Montana Cancer Control Program
Provider Enrollment Application

Please type or print the requested information as completely as possible. If any field is not applicable, please enter N/A. If you need extra space to answer any question, please attach an additional page.

Provider Name: _____ ***or*** Clinic Name: _____

Board Certified (Y/N) ____ Certification Date ____/____/____ # _____ Medicare Participating: (Y/N) _____

Phone # (_____) _____ Fax # (_____) _____

Street Address: _____ City: _____State: _____ ZIP: _____

Mailing Address (if different): _____ Contact Person: _____

E-mail: _____ County: _____ Federal Tax ID #: _____

Payment Mailing Information *(Complete only if different than provider information above)*:

Name of office where check is to be sent: _____

Phone #: _____ Fax #: _____ E-mail: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Contact Person: _____

Provider Credentials

Montana providers must complete all required information below. Out-of-state providers must also attach copies of all required certifications.

_____Provider License Number - required for all practitioners and non-practitioner entities.
Physician Assistants list the name of supervising MD and include his/her license: _____

_____CLIA (Clinical Laboratory Improvement Act-) - required of all laboratories.

_____MQSA (FDA- Mammography Quality Standards Act) - required of all radiology facilities.

_____Insurance and/or Medicare Certification Number: _____
required for all practitioners and non-practitioner entities.

PRACTITIONERS

_____
Practitioner Name **Printed**

_____
Practitioner **Signature**

_____
NPI #

Date: _____/_____/_____

ORGANIZATIONS or NON-PRACTITIONER ENTITIES

_____
Authorized Representative Name **Printed**

_____
Title/Position of Authorized Representative **Printed**

_____
Authorized Representative **Signature**

_____
NPI #

Date: _____/_____/_____

PROVIDER AGREEMENT & SIGNATURE

THE PROVIDER CERTIFIES THAT THE INFORMATION PROVIDED ON THIS ENROLLMENT FORM IS, TO THE BEST OF THE PROVIDER'S KNOWLEDGE, TRUE, ACCURATE, AND COMPLETE AND THAT THE PROVIDER HAS READ THIS ENTIRE FORM BEFORE SIGNING. IN CONSIDERATION OF PAYMENTS MADE FOR AUTHORIZED SERVICES TO ELIGIBLE CLIENTS, AND IN ACCORDANCE WITH ANY RESTRICTIONS NOTED HEREIN, THE PROVIDER AGREES TO THE FOLLOWING:

The Provider agrees to offer screening and diagnostic services within the Provider's general area of practice, in accordance with the Montana Cancer Control Program (MCCP) Policy and Procedural Manual (the "MCCP manual"), to clients determined eligible by the Department of Public Health and Human Services (the "Department") through its MCCP.

The Provider agrees to comply with Title XV of the Public Health Service Act (42 U.S.C. 201 et seq.); the Breast and Cervical Cancer Mortality Prevention Act of 1990 (Public Law 101-354) and its amendments; the Breast and Cervical Cancer Amendments of 1993 (Public Law 103-183); the Clients' Health Research and Prevention Amendments of 1998 (Public Law 105-340); the program policies and procedures in the MCCP manual; any relevant provisions of applicable state and federal laws and regulations; and the terms of this document. (Note: Copies of the above documents are available upon request from the MCCP.)

Before requesting reimbursement for services provided to an eligible client, the Provider agrees to confirm with reasonable certainty that the client is not covered, completely or partially, for services by other possible first paying sources: private insurance, Medicare, Medicaid, Title X Family Planning, Indian Health Service and other private or public funded programs. If a service is partially covered, the Provider agrees to bill the Department only the portion for which there is no coverage.

The Provider may bill the Department (a) for any service to an eligible client, including those not designated by a CPT code in the MCCP manual; and (b) at a level that is customary and usual for those services. The Department agrees to reimburse the provider only for services with CPT codes and rates outlined in the current MCCP fee schedule, which will be amended at least annually.

