

# REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES

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Kittitas County, Washington  
2025

Request for Qualifications for:

## **Developmental Disabilities Employment and Day Program Services**

Kittitas County hereby seeks Requests for Qualifications from providers interested and capable of delivering Employment and Day Program Services to individuals with developmental disabilities consistent with the requirements and criteria contained herein.

APPLICATIONS ARE NOW OPEN FOR CONTINUOUS ENROLLMENT.

Response(s) shall be sealed and clearly marked with the following title: **Response to Kittitas County RFQ for the Provision of Services for People with Developmental Disabilities**

Responses may be submitted via postal service, e-mail, or fax to:

Kittitas County Public Health Department  
Human Services Division  
Developmental Disabilities Specialist  
507 N. Nanum St., Suite #102  
Ellensburg, WA 98926  
[laurie.holt@co.kittitas.wa.us](mailto:laurie.holt@co.kittitas.wa.us)  
Fax: (509) 962-7581

For questions or more information, contact Kittitas County Developmental Disabilities Specialist:

Laurie Holt  
509-933-8310  
[Laurie.Holt@co.kittitas.wa.us](mailto:Laurie.Holt@co.kittitas.wa.us)

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# Request for Qualifications *Employment and Day Program Services*

## Part I Qualifications Requirements

### Section IA: General Information

#### 1. Introduction

The purpose of this Request for Qualifications (RFQ) is to solicit new developmental disabilities Employment and Day Program service providers (Contractors) who may qualify to be added to the Kittitas County Developmental Disabilities Program Qualified Provider List.

Employment and Day Program Contractors currently working under Kittitas County Contract need not respond to this RFQ.

Kittitas County contracts with qualified Employment and Day Program service providers, using funding from the State of Washington Department of Social and Human Services (DSHS) and Developmental Disabilities Administration (DDA) to provide the following Employment and Day Program Services:

- Individual Supported Employment
- Group Supported Employment
- Community Inclusion

A description of each Employment and Day Program Service listed above is included in their respective Scope of Work Section found in Section IB – Work Requirements of this RFQ.

Placement on the County Qualified Provider List does not guarantee a Contract will be offered to a Contractor.

#### 2. Background

Pursuant to DDA guidelines, the County seeks to add qualified providers to its current Qualified Provider List, to deliver the described services and which is used by authorized service recipients to procure applicable services.

#### 3. Funding

Funding is determined by the number of individuals served by a Contractor and the service(s) provided. Current Service Rates compensation for each Employment and Day Program Service is included in their respective Scope of Work Section found in Section IB – Work Requirements in this RFQ. Rates are subject to change.

### Section IB: Work Requirements

#### 1. Accessibility

The Contractor shall provide means of access via phone, fax, and/or email at no cost to the individuals receiving services.

#### 2. Licenses and Certification

The Contractor shall maintain all applicable licenses and certifications required under DDA Policy 6.13 - Provider Qualifications for Employment and Day Program Services:

<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/policy/policy6.13.pdf>

# Request for Qualifications

## *Employment and Day Program Services*

### **3. General Requirements**

Prior to a Contractor being placed on the Qualified Provider List, the Contractor shall submit proof of compliance with the following requirements per DDA Policy 6.13(Issue date 12/2023) - Provider Qualifications for Employment and Day Program Services.

1. Develop and implement a plan for each client based on their individual needs. The plan must include all information required by the Criteria for Evaluation.
2. Provide services in accordance with the County Guide to Achieve DDA Guiding Values.
3. Develop and implement internal control policies.
4. Develop and implement an employee training plan for all applicable service categories approved by the county.
5. Manage public funds in compliance with Generally Accepted Accounting Principles (GAAP).
6. Submit Certified Public Accountant reviewed or audited financial statements and federal audits according to the DSHS General Terms and Conditions. Refer to the Criteria for Evaluation for more information.
7. Maintain a management system that provides for systematic filing and retention of timely records and reports related to:
  - a. Clients;
  - b. Staff;
  - c. The agency's tax status; and
  - d. The agency's structure, capabilities, and performance as described in the Criteria for Evaluation.
8. Develop, and submit to the county for review and approval, a written plan to address potential conflicts of interest including, but not limited to, if the agency or an agency employee is also the client's: a. Guardian or legal representative; or b. Family member or decision maker.
9. Develop, and submit to the county or a regional employment specialist, a written plan to address the following potential conflicts of interest when applicable:
  - a. The county and the employment and community inclusion provider are the same;
  - b. The supported living agency and the employment and community inclusion provider are the same;  
or
  - c. The service provider supports the client in both employment and community inclusion services
10. Develop a performance plan that describes objectives, expected outcomes, and how and when objectives will be accomplished. The performance plan must include performance indicators that address diversity, equity, and inclusion efforts.

### **4. Scope of Work**

# Request for Qualifications

## *Employment and Day Program Services*

### **Individual Supported Employment**

This service is part of an individual's pathway to employment in accordance with the DDA Policy 4.11 (Issue Date 1/2023) County Services for Working Age Adults. Individual Supported Employment services are tailored to individual needs, interests, and abilities to develop and promote career advancement. These are individualized services necessary to help persons with developmental disabilities to obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.

Contractor shall facilitate services that include: creating work opportunities through job development, support to the employee's supervisors and/or peer workers to enable them to support a person on the job, on-the-job training, and modification of work site or tasks, employment retention and support, and development of career and promotional opportunities with wages being minimum wage or higher. Self-employment may also be an option within Employment Services.

### **Group Supported Employment**

Group Supported Employment or "GSE" services are a part of an individual's pathway to integrated jobs in typical community employment. These services include many of the elements described in Individual Supported Employment and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment in community settings.

#### *IE & GSE Service Requirements:*

- Employment provider clients must be able to access the DSHS Division of Vocational Rehabilitation (DVR) funding. Employment providers must be familiar with the DDA and DVR Memorandum of Understanding, which describes the continuum of services and supports available.
- The Contractor shall provide a copy of its CARF certification report to the County within thirty (30) days of receipt from the CARF Accreditation Board.
- It is expected that all customers access DVR funding as a resource. The contractor shall use DVR or other funding supports for all services for which a customer is eligible. County funds are not intended to be the sole source of funding for services and the Contractor is expected to utilize other available funding sources in providing services. The Contractor shall report third-party payments on the monthly Case Management Information System CMIS report.
- The Contractor, including their parent corporations or other business ventures in which they or their principals have an interest, that hires Individual Supported Employment customers shall not receive County funding for that customer. The Contractor shall not receive County support for customers placed in jobs with other County service providers or businesses created to provide employment to people with disabilities prior to written request to the County and subsequent County approval.
- The Contractor shall maintain staff that is experienced in providing this service based on DDA Policy 6.13.

## Request for Qualifications *Employment and Day Program Services*

- The Contractor shall notify the County when there are changes in the Contractor's ability to serve customers.
- When a customer does not have County identified support and it is determined that the customer wants or needs County funding, the Contractor shall obtain a Release of Information (ROI) to allow discussion with the County. This includes customers the Contractor supports from DVR.
- The Contractor shall support the continued development of the services listed above through activities such as, but not limited to: reviewing draft documents and providing feedback to the County, participating in all County required training and attending all service development meetings.
- For customers with guardians, legal documentation of the guardianship must be in the customer's file.
- Documents must be signed by the appropriate entity.
- In accordance with DDA Policy 5.02 (Issue Date 2/2018) and DDA Criteria for Evaluation (Issue Date 1/2023) System, Criteria for All Services, the Contractor shall provide to each customer, prior to delivering services, the information listed below. The Contractor shall document, by the customer and/or guardian signature, that the customer has received this information. When appropriate, the customer's family, guardian or advocate shall also be informed.
  - The customer's rights regarding privacy, respectful staff-to-customer interactions, grievance procedures, and the right to be treated with dignity and respect and free of abuse;
  - The process for changing service providers or services, which shall include a grievance procedure and guidance for the customer to be directed to their DDA Case Manager;
  - Services, service hours, and benefits the customer may expect from the Contractor;
  - The customer's responsibilities; and
  - Other information pertinent to the service and Contractor
- The Contractor shall participate in DDA Individual Service Plan (ISP) meetings for customers and keep a copy of the ISP and DDA Assessment in the customers' file.
- Prior to beginning service, the Contractor will clearly communicate to the customer the maximum service hours per month the customer can expect to receive. The amount of services a customer receives will be based on the customer's demonstrated need, acuity and work history per WAC. Changes to hours of service shall occur as needed at the annual ISP meeting. If a change in the maximum service hours(s) is expected outside of the ISP meeting, the Contractor shall make a request to the County on a county approved form and notify the customer prior to the change. The customer's maximum service hour(s) will correlate with the CMIS Planned Rates information and the customer's ISP.
- The Contractor shall provide all customer services according to customer need or at least one direct face to face contact per month.
- The Contractor shall immediately inform the County of any customer who is not actively participating in services or does not wish to pursue gainful employment.
- Services shall be delivered on an individual basis between a Contractor staff member and a customer and not in a group setting with other individuals with developmental disabilities.
- If a customer chooses to utilize any third-party to assist with planning, the Contractor shall cooperate with that party and the planning team.
- Within 60 days of the service authorization date, the Contractor shall have a current, fully signed, County-approved Service Plan for a customer in accordance with DDA Criteria for Evaluation System.

## Request for Qualifications *Employment and Day Program Services*

- All services shall be provided and outcomes delivered according to the customer’s plan. Services provided that are not identified in the plan shall not be compensated unless a written exception is granted by the County.
- The Contractor shall provide progress reports every 6 months for all customers that describe outcomes of plan activities to the customer, guardian, County, and DDA Case Manager. The reports shall summarize the progress made towards the customer’s individualized goals, and will be due within 30 days following the end of the six-month period.
- The Contractor shall:
  - Review the customer’s employment goals, activities, and outcomes;
  - Consult with the customer and/or the family/guardian;
  - Develop additional strategies with the customer and/or family/guardian, County staff, employment support staff and the DDA Case Manager to assist the customer in moving towards employment;
  - Provide a Progress Report to the customer/guardian, County, DDA Case Manager outlining the results of the review, future changes in service delivery and strategies to reach the employment goal; and
  - Maintain all information in the customer’s file.
- For each six (6) month period that follows, the Contractor shall:
  - Address steps outlined in the previous six (6) month Progress Report in the next six (6) month report;
  - Complete the review process and send a Progress Report as indicated above; and
  - Maintain information in the customer’s file.
- Employment Services Requirements: Customers shall be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his or her living expenses. Customers should average twenty (20) work hours per week or eighty-six (86) hours per month.
- Payment rates and terms are in compliance with DDA requirements and will be outlined in the contract. Service Rates as of 2025:
  - Individual Supported Employment: The hourly rate is \$108.80
  - Group Supported Employment: The hourly rate is \$93.80

### **Community Inclusion**

Community Inclusion Services (CI) are individualized services provided in typical integrated community settings for individuals in retirement. Services will promote individualized skill development, independent living and community integration for persons to learn how to actively and independently engage in their local community. Activities will provide opportunities to develop relationships and to learn practice and apply skills that result in greater independence and community inclusion. Community Inclusion services can be provided once the client has completed 9 months of Supported Employment services.

#### *CI Service Requirements:*

- All services shall be delivered within Kittitas County.
- To ensure health and safety, positive image and relationships in the community, increase competence and individualized skill building, and other expected benefits of Community Inclusion, services will occur individually. Services shall be delivered on a one (1) staff to one (1) customer basis and not in combination with other Contractor staff and/or individuals with developmental disabilities.

