# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Grant Application; National Association of County

**Action Requested:** County Manager Signature

**Parties to the Agreement:** NACHHO

**Term Begins:** 1/26/2021 **Term Ends:** 12/31/2021 **Grant Contract #:**

**Summary:**

NACHHO has awarded HHS this grant and needs 4 preliminary documents to be submitted before issuing a contract.

**Fiscal Impact:**

**Submitted by:** Ariel Tidwell **Submitter's Email Address:** atidwell@gunnisoncounty.org

**Finance Review:** (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 1/7/2021

**County Attorney Review:** (●) Required ( ) Not Required

Comments:

Reveiwed by: Discharge Date: 1/7/2021 Certificate of Insurance Required Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/8/2021

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 1/12/2021

*Revised April 2015*

## CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

By my signature I attest that Gunnison County has not been debarred or suspended pursuant to 2 CFR 200 SUBPART C (200.208) and will not subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689 "Debarment and Suspension" and 2 CFR 180.

| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |
|---|---|
| ORGANIZATION<br>Gunnison County | DATE SIGNED |

# FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
## Data Collection Form

The Office of Management and Budget (OMB) has created a searchable, no-cost-publicly accessible website that includes the following information for each new federal award and/or first tier subawards equal to or greater than $25,000. As of October 1, 2010, recipients of federal grants and contracts must comply with subrecipient reporting requirements under the Federal Funding Accountability and Transparency Act (P.L. 109-282).

NACCHO, as a recipient of federal funding, is required to collect the information below and input this information into the FFATA website (www.fsrs.gov).

Please complete the information requested below and submit this form to:

Ade Hutapea, LL.M., CFCM
Lead Contracts Administrator
National Association of County & City Health Officials
1201 (I) Eye Street NW 4th Fl., Washington, DC 20005
Direct Line: (202) 507-4272
Email: ahutapea@naccho.org
www.naccho.org

Please answer the following questions:

1. Is the total value of this contract (including any option periods) expected to exceed $25,000.00?

   ◉ Yes ○ No

2. If you answered Yes to Question 1, in the previous tax year, was your gross income from all sources greater than or equal to $300,000? (If you answered No to Question 1, you do not need to complete the remainder of this information request).

   ○ Yes ◉ No

3. If you answered Yes to Question 1 and 2, please provide the following information below:

Name of Entity: Gunnison County

Address of Entity: 200 E. Virginia Ave, Gunnison, CO 81230

Congressional District of Entity Location: _____

Unique Identifier (DUNS #): 133115220

CCR/Cage Code #: _____ Applicable NAICS Code_____

Award Title Describing Purpose: COVID 19 Workforce Capacity Project

Amount of Award: $34,959

# FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
## Data Collection Form

Funding Agency: NACCHO _____ CFDA #: _____

Treasury account symbol (TAS) as reported in FPDS _____

4. If you answered Yes to Questions 1 and 2, is 80% or more of your annual gross revenues from federal contracts, subcontracts, loans, grants, subcontracts and cooperative agreements?

   ○ Yes ◉ No

5. If you answered Yes to Question 4, do you have $25,000,000 or more in annual gross revenues from Federal contracts, subcontracts, loans, grants, sub-grants, and cooperative agreements?

   ○ Yes ◉ No

6. If you answered Yes to Questions 4 and 5, is information about the compensation of Subcontractor executives available publicly through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or Section 6104 of the Internal Revenue Code of 1986? If Yes, please provide copies of the public filings providing such information.

   If no, please provide the following information below: Names and total compensation of each of the five (5) most highly compensated executives for Subcontractor's preceding fiscal year. Total compensation includes salary and bonus, awards of stock, stock options and stock appreciation rights, earnings for services under non-equity incentive plans, change in pension value, above-market earnings on deferred compensation which is not tax-qualified, and other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of employee, perquisites or property) for the executive exceeds $10,000. For more information, please see 17 CFR 229.402(c)(2).