The Provider agrees to refrain from charging an eligible client or any member of the client's family for any services billable to that client under the MCCP. The Provider may bill an eligible client for services NOT covered by the MCCP provided that the client understands that the services being provided are not MCCP covered services and agrees in writing to pay for the services prior to their delivery.

The Provider agrees to maintain at its cost, throughout the term of this agreement, primary standard general liability insurance coverage inclusive of bodily injury, personal injury and property damage. The insurance must cover claims as may be caused by any act, omission, or negligence of the Provider, its officials, agents, employees, representatives, assigns or subcontractors. The general liability insurance coverage must be obtained with combined single limits of $1,000,000 per occurrence and $2,000,000 aggregate per year, from an insurer with a Best's Rating of no less than A-.

The Provider agrees to maintain at its cost, throughout the term of this agreement, professional liability insurance coverage against claims for harm to persons that may arise from the professional services provided through this agreement. The insurance must cover claims as may be caused by any act, omission, or negligence of the Provider, its officials, agents, employees, representatives, assigns or subcontractors. The Provider must provide occurrence coverage professional liability insurance with combined single units of $1,000,000 per occurrence and $2,000,000 aggregate per year, from an insurer with a Best's Rating of no less than A-.

The Provider agrees to, in accordance with relevant laws, regulations, and policies, to protect the confidentiality of any material and information concerning an applicant for, or recipient of MCCP services. The Provider agrees to obtain consent from eligible clients prior to releasing screening results to the Department or its representatives; the consent must meet the requirements of Section 50-16-526, Montana Code Annotated (MCA).

The Provider agrees to make and maintain records that fully document the extent, nature and type of services provided to MCCP clients that support the fee charged, or payment sought for the service, and demonstrates compliance with all applicable requirements. All records, documents and correspondence relative to this agreement must be retained for a period of five (5) years after either the date of the last record entry or, if an audit commences during that period, until the audit is completed and resolved, whichever date is later. Failure to retain adequate documentation for services billed may result in recovery of payments for services not adequately documented.

The Provider agrees to provide the United States Department of Health and Human Services, the Department, the Legislative Auditor, or their authorized agents, access to any records, documents, and correspondence necessary to determine compliance with this agreement.

The Provider agrees to comply with those federal requirements and assurances for recipients of federal monies listed in the Department's Certification of Compliance (6-99) (Attachment A) and OMB Standard Form 424B (7-97) (Attachment B), which are applicable to the Provider. The Provider is responsible for determining which requirements and assurances are applicable to the Provider. The Provider shall provide for the compliance of any subcontractors with applicable federal requirements and assurances and any related reporting requirements.

As required by 31 U.S.C. 1352 and 45 CFR 93.100 et seq., the Provider may not use federally appropriated monies to influence or attempt to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal contract, the making of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

The Provider may not use any funds received under this agreement (a) other than for normal and recognized executive-legislative relationships, to fund publicity or propaganda, or the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress, a state legislature, or a local legislative body, except in presentation to the U.S. Congress or a state or local legislative body itself; or (b) to pay the salary or expenses of any grant or contract recipient, or agent acting for the recipient, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress, a state legislature, or a local legislative body.

The Provider assures the Department that the Provider is an independent contractor providing services for the MCCP and that neither the Provider nor any of the Provider's employees are employees of the MCCP under this agreement or any subsequent amendment. The Provider is solely responsible for and shall meet all legal requirements, including payment of all applicable taxes, workers compensation, unemployment and other premiums, deductions, withholdings, overtime and other amounts which may be legally required with respect to the Provider and the employment of all persons providing services under this agreement.

The Provider agrees to indemnify, defend, and hold harmless the State of Montana, its officials, agents, and employees from any breach of this contract by the Provider, from any matters arising from the provision of services by the Provider under the contract, or from the Provider's failure to comply with any federal, state, or local laws, rules, or ordinances applicable to the services to be provided under this contract. This indemnification applies to all claims, obligations, liabilities, costs, attorney's fees, losses, or suits resulting from any acts, errors, omissions or negligence, whether willful or not, of the Provider; the Provider's employees, agents, subcontractors, or assignees; and any other person or entity performing services or providing materials under this contract.

