

ITEM 10



Travis County Commissioners Court Agenda Request

Meeting Date: November 6, 2012

Prepared By/Phone Number: David A. Salazar 854-4107

Elected/Appointed Official/Dept. Head: Sherri E. Fleming,
County Executive for Health and Human Services and Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and Take Appropriate Action to Approve Revenue Contract with Del Valle Independent School District (DVISD) for After School Enrichment Services Provided through the Texas AgriLife Extension Office.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Texas AgriLife Extension Service provides afterschool programming at various locations in Travis County using a combination of money from the General Fund, grant funds and revenue contracts. The programs run four days a week during the school year and focus on science and technology, environmental education, outdoor education and life skills.

STAFF RECOMMENDATIONS:

Staff recommends approval of the renewal of this contract.

ISSUES AND OPPORTUNITIES:

The services provided under this contract are designed to help youth become successful adults and reduce risk taking behaviors that might inhibit their success.

FISCAL IMPACT AND SOURCE OF FUNDING:

This contract would pay the County up to \$42,528 for services through July 31, 2013.

REQUIRED AUTHORIZATIONS:

Mary Etta Gerhardt, Assistant County Attorney

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

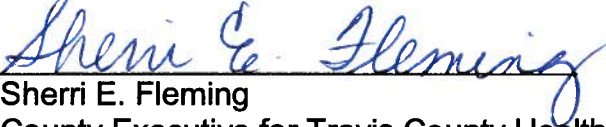


**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
County Executive
for TCHHSVS
(512) 854-4100
Fax (512) 279-1608**

DATE: October 25, 2012

TO: Members of the Commissioners Court

FROM: 
Sherri E. Fleming
County Executive for Travis County Health and Human Services
and Veterans Service

SUBJECT: After-school revenue contract with Dell Valle Independent School District (DVISD)

Proposed Motion:

Consider and take appropriate action to approve a revenue contract with DVISD for after-school enrichment services provided by Travis County through the Texas AgriLife Extension office.

Summary and Staff Recommendations:

The Texas AgriLife Extension Service provides after-school programming at various locations in Travis County. AgriLife uses a combination of General Fund money, grant money and money from revenue contracts to operate these programs which provide hands-on learning experiences that not only help youth become successful adults but also reduce risk-taking behaviors that inhibit success. The programs run four days a week during the school year and focus on science and technology, environmental education, outdoor education, and life skills.

TCHHSVS staff recommends approving this contract.

Budgetary and Fiscal Impact:

The revenue contract with DVISD for the 2012 - 2013 school year is for a maximum of \$42,528.

Issues and Opportunities:

This revenue contract will help Travis County fund the after-school programs. Studies show that students who participate in after-school programs have fewer behavior problems, handle conflict better, show improved social skills and enhanced academic performance.

Background:

The Texas AgriLife Extension Service provides a variety of educational programs for county youth and adults.

Cc: Dolores Sandmann, Director, Texas AgriLife Extension Service
Nicki Riley, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Patty Lennon, Financial Analyst, Travis County Auditor's Office
Mary Gerhardt, Assistant County Attorney
Leslie Browder, Executive Manager, Planning and Budget Office
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Shannon Pleasant, Assistant Purchasing Agent, Travis County Purchasing Office

**PROFESSIONAL SERVICES CONTRACT BETWEEN
DEL VALLE INDEPENDENT SCHOOL DISTRICT AND
TRAVIS COUNTY
FOR AFTERSCHOOL YOUTH ENRICHMENT SERVICES**

This Contract for Afterschool Youth Enrichment Services through the Travis County 4-H Capital Project ("Contract") is entered into by and between Del Valle Independent School District, a local educational agency of the State of Texas ("District"), and Travis County, Texas, a political subdivision of the State of Texas ("County"), referred to collectively as "Parties."

