interruption or costs associated with litigation.

**13. CONFLICT OF INTEREST**

- 13.1 CONTRACTOR warrants and represents that it has read, understands, and will comply with the Conflict of Interest laws and requirements for the State of California. CONTRACTOR further represents that to the best of his/her knowledge there exists no actual or potential conflict between the CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of any change in either private interests or services under this Agreement, CONTRACTOR will immediately notify SCCOE of any question regarding possible conflict.

**14. OWNERSHIP OF CREATIONS AND WORK FOR HIRE**

- 14.1 CONTRACTOR hereby assigns to SCCOE all right, title, and interest, including, but not limited to, all copyright rights, in all materials and creations created by CONTRACTOR in its performance under this Agreement. CONTRACTOR shall execute any documents necessary to effectuate such assignment, with the exception that CONTRACTOR hereby grants to SCCOE an irrevocable, fully-paid royalty-free license to use any document provided to SCCOE. CONTRACTOR warrants that it has the lawful right to grant the forgoing license to SCCOE.
- 14.2 All tracings, plans, documents, drawings, specifications, maps, computer files, and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, including all electronic digital copies will be considered works made for hire. Based on incremental transfer wherein the above shall become the property of SCCOE upon payments made to CONTRACTOR or termination of the Agreement without restriction or limitation on their use and will be made available on request, to SCCOE at any time during the performance of such services and/or upon completion or termination of this Agreement. CONTRACTOR shall not copyright any material and products or patent any invention developed under this Agreement. SCCOE shall have the right to visit the site for inspection of the work and the products of CONTRACTOR at any time. The foregoing provisions shall survive the term and termination of this Agreement.

**15. PRIVACY OF STUDENT RECORDS**

- 15.1 CONTRACTOR and its employees, agents and volunteers shall comply at all times with the requirements relating to the confidentiality of "Protected Health Information" (PHI) as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations thereunder (collectively, "HIPPA") as is necessary.
- 15.2 CONTRACTOR and its employees, agents and volunteers shall comply at all times with the requirements relating to the confidentiality of student education records in accordance with federal and state law, including, but not limited to the Family Education Rights and Privacy Act (FERPA) as amended 20 U.S.C. 1232g; 34 C.F.R. § 99.33 (a), (b) and California Education Code § 49064 and §49076.
- 15.3 If CONTRACTOR obtains access to student education records in connection with the work performed under this Agreement, CONTRACTOR agrees to hold all student education records that it may receive pursuant to this Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); Cal. Ed. Code § 49076.)

**16. AUDIT AND INSPECTION OF RECORDS**

16.1 The CONTRACTOR agrees to maintain and make available to the SCCOE accurate accounting and other records relative to its obligations under this Agreement. The CONTRACTOR will participate promptly and cooperatively in any audits conducted by the SCCOE or its nominee, and permit the SCCOE or a representative to perform an audit, examine and make copies from such books and records during regular business hours at a location in Santa Clara County, California or a mutually agreeable location. The CONTRACTOR shall maintain such data and records for a period of not less than five years after a final payments under this Agreement or until after final audit has been completed, whichever is later.

**17. SUBCONTRACTING**

The CONTRACTOR is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement unless such subcontracting is agreed to in writing and executed in the same manner as this Agreement. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any third party and shall be void.

**18. ASSIGNMENT**

It is understood, and agreed that the services to be performed by the CONTRACTOR are personal in character and neither this Agreement nor any duties or obligations hereunder shall be assigned or delegated by the CONTRACTOR without the prior written consent of the Responsible Administrator or her designee.

**19. NON DISCRIMINATION**

Contractor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender, AIDS/ARC/HIV status, or disability, in its performance under this Agreement.

**20. WAIVER**

20.1 Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

**21. VENUE**

21.1 This Agreement shall be governed by the laws of the State of California. The venue for all litigation relative to this Agreement shall be Santa Clara County.

**22. SECTION HEADINGS**

22.1 The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

**23. EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS**

23.1 Original copies of this Agreement shall be executed by the respective party's authorized signatory(ies). This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

**24. SEVERABILITY**

24.1 If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

**25. NOTICE TO PARTIES**

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

**NOTICE TO THE SCCOE OFFICE:**

Santa Clara County Office of Education

Division:

1290 Ridder Park Drive, MC \_\_\_\_\_

San Jose, CA 95131

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**NOTICE TO THE CONTRACTOR**

CONTRACTOR	
CONTACT PERSON NAME	
STREET ADDRESS	
CITY	
STATE	
ZIP	
TELEPHONE	
FAX	
EMAIL ADDRESS	
TAXPAYER I.D.	

**26. NO THIRD PARTY BENEFICIARY**

No persons other than the CONTRACTOR and SCCOE shall have any rights whatsoever under this Agreement.

**27. SIGNATURES OF THE PARTIES**

**CONTRACTOR  
APPROVED BY:**

**SANTA CLARA COUNTY OFFICE OF  
EDUCATION APPROVED BY:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Contractor Company Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

***For Contracts Office/Risk Management Use Only:***

***RM#:*** \_\_\_\_\_

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

***Signature:*** \_\_\_\_\_

**APPENDIX A  
SCOPE OF SERVICES**

**Description of Services** – The services to be performed pursuant to this Agreement include the following:

*If additional space is required, please continue on the following page.*

**SERVICE LOCATION**

Address
City, State, Zip

**Project Milestones and Deliverables** – CONTRACTOR shall submit invoices to SCCOE at the completion of each project milestone provided pursuant to this Agreement in accordance with the dates and times set forth in Schedule B Compensation and Schedule of Payments. Payments will be due upon completion and acceptance of the deliverables specified herein.

<b>Project Milestones</b> List project milestones and number them below	<b>Date for Completion</b> ("On or about" when date is not established)	<b>Location</b> ("On or about" when location is not established)

**Deliverables and Acceptance Criteria**

<b>Deliverables</b> List project deliverables and number them below	<b>Acceptance Criteria</b>

**APPENDIX B  
COMPENSATION AND SCHEDULE OF PAYMENTS**

**Total Compensation Amount**

The total not to exceed amount of this Professional Services Agreement is

\$ \_\_\_\_\_ .

<b>Key Personnel Name / Job Title / Certification</b> <small>List the name, job title, and certification, and rate for each key personnel and number them below</small>	<b>Rate</b>

The services performed under this agreement will be compensated in accordance with the CONTRACTOR rate schedule noted above.

**Non reimbursable Expenses** - Travel is not a reimbursable expense and all travel costs must be included in the total contract price.

**INVOICES**

INVOICES FOR LEGAL SERVICES, WORKER'S COMPENSATION, EMPLOYEE BENEFITS, AND STUDENT RELATED MATTERS ARE CONSIDERED TO BE CONFIDENTIAL IN NATURE AND SHALL BE SUBMITTED DIRECTLY TO THE SCCOE RESPONSIBLE ADMINISTRATOR FOR REVIEW AND APPROVAL.

All non-confidential invoices will be submitted directly to Accounts Payable. SCCOE generally will process and pay bills within thirty (30) days from receipt. Each bill shall include an invoice showing the amount of services rendered during the billing period and the fee for such services. If reimbursement of expenses is authorized, CONTRACTOR shall submit invoices for such expenses, including full documentation of each expense incurred. The invoice shall be accompanied by a separate confidential invoice support statement that briefly describes each item of work performed, the identity of the person who performed the work, the time of performance if payment is on an hourly basis, and itemized reimbursable expenses. Payments are subject to a final review upon completion of services or other termination of this contract.

## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

### Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>								
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### Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

## 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](http://www.irs.gov/FormW9).

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

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

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3

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

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

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

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

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://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](http://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 <sup>1</sup>
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 <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://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.