The Provider agrees to comply with the Montana Human Rights Act, the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.), and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).

The Provider may not, on the grounds of race, color, national original, creed, sex, religion, political ideas, marital status, age or disability exclude persons from employment in, deny participation in, deny benefits to, or otherwise subject persons to discrimination under the MCCP or any activity connected with the provision of MCCP services. All hiring done in connection with this agreement must be done on the basis of merit qualifications genuinely related to competent performance of the particular occupational task. The Provider, in accordance with federal Executive Orders 11246 and 11375 and 41 CFR Part 60, must provide for equal employment opportunities in its employment practices.

Either party may terminate this agreement by giving notice in writing to the other party 30 days prior to termination, except that the Department may, by written notice to the Provider, immediately terminate this agreement if the Provider fails to (a) perform any requirement of this agreement or (b) comply with any law, regulation or licensure and certification requirement. The Provider agrees to notify patients in writing of their withdrawal from the program prior to rendering additional services.

Prior to the signing of this agreement, the Provider must complete and submit to the Department: (a) a certificate of coverage for Workers' Compensation insurance or, if appropriate, an independent contractor's exemption; (b) a certificate of insurance indicating compliance with the requisite insurance coverages; (c) the Department's Certification of Compliance (June 1999); and (d) OMB Standard Form 424B (7-97). The Provider must submit a revised form or certification immediately upon any change in circumstances that effect a substantive change in the information or assurances provided through any particular form or certification.

The Provider acknowledges that this enrollment is effective only for the MCCP services noted above. I UNDERSTAND THAT PAYMENT OF CLAIMS WILL BE FROM FEDERAL FUNDS AND THAT ANY FALSIFICATION OR CONCEALMENT OF A MATERIAL FACT MAY BE PROSECUTED UNDER FEDERAL OR STATE LAW.

Please return completed forms to your Administrative Site or mail to:

Montana Medical Billing – MCCP Unit
PO Box 5865
Helena, MT 59604
(406) 227-7065 or 1-888-227-7065

Montana
Cancer Control Programs
Chronic Disease Prevention & Health Promotion Bureau

Department of Public Health & Human Services
Cogswell Building, 1400 Broadway
P.O. Box 202951
Helena, MT 59620-2951

Dear Health Care Provider:

Thank you for your interest in participating in the Montana Cancer Control Programs (MCCP). Please complete the Provider Enrollment Application in the following manner:

1. **Complete and sign the enclosed application.**

   - If the application is for an individual, the individual who will be providing the service must sign it.

   - If the application is for a facility, an individual authorized to enter the facility into a legal contract must sign it.

   - Providers are required to have one enrollment application for each provider and/or facility.
     Example: If you have a group of providers in one clinic, each applicant must complete an MCCP application.

2. If you are an out-of-state provider, please attach all license, certification and insurance information to the application. If you are an in-state provider, please reference your required documentation (you do not need to attach copies) the MCCP will verify your information. You may be required to enclose a photocopy of your Medicare Certification Notice.

3. If you are enrolling to bill for a service you have already provided, all required paperwork must be completed prior to approval. Retroactive enrollment is limited to 30 days from the date services were provided to the date enrollment the application was received. Retroactive enrollment is not guaranteed.

You will be notified in writing of the disposition of your enrollment request. Please do not bill Montana Medical Billing for any MCCP services until you have received approval, effective date, and a provider number.

If you have any questions regarding information required for the fields on the enrollment application, please contact:

Montana Medical Billing
MCCP Unit at (406) 227-7065 or toll free at (888) 227-7065.

CERTIFICATION OF COMPLIANCE WITH CERTAIN REQUIREMENTS
FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES

MONTANA CANCER CONTROL PROGRAM PROVIDERS

(2012)

The Provider, _____, in relation to the performance of services under the proposed enrollment application and agreement, certifies to the Montana Department of Public Health & Human Services the following:

A That the Provider has not acted in collusion with other providers for the purpose of gaining unfair advantages for it or other providers or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.