RECITALS

WHEREAS, District seeks to provide services a part of their ACE program for the use and benefit of public education in Texas; and

WHEREAS, County is authorized to provide certain services to qualified youth pursuant to Local Government Code, Section 81.028, and other applicable laws; and seeks to provide Capital 4-H Project enrichment activities to enhance the health and well-being of qualified youth for the public benefit of Travis County; and

WHEREAS, District and County desire to cooperate to provide out-of-school programs for qualified youth, as defined in this Contract.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Contract and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1.0 TERM

1.1 **Initial Contract Term.** The Initial Term of this Contract shall begin on the day all Parties fully execute this Contract and shall continue through July 31, 2013, unless sooner terminated as provided in this Contract.

2.0 COUNTY RESPONSIBILITIES

2.1 **County General Services.** County agrees to provide qualified youth with Capital 4-H Project activities that focus on science, engineering and technology at dates and times upon mutual agreement of the Parties.

2.2 **County Specific Services.** County shall provide, either directly or indirectly through Travis County 4-H Capital Project, the following services:

2.2.1 **4-H Administration:**

Submit one TEA Unit Plan per semester

Submit activity lesson plans in a timely manner

Provide all materials, with the exception of play ground equipment, for lessons and activities

Provide administrative support and training opportunities for instructors

Inform Site Coordinator in the event of an Instructor absence *with as much notice as possible* (preferably 48 hours in advance) and provide name of substitute instructor

Provide written documentation to ACE/21st CCLC Grant Coordinator on each volunteer verifying that a background check has been performed and that person's record has been reviewed and approved

Have in place and abide by a policy prohibiting harassment or discrimination on the basis of race, gender, age, ethnicity, and economic background
Assume all responsibility for compensation or injury of instructors for the duration of this service
Assume all programmatic costs
Pre-arrange billing/invoicing frequency with ACE/21st CCLC Grant Coordinator.

2.2.2 4-H Instructor

Arrive 10 minutes early to afterschool check-in location
Sign in to binder
Record and submit accurate attendance to Site Coordinator
Provide hands-on, engaging educational activities to students
Supervise students during all assigned program hours and settings
Supervise students through transitions and dismissal
Record all incidents on the incident form and all behavior issues on the behavior log
Promptly report all accidents or injuries (minor or serious) to Site Coordinator
Participate in parent/family events and showcases

3.0 **DISTRICT RESPONSIBILITIES**

3.1 **District Responsibilities.** The District assumes the following responsibilities:

Provide access to the open areas, restrooms, and classroom space (as needed) to take advantage of services offered
Pre-arrange activity assignment and schedule in collaboration with Agency
Provide TEA Unit Plan and lesson templates to Agency Manager
Provide a calendar of all program days and events and promptly communicate any changes
Provide classes of no more than 22 students (15 preferred), grouped appropriately according to age, activity, etc.
Provide appropriate location activities
Provide behavior management support and constructive feedback as appropriate
Provide documentation to Agency Manager when Instructor issues arise, including sign-in sheets and dates/times of conversations, issues, etc.
Provide on-site administrative support for ACE Instructors, students, and parents during programming hours
Maintain an open line of communication and availability

3.2 **Program Budget Numbers.** District Program Budget Numbers are:

265-11-6299-64-101-24
265-11-6299-64-107-24
265-11-6299-64-108-24
265-11-6299-64-109-24
265-11-6299-64-110-24
265-11-6299-64-111-24

3.3 **Locations.** Services may be provided at the following locations and under the following terms under this Contract:

3.3.1 Baty Elementary

Dates: November 15, 2012 – May 16, 2013

Days: Mondays, Tuesdays, Wednesdays, and Thursdays

Hours: 2:45 – 5:45 PM

One instructor to lead afterschool educational activities; a substitute if an instructor is unable to come

Materials: All curriculum and program oversight

Fee for Service: \$32/hour x 3 hours/visit x 80 visits = \$7,680.00

3.3.2 Creedmoor Elementary

Dates: November 15, 2012 – May 16, 2013

Days: Mondays, Tuesdays, Wednesdays, and Thursdays

Hours: 2:45 – 5:45 PM

One instructor to lead afterschool educational activities; a substitute if an instructor is unable to come

Materials: All curriculum and program oversight

Fee for Service: \$32/hour x 3 hours/visit x 80 visits = \$7,680.00

3.3.3 Del Valle Elementary

Dates: November 15, 2012 – May 16, 2013

Days: Tuesdays, and Thursdays

Hours: 2:45 – 5:45 PM

One instructor to lead afterschool educational activities; a substitute if an instructor is unable to come

Materials: All curriculum and program oversight

Fee for Service: \$32/hour x 3 hours/visit x 43 visits = \$4,128.00

3.3.4 Hillcrest Elementary

Dates: November 15, 2012 – May 16, 2013

Days: Mondays, Tuesdays, Wednesdays, and Thursdays

Hours: 3:00 – 6:00 PM

One instructor to lead afterschool educational activities; a substitute if an instructor is unable to come

Materials: All curriculum and program oversight

Fee for Service: \$32/hour x 3 hours/visit x 80 visits = \$7,680.00

3.3.5 Hornsby-Dunlap Elementary

Dates: November 15, 2012 – May 16, 2013

Days: Mondays, Tuesdays, Wednesdays, and Thursdays

Hours: 2:45 – 5:45 PM

One instructor to lead afterschool educational activities; a substitute if that teacher is unable to come

Materials: All curriculum and program oversight

Fee for Service: \$32/hour x 3 hours/visit x 80 visits = \$7,680.00

3.3.6 Popham Elementary

Dates: November 15, 2012 – May 16, 2013

Days: Mondays, Tuesdays, Wednesdays, and Thursdays

Hours: 2:45 – 5:45 PM

One instructor to lead afterschool educational activities; a substitute if that teacher is unable to come

Materials: All curriculum and program oversight
Fee for Service: \$32/hour x 3 hours/visit x 80 visits = \$7,680.00

3.4 **District Contact.** The District's agent or contact person for this contract shall be **Edna Parra**. For the performance, satisfactory to the District, of the services described herein above, the District shall pay to Contractor a fee of **\$42,528**. The total amount payable to Contractor by the District pursuant to this contract for consultative service shall in no event exceed the sum of **\$42,528**. The District shall, in addition to consultant fee, reimburse Contractor for travel expenses incurred in the performance of Contractor's duties under this contract and computed in accordance with rates prescribed for employees of the District by regulations in effect at the time such travel and expenses are incurred by Contractor. The travel expense is estimated not to exceed **\$n/a**. All payments due to Contractor shall be made by the District warrant(s) upon submission of District voucher(s) in proper form. Payments will be processed in a period not to exceed fifteen (15) days after certification by the District's contact person. All information, materials, and products developed pursuant to this contract shall be the property of the District, and Contractor shall not assert any claim in law or equity or assert any claim to statutory copyright or patent in such information, materials, and products without the prior written permission of the District.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 **Fee.** District agrees to pay County for the services provided pursuant to the terms of this Contract at a rate of \$32.00 per hour.

4.2 **Maximum Amount.** The amount paid to County by District during the Contract Term will be limited to an amount not to exceed \$42,528.00.

4.3 **Invoicing.** County shall invoice District on a monthly basis for services rendered pursuant to this Contract. Each invoice shall include the following information:

- 4.3.1 Invoice number
- 4.3.2 Location and dates of service
- 4.3.3 Class length for each date (hours per class)
- 4.3.4 Total hours for the month
- 4.3.5 Hourly rate

4.4 **Timely Payment.** The District shall pay County upon receipt of a complete and correct invoice and no later than thirty (30) days from such receipt.

5.0 TERMINATION

5.1 **Termination.** Either Party may terminate this Contract at any time by giving the other Party written notice of such termination at least thirty (30) days before the effective date of termination.

5.2 **Payment.** District agrees to pay County just and equitable compensation for any work completed pursuant to the Contract prior to the date of termination.

6.0 CRIMINAL HISTORY RECORD INFORMATION

6.1 **Definitions.** As used in this Section 5.0, the term "covered employee" shall mean an individual employed by County or an approved consultant of County who has or will have continuing duties on property of the District ("District Property") related to the services to be performed in connection with this Contract and has or will have direct contact with students. The terms "continuing duties" and "direct contact with students" shall have the meanings designated for such terms in 19 Texas Administrative Code, Section 153.1101. The District will be the final arbiter of what constitutes continuing duties and direct contact with students. By way of example, but not

limitation, if an individual employed by County or an approved consultant of County has continuing duties (duties that are performed on a regular, repeated basis rather than infrequently or one time only) related to services to be performed under this Contract and will enter District Property when one or more students are present or provide such services without supervision by a certified educator or other professional District employee, such individual will be a covered employee for purposes of this Section 5.0. County shall, at its sole cost and expense, comply with the provisions of Texas Education Code ("TEC"), Section 22.0834 and the further provisions of this Contract with regard to each covered employee.

6.2 **Criminal History Record.** Prior to the performance of any services under this Contract by County or an approved consultant, County shall obtain with respect to its covered employees and cause each approved consultant under this Contract to obtain with respect to its covered employees, the national criminal history record information (fingerprint-based criminal history) as defined in TEC, Section 22.081, for each such covered employee. County shall not assign or allow any employee or approved consultant who has a disqualifying criminal history to provide services under this Contract. A disqualifying criminal history for this Contract includes a conviction for a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under TEC Section 21.060, which includes but is not limited to the offenses listed in 19 Texas Administrative Code, Section 249.16; or who has been convicted of one of the following offenses, if at the time the offense occurred, the victim of the offense was under 18 years of age or enrolled in a public school: (i) a felony offense under Title 5 of the Texas Penal Code; (ii) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure; or (iii) an offense under the laws of another state or federal law that is equivalent to an offense under (i) or (ii) above. If during the period County is performing services under this Contract either the County or the District receives updated criminal history record information for a covered employee that includes a disqualifying criminal history under this Contract, County shall prohibit the employee or approved consultant from providing services under this Contract. In addition, whenever such updated criminal history information is received by County, County shall notify the District of same within three (3) business days following receipt of the information.

6.3 **List of Covered Employees.** County shall maintain at all times a current and accurate list of all covered employees performing services under this Contract (as updated from time to time, the "List of Covered Employees") which contains the following information for each covered employee: (i) full name; and (ii) Texas driver's license or other identification number.

6.4 **Certification.** Prior to the performance of any services under this Contract by an employee of County or any approved consultant, County shall deliver to the District (i) County's duly completed and executed original certification on the applicable form attached to this Contract as Attachment A; and (ii) for each approved consultant under this Contract contracting directly with County (each a "Consultant"), the duly completed and executed original certification of Consultant on the applicable form provided by the District ("Consultant Certification").

7.0 ATTACHMENTS

7.1 The attachments enumerated below are hereby made a part of this Contract:

- 7.1.1 Attachment A Criminal History Record Certification
- 7.1.2 Attachment B W-9 for Travis County

8.0 GENERAL PROVISIONS

8.1 **Law and Venue.** This Contract is governed by the laws of the State of Texas and all obligations under this Contract shall be performable in the City of Austin, Texas or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Contract will take place in Travis County and the City of Austin.

8.2 **Immunity.** It is expressly understood and agreed by all Parties that, neither the execution of this Contract, nor any conduct of any representative of County relating to this Contract, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims

arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

8.3 Legal Requirements.

8.3.1 The Parties agree to comply fully with all applicable federal, state and local statutes, ordinances, rules and regulations in connection with the programs contemplated under this Contract. This Contract is subject to all applicable present and future valid laws governing the programs applicable to school districts and/or counties. In the event that any of the Parties hereto are required by law or regulation to perform any act inconsistent with this Contract, or to cease performing any act required by this Contract, this Contract shall be deemed to have been modified to conform with the requirements of such law or regulation.