   Names and total compensation of the five highest compensated officers of the entity:

| | NAME | COMPENSATION |
|---|---|---|
| 1. | NA | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
Data Collection Form

**Certification**

**I certify, on behalf of Subcontractor/ Consultant that the information provided in response to this Information Request is complete and accurate. I further certify that I have the authority to provide the requested information and execute this certification on behalf of Subcontractor. Last, I certify that Subcontractor has been notified and is aware that the information provided in response to this Information Request will be made public.**

_____
Signature

_____
Name printed

_____
Title

_____
Date

# BUDGET GUIDELINES

Applicants must provide the following three elements as part of the budget submission:

A. Summary Budget
B. Detailed Line Item Budget (Direct and Indirect Costs)
C. Budget Narrative

**Summary Budget** **(Template on Tab 2, autofills from Tab 3 "Detailed Budget")**

**Detailed Line Item Budget** **(Template on Tab 3)**

Applicants must provide a detailed line-item budget (in Microsoft Excel or similar spreadsheet format) outlining specific cost requirements within each of the summary budget categories.

- The budget should be for the entire project period. Selected applicants may be be asked to provide a month-by-month projection post-award.
- All line items must be described in the budget narrative.

**Budget Narrative**

Include a budget narrative (preferably in Microsoft Word format) to explain each line-item and how the amounts were derived.

Personnel – Identify staffing requirements by each position title and brief description of duties. List annual salary of each position, percentage of time and number of months devoted to project (e.g., Administrative Director: $30,000/year x 25% x 8.5 months; calculation: $30,000/12 = $2,500 x 25% x 8.5 months = $5,312). Please include relevant monitoring and evaluation staff. For any position which is currently unfilled the applicant should describe their plan for filling the role within the first 12 weeks of project start. This description could include reassignment of current staff or expedited hiring practices utilized by the department.

Fringe Benefits - State benefit costs separately from salary costs and explain how benefits are computed for each category of employee - specify type and rate.

Travel - Staff and participant travel, and per diem/maintenance: includes lodging, meals and incidentals.

Equipment –provide justification for any equipment purchase/rental.

Supplies - list items separately using unit costs (and the percentage of each unit cost being charged to the grant) for photocopying, postage, telephone/fax, printing, and office supplies (e.g., Telephone: $50/month x 50% = $25/month x 12 months).

Contractual – For each subgrant/contract please provide a detailed line item breakdown explaining specific services. This may also include consultants to conduct monitoring and evaluation for the project. For any consultant or sub-contractor the applicant has already identified please provide specific names and brief description of any existing relationship between contractor and the applicant. If the applicant intends to select contractor/subgrantee through a competitive process please describe how this process can expedited by the applicant. Due to the short timeline of this award it is essential that an awardee demonstrate ability to draw down grant funds by the deadline.

Other Direct Costs - these will vary depending on the nature of the project. This may include activities, monitoring and evaluation (baseline, mid-term review, evaluation, etc.), office rent, etc. Justify each in the budget narrative.

**Summary Budget**

*Gunnison County Health and Human Services*

*COVID 19 Workforce Capacity Project*

| | | Requested Funds | % Total Budget |
|---|---|---|---|
| **A** | **Personnel** | $ 20,084.00 | 0% |
| **B** | **Fringe Benefits** | $ 9,474.00 | 0% |
| **C** | **Travel** | $ - | 0% |
| **D** | **Equipment** | $ 908.00 | 0% |
| **E** | **Supplies** | $ 200.00 | 0% |
| **F** | **Contractual** | $ - | 0% |
| **H** | **Other:** | $ - | 0% |
| **I** | **Other:** | $ - | 0% |
| **J** | **Total Indirect costs** | $ 4,293.00 | 0% |
| **K** | **Total Project Cost** | **34,959.00** | |

