

Washington County Health Department

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REQUEST FOR PROPOSAL

ADOLESCENT CLUBHOUSE PROGRAM (AC)

Issued: September 28, 2022

Questions Due: Oct. 6, 2022 at 1:00 pm.

Proposal Due: October 28, 2022 at 1:00 pm.

Issued by: Michelle Hutchinson, Procurement Officer

RFP-2022-06

REQUEST FOR PROPOSAL

ADOLESCENT CLUBHOUSE

INTRODUCTION:

The WCHD is issuing an RFP to operate the Adolescent Clubhouse in Washington County. The Awardee will operate an Adolescent Clubhouse utilizing a grant award. The award is for budget year October 1, 2022 – September 29, 2023.

Preference will be given to facilities that are not co-located with substance abuse treatment services. The Adolescent Clubhouse must be located in Washington County, with preference given to proposals that incorporate multiple locations and/or virtual services for youth who cannot access the physical location. Locations must be an easily accessible, clean and welcoming public space, that will serve adolescents ages twelve (12) – seventeen (17) impacted by, affected by, or diagnosed with an opioid use disorder (OUD), or in recovery from an OUD as well as their families. These efforts are also aimed to decrease future opioid related deaths in this population at risk for and recovering from an opioid use disorder.

These are not treatment programs but are rather a resource to help escalation of opiates and or stimulate experimentation, use and/or promote recovery in our youth.

This funding will support the Adolescent Clubhouse through program expansion efforts, and by building needed infrastructure to support collaboration with schools and communities, and to expand the array of recovery-oriented services available to youth and families.

This initiative supports the early identification of youth who are at risk of, diagnosed with, or in recovery from an OUD, as well as providing support to help engage their families. The funding intends to increase family involvement in the youth and family's well-being and recovery support network. This overarching principle is behind a wide variety of Evidence Based Practice (EBP) models. Increased family engagement has been shown to improve outcomes and to reduce youth substance use across multiple meta analytic reviews. Additional EBP programs will also be offered to the existing and new clubhouses in order to enhance their therapeutic programs.

The Adolescent Clubhouse will allow adolescents to assemble with their peers, in a safe and supportive alcohol and substance free environment that promotes recovery. The Adolescent Clubhouse will honor and respect all diverse pathways to recovery and promote person-centered and peer-based services.

The services including groups or trainings offered monthly should include, but not be limited to:

- Vocational and educational activities, that reduce isolation
- Self-care and social skills development,
- Peer recovery support,
- Age and developmentally appropriate recovery support groups,
- Resource linkage,

- Volunteer and service opportunities,
- Recovery related workshops, and
- Family engagement events.

The clubhouse shall employ a Young Adult Peer Recovery Support Specialist (YAPRSS) who will engage with youth at the Adolescent Clubhouse in an effort to improve hope and optimism, support symptom reduction, increase self-esteem, build overall health and wellness, reduce workplace stigma surrounding substance use and co-occurring mental and opioid use disorders, and to inform non-peer staff about recovery from a youth perspective.

There is an expectation that grant funds will be available for Federal Fiscal Year 2023 (October 1, 2022- June 30, 2023). However, the grant award and subsequent payments are subject to the availability of BHA and MDH funds and the satisfactory achievement of program deliverables. The performance measures are subject to change based on the condition of award from BHA.

The funding can be used to support efforts such as, but not limited to:

- Family engagement and availability of Family Peer Support Resources,
- Referral to, or availability of, case management resources/services in need of, and interested in, these services, (18 & under still in High school & family participants.
- Specific interventions supporting youth in families with, or at-risk for, opiate use disorders,
- Training participants and staff in evidence-based practices (EBP) and promising practices such as, but not limited to, Strengthening Families, Adolescent Community Reinforcement Approach (ACRA), Botvin Life Skills, Adverse Childhood experiences (ACES), Screening, Brief Intervention, and Referral to Treatment (SBIRT)/Teen Intervene and Car, Relax, Alone, Forget, Friends, Trouble (CRAFT), (*minimum of two EPB trainings per grant award period*)
- Education on resiliency strategies to help support abstinence, avoidance of triggers, and recovery,
- Recovery oriented services including engagement with certified peer recovery specialists,
- Smoking cessation and Sexually Transmitted Disease (STD) prevention/education activities,
- Training youth and families engaged in clubhouses on recognizing the signs/symptoms of opiate overdose, on the administration of Naloxone, and to provide information regarding how and where to access Naloxone kits,
- Specific interventions supporting youth in families with, or at-risk for, opiate use disorders,
- Training participants and staff in evidence-based practices (EBP) and promising practices such as, but not limited to, Strengthening Families, Adolescent Community Reinforcement Approach (ACRA), Botvin Life Skills, Adverse Childhood experiences (ACES), Screening, Brief Intervention, and Referral to Treatment (SBIRT)/Teen Intervene and Car, Relax, Alone, Forget, Friends, Trouble (CRAFT), (*minimum of two EPB trainings per grant award period*)
- Recovery staff will be training in a variety of evidence-based short- and medium-term

intervention strategies to assist with promoting abstinence and recovery,

- Social activities and life skills that are designed to promote healthy social connection and reduce isolation,
- Trauma and or recovery related topics,
- Substance use/misuse psychoeducation,
- Naloxone education groups,
- Family support groups,
- These activities should include guidance regarding activities of daily living, independent living skills, group social activities and outings, as appropriate within the structure of the program,
- Recovery support groups that facilitate a conversation focused on a specific topic, including education around health risks, smoking cessation, and prevention of sexually transmitted diseases, and
- Development and start-up of a new clubhouse program, preference given to in an identified, underserved area.

The Adolescent Clubhouse is to focus on providing only non-clinical services, although participants will be expected to be in treatment, in the process of beginning treatment, or in aftercare. The Clubhouse Model's non-clinical services foster natural peer support and peer mentoring opportunities for adolescents, who traditionally look to their peers for advice, support, and modeling behavior.