8.3.2 Contractor shall provide all services and activities performed under the terms of this Contract in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Contract and governing Contractor's general conduct of business, including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] ("ADA"), Chapter 73, TEXAS ADMINISTRATIVE CODE, HEALTH AND SAFETY CODE, Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV); Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Standards adopted to implement HIPAA at 45 CFR Parts 160 and 164, at Section 164.512, and Occupations Code, Chapter 159, at Sections 159.003 and 159.004; Contractor shall not discriminate against any employee, applicant for employment, or Eligible Client based on race, religion, color, gender, national origin, age or handicapped condition. In performance of all Contract services and activities, Contractor will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U.S. Department of Health and Human Services and the Texas Department of Health.

8.4 **Entire Agreement.** All oral and written agreements between the Parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract, including the applicable terms of the Contract, have been reduced to writing and are contained in this Contract.

8.5 **Amendments.** Unless specifically provided otherwise in this Contract, any amendment, change or modification ("Amendment") to the terms of this Contract or any attachments to it shall be made in writing and signed by both Parties. No Amendment concerning this Contract shall be of any force or effect unless entered into pursuant to this Section 8.5.

8.6 **Records.** Each Party shall maintain all records and documentation pertaining to this Contract and make such records available to the other Party for a period of three (3) years after termination of this Agreement or the resolution of any problems or issues, whichever occurs later. Each Party will provide reasonable access to such records to the other Party for as long as the records are retained.

9.0 NOTICE

9.1 Except as otherwise specifically noted in this Contract, any notice required or permitted to be given under this Contract by one Party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address specified as follows:

For District:

21st CCLC Grant Director
Edna Parra

Edna.parra@del-valle.k12.tx.us

DVISD Grant Coordinator
Irma Guerra-Scott
Irma-guerra-scott@del-valle.k12.tx.us

Address:
5301 Ross Rd.
Del Valle, Texas 78617

For County:

Sherri Fleming
County Executive
Travis County Health, Human Services and Veterans Services
P. O. Box 1748
Austin, Texas 78767

9.2 **Change of Address**. Each Party may change the address for notice to it by giving notice of the change in compliance with this Contract with at least ten (10) days written notice.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date(s) set forth below. The effective date of this Contract shall for all purposes be the date of the execution of the last Party, whether County or District.

DEL VALLE INDEPENDENT SCHOOL DISTRICT

By: _____
Printed Name: _____
Title: _____
Date: _____

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
Travis County Judge
Date: _____

ATTACHMENT A

Criminal History Record Certification Form

Travis County, through Travis County Health and Human Services and Veterans Services (“Contractor”), and the Del Valle Independent School District (the “District”) have entered into this agreement on the date all parties fully executed this agreement (the “Contract”). This Contractor Certification is provided to the District in accordance with Paragraph 5.4 of the Contract.

On behalf of the Contractor, I certify to the District that:

Contractor has obtained the criminal history record information from a finger-print based search through the Texas Department of Public Safety relating to each of its covered employees providing services under this Contract, as defined in Paragraph 5.1 of the Contract. None of the covered employees employed by Contractor performing services under the Contract has a disqualifying criminal history under Paragraph 5.2 of the Contract.

Date:

Signature

Printed Name:

Title:

ATTACHMENT B
W-9 FORM

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 (as shown on your income tax return) County of Travis | |
| Business name/disregarded entity name, if different from above | |
| Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ | |
| <input checked="" type="checkbox"/> Exempt payee | |
| <input checked="" type="checkbox"/> Other (see instructions) ▶ Local Government(political subdivision of the State of Texas) | |
| Address (number, street, and apt. or suite no.) P. O Box 1748 | Requester's name and address (optional) |
| City, state, and ZIP code Austin, TX 78767 | |
| 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 the "Name" line to avoid backup withholding. 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 | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|
| | | | | | | | | |

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

| Employer identification number | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|
| 7 | 4 | - | 6 | 0 | 0 | 0 | 1 | 9 |

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).

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 ▶ 10/9/12 |
|------------------|----------------------------|-----------------------|

General Instructions

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

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.

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. 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.

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.

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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.