* line item amounts auto-fill from "Detailed Budget Template" tab

**LINE-ITEM BUDGET**

*Gunnison County Health and Human Services*

*COVID 19 Workforce Capacity Project*

| Line Items | Requested Amount | Cost Justification |
|---|---|---|
| **Personnel (Name)** | | |
| Mary Kunes | $ 13,252.00 | Monthly Salary $5,238 x 11 months x 23% = $11,523 |
| Ashely Akerlund | $ 6,832.00 | Monthly Salary $6,211 x 11 months x 10% = $6,832 |
| | $ - | |
| | $ - | |
| **Personnel Subtotal** | **$ 20,084.00** | |
| | | |
| **Fringe Benefits (X%)** | **$ 9,474.00** | **Fringe includes medical, dental, retirement, workers comp** |
| **Travel** | | |
| | $ - | |
| | $ - | |
| | $ - | |
| | $ - | |
| | $ - | |
| | $ - | |
| **Travel Subtotal** | **$ -** | |
| **Equipment** | | |
| **Computer Equipment** | $ 908.00 | Monthly cost $250 x 11 months x 33% |
| | $ - | |
| | $ - | |
| | $ - | |
| **Equipment Subtotal** | **$ 908.00** | |
| **Supplies** | | |
| Office Supplies | $ 100.00 | Office Supplies, pens, paper, laminating sheets |
| Meeting Supplies | $ 100.00 | Quarterly Planning meeting $25/meeting x 4 = $100 |
| | $ - | |
| | $ - | |
| | $ - | |
| **Supplies Subtotal** | **$ 200.00** | |
| **Contractual Costs** | | |
| | $ - | |
| | $ - | |
| | $ - | |
| | $ - | |
| | **$ -** | |
| **Contractual Subtotal** | **$ -** | |
| **Other** | | |
| | $ - | |
| | $ - | |

| | | | |
|---|---|---|---|
| | $ - | | |
| | $ - | | |
| **Other Subtotal:** | **$ -** | | |
| **Other** | | | |
| | **$ -** | | |
| | **$ -** | | |
| | **$ -** | | |
| | **$ -** | | |
| **Other Subtotal:** | **$ -** | | |
| **Subtotals of Direct costs** | **$ 30,666.00** | | |
| **Indirect (14%)** | $ 4,293.00 | | |
| **Grand Total** | **$ 34,959.00** | | |

## Application: Building Workforce Capacity of Rural/Frontier Local Health Departments to Respond to COVID-19

Instructions: APPLICATIONS MUST BE SUBMITTED THROUGH THE ONLINE SYSTEM. COMPLETE THIS FORM IN ITS ENTIRETY AND UPLOAD YOUR ANSWERS, WHEN PROMPTED, IN THE ONLINE SYSTEM, AVAILABLE AT: https://naccho.co1.qualtrics.com/jfe/form/SV_2gZmE1E3mLsG1P7. **Applications are due by 11:59PM ET on Monday, December 7, 2020.**

Please note that responses are automatically saved each time the respondent progresses a page within the application and the responses themselves are limited to the word counts indicated. If you are having issues accessing the online application, please contact preparedness@naccho.org for other submission options. Additionally, send your completed budget template (attached here) to preparedness@naccho.org. Incomplete applications or applications received after the deadline will not be considered.

| **A. CONTACT INFORMATION** | | |
|---|---|---|
| **Local Health Department Name: Gunnison County Health and Human Services (HHS)** | | |
| **Street Address:220 N. Spruce St** | | |
| **City: Gunnison** | **State/Territory: CO** | **Zip Code: 81230** |
| Approximate population size served by LHD (number): 17,000 | 17000 individuals | |
| Primary type of population served by LHD (*select all that apply*): | X Frontier (RUCA 10)<br>X Rural (RUCA 4-9) | LHD Address RUCA Code 7<br>**Gunnison County Health and Human Services, 220 N. Spruce St, Gunnison CO 81230** |
| ZIP codes in the LHD's jurisdiction (please list all, separating each with a comma) | 81210, 81230, 81224, 81225, 81231, 81237, 81239, 81241, 81243, 81434 | |
| Current number of staff: 44 | **40** full-time equivalents (FTEs) (all staff)<br>**35** **non-clinical** full-time equivalents (FTEs) | |
| **Lead project contact** (*agency-designated project contact for all matters pertaining to the project):*<br>Name, Title **Ariel Tidwell, Clinical Services Supervisor**<br>Email: **atidwell@gunnisoncounty.org**<br>**Phone 970-641-7952** | | |
| **Lead finance contact** (*agency-designated finance contact for all matters pertaining to processing contracts and invoices):*<br>Name, Title **Jody Wise, Accountant**<br>Email **jwise@gunnisoncounty.org**<br>Phone **970-641-7679** | | |
| In the last 24 months (November 2018 – November 2020) has your LHD received any grant funding from NACCHO? *(Note: this information is for tracking purposes and has no bearing on review and selection.)* | ☐ Yes<br>☒ No | |