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- Community Inclusion services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and /or specialized activities will not be reimbursed. The Contractor shall provide Community Inclusion Services that include the following service standards:
  - Provide support necessary to build and strengthen relationships with community members who are not paid to be with the customer;
  - Connect customers with community members that share the customer's interest, culture, talent and gifts that can contribute to and be shared with others with similar interest(s);
  - Provide individualized community activities based on personal preference and within culturally appropriate settings;and
  - Support individual participation in clubs, associations, and organizations as members and in decision-making capacities.
  - An individual receiving Community Inclusion services may at any time choose to pursue work and to receive employment support.
- The Contractor shall not receive County support for customers placed in volunteer jobs within their organization or other County service providers.
- The Contractor shall maintain staff experienced in providing this service based on DDA Policy 6.13.
- The Contractor shall support the continued development of the services listed above through activities such as, but not limited to: reviewing draft documents and providing feedback to the County, participating in all County required training and attending all service development meetings.
- For customers with guardians, legal documentation of the guardianship must be in the customer's file. Documents must be signed by the appropriate entity.
- In accordance with DDA Policy 5.02 and DDA Criteria for Evaluation System, Criteria for All Services, the Contractor shall provide to each customer, prior to delivering services, the information listed below. The Contractor shall document, by the customer's signature, that the customer has received this information. When appropriate, the customer's family, guardian or advocate shall also be informed.
  - The customer's rights regarding privacy, respectful staff-to-customer interactions, grievance procedures, and the right to be treated with dignity and respect and free of abuse;
  - The process for changing service providers or services, which shall include a grievance procedure and guidance for the customer to be directed to their DDA Case Manager;
  - Services, service hours, and benefits the customer may expect from the Contractor;
  - The customer's responsibilities;and
  - Other information pertinent to the service and Contractor.
- The Contractor shall participate in DDA Individual Service Plan (ISP) meetings for customers and keep a copy of the ISP and DDA Assessment in the customers' file.
- Prior to beginning service, the Contractor will clearly communicate to the customer the maximum service hours per month the customer can expect to receive. The amount of services a customer receives will be based on the customer's acuity per WAC. Service hour(s) will correlate with the CMIS Planned Hours information and the customer's ISP.
- The Contractor shall provide all customer services according to customer need or at least one (1) direct contact per month. If a customer will not be receiving a direct monthly contact, the Contractor shall immediately inform the County.

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- The Contractor shall immediately inform the County of any customer who is not actively participating in services.
- If a customer chooses to utilize any third-party to assist with planning, the Contractor shall cooperate with that party and the planning team.
- Prior to providing services specified in this Contract, the Contractor shall have a current, fully signed, County-approved Service Plan for a customer in accordance with DDA Criteria for Evaluation System that is completed within sixty (60) days from the beginning of initial services.
- The Service Plan shall include information that identifies and addresses the individualized goal and support needs for each customer.
- All services shall be provided and outcomes delivered according to the customer's plan. Services provided that are not identified in the plan shall not be compensated unless a written exception is granted by the County.
- The Contractor shall provide progress reports every six months for all customers that describe outcomes of customer activities to the customer/guardian, the County, and DDA Case Managers. The reports shall summarize the progress made towards the customer's individualized goals and be submitted to the customer and/or guardian, county, and DDA case manager within 30 days of the end of the six-month period.
- The Contractor shall document if a customer other than age (62 or older) is referred to receive services described in this Statement of Work and shall maintain a copy of the Exception to Policy in the customer's file.
- Examples of Approved Community Inclusion Activities include:
  - Public Transit Training
  - Community Classes
  - Club Memberships
  - Volunteerism
- The Contractor shall not engage in nor bill the County for the following Non-Allowable Community Inclusions Activities:
  - Meeting within the customer's home, except for brief planning meetings. If the customer requires a transition period to adjust to leaving their home and proceeding into the community, an exception may be granted by the County through the customer's Service Plan.
  - Community inclusion funding shall not support or contribute to customer therapies, telephone or internet access, gambling, liquor, nightclubs, personal items or meals for the customer or the Contractor's staff.
  - Community Inclusion activities shall not be those that could otherwise be provided as respite referenced by the Washington State Developmental Disabilities Administration (DDA) at: [www1.dshs.wa.gov/ddd](http://www1.dshs.wa.gov/ddd)
  - Eating out with the customer is only permitted if within the customer's local neighborhood and can be proven to be for the purpose of serving to build a relationship between the customer and the restaurant staff, or regular restaurant patrons. Only eating-out activities that are specifically identified within the customer's Service Plan are billable. The Contractor's staff-time expended on eating-out activities with the customer, if not identified within the customer's Service Plan shall not be reimbursed by the County.
  - Shopping and movies are not permitted. Activities conducted at a store or shopping mall shall be identified within the customer's Service Plan. If store and shopping mall activities are not

## Request for Qualifications *Employment and Day Program Services*

identified within the Service Plan, the Contractor's staff-time expended in the activities shall not be reimbursed by the County.

- Community Inclusion services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities will not be reimbursed.
- A client receiving Community Inclusion services may at any time choose to pursue work and to receive employment support.
- The Payment rates and terms are in compliance with DDA requirements and will be outlined in the contract. Service Rate as of 2025:
  - Community Inclusion: The hourly rate is \$66.08

**Request for Qualifications**  
*Employment and Day Program Services*

**Part II Qualifications Preparation and Submittal**

**Section IIA Qualifications Submission**

Qualifications must be received no later than the date, time and at the location specified on the cover of this document.

**Section IIB Qualifications Content**

Responses to this RFQ shall include all of the following:

1. Attachment A - Cover Sheet. This form is to be used as your qualifications Cover Sheet.
2. Attachment B – Qualifications and Certification of Debarment. This form when completed, with required Contractor-submitted attachments and responses to RFQ questions, will comprise your statement of qualifications.
3. Attachment C - Data/Information Systems Questionnaire. This form must be completed to provide information to the County regarding your data/information system.

# Request for Qualifications

## *Employment and Day Program Services*

### **Part III Qualifications Evaluation & Determination of Qualifications**

#### **Section IIIA: Qualifications Review and Selection**

##### **1. Evaluation and Selection:**

Submissions of Qualifications received in response to this RFQ will be checked for completeness and administrative capability. Criteria to be assessed include: the Contractor's proof of compliance with DDA Policy 6.13 or 6.21, as applicable, proof of adequate insurance coverage, as well as cash flow issues and the Contractor's audit or financial statements.