The Clubhouse adopts a strengths-based, person-centered approach to recovery that is an integral part of peer recovery support services. The focus of the Adolescent Clubhouse is to support and promote recovery in a way that respects the adolescent's developmental stage and encourages independence and self-efficacy.

GENERAL INFORMATION

The organization or service provider wishing to apply must:

- Meet the eligibility requirements listed in this document,
- Submit an application (Attachment 1),

- Designate one person (Clubhouse Program Director) to be the liaison with the Washington County Local Addiction Authority (LAA) provide information for grant reporting & evaluating the services provided,
- Commit to meet with the LAA a minimum of once per month from the date of grant award to provide updates on project progress. Schedule may be modified based on performance,
- Demonstrate sustainability of the Adolescent Clubhouse beyond the life of this grant, and
- Commit to meet monthly, by phone or in-person, with the MDH, and the Behavioral Health Administration Child, Adolescent, and Young Adult Services Unit (CAYA) to discuss the operation of the Adolescent Clubhouse.

ELIGIBILITY REQUIREMENTS:

To apply for the Adolescent Clubhouse Grant, an organization must:

- Be a community-based provider that renders services to the population of adolescent youth
- Be a community- impacted by opioid use disorders (OUD's) and/or co-occurring disorders (COD's), and their families,
- Develop and/or operate a community center in Washington County,
- Provide resiliency and recovery-oriented services to youth and their families,
- Plan to locate a facility that can feasibly meet the requirements for the program and be operational within 3 months of being awarded funds,
- Demonstrate how the activities and services of the organization will be separate and different from current activities and services at the existing facility,
- Be in good standing with the Maryland Department of Taxation and Assessment, the Office of the Secretary of State's Charitable and Legal Services Division (if applicable), the Washington County Health Department, Washington County Department of Planning and Zoning, and all other applicable Federal, State and Local requirements, and
- Maintain liability insurance according to Washington County Government P-4 policy – attached.

ADMINISTRATIVE REQUIREMENTS

The Awardee must adhere to all grant requirements and comply with the Maryland Department of Health (MDH) Conditions of Award, and relevant local, state, and federal laws and regulations. The Awardee will demonstrate cultural and linguistic competence in the delivery of services to a diverse adolescent population.

The Awardee must establish an advisory board for the Adolescent Clubhouse to guide selection and implementation of services and programs, as well as, consult on issues that may arise. The majority of the board (51% or greater) will consist of representatives of the local community of recovery, including

adolescents in recovery and their family members. The [OMH/CSALAA](#) will reserve the right to send a representative to advisory board meetings to monitor board operations and progress.

The Awardee will hire and maintain a paid staff consisting of no less than a full-time Adolescent Clubhouse Director and a full-time Young Adult Peer Recovery Support Specialist (YAPRSS). Other positions, which may be full or part-time, include but are not limited to Recreations Coordinator, Educational Coordinator, Vocational Coordinator, and Peer Support Specialist (these positions can be combined if deemed appropriate).

The Awardee's staff will participate in Peer Review Workgroups and scheduled project meetings with [OMH/CSALAA](#) staff and MDH as requested.

The Awardee will ensure all paid and volunteer staff are appropriately trained and have required certifications or licensures, as applicable. The Awardee will participate in trainings as deemed necessary by the [OMH/CSALAA](#) and/or MDH. The Awardee will ensure background checks are conducted and reviewed to determine appropriateness to interact with the population of focus.

The Awardee will create clear Policies and Procedures for all paid and volunteer staff. Policies and Procedures may be subject to review and approval by the [OMH/CSALAA](#).

The Awardee will create clear Rules of Conduct for adolescents that promote tolerance, acceptance, and sensitivity to diverse pathways of recovery and diverse cultures. The Rules of Conduct will be clearly posted at the facility and may be subject to review and approval by the [OMH/CSALAA](#).

The Awardee will utilize sign-in sheets for groups facilitated at the Adolescent Clubhouse to document the number of participants utilizing the services and facility. While acknowledging that even signing in with a first name and last initial may be problematic for certain groups because of issues of anonymity, we must have at least a daily head count of attendees to ensure accountability for support of the Adolescent Clubhouse.

The Awardee must obtain & maintain current knowledge of [Washington County](#) community resources. A broad network of referral sources, services, and supports must be established to ensure timely access to care.

FACILITY REQUIREMENTS

The Awardee will provide a safe, welcoming, and clean facility that is compliant with all Washington County building and environmental codes, including guidelines for accessibility established by the Americans with Disabilities Act (ADA). The facility must meet all safety requirements to provide a space conducive to HIPPA compliance. The Awardee will agree to monitoring and inspection ~~by the~~ [OMH/CSALAA](#), in addition to all other inspections required by the County.

The Awardee will agree to have security for the Adolescent Clubhouse. Security will consist of, at minimum, an alarm system and sufficient outdoor lighting around the facility. Preference will be given to a facility that is a free standing, non-treatment service facility. If the chosen facility does provide treatment services, the Awardee must demonstrate how the Adolescent Clubhouse will be separate in space and ideology of the

treatment services and must form or have an Advisory Board that is independent from the existing agency's Board.

The facility must be open for services at least 6 days a week. During the school week, the hours will begin after school between 2:00 and 3:00 pm and will end no earlier than 8:00 pm. During the summer months' hours may vary with pre-approval from the ~~OMH/CSALAA~~, as long as the hours meet the needs of the individuals served. Exceptions may be made to hours of operation during a Maryland State of Emergency, with the approval of the ~~OMH/CSALAA~~, to ~~provide appropriate~~ hours of operation to meet the needs of the individuals served.

The facility itself should consist of, at minimum:

- Two offices, at least one of which is private and can be utilized for peer support sessions as needed,
- Meeting room (holds up to 30 people),
- Kitchen (microwave, sink and refrigerator),
- Open space for socializing and peer led activities, and
- Bathrooms (either private or separate for men and women).