| | |
|---|---|
| If yes, provide a general description, dates and approximate amount of each separate grant funding received. | |
| **B. CONTRACTING INFORMATION** | |
| **Selected LHDs will enter into a contract with NACCHO to complete the deliverable(s) selected as part of this application. To expedite the contracting process for selected sites, agreement with NACCHO standard contract terms and conditions, found here, is a requirement for application. No modifications will be made. The information below will help to begin the contracting process immediately upon selection.** | |
| The LHD (or entity that will be contracting with NACCHO, e.g., city government), including any relevant financial or legal offices, has read NACCHO's standard contract language and would be able to enter into a contract without making modifications to the terms and conditions. | ☐ Yes<br>☒ No |
| The LHD (or contracting entity) will be able to sign and return a contract to NACCHO within 30 calendar days of receipt. | ☒ Yes<br>☐ No |
| If you selected 'No' to either of the above, please explain. | Gunnison County Finance and Attorney's offices will review the contract as soon as possible. We anticipate it to be acceptable. |
| **C. CURRENT COVID-19 WORKFORCE ACTIVITIES** | |

***C.1.*** *Describe your recent/current COVID-19 contact tracing and testing, and vaccine administration activities.* ***(Max 300 Words)***

Case Investigation, Contact Tracing and testing: Gunnison County HHS has been putting enormous effort into case investigation, contact tracing and case investigation. Every case is investigated within 24 hours of result to identify areas of risk for the community, potential outbreaks and isolation procedures for the case. Contacts of the positive case are notified and scheduled for testing, as well as put in quarantine within 48 hours of the result. This effort takes a significant amount of time. It takes one experienced nurse 8 hours to investigate 10 cases including reaching out to all their contacts. Gunnison County partners with the hospital to do testing and the current goal is at least 20 tests offered per day. Testing includes people tested for illness, contacts, and surgery. We offer rapid PCR tests and send out PCR tests (processed by Mayo or Curative labs). Our goal is to expand testing capacity for any person who wants to be tested. A mass testing site is planned for the middle of December that would be open for any person to be tested.

Vaccine Administration: We are in the planning stages for vaccine administration and have participated in state planning grants. We have purchased supplies and are holding local planning meetings, anticipating being a regional redistribution point for the western slope of Colorado. We have ultracold freezers in place. We have 4 coolers with the ability to lock for security. We're planning for real time data entry into Colorado's Immunization Information System (CIIS). We are preparing a location for a closed Point of Distribution (POD) clinic and are completing the final planning for local vaccine administration for Phase I.

***C.2.*** *Describe your efforts to ensure adequate staffing and to train your workforce to engage in COVID-19 contact tracing and testing, and vaccine administration activities. Please include information on workforce structure, hiring processes (including for contact tracers), and all virtual and in-person training activities.* ***(Max 300 Words)***

Staffing: Gunnison County has hired additional staff including: Public Health nurses, including one Clinical Nurse Manager, administrative, health educator and increased several other part-time staff member's hours to respond to COVID. For nurses, we (ideally) have a minimum of two COVID designated RNs per day, Monday through Friday. It would be better to have three nurses, especially during surges in cases. We have one nurse on call on the

weekend to call positive cases and their contacts. We also have health educators and administrative staff working on COVID 19 response. They manage data, education, technology, supply ordering to support these activities. The hospital has expanded staffing to meet testing needs and is the primary agency for testing, though Gunnison County HHS staff have offered testing as needed.