##### **2. Evaluation Criteria:**

The RFQ process is non-competitive. Each Submission of Qualifications will be evaluated for appropriate work history/experience and quality of the response to items in the Qualifications section. The County may require additional or clarifying information from the Contractor submitting qualifications.

#### **Section IIIB: Contract Award**

##### **1. Contractor Selection**

Contractors deemed qualified will be added to the County's Qualified Provider List of agencies qualified to provide Employment and Day Program Services and may be offered a contract. Customers are assigned to the Contractor based on customer/family selection. The number of customers funded for each Contractor will be based on the number of DDA eligible customers receiving services provided by the Contractor.

##### **2. Contractor Notification**

All Contractors responding to this RFQ will be notified whether or not they are being placed on the County Qualified Provider List to provide Employment and Day Program Services with sixty days of receipt of the RFQ.

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Employment and Day Program Services**

**Attachment A**

**Cover Sheet**

General Information:

Select the Employment and Day Program Services Your Agency Seeks to Provide:

\_\_\_ Community Inclusion

\_\_\_ Individual Supported Employment / Group Supported Employment

Legal Name of Applicant Agency \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email address \_\_\_\_\_

Program Location (if different than above) \_\_\_\_\_

Tax Identification Number \_\_\_\_\_

I certify that to the best of my knowledge the information contained in this Submission of Qualifications is accurate and complete and that I have the legal authority to commit this business or agency to a contractual agreement. I realize the final funding for any service is based upon funding levels and the approval of County officials.

\_\_\_\_\_

Signature and Title

Date

# Request for Qualifications Employment and Day Program Services

## Attachment B

### Qualifications

**Note:** If additional space is needed, please attach additional sheet(s) and limit your responses to a half page per response.

A. Type of Organization (Attach incorporation documentation, if applicable):

- Private for profit
- Public non profit
- Local or state government
- Other (Please specify: \_\_\_\_\_)

B. Each prospective contractor must provide the following:

- Washington State Tax Registration Number \_\_\_\_\_
- Employer Identification Number \_\_\_\_\_
- Business License \_\_\_\_\_

C. Does your agency have a Governing Board?

- Yes (attach a list of all members and representation)
- No

D. Agency Information

If your agency has more than one employee, please indicate whether the following policies and procedures are established and practiced (and are approved and adopted by the agency's Board of Directors, if applicable):

Policy	Yes	No	N/A
Written Personnel/EEO			
Staff Job Descriptions			
Written Benefits Policy			
Affirmative Action Plan			
Financial Policies			
Program Policies			
Grievance Policy			
Fire Marshal Approved Usage			
Health Department Approved Usage			
County Zoning Approved Usage			

E. Litigation Status

Is your agency or business currently involved in or does it have any pending legal actions? Has your agency or business filed for bankruptcy in the past five years?

- Yes (Please Explain)
- No

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- F. Briefly describe your business/agency's accounting process for tracking expenditures/revenues to separate accounts.
- G. Briefly describe your funding base/revenue sources for the past two years. Provide at least one financial reference, preferably a bank, which can attest to your business/agency's financial well-being and financial management capabilities.
- H. Describe your business/agency's ability to repay any disallowed costs.
- I. Does your organization conduct an internal audit of funds under its control?  
 Yes. How often is such an internal audit conducted? \_\_\_\_\_  
 No
- J. How frequently is your organization audited by an independent auditing firm?  
If one is conducted, attach a copy of your organization's last audit for the most recent fiscal year.
- K. Within the past five (5) years, have independent audits identified deficiencies which resulted in questioned costs, costs recommended for disallowance, an "adverse opinion" by the auditors, or the auditors "disclaiming" any opinions?  
 Yes. Please Explain  
 No
- L. Is your organization certified by the Washington State Office of Minority and Women's Business Enterprises as a minority and/or woman-owned enterprise?  
 Yes. Please provide certification number and date of certification or renewal: \_\_\_\_\_  
\_\_\_\_\_  
 No
- M. Does your organization carry general liability insurance?  
 Yes, state amount, carrier, coverage period and attach a copy of your current insurance certificate  
\_\_\_\_\_  
 No
- N. Does your organization carry professional liability insurance?  
 Yes, state amount, carrier, coverage period and attach a copy of your current insurance certificate  
\_\_\_\_\_  
 No
- O. Does any employee or official of Kittitas County or member of any County Advisory Board have any financial or other interest in your agency or this project?  
 Yes, please explain  
 No
- P. Describe your availability and accessibility to the public (days, hours per week, proximity to transportation services, etc.) for the provision of services.
- Q. Have you ever had a contract terminated?  
 Yes, please explain the circumstances.

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- No
- R. Have you had any findings or reports with corrective action?
- Yes, explain the issue and how the problem was resolved.
  - No
- S. Have you/your agency or any staff of your agency been named in any civil or criminal suit related to providing services?
- Yes, please explain
  - No
- T. Has your agency/business ever operated under a different name? (Include information if the current director was a director of another agency.)
- Yes, please indicate other name: \_\_\_\_\_
  - No
- U. Within the past three years, has all staff had clear DSHS Background Central Check Unit (BCCU)?
- Yes, please provide copies of their most recent background checks
  - No
- V. Please attach a projected organization chart that shows the name, title/role, and date of hire of each staff person whose work would be related to services in Kittitas County. Include all applicable service, administrative and finance staff.
- W. Please attach a narrative or documentation in response to the following questions and include them with your agency's submission materials:
- Please describe your agency's capacity to provide Employment and Day Program Services to individuals.
  - Signed Debarment/Suspension Statement.
  - Copy/copies of all job descriptions relevant to provide Employment and Day Program Services.
  - Information on staff that will be providing services, including brief resumes of each that describe education, licenses and/or certifications, and experience.
  - A copy of your agency's table of contents of all written policies and procedures.
  - A copy of your Business License.
  - Proof of your agency's Commission on Accreditation of Rehabilitative Facilities (CARF) accreditation.
  - A copy of your agency's current Washington State Division of Vocational Rehabilitation (DVR) Contract.
  - Attach forms and/or explain your agency's process to successfully develop and implement a plan for providing services that are based on individual needs that include:
    - Method for gathering information;
    - How needs are assessed;
    - Plan implementation; and
    - Plan outcomes
  - Review the DDA County Guidelines and explain how your agency will provide services in accordance with the DDA County Guidelines: [https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/c\\_guidelines.pdf](https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/c_guidelines.pdf)

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- Provide the resume(s) of your employee/employees with a minimum of two (2) years of experience providing Individual Supported Employment or Community Inclusion services. For Individual Supported Employment, experience must include developing, obtaining, and maintaining successful placements for and with people with intellectual and developmental disabilities in paid employment at minimum wage or better with the wages paid by a community-based business.