Preference will be given to a facility that can provide the following on-site:

- Recreation areas/equipment (e.g. basketball court, pool table, tennis court),
- Transportation,
- Computer lab and computer equipment,
- Existing provisions for security, and
- Adolescent/youth programs.

The Adolescent Clubhouse will not, under any circumstances, provide overnight accommodations.

PROGRAM AND SERVICES REQUIREMENTS

The Awardee will use the funds to support staffing, operations, and recovery-oriented services for the Adolescent Clubhouse and the awardee will use funds to hire one YAPRSS, purchase a laptop, and for travel reimbursement for the YAPRSS.

The Awardee will agree that no subcontractor(s) shall be hired to provide services related to the Adolescent Clubhouse, unless and until prior approval has been given by the ~~OMH/CSALAA~~. The Awardee will submit in writing any request for services to be provided by a subcontractor to the ~~OMH/CSALAA~~. Work performed by a subcontractor that has not received prior approval from the ~~OMH/CSALAA~~ will not be eligible for reimbursement.

The Awardee will create a process for identifying adolescents at risk for or in recovery from an OUD, and a method of recruiting this population of focus for participation in the Adolescent Clubhouse. This process should include how the population of focus will be marketed to in an appropriate manner.

The Awardee will identify how the project will be integrated or incorporated into the existing structure and activities of the facility and organization.

The Awardee will describe how the Adolescent Clubhouse will partner with other community-based organizations to increase youth participation in community activities and avoid duplication of resources available to youth via other providers.

The Awardee will hire a YAPRSS for the Adolescent Clubhouse to provide peer recovery support services and care coordination to participants. The role of the YAPRSS includes but is not limited to the following:

- Engaging youth in evidence-based practices and recovery supports,
- Providing supervision on off-site outings,
- Maintaining clubhouse attendance records, and
- Maintaining any other required record through this award.

The YAPRSS will be required to possess the following:

- Have a minimum of a high school diploma or equivalency,
- The ability to pass a state and federal child background investigation,
- Driver's license preferred,
- Certification as a Peer Recovery Specialist within 24 months from the date of hire from the Maryland Addictions Professional Certification Board (MAPCB) located at 10807 Falls Rd., #1376, Brooklandville, MD 21202 to ensure those who are hired are seeking certification or recertification simultaneous to their employment, and
- The YAPRSS's job classification, description, and supervision will be decided by the Awardee.

The Awardee will incorporate programming to assist participants with preventing relapse and as needed, refer youth experiencing relapse to appropriate services.

The Awardee will strive for strong family engagement by providing activities and events focused on the family.

The Awardee will provide tutoring and job readiness services for adolescents in all stages of schooling and work preparedness. The Awardee can include an Education Coordinator and Vocational Coordinator. These positions may be combined.

The Awardee will promote healthy lifestyle habits at the Adolescent Clubhouse by providing educational, recreational, and social activities regarding healthy eating, physical fitness, stress reduction, coping strategies, resilience skills, and healthy sleep habits. A Recreational Coordinator can be hired to develop and deliver developmentally appropriate drug and alcohol-free activities.

The Awardee will provide age and developmentally appropriate self-help and support groups available several times a week. Groups may include, but not be limited to, Alcoholics Anonymous, Narcotics Anonymous, SMART Recovery, Al-Anon, etc. As needed, the Awardee will provide gender-specific groups

RFP-2022-06

Adolescent Clubhouse

Introduction

that will be available to both the adolescent males and females. These will allow adolescents to achieve long-term recovery through a process of discovery without the distraction of members of the opposite sex. Gender issues as they pertain to Lesbian, Gay, Bisexual and Transgender (LGBT) adolescents should be addressed as well in support groups and/or individual peer support programming as needed.

The Awardee will utilize Trauma-Informed practices, with modifications made for recovery support. This approach will assist in developing a trauma-informed program that recognizes the presence of trauma symptoms and the role trauma plays in one's life while creating a safe and supportive environment. The Awardee will utilize ACE education and the role ACEs can play in one's life.

The Awardee will include presenters trained in Cultural and Linguistic Competence or specializing in cultural issues to come speak to the group as often as possible to educate and increase awareness of the culture issues that may arise in addiction and recovery. All staff members must also receive annual training in Cultural and Linguistic Competence.

The Awardee will agree to collaborate with the Washington County Health Department, Local Management Board (LMB), Department of Community Services, and the Office on Drug Control Policy to include additional services, such as HIV testing and education and anti-bullying education and support, as funds allow and as appropriate for the participants in the Adolescent Clubhouse.

Please see Attachment 2 for guidance regarding implementation of the Adolescent Clubhouse model as well as resources for evidence-based models.

DATA AND REPORTING

The Awardee will make any/all documents and records available for audit/evaluation to entitled Federal, State, and County officials upon request. [OMH/CSALAA](#) will establish and conduct regular program monitoring site visits and record reviews that will include assessing compliance with all Federal, State, and Local conditions of award, health and safety reviews, fiscal and data information, and quality management of service processes. Program and Fiscal Reviews will occur at least biannually.

The Awardee will collect data and provide a monthly report to be submitted by close of business on the 15th day of the month to the [OMH/CSALAA](#). Funding for this award is from SAMHSA State Opioid Response Grants. Recipients will be required to report a series of data elements that will enable SAMHSA to determine the impact of the program on opioid use, and opioid-related morbidity and mortality. Recipients will be required to report client-level data on elements including but not limited to:

- Must **serve a minimum of thirty (20) youth** and families per clubhouse, engaged in services during implementation year grant cycle,
- Status of program expansion if applicable,
- Number of staff trained in any EBP with details regarding which program,
- Number of youth and families enrolled in any EBP with details regarding which program and percent completing EBP training program as defined,
- Number of youth and families trained in trauma and/or recovery related topics,
- Number and type of services provided by the family peer support specialist including number of youth and families served,
- Number of new recovery-oriented groups/activities,

RFP-2022-06

Adolescent Clubhouse

Introduction

- Total number of youth served in any capacity during grant period as well as percent retained in any program throughout entire grant period,
- Number of youth and families referred to higher level Substance Use Disorder (SUD) or Mental Health (MH) services and percent successfully engaged in those services,
- Number of youth and families educated about the signs/symptoms of opiate overdose, on the administration of Naloxone, and provided information regarding how and where to access Naloxone kits,
- Demographic characteristics,
- Substance use, diagnosis(es) services received,
- Types of Medication Assisted Treatment (MAT) received,
- Length of stay in treatment,
- Employment status,
- Criminal justice involvement, and
- Housing status.