Training: This occurs online and onsite. Online is via the State of Colorado system, Dr. Justina. Onsite we offer educational updates via email and clinical meetings weekly. We also do in person, "watch one, do one, teach one", often called "over the shoulder" training for clinical staff. This includes vaccine administration as well as case investigation and testing. We are also training volunteer contact tracers and case investigators with online Zoom trainings. They also do Dr. Justina training. This starts with weekly trainings as they are onboarded.

Vaccine administration training is in development including recruitment and training for additional data entry within the CIIS, vaccine clinic support and vaccine administration with community provider support.

**D. COVID-19 WORKFORCE CHALLENGES**

Please describe challenges that you have encountered in your COVID-19 response that affect your workforce capacity and ability to implement COVID-19 programs and initiatives. ***(Max 400 Words)***

Hiring new workforce is challenging and putting systems into place to be both effective and efficient while responding to an emergency is also difficult. Quality and consistency with novice workers is very problematic. There are many different aspects that need to be managed consistently (e.g. case investigations, contact tracing, vaccination) ongoing. There are rapidly changing documentation standards, as well as changing of guidance and standards on quarantine and isolation. Double documentation is also a challenge, as we are tracking data locally as well as reporting to the state.

Onboarding and training enough people is time intensive in a normal time. During COVID, we add to that the challenge of a changing situation weekly. Surges in the number of cases means that we need to quickly reassign people to tasks based on what's necessary in the moment. Sometimes there is a surge and nurses are needed for a duty they haven't had to do in a month. It's difficult for them to stay up to date on skills they don't need every day. Our nurses and other staff are being pulled from other duties that they still are responsible for. Other challenges related to training:

- Data entry related to contact tracing and case investigation into our local database is also a challenge. There is often human error with so much data to manage.
- Not being able to meet in person for training, especially with the use of volunteers.
- Getting enough people trained to do testing who are willing to do it.

**E. CATEGORY OF WORK**

Please select the category/ies of work on which you will focus your workforce capacity building activities. (Select one or both.)

We would choose both categories.

- Contact tracing and testing
- Vaccine administration

**F. TECHNICAL ASSISTANCE NEEDS**

NACCHO wants to support the ability of rural and frontier health departments working on COVID-19 to build their workforce capacity to conduct contact tracing and testing, and to administer vaccinations. Please select **up to three (3)** priority training and technical assistance (TTA) areas that would be most useful to assist in the implementation

of action plan activities. In the space below each selected area, please provide additional details about your workforce needs, capacity and capabilities, which may include staffing, training, and retention, among others. ***(Max 200 words)***

- **Technical Training**: Knowledge and skill development in technical areas related to contact tracing and testing and vaccine administration that will assist frontline staff to implement these activities.
  - please provide additional details about your workforce needs, capacity and capabilities, which may include staffing, training, and retention, among others Our LPHA has hired several new staff (clinical and non-clinical) to respond to COVID 19, which increased our capacity quickly. There is good capability, however training and delegation of duties to other staff is a need. We need help developing a good onboarding system and clear understanding of roles a nd responsibilities. As vaccine distribution is added to the duties on top of case investigation, contact tracing and testing, our staff will be strained to keep up, especially if cases continue to surge.
- **Health Equity**: An increased understanding of health equity principles and how they relate to and can be incorporated into emergency preparedness activities.
- **Public Communications**: A focus on engaging with the community in a meaningful way that builds trust and understanding of COVID-19 response activities.
  - please provide additional details about your workforce needs, capacity and capabilities, which may include staffing, training, and retention, among others We have a Public Information Officer who is doing an excellent job communicating with the public in general. However we struggle with tailored messages to priority populations such as Spanish speakers and other specific populations. We have a Spanish speaking Multicultural Resource Coordinator who is helping to link individuals to resources, but again the public education part of this is lacking.
- **Public Health Authorities**: Insights on how to utilize authorities available to public health during emergencies that expedite administrative processes and procedures, streamline procurement and personnel actions, and support the implementation of protective health measures.
- **Emergency Procurement**: Understand how to recognize procurement capacity and capability to become better able to efficiently respond to public health emergencies.
- **Emergency Reporting Practices**: Determine how to streamline policies and procedures focused on public health data reporting processes.
  - please provide additional details about your workforce needs, capacity and capabilities, which may include staffing, training, and retention, among others
- **Other**: Other COVID workforce topics not listed above (indicated by applicant).