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***Employment and Day Program Services***

**Certification Regarding Debarment or Exclusion**

I certify that this agency, its current employees or officers, are not debarred or suspended or otherwise excluded from or are ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension" and will not contract with a subcontractor that is debarred or suspended.

I, the undersigned have read and reviewed all of the above statements and attest, to the best of my knowledge, that they are correct and that I have the legal authority to commit this agency/business to a contractual agreement.

\_\_\_\_\_  
Signature, Chief Administrator  
of Applicant Agency/Business

\_\_\_\_\_  
Date

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***Employment and Day Program Services***

**Attachment C**

**Data/Information Systems Questionnaire**

1. Describe your current information system and network, including hardware.
2. Do you currently have internet access?
  - Yes, what type of firewall is being used to protect your system?
  - No
3. Is electronic information backed up on a regular, automated basis?
  - Yes, how?
  - No
4. Is there an established, written disaster recovery plan for technology hardware and software?
  - Yes
  - No
5. Is virus protection software used on all servers and workstations?
  - Yes, what software is used? Is it set up for automate downloads of the virus library update?
  - No

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Employment and Day Program Services



**KITITAS COUNTY  
AGREEMENT FOR SERVICES  
(SUBJECT TO CHANGE)**

This Agreement for Services (hereinafter "Agreement") is entered into by and between **Kittitas County** (hereinafter "County"), a political subdivision of the State of Washington, and [ **Contractor Name** ] (hereinafter "Contractor").

The purpose of this Agreement is as follows: [ **brief description of services to be provided** ].

The term of this Agreement shall be from the date of execution through [ **date** ], unless the Agreement is terminated early or its term is extended as provided herein.

The parties' addresses and points of contact for the administration of this Agreement are as follows:

COUNTY

[ **County mailing address, line 1** ]  
[ **County mailing address, line 2** ]  
  
[ **County point of contact name** ]  
[ **County point of contact title** ]  
[ **County point of contact department** ]  
[ **County point of contact email** ]  
[ **County point of contact phone #** ]

CONTRACTOR

[ **Contractor mailing address, line 1** ]  
[ **Contractor mailing address, line 2** ]  
  
[ **Contractor point of contact name** ]  
[ **Contractor point of contact title** ]  
[ **Contractor point of contact email** ]  
[ **Contractor point of contact phone #** ]

This Agreement includes the following, which are attached hereto and hereby incorporated by this reference:

- Attachment "A": Scope of Work
- Attachment "B": Compensation
- Attachment "C": Insurance Requirements
- Attachment "D": General Terms and Conditions
- Attachment "E": W-9 (Contractor must complete and return to the County for payment)
- Attachment "F": Retirement Status Form (Contractor must complete and return to the County for payment *if* Contractor is an individual, as opposed to a corporate business entity)

**Request for Qualifications**  
***Employment and Day Program Services***

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties through their authorized representatives, effective as of the latest date written below.

<p><b>KITTITAS COUNTY</b></p> <p>BOARD OF COUNTY COMMISSIONERS</p> <p>_____</p> <p>Chair</p> <p>_____</p> <p>Vice-Chair</p> <p>_____</p> <p>Commissioner</p> <p style="text-align: right;">Date: _____</p> <p>Attest:</p> <p>_____</p> <p>Clerk of the Board</p>	<p><b>CONTRACTOR</b></p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title</p> <p style="text-align: right;">Date: _____</p>
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**ATTACHMENT “A”**

**SCOPE OF WORK**

- Provide community inclusion (CI Services).
- Provide individual employment (IE) services.
- Provide group supported services (GSE), if applicable.
- Ensure clients have a current plan IE, CI, or GSE plan in place.
- Contact clients according to client need and at least once per month.
- Follow billable requirements per DDA.
- Submit billing to county, monthly.
- Participate in biennial county evaluation (monitoring).
- Comply with all applicable requirements in the contract between DDA and Kittitas County.
  - Comply with referenced RCW, WAC, DDA policies, confidential information, data security, and referenced materials.
- Comply with referenced documents found at DDA internet site [County Best Practices | DSHS \(wa.gov\)](#).

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**ATTACHMENT "B"**

**COMPENSATION**

THE COUNTY WILL NOT PROCESS PAYMENT FOR SERVICES RENDERED UNDER THIS AGREEMENT UNTIL CONTRACTOR SUBMITS A COMPLETED W-9 (SEE ATTACHMENT "E").

As full compensation for satisfactory performance of the work described in Attachment "A", and within thirty (30) days of receiving Contractor's itemized invoice, the County shall pay Contractor the following amount(s) plus any applicable taxes as detailed in Contractor's invoice:

**Program Activity Level and Payment Rate Schedule**

**Kittitas County-Department of Developmental Disabilities  
Contract Rate Schedule**

Individual Employment (IE) \$108.80 per service hour

Group Supported Employment (GSE) \$93.80 per service hour

Community Inclusion (CA) \$66.08 per service hour

Unless otherwise provided herein, Contractor shall be solely responsible for Contractor's travel and related expenses.

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## ATTACHMENT "C"

### INSURANCE REQUIREMENTS

Contractor shall secure and maintain in effect at all times during performance of work under this Agreement such insurance as will protect Contractor, its employees, and agents from all claims, losses, harm, costs, liabilities, damages and expenses arising out of Contractor's performance under this Agreement, including but not limited to personal injury (including death) or property damage.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by the County. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

At a minimum, Contractor shall maintain and provide proof of the following selected options:

- Commercial General Liability Insurance
  - Coverage limits not less than:
    - \$1,000,000 per occurrence, for all covered losses
    - \$2,000,000 general aggregate
    - \$1,000,000 products & completed operations aggregate
    - \$1,000,000 personal and advertising injury, each offense
  - The policy must be endorsed to include the County and its officials, employees and agents as additional insureds.
  
- Commercial Automobile Liability Insurance
  - Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if 'pollutants' are to be transported.
  - Coverage limits not less than:
    - \$1,000,000 combined single limit
  
- Excess or Umbrella Liability
  - Contractor shall provide Excess or Umbrella Liability coverage of \$5,000,000. This Excess or Umbrella Liability coverage shall apply, at a minimum, to both the Commercial General and Automobile Insurance policy coverages. If used to meet limit requirements, coverage must be at least as broad as specified for underlying coverages, and must cover those insured in the underlying policies.
  - This requirement may alternatively be satisfied through Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.
  - The policy must be endorsed to include the County and its officials, employees and agents as additional insureds.
  - Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits.

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- There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another.
  
- Workers' Compensation & Employer's Liability
  - Contractor shall provide Workers Compensation and Employer's Liability insurance on a state-approved policy form providing benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
  
- Professional Liability / Errors and Omissions Liability
  - Coverage limits not less than:
    - \$1,000,000 each claim
  - Contractor must provide evidence of this coverage on a policy form appropriate to Contractor's profession.
  
- [ Other insurance coverage as deemed appropriate by either the County Risk Manager or the assigned Deputy Prosecuting Attorney. Additional insurance types which the County may need to require (non-exhaustive list): Cyber, Pollution, Aircraft, Watercraft, Liquor, Crime/Fidelity, Sexual Abuse & Molestation, Jones Act, Longshoremen/Harborworkers, Marine. ]

Contractor shall furnish to the County a Certificate of Insurance, with endorsement where required above, as evidence that policies providing insurance required by this Agreement are in full force and effect. Contractor's insurance policies required above must apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to the County.

Contractor agrees to provide notice to the County at least thirty (30) days prior to cancellation, or any material alteration or non-renewal, of any of the above-required insurance coverages.

Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, machinery, equipment, or motor vehicles owned or utilized by Contractor, or Contractor's agents, employees, suppliers or contractors, as well as to any temporary structures, scaffolding and/or protective fences.

Contractor shall have sole responsibility for ensuring the insurance coverage and limits required herein are also obtained by any subcontractors.

NOTE: Notwithstanding any other provision(s) of this Agreement, no contract shall form under this Agreement until and unless the following are provided to the County: (1) a copy of the Certificate(s) of Insurance with all required endorsements, properly completed and in the amounts required, and (2) where requested by the County, a copy of the required insurance policies, including all required endorsements.

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## ATTACHMENT "D"

### GENERAL TERMS AND CONDITIONS

1. **Scope of Contractor's Services:** Contractor agrees to provide to the County services as set forth in Attachment "A". No materials, labor, or facilities will be furnished by the County, unless otherwise provided herein. All work performed under this Agreement shall comply with applicable laws and regulations.

2. **Accounting and Payment:** Compensation to Contractor for services rendered under this Agreement shall be as set forth in Attachment "B". Where Attachment "B" requires payment(s) by the County, payment shall be based upon billings, supported unless provided otherwise in Attachment "B", by documentation of units of work actually performed and amounts earned, including, where appropriate, the total number of hours for the month and the total dollar payment requested. Unless specifically stated in Attachment "B", the County will not reimburse Contractor for any costs or expenses incurred by Contractor in performance of this Agreement. Where required, the County shall, upon receipt of appropriate documentation, compensate Contractor, no more often than monthly, through the County voucher system, for Contractor's services pursuant to the fee schedule set forth in Attachment "B". In the event Contractor fails to perform any of its obligations under this Agreement within the time specified herein, then the County may withhold all monies due and payable to Contractor until such failure to perform is cured or otherwise adjudicated. The County will not process payment for services rendered under this Agreement until Contractor submits a completed W-9 (See Attachment "E").

3. **Taxes:** Contractor understands and acknowledges that the County will not withhold Federal or State income taxes from payments made to Contractor. Where required by State or Federal law, Contractor authorizes the County to make withholding for any taxes other than income taxes (e.g., Medicare). All compensation received by Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with applicable IRS regulations. It is the responsibility of Contractor to make its necessary estimated tax payments throughout the year, if any, and Contractor is solely liable for any tax obligation arising from Contractor's performance of this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. Contractor must pay all other taxes, including but not limited to: business and occupation tax; or taxes based on (1) Contractor's gross or net income, or (2) personal property to which the County does not hold title. The County is exempt from federal excise tax.

4. **Independent Contractor:** Contractor's services shall be furnished by Contractor as an independent contractor, and nothing stated herein shall be construed to create a relationship of employer-employee or a guarantee of future employment. Contractor acknowledges that its entire compensation under this Agreement is specified in Attachment "B", and that Contractor is not entitled to any County benefits, including but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Kittitas County employees.

5. **Assignment and Subcontracting:** This Agreement may not be assigned or subcontracted in whole or in part without the express prior written approval of the County.

6. **Right to Review; Maintenance of Records:** This Agreement is subject to review by any Federal

## **Request for Qualifications** *Employment and Day Program Services*

or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of the work performed under this Agreement by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, without limitation, on-site inspection, inspection of all records or other materials which the County deems pertinent, and any and all communications with or evaluation by service recipients under this Agreement. Contractor shall preserve and maintain all records relating to this Agreement for six (6) years after termination or expiration of the Agreement, and upon request shall make them available for review by any Federal or State auditor, the County, and/or any persons authorized by the County.

### **7. Modification**

7.1. This Agreement may be amended by mutual agreement of the parties. Any such amendment shall be in writing and signed by both parties.

7.2 The County may unilaterally amend this Agreement at any time by written notice ("Change Notice") to Contractor, to modify the work to be performed under this Agreement, within the general scope of the Agreement. Such changes may include, but are not limited to, changes in the exact scope of work to be performed (including modification, substitution, addition, or deletion of required tasks) and changes to the schedule of performance. If any such Change Notice causes an increase or decrease to Contractor's cost of, or the time required for, performance of the work, an equitable adjustment in the compensation to Contractor and/or in the schedule for the performance of the work shall be made by the County to reflect such an increase or decrease. Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment, Contractor shall proceed in accordance with all Change Notices. Within thirty (30) days after receipt of any Change Notice which, in Contractor's opinion, lacks an adequate adjustment, Contractor must submit to the County a written statement requesting a modified adjustment; otherwise, Contractor will forfeit its right to any such modified adjustment. The County retains the final right to determine adjustments hereunder.

### **8. Termination**

8.1 This Agreement may be terminated at any time by mutual written agreement of the parties.

8.2 The County, by giving written notice, may terminate this Agreement at any time without cause and without further obligation to Contractor except for payment due for deliverables provided and/or services performed prior to the effective date of termination. An equitable adjustment in the contracted price for partially completed tasks will be made by the County, but such adjustment shall not include compensation for loss of anticipated profit on uncompleted work.

8.3 If Contractor defaults by failing to perform any of its obligations under this Agreement, or becomes insolvent, is declared bankrupt or commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors, the County may, by written notice to Contractor, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated under this paragraph, Contractor shall not be entitled to receive any further payments under this Agreement until all of its obligations hereunder have been fully performed, and any extra cost or damage to the County shall be deducted from any money due or coming due to Contractor. Furthermore, in the event of termination under this paragraph, Contractor shall bear the costs of any extra expenses

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incurred by the County in completing the work, and all damages sustained, or which may be sustained, by the County.

8.4 Termination of this Agreement by any means provided herein shall not excuse any party's performance of its obligations hereunder through the effective date of termination, except that the County shall not be obligated to pay for services that have not been performed or deliverables that have not been provided.

### 9. Indemnification

9.1 To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal or bodily injury, sickness, disease or death, for any damage to or destruction of any property (including the loss of use resulting therefrom), and for any other claims, damages, losses, and expenses sustained by the County, which (1) are caused in whole or in part by any act or omission, negligent or otherwise, of Contractor, its employees, agents or volunteers, or Contractor's subcontractors, their employees, agents or volunteers; or (2) are directly or indirectly arising out of, resulting from, or otherwise connected with the performance of this Agreement; or (3) are based upon Contractor's or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of Contractor shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. This indemnification obligation of Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and Contractor hereby expressly waives any immunity afforded by such acts. **The foregoing indemnification obligations of Contractor are a material inducement to the County to enter into this Agreement, are reflected in Contractor's compensation, and have been mutually negotiated by the parties.**

9.2 The County reserves the right, but not the obligation, to participate in the defense of any claim for damages, losses or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations contained in any section of this Agreement.

9.3 In the event Contractor enters into subcontracts to the extent allowed under this Agreement, each such subcontractor shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

10. **Venue and Choice of Law**: In the event that any litigation should arise concerning this Agreement, the venue for such action shall be in the Superior Court of the State of Washington in and for the County of Kittitas. This Agreement shall be governed by the laws of the State of Washington.

11. **Non-Appropriation of Funds**: If the County does not appropriate sufficient funding for this Agreement for any future fiscal period, the County will not be obligated to make payments for services performed after the end of the last fiscal period for which sufficient funding was appropriated. No penalty or expense shall accrue to the County in the event this provision applies.

12. **Contractor Commitments, Warranties, and Representations**: Contractor represents and

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warrants as follows:

12.1 Contractor is duly incorporated, validly existing and in good standing under the laws of the State of Washington, and has all requisite corporate power and authority to enter into and to perform its obligations under this Agreement.

12.2 Contractor has the authority to execute this Agreement, to make the representations and warranties set forth herein, and to perform its obligations hereunder.

12.3 This Agreement has been validly executed by an authorized representative of Contractor and constitutes a valid and legally binding and enforceable obligation of Contractor.

12.4 Contractor holds, or will obtain prior to commencing work under this Agreement, such licenses, permits and other authorizations from federal, state and local governmental authorities, or from any applicable industrial or professional certification or licensing bodies, as are necessary for the lawful performance of its obligations under this Agreement, and will maintain such throughout the term of this Agreement.

12.5 Contractor is not in violation of any applicable law, ordinance or regulation the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Agreement. Contractor is not subject to any order or judgment of any court, tribunal or governmental agency which materially and adversely affects its operations or assets in the State of Washington, or its ability to perform its obligations under this Agreement.

12.6 Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

12.7 None of the representations or warranties in this Agreement, and none of the documents, statements, certificates or schedules furnished by Contractor in connection with the performance of the obligations contemplated under this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit a material fact necessary to make the statements of fact contained therein not misleading.

13. **Ownership of Items Produced:** All writings, programs, data, reports, films, recordings, or other materials prepared by Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement, shall be the sole and absolute property of the County. The County will have all rights of ownership therein, including but not limited to the right to use, copyright, trademark, and/or patent, and the ability to transfer any or all ownership rights.

14. **Intellectual Property Infringement:** Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information and/or materials supplied by Contractor infringe any intellectual property rights of any third party(ies). Contractor will pay all costs and damages attributable to any such claims finally awarded against the County in any action. Such defense and payments are conditioned upon the following: (1) Contractor shall be notified promptly in writing by the County of any notice of such claim; and (2) Contractor shall have the right hereunder, at its option and expense, to obtain for the County the right to continue using the information and/or materials that are the subject of such claim, provided no

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reduction in performance or loss results to the County.

15. **Use of County Name and Logo:** Contractor may not use the County's name, logo(s), trademark(s), or other identifying information, or identify the County as a current or former client, on its website or in any marketing or promotional materials without the prior written consent of the County.

16. **Disputes:** Any dispute between the parties arising under or relating to this Agreement shall be resolved informally if possible. However, in the event such a dispute cannot be so resolved, it shall be adjudicated by a dispute board ("Dispute Board") in the following manner: Each party shall appoint one member to the Dispute Board, the members so appointed shall jointly appoint an additional member to the Dispute Board, and the Dispute Board will evaluate the facts, Agreement terms, and all applicable statutes and rules, and make a determination as to the proper resolution of the dispute. Such determination shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, if agreed to in writing by both parties, the parties may forego the option of establishing a Dispute Board to adjudicate the dispute, and instead pursue arbitration, jointly selecting an arbitrator acceptable to both parties. In the event the parties choose to pursue arbitration, the parties agree that: (1) the fees and expenses of the arbitrator shall be shared equally by both parties to this Agreement, (2) each party shall bear its own costs and attorney fees, (3) arbitration shall be conducted according to the commercial arbitration procedures of the American Arbitration Association, and (4) the arbitrator's decision or award shall be final and binding on both parties.

17. **Confidentiality:** Contractor, its employees, agents and volunteers, and any of Contractor's subcontractors and their employees, agents and volunteers, shall maintain the confidentiality of all information provided by the County or acquired by Contractor in performance of this Agreement, except upon the prior written consent of the Kittitas County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately provide the County notice of any judicial proceedings seeking disclosure of such information. Contractor agrees to indemnify, defend and hold harmless the County and its departments, elected and appointed officials, employees, agents and volunteers from all loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision. Notwithstanding the foregoing, and to the extent that any information obtained by the Contractor hereunder is required to be shared with others by the explicit terms of the Scope of Work, this provision shall not be construed as prohibiting such sharing, provided there are no applicable laws or regulations prohibiting same.

18. **Notices:** Written notices required or permitted to be provided by one party to the other party under this Agreement may be provided by personal delivery, legal courier service, or certified mail, postage prepaid and return receipt requested. Notice may be provided by regular first class mail if simultaneous notice is provided by email. Notices given by Contractor shall be provided to the County's point of contact listed on page 1 of this Agreement, at the address there listed, and to the department head of the county department for which services under this Agreement are rendered. Notices given by the County shall be provided to Contractor at Contractor's address listed on page 1 of this Agreement.

19. **Prevailing Wage:** Where labor to be performed under this Agreement is considered "public work" as defined in RCW 39.04.010, Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of work under this Agreement in accordance with RCW 39.12 and the rules and regulations of the Washington State Department of Labor and Industries. The schedule of prevailing wage rates for the applicable locality or localities is determined by the Industrial

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Statistician of the Department of Labor and Industries. It is Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that Contractor is responsible for obtaining and completing all required government forms relating to prevailing wage and submitting same to the proper authorities. Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for in RCW 39.12.060.

20. **Standard of Care:** Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession or industry as Contractor currently practicing or working under similar circumstances. Contractor shall, without additional compensation, correct any of its services not meeting such a standard.

### 21. **Nondiscrimination**

21.1 In the performance of this Agreement, Contractor will not discriminate against any employee or applicant for employment on the grounds of age, race, creed, color, national origin, citizenship or immigration status, sex, sexual orientation, marital status, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination because of such disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without discrimination because of their age, race, creed, color, national origin, citizenship or immigration status, sex, sexual orientation, marital status, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability. Such requirements apply, without limitation, to the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training, including apprenticeships. Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

21.2 Contractor will not discriminate against any recipient of any services or benefits provided for under this Agreement on the grounds of age, race, creed, color, national origin, citizenship or immigration status, sex, sexual orientation, marital status, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability.

21.3 If any assignment and/or subcontracting has been authorized by the County, said assignment or subcontract shall include appropriate safeguards against discrimination.

22. **Waiver:** The waiver of any default or breach of this Agreement, or the failure of a party to enforce any provision hereof or to exercise any right or privilege hereunder, shall not be deemed to waive any prior or subsequent default or breach, the enforcement of any provision hereof, or the exercise of any right or privilege hereunder, unless otherwise stated in a writing, signed by the parties hereto.

23. **Headings:** The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or

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construction of the provisions of such sections or paragraphs.

24. **Survival:** The provisions of paragraphs 2, 3, 4, 6, 8, 9, 10, 13, 14, 15, 16, 17, 19, 20, 22, 24, and 28 of these General Terms and Conditions shall survive the completion, expiration, termination or cancellation of this Agreement for any reason.

25. **Complete Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, understandings, negotiations and discussions, oral or written, express or implied, regarding the work to be performed hereunder. The parties agree that no other representations, inducements, promises, agreements, or warranties relating to this Agreement, oral or otherwise, have been made between the parties. Except as provided elsewhere in this Agreement, no modification or waiver of this Agreement shall be valid or binding unless in writing and signed by the parties.

26. **Severability:** If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared to be severable.

27. **Time:** Time is of the essence in the performance of this Agreement unless otherwise agreed between the parties in a signed writing.

28. **Construction:** This Agreement has been mutually reviewed and negotiated by the parties, and should not be construed against the drafter.

29. **Agreement Not for Benefit of Third Parties:** This Agreement is entered into solely for the benefit of the parties hereto and vests no rights in, nor is it enforceable by, any third parties.



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must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- 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), and 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.

**Caution:** If you don't 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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**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 their 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 their 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, but are not limited to, 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, as described in item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).

# Request for Qualifications Employment and Day Program Services

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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

- **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 for 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 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

- **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. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner 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. 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, enter it on line 2.

### Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	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 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### 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 on 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).

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- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, 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 territory.
- 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 as defined under section 581.
- 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.

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.

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

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

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

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

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

## 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 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/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

# Request for Qualifications Employment and Day Program Services

## 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), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

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

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

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

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

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

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

# Request for Qualifications

## Employment and Day Program Services

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 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

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

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

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

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

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

