

CONSULTANT AGREEMENT

This Consultant Agreement (hereinafter "Agreement"), made this ____ day of _____, _____, by and between the Urban Affairs Coalition/ _____ (hereinafter "UAC") and _____ (hereinafter "Consultant").

WITNESSETH:

WHEREAS, Consultant has been selected by UAC, to provide

(the "Services"); and

WHEREAS, UAC has selected Consultant to perform the Services as an independent contractor.

NOW, THEREFORE, in consideration of the mutual promises herein set forth, and intending to be legally bound, UAC and Consultant hereby agree as follows:

- 1. Scope of Services.** Consultant shall provide the Services in accordance with the Scope of Work attached hereto and marked Exhibit A.
- 2. Term of Agreement.** The period of the Agreement shall commence on _____ and shall terminate on _____, unless terminated prior to this date in accordance with the terms of this Agreement.
- 3. Fee to Consultant.** UAC, in consideration of the promises, covenants and agreements by Consultant contained herein, hereby agrees to make payments not to exceed _____ (\$_____) for Consultant's services. In no case, shall the total payments made to Consultant exceed this amount.

Payment shall be made within thirty (30) days of receipt of invoice on Consultant's letterhead and supported by progress notes, demonstrating work performed by Consultant for the period of the invoice, receipts, vendor invoices, and any other supporting documentation. The invoice must be signed and dated. Payment is predicated upon UAC's approval of Consultant's request. Additionally, all invoices, as well as any supporting documentation, must be received by UAC within fourteen (14) days from the termination date of this agreement. Any requests for payment made after the fourteen-day period may be denied.

Any modification of the above terms of payment must be described in an Exhibit B, which must be attached. If appropriate, please check the following: Exhibit B is attached

- 4. Insurance Coverage.** The Consultant and UAC acknowledge the Consultant's obligation to obtain appropriate insurance coverage for the benefit of the Consultant (and the Consultant's employees, if any). The Consultant waives any rights to recovery from UAC for any injuries that the Consultant (and/or the Consultant's employees, if any) may sustain

while performing services under this agreement and/or that are a result of the negligence of the Consultant or the Consultant's employees, if any.

The parties hereto hereby release each other and the other's partners, officers, directors, employees and agents, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, its' partners, agents, officers or employee.

- 5. Indemnification.** Consultant agrees to indemnify, defend and hold UAC, its' officers, directors, employees, or agents (the "Indemnified Parties") harmless from any and all claims, demands, actions, liabilities, damages, judgments, and costs, including, without limitation, attorney's fees, whether or not incurred in the course of litigation, that may be asserted against UAC that result from the acts or omissions of Consultant or Consultant's employees, agents or subcontractors, if any. In addition, the Consultant agrees not to commence, join in, prosecute or participate in any suit or other proceeding in a position that is adverse to the Authority arising directly or indirectly from any of the foregoing matters as to which the Indemnified Parties are being hereby indemnified.

The indemnity set forth above shall survive the expiration or earlier termination of this Agreement. The rights of the parties under this Paragraph 5 shall be in addition to and not in limitation of the rights, damages or recourse to which any of them may otherwise be entitled under this Agreement, in law or in equity.

- 6. Termination.** UAC shall have the right to terminate this Agreement by sending notice thereof to Consultant, effective immediately upon the delivery of such notice, if:
- a) Consultant commits fraud, deceit, breach of trust, or misappropriation of any funds belonging to UAC;
 - b) A breach by Consultant of any of its obligations hereunder occurs and said breach is not cured within ten (10) days after UAC sends notice thereof to Consultant; or
 - c) In UAC's sole discretion, the Services described herein are not being undertaken and/or performed by Consultant in a manner satisfactory to UAC.

UAC shall also have the right to terminate this Agreement without cause upon not less than thirty (30) days' notice to Consultant or if there should be insufficient funds available to continue to support the activities described herein.

- 7. No Assignment.** This Agreement is executed by UAC in reliance upon the personal undertakings of Consultant and, being personal to Consultant, shall not be transferred or assigned in any manner whatsoever without the prior written consent of UAC. Moreover, the Agreement may be terminated immediately by UAC upon any transfer hereof or of any of Consultant's rights hereunder either voluntarily by Consultant or by operation of law.
- 8. Third Party Participation.** In the event that Consultant intends to utilize the services of persons other than employees of Consultant to assist Consultant under this Agreement, Consultant shall first advise UAC. UAC shall have a reasonable time in which to accept or reject such third party assistant. Unless otherwise agreed to, the obligations for compensation to any approved third persons shall be solely the responsibility of Consultant.

In addition, any such third person shall be obligated under the terms of this Agreement on the same basis that Consultant is so obligated. Furthermore, in selecting a third party assistant, Consultant shall make a good faith effort to make opportunities available to minorities, women and the disabled.

9. Obligations of City of Philadelphia Subcontractors. Consultant agrees to comply with all obligations of subcontractors under City of Philadelphia contracts including:

- a) The procedures and eligibility restrictions for non-competitively bid contracts as set forth in Chapter 17-1400 of the Philadelphia Code, which includes the following limitations: If a business (including non-profits) makes contributions totaling over \$10,000 in one year to a candidate for City elective office or to an incumbent, the business is not eligible to be a principle contractor for a non-competitively bid contract over \$25,000 during that candidate or incumbent's term of office. Subcontracts under a contract are also subject to eligibility restrictions and disclosure requirements.
- b) The activities and reporting requirements relating to the participation of Minority, Women and Disabled Businesses in City Contracts as set forth in the City of Philadelphia Executive Order 2-05 & 14-08, which includes provisions that require UAC to report on its M/W/BSDE procurement program.

10. Lobbying Certification. Consultant certifies that to the best of his or her knowledge, no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

Furthermore, 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 Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Standard Form -LLL may be obtained by contacting UAC's Director of operations.

11. Independent Contractor. It is understood that Consultant, its officers, agents and employees are independent contractors of UAC, and not employees of UAC. Consultant shall not be an agent of UAC, and nothing in this Agreement shall be construed as creating a partnership, joint venture or similar relationship of any kind between UAC and Consultant. UAC shall not withhold, from sums becoming payable to Consultant hereunder, any amounts for State or Federal Income Tax, or for FICA (Social Security) Taxes, during the term of this Agreement. Consultant hereby agrees to defend, indemnify and hold harmless UAC with respect to such taxes.

12. Confidentiality. Consultant acknowledges that during the course of its performance of the Services, it may gain access to information crucial or important to UAC's business that is not available to the general public. In that regard, Consultant agrees to keep all information gathered during the course of its performance of the Services, including the existence and terms of this Agreement, confidential, and to cause its employees, agents and contractors to

whom UAC exposes any information to do the same, except as required by law. Consultant acknowledges that any breach of this Paragraph 12 could cause irreparable and immeasurable damage to UAC, and that UAC shall, therefore, be entitled to injunctive relief, along with any other relief available at law, or in equity, in the event of such breach.

Additionally, the parties will comply with all laws and regulations, including and as applicable without limitation, the regulations of the Health Insurance Portability and Accountability Act ("HIPAA") governing the confidentiality, privacy and security of personally identifiable health information ("Confidential Information"), and shall comply with the requirements of HIPAA in connection with disclosure of such information.

Consultant and UAC shall ensure that both parties will be in full compliance with all statutes and regulations concerning the confidentiality of records. Consultant also agrees that it will not disclose, or use to its advantage or gain in any manner, confidential information of any nature, whether it be acquired for any agency or whether it be acquired as a result of Consultant's activities on behalf of UAC.

- 13. Intellectual Property.** The parties mutually acknowledge that any work product resulting from Consultant's performance of the Service shall be the intellectual property of and belong to UAC.
- 14. Nondiscrimination.** In performance of this Agreement, Consultant shall not discriminate, nor permit discrimination, against any person or group because of race, color, religion, ancestry, physical or mental handicap, national origin, age, sex, sexual preference or orientation, or gender identity.
- 15. Survival of Terms.** The provisions of this agreement which by their nature extend beyond the termination of the agreement will survive termination or expiration of the agreement. These provisions include, but are not limited to, the intellectual property rights and confidentiality, compliance, reporting, and performance obligations identified in this agreement.
- 16. Governing Law.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, without reference to or application of its choice of law rules.
- 17. Waiver.** Any waiver by either party or breach of any provision of this Agreement by the other party shall not be construed as a waiver of any subsequent breach
- 18. Severability.** The terms of this Agreement are severable. In the event of the unenforceability or invalidity of any one or more of the terms, covenants, conditions or provisions of this Agreement under federal, state or other applicable law, such unenforceability or invalidity shall not render any other term, covenant, condition or provision hereunder unenforceable or invalid.
- 19. Entire Agreement.** This Agreement represents the entire Agreement between the parties. Any change, amendment, reduction or extension of this Agreement shall be made by mutual written agreement.
- 20. Paragraph Headings.** The paragraph headings in this Agreement are for convenience only; they form no part of the Agreement and shall not affect its interpretation.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

22. Notice and Demands. A notice, demand or other communication under this Agreement by either party to the other will be sufficiently given or delivered if sent by registered or certified mail, postage prepaid and return receipt requested, or delivered via recognized overnight courier service (e.g. Federal Express). Notice by mail will be deemed to have been given and received five calendar days after the date first deposited in the United States mail. Notice by recognized overnight courier service will be deemed to have been given and received upon delivery.

All correspondence to UAC should be addressed to:

Thomas Love, Controller
Urban Affairs Coalition
1207 Chestnut Street, Suite 700
Philadelphia, PA 19107

All correspondence to Consultant should be addressed to:

Name

Organization

Street Address

City, State, Zip Code

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have set their hands this ____ day of

_____, _____:

Urban Affairs Coalition:

Signature

Consultant:

Signature

Print Name

Title

EIN or Federal ID Number

Exhibit A

Consultant shall provide the Services in accordance with the following Scope of Work:

Exhibit B

Paragraph 3, Fee to Consultant, is hereby modified as follows:

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)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <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 type="checkbox"/> Other (see instructions) ▶	
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. 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									

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 ▶
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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.

The person who gives 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 is in the following cases:

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

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 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 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 a percentage 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, 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 Part II instructions on page 3 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. 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 income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. 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 the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “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/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity 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.

The following payees are exempt from backup withholding:

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), 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 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 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. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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. Entering "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 item 1, below, and items 4 and 5 on page 4 indicate 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 the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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, 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)	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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation 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* on page 1.

*Note. 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, social security number (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 Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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. 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.

**Urban Affairs Coalition
Vendor Questionnaire**

Vendor's Name: _____

For reporting purposes, all Vendors wishing to be paid by UAC must complete the following questions:

If you are an individual:

Are you a minority vendor? Yes No

Please chose one: Male Female Gender Neutral

If you are a business, how would you describe your business? Please check one of the following:

- Neighborhood Based Organization (unincorporated)
- Non-Profit (must have 501(c)(3) status)
- For-Profit (including individuals)

Are you a *minority-owned business*? Yes No

A minority-owned business is a proprietorship, partnership, corporation or joint-venture that is 51% owned, operated and controlled by one or more members of the following groups: Black, Hispanic, Asian or Native American.

If yes, have you been certified as a minority-owned business? Yes No

If yes, what agency/organization certified you? _____

Are you a *woman-owned business*? Yes No

A woman-owned business is a proprietorship, partnership, corporation or joint-venture that is 51% owned, operated and controlled by one or more women.

If yes, have you been certified as a women-owned business? Yes No

If yes, what agency/organization certified you? _____

Are you a *disabled-owned business*? Yes No

A disabled-owned business is a proprietorship, partnership, corporation or joint-venture that is 51% owned, operated and controlled by one or more disabled persons as defined by the Americans' with Disabilities Act.

If yes, have you been certified as a disabled-owned business? Yes No

If yes, what agency/organization certified you? _____

Authorized signature

Title

Print Name

Date

Independent Contractor Questionnaire

Complete and Return to SWIF. Attach Additional Sheets if Necessary.

Insured's Name: Urban Affairs Coalition Date Sent to the Insured: 10/18/2006

Insured's Address: _____

Application or Policy Number: 04624934 Effective Date: 01/012007

Worker's Name: _____

Worker's Address: _____

1. Provide a brief description of your business and its activities:
2. Describe the activities performed by the worker and explain how they relate to your business operation:
3. Does the worker accept payment of services under their own Social Security Number or under a Federal Employer Identification Number? Yes No
If Yes, complete the following:?
 Social Security No.: _____
 Federal Employer Identification No.: _____
4. If payment is made through a Federal Employer Identification Number, list the number: _____
5. Are 1099 and/or W-2 forms issued to the worker listed? 1099's W-2
6. Does the worker carry their own liability insurance and/or workers' compensation?
Liability Insurance Yes No Workers' compensation Yes No
If Yes to workers' compensation, provide copy of certificate(s) of insurance and policy information.
7. Does the worker have a business address separate and apart from their home address?..... Yes No
If Yes, list the address: _____
8. Does the worker advertise their services in newspapers, telephone books, yellow pages, on television, Internet, etc.? Yes No
If Yes, what type of advertising is utilized? _____

9. Does the worker perform services for other individuals? Yes No

If Yes, list the names and addresses of the other individuals and the nature and frequency of the services/ contracts. Provide specifics as to the approximate income the worker received from these other services.

10. State the total number of years the worker has worked for the insured: _____

11. Worker is free to refuse work? Yes No

If Yes to above, does the worker, in fact, refuse work frequently? Yes No

12. Worker supplies their own tools or equipment? Yes No

13. Worker supplies material to complete the job? Yes No

14. Worker uses office space provided by the insured? Yes No

15. Worker supplies their own uniform? Yes No

16. Worker uses their own transportation? Yes No

17. Worker uses forms or sales agreements developed and supplied by the insured? Yes No

18. Worker performs a task of a highly skilled nature? Yes No

19. Worker supervised by the insured? Yes No If Yes, list percentage of supervision:

20. Does the worker have to submit reports to the insured? Yes No

21. Worker is able to set their own hours and work schedule? Yes No

22. Worker invoices the insured for work? If Yes, provide a copy of invoice. Yes No

23. Worker is paid by the: Hour Job

24. Worker is required to join a union as a condition of performing service to you? Yes No

25. Worker is included in insured's business' fringe benefits or medical plans? Yes No

26. A contract exists between the worker and the insured? If Yes, provide a copy of the contract. Yes No

27. Worker hires employees to assist or perform in company services? Yes No

28. How is the worker hired?

Signature

Date

Address

Telephone