Additional data elements will also be required and will be provided upon award. Recipients are required to ensure all data reported to SAMHSA are accurate.

Data will also be collected via a face-to-face interview at intake using BHA required tools. Recipients will be expected to complete a Government Performance and Results Act (GPRA) interview on all clients participating in services through this award. GPRA training and technical assistance will be offered to recipients.

The Awardee will conduct annual client and family satisfaction surveys. The Awardee and the [OMH/CSALAA](#) will determine the content of the surveys based on the information provided in the monthly reports. Results of the satisfaction surveys will be submitted directly to the [OMH/CSALAA](#).

The Awardee must base any additional service development on results of focus groups, surveys of a cross-section of the population being served, including but not limited to the client satisfaction survey, and/or advisory board meetings, collaborations, and participant feedback.

The Awardee should be open to qualitative and quantitative evaluation by an outside evaluator/consultant hired by the State.

GRANT AGREEMENT AND TERMINATION FOR NON-PERFORMANCE

The Awardee shall enter into a Grant Agreement with the [OMH/CSALAA](#). Any Grant Agreement resulting from this RFP may be terminated by either [OMH/CSALAA](#) or the Awardee by giving sixty (60) days written notice to the other party.

If the Awardee shall fail to fulfill in a timely and proper manner its obligations under the Grant Agreement, or if the Awardee shall violate any terms of the Grant Agreement, within the sole discretion of the [OMH/CSALAA](#), the [OMH/CSALAA](#) may immediately terminate the Grant Agreement by giving written notice to the Awardee.

ELIGIBLE EXPENDITURES

Grant funds will be awarded for the time period of October 1, 2022 – June 30, 2023 will be awarded. Subject to availability of MDH and **OMH/CSALAA** funds, an additional ~~grant award~~ may be available in subsequent Fiscal years to the Awardee based on performance in FY2021 up to five years' renewal.

Examples of eligible expenditures include, but are not limited to:

- Staff salaries,
- Minor building improvements,
- Information technology equipment,
- Sports equipment, and
- Program supplies (field trips, snacks, activity fees).

Expenditures not considered eligible include, but are not limited to:

- Donations to other organizations,
- Gift Cards,
- Political activity,
- Payment for fundraising activities,
- Capital purchases,
- Food or swag items
- Sales tax, and
- Indirect cost.

Grant funds cannot be used to offset money the organization is spending on services or activities not related to the Adolescent Clubhouse and the encompassing recovery support services, either inside or outside of the proposed facility. As put forth in the above Grant Requirements, services and activities provided by the Adolescent Clubhouse must be separate and different than those already provided in the existing facility so that Grant funds are not used for these services and activities already in operation.

FISCAL REQUIREMENTS

As stated in the introduction this is a SAMHSA and SOR federal grant award therefore a pre-risk assessment and annual risk assessment will be conducted by BHA and the **OMH/CSALAA**. The Awardee will provide the OMH/ CSA with an independent fiscal audit of this program annually.

Special Terms of Award

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder (prevention of opioid use disorder in high risk youth). Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is

expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Agency (DEA) and under a Food and Drug Administration (FDA)-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

Certain Federal Fund Requirements and Restrictions

The Awardee will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Grantee agrees to take affirmative action to employ, advance in their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Section 504 of the Rehabilitation Act of 1973, as amended (*29 U.S.C. Sec. 791 et seq.*) prohibits discrimination on the basis of handicap in all federally assisted programs and activities.

The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

Grant funds may not be used, directly or in affiliation with safe use sites.

Failure to comply with these Conditions of Award may result in the following, including but not limited to, loss of award, future audit exceptions, dis-allowance of expenditures, award reductions, and/or delay in payment of award funds, until such time that areas of non-compliance are corrected.

Invoicing and payment schedules will be determined during the contracting process with the OMHA/CSA. Invoices for work, services, and items not on the project timeline and/or not approved by the ~~OMH/CSALAA~~ may result in denial of further funding. Awardee must provide receipts and/or other documentation of expenditures and attach to invoices. Receipts and proof of payment will be required for reimbursement.

Invoices are to be submitted to: wchd.invoice@maryland.gov

Funds that are eligible

- Initiation efforts and activities directly related to the development of establishing adolescent clubhouses serving approximately 20 youth and family (adjustable) participants. The programs are expected to serve the adolescents (<18 or still in HS) for an extended duration. These are not treatment programs, but are rather a resource to help prevent escalation of opiate experimentation, use and/or promote recovery in our youth. Programs should also support family engagement with these high-risk youths including recommended consultation / collaboration with Family Peer Support Resources

- Training for both staff as well as youth and families in conjunction with the requirements laid out in the scope of work (EBPs such as, but not limited to Strengthening Families, A-CRA, BOTVIN, ACES, SBIRT/Teen Intervene and CRAFFT/Parent CRAFFT. These programs are designed to enhance the toolbox of screening and brief interventions strategies to promote abstinence and/or recovery.
- Recruitment/identification of required program staff including peer recovery specialists as well as efforts to identify youth who are at high risk for opiate use disorders.
- One-time payments for set-up work related to implementation
- Care Coordination staffing, data collection, technical assistance and quality assurance efforts related to the model
- Basic case management services including Accessing entitlements and other social services as well as referral to appropriate mental health and substance use treatment services when appropriate
- Education and Support services shall include, but are not limited to:
 - Referral to or availability of case management resources / services for families in need of and interested in these services.
 - Specific interventions supporting youth in families with opiate use disorders such as prevention and recovery plan development,
 - Education on resiliency strategies to help support abstinence, avoidance of triggers and recovery
 - Educating participants on health risks, smoking cessation and prevention of sexually transmitted diseases.
 - Training youth and families engaged in clubhouses on the signs/symptoms of opiate overdose, on the administration of Naloxone, and providing information regarding how and where to access Naloxone kits
 - Social activities and life skills that are designed to promote healthy social connection and reduce isolation. These activities should include guidance regarding activities of daily living, independent living skills, group social activities and outings, as appropriate within the structure of the program.
 - A. One-on-one meetings;
 - B. Peer support groups;
 - C. Family Peer to Peer Support Services

- D. Activities that reduce isolation;
- E. Recovery Plan development;
- F. Accessing entitlements and other social services;
- G. Recovery advocacy work;
- H. Vocational/Educational activities;
- I. Connection to treatment-based support;
- J. Community outreach;
- K. Resource connection activities.

- Telehealth equipment and other related costs

B. Ineligible Use of Funds:

- Treatment services that are reimbursable by Medicaid are not eligible for reimbursement with grant funds.
- Funds may not be used to purchase medication including buprenorphine, naloxone, methadone, long acting naltrexone (Vivitrol).
- Funds may not be used if other funding source(s) are already paying for that service.
- Funds may not be used for any items or services that are not directly related to the development of the clubhouse.
- Funds cannot be used for food or swag items.
- Funds cannot be used to purchase gift cards.
- Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.
- Funding may not be used, directly or in affiliation with safe use sites.

C. Additional Federal Fund Requirements and Restrictions:

The Grantee will not discriminate against any employee or applicant for employment

because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Grantee agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities.

The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

Performance Requirements:

The program should be operational within 3 months of issuing contract. Expectation of a minimum of 20 youth and families, per clubhouse, engaged in services during implementation year grant cycle.

Reporting Requirements:

Reports are to be provided to the CSA/LBHA by the 10th of each month and will reflect progress toward established performance measures identified in this RFP. The report will be submitted to the LAA by the 10th of each month for submission to BHA by the 15th.

TECHNICAL REVIEW PROCESS BY OMH/CSALAA

A panel of reviewers will conduct the application review process using the attached rating scale (Attachment 3). The decision to award funds of any amount will be based on the merits of the application and the funds requested. The decision of the reviewers will be final. Applications will be examined for:

1. Organizational Capacity (10 points)
2. Approach to Service Delivery (15 points)
3. Project Description & Outcomes (20 points)
4. Implementation & Operations Strategy (30 points)
5. Budgets & Sustainability (15 points)
6. Appendices/Documentation(10points)

SUPPLEMENTAL TERMS AND CONDITIONS

1. **General Requirements:**

This invitation is for sealed bids from qualified agencies to startup and provide resources and guidance to adolescents and families necessary resources and programs to prevent the escalation of opiate experimentation use and/or promote recovery in our youth. The program will support family engagement with high-risk youth the recommended for consultation/collaboration with Family Peer Support Resources.

2. **Form of Contract:**

- a. The provider awarded for their proposal shall promptly enter into a contract with the WCHD in a form approved by the WCHD within ten (10) calendar days after notification of award.
- b. The Washington County Health Department may, at any time, make changes in the scope of the work to be performed. If such changes are material and cause an increase or decrease in the cost, an equitable adjustment shall be made based on a mutual agreement between the parties. No material change in the scope of work or in the cost of performing because of a material change may be made by the Contractor or the County without a mutual agreement as stated above. No material change shall be made by one party, whether or not it results in an increase or decrease in cost, without the written consent of the other.
- c. The WCHD reserves the right to terminate the contract at any time by giving the Contractor written notice ten (10) calendar days prior to the termination date.
- d. Failure by the Contractor to provide any scheduled daily rides in a timely manner shall be grounds for immediate termination of the contract by the WCHD.

3. **Payment/Reimbursement:**

The Contractor shall accept payment for work completed within a two- week period from receipt of the invoice. The Contractor must submit invoices to wchd.invoice@maryland.gov.

4. **Questions & Answers:**

Questions regarding this RFP must be emailed to michelle.hutchinson@maryland.gov on or before October 6, 2022 at 1:00 pm. Questions after this time will not be accepted.

5. **Proposal Due Date:**

Proposals are due no later than Friday, October 28, 2022 at 1:00 pm. No email or fax proposals will be accepted. Proposal will be date and time stamped by the receptionist at the Health Department when delivered. Proposals received after the date and time will be returned unopened.

6. **Proposal Award Date:**

It is anticipated that the award for this proposal will be made on/or before October 31, 2022.

7. **Compliance with Federal HIPAA and State Confidentiality Law:**

- a. The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §1320d et seq. and implementing regulations including 45 CFR Parts 160 and 164. The contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General §§4-301 et seq. MCMRA). This obligation includes:
 1. As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA and State MCMRA and making the transmission of all electronic information compatible with the federal HIPAA requirements;
 2. Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgment of these obligations from employees to be involved in the contract; and
 3. Otherwise providing good information management practices regarding all health information and medical records.
- b. Based on the determination by the Department that the functions to be performed in accordance with the Services to Be Performed set forth in Part I constitute business associate functions as defined in HIPAA, the selected offeror shall execute a business associate agreement as required by HIPAA regulations at 45 CFR §164.501 and set forth in Attachment B. The fully executed business associate agreement must be submitted within ten (10) working days after notification of selection, or within ten (10) days after award, whichever is earlier. Upon expiration of the ten-day submission period, if the Department determines that the selected offeror has not provided the HIPAA agreement required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the next qualified offeror.
- c. Protected Health Information as defined in the HIPAA regulations at 45 CFR §§160.103 and 164.501, means information transmitted as defined in the regulations, that is

individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

POLICY TITLE: Independent Contractors for Insurance Requirements

POLICY NUMBER: P-4

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

I. PURPOSE

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

| | |
|------------------------|-------------------------------------|
| Workers Compensation - | Statutory |
| Employers Liability - | \$100,000 (Each Accident) |
| | \$500,000 (Disease - Policy Limit) |
| | \$100,000 (Disease - Each Employee) |

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

Policy P-4

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30 day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991

Effective Date: August 27, 1991

Revision Date: March 4, 1997

Effective Date: March 4, 1997

SIGNATURE TO BIDS

NOTE: Bidders shall use this page as a cover page when submitting his/her bid.

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data developed as a result of this contract are the Washington County Health Department's property. The Washington County Health Department has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The Washington County Health Department may use this information for its own purposes or use it for reporting to Federal agencies. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. The Bidder must keep confidential all documents, materials, and data prepared or developed by the Bidder or supplied by the Washington County Health Department. All erasures and/or changes shall be initialed by the individual making modifications to the proposal.

BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE PROPOSAL FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1 _____
Addendum No. 4 _____

Addendum No. 2 _____
Addendum No. 5 _____

Addendum No. 3 _____
Addendum No. 6 _____

AFFIRMATION REGARDING COLLUSION

I AFFIRM THAT:

Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

SIGNATURE TO BIDS (Cont'd)

- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, Section 6-220 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, **except as follows** (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

BIDDER'S COMPANY/FIRM: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

NAME AND TITLE PRINTED: _____

TELEPHONE & FAX NUMBER:

E-MAIL ADDRESS: _____

DATE: _____ FEDERAL EMPLOYER'S IDENTIFICATION NO. _____

For Informational Purposes Only: Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

_____ Yes

_____ No

RFP-2022-06

Adolescent Clubhouse

**FORM OF PROPOSAL
(Submit in Duplicate)**

STANDARD FORM OF PROPOSAL

| Item No. | Contract Term | Unit Cost Written/Figures | TOTAL |
|----------|--|---|-------|
| 1 | Contract Term 10/01/22 thru 9/29/2023 | _____ Dollars _____ Cents (\$ _____)(Figures) | \$ |
| 2 | Contract Term | _____ Dollars _____ Cents (\$ _____)(Figures) | \$ |
| | Total Cost for term 10/1/22 thru 9/29/23 (TOTAL OF #1 & #2) | _____ Dollars _____ Cents (\$ _____)(Figures) | \$ |

CONTRACTOR MUST SIGN HERE

By signing here, the firm does hereby attest that they have read fully the instructions, conditions and general provisions and understands them.

Firm Name:

Address:

Authorized Signature of Officer of Firm:

Name & Title Printed:

Telephone No.: _____ Fax No.: _____

E-mail Address: _____ Federal Employer Identification No. _____

Date: _____

EXCEPTIONS (If no exceptions are taken, state NONE):

For Informational Purposes Only: Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

_____ Yes _____ No

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between the Washington County Health Department, a unit of the Maryland Department of Health and Mental Hygiene (herein referred to as "Covered Entity") and _____ (**Insert Name of Contractor**) (hereinafter known as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the "Underlying Agreement") pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (collectively, "HIPAA"); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§4-301 *et seq.*) (“MCMRA”); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOWHEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS.

- A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific definitions:
 1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean (**Insert Name of Contractor**).
 2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement shall mean Washington County Health Department.
 3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
 4. Protected Health Information (“PHI”). Protected Health Information or “PHI” shall generally have the same meaning as the term “protected health information” at 45 C.F.R. § 160.103.

II. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE.

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.
- B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity’s policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited dataset as defined at 45 C.F.R. § 164.514(e)(2), for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 C.F.R. § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement as described in 45 C.F.R. § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of

the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.

- E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual pursuant to §§ 13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State's payment of Business Associate for its performance pursuant to the Underlying Agreement.
- G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in § 13406 of the HITECH Act in connection with any PHI of individuals.

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law;
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- D.
 - 1. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without unreasonable delay and in no case later than fifteen (15) calendar days after the use or disclosure.
 - 2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
 - A. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
 - B. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;

- C. Is in substantially the same form as Exhibit A hereto; and
- D. Includes a draft letter for the Covered Entity to utilize to notify the affected Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
- i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - ii) A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
 - iii) Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
 - iv) A brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
 - v) Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
- E. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
- F. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
- G. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- H. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- I. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- J. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary for purposes of determining compliance with the HIPAA Rules.
- K. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

RFP-2022-06

Adolescent Clubhouse

Business Associate Agreement

- A. Term. The Term of this Agreement shall be effective as of the effective date of the Contract entered into following the solicitation for RFP-2022-01, Solicitation and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.

Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered entity determines or reasonably believes that cure is not possible.

C. Effect of Termination.

1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

V. **CONSIDERATION**

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VI. **REMEDIES IN EVENT OF BREACH**

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and

indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

VII. MODIFICATION; AMENDMENT

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA rules and any other applicable law.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

IX. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

X. MISCELLANEOUS

- A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.
- B. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Jared Blakeslee
Privacy Officer
Washington County Health Department
1302 Pennsylvania Avenue
Hagerstown, Maryland 21742
Phone: (240) 313-3410

- D. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: _____

Attention: _____

Phone: _____

- E. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.
- F. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- G. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.
- H. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

**FORM OF NOTIFICATION TO COVERED ENTITY OF
BREACH OF UNSECURED PHI**

This notification is made pursuant to Section III.2.D(3) of the Business Associate Agreement between Washington County Health Department), a unit of the Maryland Department of Health and Mental Hygiene (DHMH), and _____ (Business Associate).

Business Associate hereby notifies DHMH that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

Date of the breach: _____ Date of discovery of the breach _____

Does the breach involve 500 or more individuals? Yes/No If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach:

Names of individuals affected by the breach:(attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

EmailAddress: _____

Phone Number: _____

OFFICE ON MENTAL HEALTH/ CORE SERVICE AGENCY OF WASHINGTON COUNTY
ADOLESCENT CLUBHOUSE PROGRAM

Fiscal Year 2022 Adolescent Clubhouse grant applications must be typed in Arial 12- point font, single-spaced on 8½” by 11” paper and include page numbers. Applications must not exceed 15 pages, excluding appendices, and should include six labeled sections as identified under Review Process of this document. Applications MUST follow the format below.

- 1) Organizational Capacity
 - a. Cover Page (See Attachment 4)
 - b. Abstract/Summary Page
 - i. The abstract provides a brief overview of the entire grant. It provides information, which enables the reader to quickly identify the overall goal. The abstract should not exceed one page in length and should include:
 1. Name of applicant organization
 2. Type of organization
 3. Project description/title
 4. Demographics of population of focus
 5. Location of facility
 - c. Agency Description
 - i. Summary of relevant experience
 - ii. Brief overview of the applicant organization and previous work or capabilities with the targeted population
 - iii. Organizational structure, including where the Adolescent Clubhouse would fit into existing structure
 - iv. Staffing (both paid and volunteer)
- 2) Narrative
 - a. Approach to service delivery
 - b. Applicants philosophy of adolescent substance use and recovery support services
 - c. Importance of active participant involvement in service delivery
 - d. Importance of peer involvement in recovery support services
- 3) Project Description and Outcomes
 - a. Description of Adolescent Clubhouse project for [HarfordWashington](#) County, including how it will be incorporated into the existing structure and activities
 - b. Specific goals and objectives for the project

- c. Efforts to encourage participation and create awareness of project through various media, including social media
- d. Grievance procedure for participants
- e. Supervision of Adolescent Clubhouse staff (both paid and volunteer)
- f. Description of activities and services that will be provided, including facilities and other resources available for use by the Adolescent Clubhouse project
- g. Confidentiality and record security, if applicable

4) Implementation and Operations Strategy

- a. Commitment and plan to adhering to the March 1, 2022 deadline
 - i. Plan of action that describes project implementation and how participation data will be tracked and reported
 - ii. Timeline for implementation, including staff (both paid and volunteer) recruitment and utilization, training and turnover that details the order in which work and/or services will be completed
 - iii. Significant delays in the approved project timeline will require notification and/or meeting between the Awardee and the [OMH/CSALAA](#). The [OMH/CSALAA](#) reserves the right to cease funding of the project due to repeated significant or unnecessary delays.
 - iv. The majority of the project must be implemented by March 1, 2022
- b. Plan to include peer participation in the development and operation of project
- c. Problem solving, if encountered

5) Budget and Plan for Sustainability

- a. A budget proposal for Adolescent Clubhouse grant expenditures must be submitted. A budget narrative page should be included explaining how funds will be used in accordance with the Grant Requirements identified above. A FY2022 budget for the time period of September 30, 2021 to September 29, 2022 should be included. All available resources, such as in-kind contributions, other sources of support and volunteer labor hours, should be included.

6) Appendices

- a. Proof of nonprofit status, if applicable
- b. Resumes for key staff and consultants
- c. Proof of liability insurance
- d. Letter stating that background checks will be performed on all program staff
- e. Proof of good standing with the Maryland Department of Assessments and Taxation
- f. Proof of good standing with the Maryland Department of Charitable Organizations, if applicable
- g. Letters of Support from key partners, if applicable
- h. Copies of the organizations 2 most recent financial audits
- i. Timeline for implementation

Do not enclose any photographs, exhibits or other materials that you want returned.
All materials submitted under the grant application become the property of
~~OMH/CSALAA~~. All applications must follow the format described above.

EXPECTATIONS FOR A SUCCESSFUL ADOLESCENT CLUBHOUSE

The vision for the successful Adolescent Clubhouse includes a safe, clean, welcoming space that opens its doors to a diverse population of adolescents ages twelve (12) – seventeen (17) in recovery and their families and demonstrates a low recidivism rate among successive cohorts of adolescents. Peer-based services will be the heart of the Adolescent Clubhouse and will be an integral part of all activities and services provided at the Clubhouse. As a non-clinical program and facility, the focus will be on how adolescents will sustain recovery through education, skill building, recreation, and wellness, as well as many other services and activities.

A strong program of activities and/or groups may include, but not be limited to:

- Age and developmentally appropriate Substance and Alcohol Use 12-Step Meetings for both adolescents in recovery and their families (e.g. NA and AA, as well as Al-Anon and Nar-Anon),
- Trauma support Groups,
- Adverse Childhood Experience (ACE) Education,
- Peer-led support groups (with adult supervision),
- Mental health education and/or support groups,
- Gender specific groups,
- Parenting classes (for families or adolescent parents),
- Communication and social skills workshops,
- Educational and vocational workshops (e.g. Computer skills, tutoring, job readiness, how to enroll in college or GED courses),
- Recovery-related movie night/Family movie night,
- Potluck meals,
- Naloxone education groups,
- Trauma and recovery related topics,
- Substance use/misuse psychoeducation groups,
- Family support groups,
- Fitness and wellness classes (e.g. yoga, meditation, Zumba, healthy eating),
- Tobacco cessation classes, and
- Video game hour, Book Club, or other leisure activities.

A strong offering of services may include, but not be limited to:

- Peer Support Services (may be formal or informal),
- A minimum of two EBP trainings per grant award period,
- Resource linkage/Care Coordination,
- Referrals to age appropriate substance use and/or mental health treatment,
- Monthly HIV/STD testing and education (done by outside, qualified organization), and

- Community service opportunities.

The majority of time the Adolescent Clubhouse is open should be devoted to structured activities and services with scheduled time for “hanging out”. For example, an hour-long video game time may be scheduled in the morning or evening where participants get a chance to relax with fellow participants. It is important to not allow the Adolescent Clubhouse to become a place for adolescents to evade responsibilities, revert to substance use dependency or avoid being a productive and active part of their community, school or family outside of recovery.

For additional information regarding adolescents in recovery and the Clubhouse Model for adolescents in recovery, please see the following websites:

Publications on Adolescents and Recovery

- SAMHSA, Designing a Recovery-Oriented Care Model for Adolescents and Transition Age Youth with Substance Use or Co-Occurring Mental Health Disorders.
- <https://gucchdtacenter.georgetown.edu/publications/AdolescentRecoveryReport.pdf>
- William White, The Recovery Revolution: Will it include children, adolescents, and transition age youth?
<http://www.williamwhitepapers.com/pr/2009RecoveryRevolutionChildren%26Adolescents.pdf>

Georgia Adolescent Clubhouse Information

- <https://dbhdd.georgia.gov/prevention-clubhouses>
- <https://www.myviewpointhealth.org/the-clubhouse.da>
- <http://www.imaginehope.com/Adolescent-Recovery-Clubhouse/clubhouse-community-for-recovering-youth.html>

ADOLESCENT CLUBHOUSE GRANT RATING SHEET

1) Organizational Capacity Score _____
(0-10 TOTAL)

- a) Cover Letter
 - i) Cover letter signed by authorized official
- b) Abstract/Summary Page
 - i) Organization name, type, location, project description/title, etc.
- c) Agency Description
 - i) Summary of relevant experience
 - ii) Brief overview of applicant organization and previous work/capabilities with population of focus
 - iii) Description of organizational structure
 - iv) Table of organization/organizational relationships
 - v) Explanation of how the project will relate to the whole
 - vi) Description of staff assigned, names, and resumes for key staff and consultants
 - vii) Number and qualifications of staff indicates high probability of meeting project outcomes

2) Narrative Score _____
(0-15 TOTAL)

Approach to service delivery

- a) Philosophy about recovery support services
- b) Knowledge of population of focus
- c) Knowledge of ~~Harford~~ Washington County Resources
- d) Importance of active participant involvement in both service delivery and recovery support services

3) Project Descriptions and Outcomes Score _____
(0-20 TOTAL)

- a) Clearly stated project description, including hours/days of operation
- b) Description of activities and services that will be provided, including facilities and other resources available for use by the Adolescent Clubhouse project
- c) Description of population of focus and number served
- d) Listed mission, goals, and objectives
- e) Project clearly supports recovery support services
- f) Description of Policy & Procedure development, including grievance for participants
- g) Description of supervision efforts for staff, volunteers, and participants
- h) Confidentiality and record security (if applicable)

i) Efforts or methods to identify and recruit population of focus, including use of social media

- a) Implementation and Operations Strategy Score _____
(0-30 TOTAL)
- i) Ability to meet March 1, 2023 deadline
 - ii) Clear and concise work plan and timelines
 - iii) Plan reflects peer and participant involvement in development and operation of project
 - iv) Ability to cover staff turnover and leave
 - v) Data report requirements
 - vi) Problem solving, if encountered

- b) Budget & Sustainability Score _____
(0-15 TOTAL)
- i) Copy of proposed budget for FY23
 - ii) Justification (budget narrative) of funds requested
 - iii) Budgets adequate to support project
 - iv) Clear and concise timelines for spending of budget
 - v) organization has demonstrated ability to manage large amounts of population of focus
 - vi) Current and proposed sources for additional funding
 - vii) Any additional plans to sustain Adolescent Clubhouse beyond startup funds

- b) Appendices/Documentation Score _____
(0-10 TOTAL)
- a) Copy of 501C (3) status, if applicable
 - b) Copy of liability insurance (P4) – County Government Required Limits
 - c) Proof of good standing with Maryland Department of Assessments and Taxation
 - d) Proof of good standing with Maryland Department of Charitable Organizations
 - e) Copy of 2 most recent financial audits
- Additional documentation including:
- i) Recommendations
 - ii) Reports of outcomes from other Grants
 - iii) Testimonials of accomplishment
 - iv) Any additional documentation that may provide support for the organization's ability to fulfill the requirements of the Grant
- b) Timeline for implementation

Total score

***MINIMUM OF 75 TOTAL POINTS TO QUALIFY**

WASHINGTON COUNTY HEALTH DEPARTMENT
ADOLESCENT CLUBHOUSE
GRANT APPLICATION COVER PAGE

PROJECT TITLE:

ORGANIZATION:

AMOUNT OF GRANT FUNDS REQUESTED (Please indicate amount for each year of grant, listed on the bid sheets included in this packet.)

CONTACT PERSON

(1) _____ TITLE CONTACT PERSON

(2) _____ TITLE

ADDRESS CITY, STATE, ZIP PHONE NUMBER_FAX E-MAIL ADDRESS

IS YOUR ORGANIZATION COMMUNITY-BASED? YES NO

DOES YOUR ORGANIZATION HAVE NONPROFIT STATUS? YES NO

DATE OF NONPROFIT STATUS:

FEDERAL IDENTIFICATION NUMBER:

I DO SOLEMNLY DECLARE AND AFFIRM THAT THE CONTENTS OF THIS APPLICATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

PRINTED NAME

TITLE

SIGNATURE_DATE

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

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|---|--|--------------------------------|--|---|--|--|--|--|---|---|--|--|---|---|---|---|--|--|---|---|--|--|--|--|--|--|--|--|
| 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 <i>How to get a TIN</i> , later. | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; font-size: small;">Social security number</td> </tr> <tr> <td style="width: 40%; text-align: center;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table> </td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; text-align: center;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table> </td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; text-align: center;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table> </td> </tr> </table> | Social security number | | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table> | | | | | | | | | - | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table> | | | | | - | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table> | | | | | | | | |
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| Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter. | or <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; font-size: small;">Employer identification number</td> </tr> <tr> <td style="width: 40%; text-align: center;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table> </td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; text-align: center;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table> </td> </tr> </table> | Employer identification number | | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table> | | | | | | | | | - | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table> | | | | | | | | | | | | | | |
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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.

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-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 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|--|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 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 ⁴ |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |

| For this type of account: | Give name and EIN of: |
|---|-----------------------|
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

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

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

*Note: The grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.