**G. PROJECT PARTNERSHIPS**

List the key organizations you anticipate participating in this project and briefly describe their role(s). ***(Max 200 Words)***

Gunnison Valley Health is our local hospital system. This organization has been providing leadership for testing and assistance with vaccine distribution. A GVH Staff person has been servings as the Operations Chief and another as Co-Incident Commander for the COVID 19 response in close partnership with HHS.

Hispanic Affairs Project (HAP) and Immigrantes Unidos have both been partners in the communication efforts aimed at the Spanish speaking community. They have helped us host Facebook live events in Spanish related to COVID 19 and we see that continuing.

**H. PROPOSED PROJECT ACTIVITIES**

H.1. What are your initial proposed activities (subject to change following awards)? What do you plan to do with this funding? ***(Max 200 Words)***

**Activity #1 Improve training on case investigation, contact tracing and vaccine administration**

**1a) Assess current training needs. 1b) Participate in technical assistance 1c) Develop comprehensive training plan. 1d) Ongoing quality assurance/peer review for consistency. We will improve internal systems to assign training responsibilities to other staff. Goal: Meaningful, Timely, Useful, Succinct, Consistent training system for nurses, volunteers, internal staff.**

**Activity #2 Improve public education, especially aimed at priority populations, such as Spanish speakers and low-income people. 2a) Assess current strengths and weaknesses of communication efforts with priority populations. 2b) Increase training opportunities for health educators and HHS Public Information Officer. 2c) Develop Public Communication Plan aimed at priority populations.**

**Activity #3 Streamline policies and procedures focused on public health data reporting processes. 3a) Assess current policies and procedures. 3b) Participate in technical assistance activities related to data 3c) Develop streamlined plan related to data reporting processes**

H.2. How will you ensure sustainability of capacities built through this grant's activities? ***(Max 100 Words)***

**The activities of this grant will result in more staff being well trained and understanding roles and responsibilities. These changes to the system will have long term affect outlasting the time of this grant. Investing in our workforce through training and developing effective procedures and policies will create a better functioning system.**

H.3. How do you anticipate that these activities will address health disparities within your population? ***(Max 100 Words)***

There will be a direct effect by having better communications in place for priority populations, which will mean more people disparately affected by COVID 19 will be seeking testing, participating in contact tracing, and preventing the spread of the disease. Also through staff who have more time, the ability to offer clients good information on resources will be improved. Currently staff doing case investigation and contact tracing provide information on community resources. However with a better system, this will free up more time to be spent helping people with health disparities access the resources necessary to isolate, access testing, and prevent spread of disease.

## Submission Information

**Timeline (subject to change)**

- *November 3, 2020*: RFA released
- *November 10, 2020 1:00PM EST*: Informational webinar (link to webinar page)
- *November 30, 2020, 11:59PM EST*: Deadline for submission of grant applications
- *Approximately December 18, 2020*: Anticipated notice of award announced
- *January 2021*: Contract period commences
- *November 12, 2021*: Final action plan, sustainability plan, and progress report due

**Applicant Questions and Guidance**

*NACCHO will support interested applicants to offer guidance and address specific questions about the RFA. Interested parties should attend the* ***November 10, 2020*** *informational webinar and/or review the FAQ document produced after the webinar is held. The webinar's recording will be posted to the Public Health Preparedness page.*

**Funding and Disclaimer Notices**

This project is supported by a grant from the Centers for Disease Control and Prevention (CDC-RFA-OT18-18020202SUPP20). CDC does not endorse any particular product, service, or enterprise. Views expressed in related products do not necessarily reflect those of CDC, Health and Human Services.

This RFA is not binding on NACCHO, nor does it constitute a contractual offer. Without limiting the foregoing, NACCHO reserves the right, in its sole discretion, to reject any or all proposals; to modify, supplement, or cancel the RFA; to waive any deviation from the RFA; to negotiate regarding any proposal; and to negotiate final terms and conditions that may differ from those stated in the RFA. Under no circumstances shall NACCHO be liable for any costs incurred by any person in connection with the preparation and submission of a response to this RFA.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
GUNNISON COUNTY

2 Business name/disregarded entity name, if different from above

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

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ Government

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 3

Exemption from FATCA reporting code (if any)

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.
200 E. VIRGINIA AVENUE

Requester's name and address (optional)

6 City, state, and ZIP code
GUNNISON, CO 81230

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**
☐☐☐ – ☐☐ – ☐☐☐☐

**or**

**Employer identification number**
8 4 – 6 0 0 0 7 7 0

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here** Signature of U.S. person ▶ Ashley Kechter Date ▶ 6/13/19

# General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

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

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

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

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

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships,* earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

# Specific Instructions

## Line 1

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

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

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

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

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

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

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

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

## Line 2

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

## Line 3

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

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

## Line 4, Exemptions

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

**Exempt payee code.**

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

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

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

## Line 5

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

## Line 6

Enter your city, state, and ZIP code.

# Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

# Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account[1] |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity[4] |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

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

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

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

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

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

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

## Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

## Privacy Act Notice

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

*STAFF TEMPLATE - Use this for Consultants/Professional Services Members.*
*UPDATED June 8, 2017*

**NACCHO CONTRACT # 2020- _ _ _ _ _ _**

# CONTRACTOR AGREEMENT

This Contractor Agreement is entered into, effective as of the date of the later signature indicated below, by and between the **National Association of County and City Health Officials** (hereinafter referred to as "NACCHO"), with its principal place of business at 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005, and *[insert name of Contractor]* (hereinafter referred to as "Contractor"), with its principal place of business at *[insert mailing address of Contractor].*

WHEREAS, NACCHO wishes to hire Contractor to provide certain goods and/or services to NACCHO;

WHEREAS, Contractor wishes to provide such goods and/or services to NACCHO;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

## ARTICLE I: SPECIAL PROVISIONS

1. PURPOSE OF AGREEMENT: Contractor agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of ____ GRANT # ___, CFDA # ____, as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Contractor shall act at all times in a professional manner consistent with the standards of the industry.

2. TERM OF AGREEMENT: The term of the Agreement shall begin on (*insert date*) and shall continue in effect until (insert date), unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.

3. PAYMENT FOR SERVICES: In consideration for professional services to be performed, NACCHO agrees to pay Contractor an amount not to exceed $ #####.00 (*enter amount to be paid, either as a flat rate or hourly rate. You should also insert here the time schedule on which the consultant will be paid.* All payments will be made within 30 days of receipt of invoice(s) from Contractor and following approval by NACCHO for approved services, as outlined on Attachment I. Three invoices must be submitted as follows:

| Invoice No. | Amount | Deliverable | Due date |
|---|---|---|---|
| Invoice I | | | |
| Invoice II | | | |
| Invoice III | | | |

*(insert time increment). (May be "monthly" or after completion of specific activities, etc. The fewer payment invoices to process the better and the more you can pay later the better!)*.

NACCHO award number must be included on all invoices. Unless otherwise expressly stated in this Agreement, all amounts specified in, and all payments to be made under, this Agreement shall be in United States Dollars. The parties agree that payment method shall be made by check, via postage-paid first class mail, at the address for *the giving of notices as set forth in Section 23* of this Agreement. Any changes of payment method would require a modification signed by both parties. The final invoice must be received by NACCHO no later than 15 days after the end date of the Agreement. Contractor will be given an opportunity to revise as needed but the final revised invoice must be received no later than 30 days after the end date of the Agreement. NACCHO will not accept any invoices past 30 days of the end date of the Agreement.

## ARTICLE II: GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR: Contractor shall act as an independent contractor, and Contractor shall not be entitled to any benefits to which NACCHO employees may be entitled.

2. PAYMENT OF TAXES AND OTHER LEVIES: Contractor shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.

3. LIABILITY: All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this agreement shall be the responsibility of the Contractor, and not the responsibility of NACCHO, if the liability, loss, or damage is caused by, or arises out of, the actions of failure to act on the part of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor.

   All liability to third parties, loss, or damage as result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by NACCHO in the performance of this agreement shall be the responsibility of NACCHO, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any NACCHO employee.

   In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Contractor and NACCHO in relation to each party's responsibilities under these joint activities.

4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.

5. ASSIGNMENT: Without prior written consent of NACCHO, Contractor may not assign this

Agreement nor delegate any duties herein.

6. CONTINGENCY CLAUSE: This Agreement is subject to the terms of any agreement between NACCHO and its Primary Funder and in particular may be terminated by NACCHO without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NACCHO under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NACCHO.

7. INTERFERING CONDITIONS: Contractor shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Agreement.

8. OWNERSHIP OF MATERIALS: Contractor hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Contractor pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Contractor shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Contractor understands and agrees that Contractor shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Contractor represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the Federal funding agency.

9. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Contractor, the Chief Executive Officer of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Contractor and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.

10. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Contractor for services rendered through the date of termination.

11. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.

12. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.

13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law's provisions).

14. ADDITIONAL FUNDING: Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.

15. REMEDIES FOR MISTAKES: If work that is prepared by the Contractor contains errors or misinformation, the Contractor will correct error(s) within five business days. The Contractor will not charge NACCHO for the time it takes to rectify the situation.

16. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Contractor's use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards), and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), It is the Contractor's responsibility to understand and comply with all requirements set forth therein.

17. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to 2 CFR 200 Subpart D , Contractor will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

18. DEBARRED OR SUSPENDED CONTRACTORS: Pursuant to 2 CFR 200 Subpart C, Contractor will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."

19. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E,

Contractor will certify to NACCHO using the required form that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to 2 CFR 200 Subpart F , Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

21. WHISTLEBLOWER PROTECTION: Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing."

22. EXECUTION AND DELIVERY: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.

23. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:

National Association of County and City Health Officials
Attn: _____
[Name of Program Staff]
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) _____
Fax (202) 783-1583
Email: _____@naccho.org

With a copy to:
National Association of County and City Health Officials
Attn: Ade Hutapea, LL.M., CFCM
Lead Contracts Administrator
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) 507-4272
Fax (202) 783-1583
Email: ahutapea@naccho.org

FOR CONTRACTOR:

*(Name and address of Contractor's Contract Officer or Designee, including telephone and fax.)*

IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for and on behalf of, the respective parties.

AGREED AND ACCEPTED AS ABOVE:

**NACCHO:**

By: _____

Name: Jerome Chester

Title: Chief Financial Officer

Date: _____

**CONTRACTOR:**

By: _____

Name: _____

Title: _____

Date: _____

Federal Tax ID No.:
DUNS No.:_____

**NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS**

**CONTRACTOR AGREEMENT – ATTACHMENT I**

SCOPE OF WORK

# Vendor Information Form

**Organization**

Official Name of Organization: Gunnison County

EIN Number: 84-6000770

DUNS Number: 133115220

Street Address: 200 E. Virginia Ave

City: Gunnison State: CO Zip: 81230

**Primary Contact**

Name: Ariel Tidwell

Title: Clinical Manager

Organization: Gunnison County

Address (if different from above):

Telephone: 970-641-7952

Email: atidwell@gunnisoncounty.org

Fax:

**Person to Receive Contract from NACCHO for Signature**

Name: Joni Reynolds

Email Address: jreynolds@gunnisoncounty.org

**Authorized Signer for Contract**

Name: Matthew Birnie

Title: Gunnison County Manager

Organization: Gunnison County

Address (if different from above):

Telephone: 970-641-7602

Email Address: mbirnie@gunnisoncounty.org

**Accounts Payable Information**

Name (Attn): Allison Jones

Address (if different from above):

Telephone: 970-641-7680

Email Address: ajones@gunnisoncounty.org