B. That the Provider, if receiving federal monies, nor any of its employees or a significant subcontractor in the performance of the duties and responsibilities of the proposed contract, are currently suspended, debarred, or otherwise prohibited from entering into a federally funded contract or participating in the performance of a federally funded contract.

That the Provider, if receiving $100,000 or more in federal monies, will submit to the Department the federal form "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions." Copies of the form are available from the Department.

C. That the Provider, if receiving federal monies, will not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying federal and state and local legislative bodies or for any effort to persuade the public to support or oppose legislation.

That the Provider, if receiving $100,000 or more in federal monies, will submit to the Department a certification statement as required by 45 CFR 93.110 and in the format presented in Appendix A to 45 CFR Part 93 certifying that no federal monies have been used in contravention of the lobbying prohibitions. Copies of the form are available from the Department.

That if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with this agreement, the Provider will submit to the Department a disclosure form as required by 45 CFR 93.110 and in the format presented in Appendix B to 45 CFR Part 93, to report those funds. Copies of the form are available from the Department.

D. That the Provider prohibits, as required by federal legal authorities, smoking at any site of federally funded activities that serves youth under the age of 18. This is not applicable to sites funded with

Medicaid monies only or to sites used for inpatient drug or alcohol treatment.

E. That the Provider, if receiving federal monies, maintains drug free environments at its work sites, providing required notices, undertaking affirmative reporting, et al., as required by federal legal authorities.

F. That the Provider, if receiving federal monies, is not delinquent in the repayment of any debt owed to a federal entity.

G. That the Provider, if expending federal monies for research purposes, will comply with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.

H. That the Provider, if receiving $100,000 or more in federal monies, will comply with all applicable standards and policies relating to energy efficiency which are contained in the state energy plan issued in compliance with the federal Energy Policy and Conservation Act.

Not all of these assurances may be pertinent to the Provider's circumstances. This certification form, however, is standardized for general use and signing it is intended to encompass only provisions applicable to the circumstances of the Provider in relation to the federal monies that are being received.

These assurances are in addition to those stated in Standard Form 424B(Rev. 7-97) of the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Provider if the Provider is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, that the Provider may have to provide by certification.

This form, along with OMB Standard Form 424B, are to be provided with original signature to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent purchase and contract files.

Further explanation of several of the requirements certified through this form may be found in the Department's standard Request For Proposal format document, standard contracting policy statement, and standard contract provisions. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for OMB and the General Services Administration.

_____
(Date)

_____
(Name of responsible officer)

_____
(Title of responsible officer

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ☐ Exempt from backup withholding

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number

or

Employer identification number

Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

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. person (including a U.S. resident alien).

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 on page 4.)

Sign Here **Signature of U.S. person ►** **Date ►**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note: *If 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.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (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 recipient 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 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** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

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

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 the instructions below and the separate **Instructions for the Requester of Form W-9.**

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

Name

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

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. 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 the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

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 possession of the United States, or any of their political subdivisions or instrumentalities;

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

5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;

7. A foreign central bank of issue;

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;

10. A real estate investment trust;

11. An entity registered at all times during the tax year under the Investment Company Act of 1940;

12. A common trust fund operated by a bank under section 584(a);

13. A financial institution;

14. A middleman known in the investment community as a nominee or custodian; or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, **1** through **15.**

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for **9**
Broker transactions	Exempt recipients **1** through **13.** Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients **1** through **5**
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients **1** through **7** [2]

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

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

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. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: *See the chart on page 4 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 Social Security Administration office or get this form on-line at **www.ssa.gov/online/ss5.html**. 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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at **www.irs.gov**.

If you are asked to complete Form W-9 but do not have a TIN, 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: *Writing "Applied For" means that you have already applied for a TIN* ***or*** *that you intend to apply for one soon.*

Caution: *A disregarded domestic 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 items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in **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 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), IRA or Archer MSA 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)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. 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,** but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

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

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Costal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, re- gulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED