

*BWC unveils*

***Long-Term Care***

***Loan Program***

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# Program details

## Introduction

### Background/purpose

The Ohio Bureau of Workers' Compensation (BWC) has developed a loan program to provide Ohio nursing homes or hospitals interest-free loans to purchase, improve, install or erect sit-to-stand floor lifts, ceiling lifts, other lifts and fast electric beds. Education and training of personnel to implement a facility policy of no manual lifting of residents or patients by employees may be included in conjunction with the purchase of equipment.

BWC will reimburse participating nursing homes or hospitals for the interest paid on loans made to program participants by FDIC-insured lending institutions.

### Program goal

The program's goal is to assist Ohio nursing homes or hospitals in reducing the frequency and severity of injuries resulting from lifting residents or patients through the development of a no-lift policy.

### BWC eligibility requirements

- The loan applicant must be a state-fund or self-insuring employer in Ohio.
- The loan applicant must be a nursing home as defined in section 3721.01 of the Ohio Revised Code or be a hospital as defined in section 3701.01 of the Ohio Revised Code.
- The loan applicant must maintain active coverage (current on premiums and assessments).

Employers who have received a BWC safety grant are eligible to participate in the Long-Term Care Loan Program.

### Lending institution requirements

- The lending institution must be FDIC insured.

## Interest

### Interest payment amount, payback and specifics

- The maximum loan amount eligible for BWC interest reimbursement is \$100,000.
- The loan payback period will not exceed five years.
- Interest reimbursement will not exceed a fixed rate of prime plus 2.5 percent.
- Once the loan is paid in full, the nursing home or hospital may apply for another loan with interest reimbursement up to the maximum.
- The nursing home or hospital will provide proof of interest paid to BWC every six months. BWC will reimburse interest every six months directly to the nursing home or hospital.
- The nursing home or hospital will notify BWC's Division of Safety & Hygiene loan coordinator in the event of loan default.
- BWC will not cover fees or charges associated with obtaining the loan.
- BWC will not pay any penalties or late fees.
- Failure to comply with the purchase or payment guidelines will result in BWC declining reimbursement of interest paid.

### Interest payment and purchase requirements

- The nursing home or hospital will obtain its loan within 30 days of receiving the BWC approval letter.
- The nursing home or hospital may not obtain a loan prior to receipt of the BWC approval letter. If the nursing home or hospital obtains a loan prior to approval, BWC will disqualify the employer from participating in the program.
- Participants in the program may only purchase sit-to-stand floor lifts, ceiling lifts, other lifts, fast electric beds, and education and training in conjunction with equipment purchases. Loans are only for approved no-lift equipment. Approved no-lift equipment includes items submitted on the program application and approved by BWC staff.
- If a nursing home or hospital approved to participate in the LTCL program uses the loan to purchase /receive nonapproved equipment, BWC will not approve payment of the interest. The employer will be fully responsible for any interest accruing on the loan.
- The program provides education and training as part of the equipment purchase, and the participant does not bill them separately.
- Program participants must use the loan funds to purchase lift equipment (not leased or rented equipment).
- If the nursing home or hospital provides loan documentation and an amortization table with a fixed rate greater than prime plus 2.5, BWC will disqualify the nursing home or hospital from participating in the program.
- BWC will only pay the original, approved interest rate established at the beginning of the nursing home or hospital's participation in the program.
- Participants may not use the loan money retroactively to cover previous equipment purchases. If a participant makes a purchase prior to receipt of the loan, BWC will consider it retroactive and will not reimburse interest.
- The employer selects the commercial banking institution that provides the loan. The banking institution will require the employer to qualify for the loan based on his or her financial credit worthiness. The loan application process will be between the employer and the financial services provider only.

## Application

### Application process

- The nursing home or hospital contacts its local BWC customer service office to schedule a meeting with a BWC ergonomist.
- The nursing home or hospital must complete the program application, including budget table, agreement, W-9 and vendor form.
- The nursing home must include a copy of its nursing home license with its application.
- The hospital must include its Medicare number.
- The nursing home or hospital must include three vendor quotes for the same equipment with the application. The nursing home or hospital will select a vendor from the three quotes.
- The person signing the application will be the nursing home or hospital administrator, or a designee having fiduciary responsibilities.
- The ergonomist will meet with nursing home or hospital staff to review and discuss the completed program application, sign the application and instruct the nursing home or hospital to submit the application to BWC.
- BWC will process applications on a first-come, first-served basis. In the event of insufficient funds to satisfy the amount of reimbursement requested by the applicants, nursing homes or hospitals that have not previously participated in the program will have first consideration.
- BWC will send an approval letter to the nursing home or hospital to move forward with obtaining a loan.
- BWC will return any ineligible or denied applications to the employer with a letter of explanation.
- The nursing home or hospital will notify the Division of Safety & Hygiene's loan program coordinator of the loan approval and release of the funds through submission of copies of loan documentation.
- The nursing home or hospital will purchase the no-lift equipment within 30 days of loan receipt, and will complete purchase and installation within 90 days of loan receipt.
- The nursing home or hospital will contact a BWC ergonomist to schedule a site visit once it installs the equipment.

## Employer responsibilities

### Employer responsibilities — post-loan

- The nursing home or hospital will provide the Division of Safety & Hygiene loan coordinator with an amortization table spanning the life of the loan (with interest separated from other costs) from the lending institution.
- The nursing home or hospital will provide the Division of Safety & Hygiene loan coordinator with a copy of the final loan papers. These papers must include equipment the loan will purchase and the date the lending institution determined the interest rate.
- The nursing home or hospital will notify the Division of Safety & Hygiene loan coordinator and the BWC ergonomist of the purchase and installation of the equipment. The BWC ergonomist assigned to the nursing home or hospital will visit on-site to discuss the equipment and no-lift training plan with the nursing home or hospital. The equipment purchase and visit is to take place within 90 days of loan payment release to the vendor.
- The nursing home or hospital will provide BWC a copy of the check used to make the purchase and copies of paid receipts indicating purchase of the approved equipment, including date of purchase, serial number, and make and model of equipment.
- The nursing home or hospital will provide the Division of Safety & Hygiene loan coordinator with a photocopy of the lending institution statement showing proof of interest paid and copies of canceled checks or proof of electronic payment within 30 days of the end of the six-month period.
- In the event of loan default, the nursing home or hospital will notify the Division of Safety & Hygiene loan coordinator. Notification will include a statement from the lending institution with date of default.

## Additional information

### Misuse of funds

- If the nursing home or hospital defaults on the loan, BWC may terminate interest reimbursement.
- The nursing home or hospital may not request reimbursement for interest paid on a loan for items purchased previous to application for the program.

### Workers' compensation coverage lapse

- If an employer's workers' compensation coverage lapses more than 59 consecutive days during the loan payback period, BWC may terminate the interest payment.

### Voluntary information

- BWC will assist the nursing home or hospital in choosing its no-lift equipment.
- The nursing home or hospital may voluntarily provide a post-case study on the effectiveness of the no-lift equipment. BWC may post this case study on its Web site or publish it in other materials to highlight successful use of the program. Participants may submit case studies via this e-mail address: DSHSG@bwc.state.oh.us.

### Glossary

**Fast electric beds** – These are beds with a travel range of at least 10 inches and with a travel rate of at least 0.6 inch per second in the upward direction when loaded with the resident or patient to the maximum weight capacity of the bed. The bed height when raised must be at least 30 inches without a mattress. Fast electric beds reduce caregiver bending when interacting with the resident. See "Guidelines for Nursing Homes" published by the Occupational Safety and Health Administration.

**Education and training** –The nursing home or hospital will conduct education and training in conjunction with the purchase of the lift equipment using program funds. The nursing home or hospital is responsible for educating and training its residents or patients regarding the use of the lifting equipment and its benefits to residents/patients and staff.

**Floor lifts** – Portable patient lifting devices (sling-type) used to lift residents or patients who are totally dependent, partial or non-weight bearing, very heavy or have other physical limitations

**Ceiling lifts** – Resident lifting devices mounted to the ceiling used to lift residents or patients who are totally dependent, partial or non-weight bearing, very heavy or have other physical limitations

**Other lifts** – Powered sit-to-stand or standing-assist devices, lift cushions and lift chairs, bathing lifts, and lifts for vans/buses

**Receipts** – Proof of purchase, including detailed paid sales receipt(s) listing the description of the item, make, model, serial number, date of purchase and \$0 balance owed

### Ineligible items

- Bladder scanners
- Bed or chair alarms
- Gait belts/transfer belts
- Repositioning equipment

# Instructions and application

The information you provide on this application must describe the significance of the problem and the effectiveness of the proposed lift equipment purchase. BWC will not accept incomplete application forms.

## Steps to apply

1. Please type or print clearly. BWC requires you to complete sections I - V of the application.
2. Arrange your application in the order of the sections, with the supporting materials attached.

Required documents include:

- Ergonomist signature;
  - Section I - Employer information with signature;
  - Section II - Owner information;
  - Section III - Answers to questions;
  - Section IV - Completed and signed budget table;
  - Section V - Signed agreement;
  - Three price quotes from equipment vendors;
  - Copy of nursing home license;
  - Completed W-9;
  - Completed Vendor Information Form;
  - Any additional information.
3. Schedule a meeting with a BWC ergonomist by calling BWC's Division of Safety & Hygiene at **1-800-OHIOBWC** and listening to the options.
  4. The ergonomist will review your application, providing approval or denial at the time of the meeting.
  5. The ergonomist's signature will verify approval of the application.
  6. The applicant must mail the completed, approved application to:

## **BWC Division of Safety & Hygiene**

Long-Term Care Loan Program  
13430 Yarmouth Drive  
Pickerington, OH 43147

7. The Employers who wish to have interest reimbursement paid electronically may complete the Ohio Authorization Agreement for Direct Deposit of State Warrant found at <http://www.obm.ohio.gov/forms/oaks/EDFDraft%20v2.pdf>.



## Section II: Owner information (if different than Section I)

Name of owner: \_\_\_\_\_  
Street address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP code: \_\_\_\_\_  
County: \_\_\_\_\_  
Owner contact name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone number:    -       Ext.:      
Fax number:    -        
E-mail address:

## Section III: Provide details for the information requested below.

- 1. Description** – Provide a description of the lift equipment you will purchase.
- 2. Objective** – Explain your primary objective in applying for the loan.
- 3. Implementation plan** – Detail your short- and long-term plan for implementing a no-lift policy.
- 4. Cost effectiveness** – Describe how cost-effective the proposed solution will be. Supporting materials could include a cost/benefit analysis or return-on-investment calculation.
- 5. Training** – Provide details about your facility's training plan for both the equipment and developing a no-lift policy (if not part of implementation plan above).
- 6. Safety culture** – Describe your facility's safety culture and commitment to safety.
- 7. Equipment vendor selected** – Include vendor name, address, phone number, contact name and the reason for selecting this vendor from the three quotes you received.
- 8. Equipment vendor** – Do you have ownership, partnership or any other affiliation with the vendor of the equipment being purchased? If yes, please describe.
- 9. Previous loan program participation** – Have you received any other loans previously in this program under your current policy number or any other name/policy number?

### BWC ergonomist signature

\_\_\_\_\_  
(Application review and approval by ergonomist)

Date: \_\_\_\_\_ (mm/dd/yy)

## Section IV: Budget

Please provide the proposed budget for your lift equipment.

Note: BWC will only use program funds to reimburse interest on loans used to purchase, improve, install or erect sit-to-stand floor lifts, ceiling lifts, other lifts and fast electric beds. Program participants may also use funds to pay for the education and training of personnel in conjunction with equipment purchase to implement a facility policy of no manual lifting of residents or patients by employees. Nursing homes or hospitals may not use loan funds for recouping the cost of any prior and/or ongoing interventions or for rented, leased or used equipment. In addition, program participants may not use the funds to pay for salaries, wages, internal labor or any costs associated with preparing the application. Nursing homes or hospitals must make all loan purchases after BWC approval and receipt of the loan. Note all itemized expenses associated with the lift equipment. In addition, all budgets MUST have three vendor price quotes attached for each individual item.

Item	Make and model	Qty.	Cost	Total

Total purchase amount \$ \_\_\_\_\_

By my signature, I agree to fully comply with the terms and conditions of the program and to use all monies solely for the purposes intended. I further understand I may be subject to civil, criminal and/or administrative penalties as the result of any false, fictitious and/or misleading or fraudulent statements made, and/or if funds are not used, or are misused, misapplied or misappropriated in any way, and/or are used for purchases and/or services not associated with the approved budget and/or itemized proposal submitted.

Signature of duly authorized representative: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## Section V: Agreement

**Long-Term Care Loan Program  
Agreement  
Between  
Ohio Bureau of Workers' Compensation  
And**  
\_\_\_\_\_  
**Employer**

This is an agreement by and between \_\_\_\_\_  
(hereinafter, "Employer" or "Borrower"), with its principal place of business located at \_\_\_\_\_, Ohio \_\_\_\_\_, and the State of Ohio, Bureau of Workers' Compensation (hereinafter, the "BWC"), having offices at 30 W. Spring St., Columbus, Ohio 43215-2256, entered into the day, month and year set out below.

**Whereas**, the administrator of workers' compensation may expend funds to provide no-interest loans to an employer who elects to participate in the Long-Term Care Loan Program, pursuant to Section 4121.48, Ohio Revised Code, wherein an employer may receive monies for purchases of patient-lifting equipment, designed to substantially reduce or eliminate the risk of workplace injuries to nursing home or hospital employees whose job duties include direct patient care.

**Therefore**, for good and valuable consideration, the sufficiency of which is acknowledged, the parties mutually agree to the following:

**Eligibility:** Acceptance of the employer into the Long-Term Care Loan Program is contingent upon the employer's submission and approval of an application and submission of documentation establishing that the employer is a:

- State-fund or self-insuring employer in Ohio with active coverage (current on premiums and assessments);
- Nursing home as defined in section 3721.01 of the Ohio Revised Code or;
- Hospital as defined in section 3701.01 of the Ohio Revised Code.

The employer also cannot have cumulative lapses in workers' compensation coverage in excess of 15 days within the 18 months preceding the application.

### **Distribution of funds**

Subject to the conditions precedent in this agreement, the employer and BWC mutually understand and agree that the total sum of the reimbursed interest funds to be issued by BWC shall be paid directly to the employer, that the employer is responsible for any late payment or other fees charged by the lending institution to the employer. BWC shall pay the employer interest on their loan every six months upon receipt of interest payment documentation from employer for the previous six-month period. Interest will be reimbursed on loans which shall not exceed \$100,000. Loan period shall not exceed five years. Interest rate may not exceed prime plus 2.5 percent. Employer may re-apply for additional loan(s) for interest reimbursement after payoff of first loan under the program.

### **Employer responsibilities**

The employer participating in the Long-Term Care Loan Program, in consideration of reimbursed interest funds expended to it, promises to fully comply with the program requirements as outlined in the application and instructions and all requirements of Ohio law regarding the program. The employer will be responsible for utilizing the funds in the manner for which they are intended and will be required to provide BWC with documentation, which may include, but not be limited to, original paid invoices/receipts

to support all purchases with the loan funds were expended and applied toward the approved lift equipment. The employer agrees not to eliminate jobs due to participation in the Long-Term Care Loan Program. The Bureau shall be given unrestricted access to the premises of the Employer to verify that the designated equipment is on-site and the funds properly expended.

The employer shall not lapse in their workers' compensation coverage during participation in the program. If a lapse does occur, BWC will not reimburse interest paid until the coverage has been reinstated. If the lapse occurs for more than 59 consecutive days during the employer's participation in the program, the bureau may terminate reimbursement in the event of such lapse.

### **Time of performance**

The employer shall have three months from the loan receipt date to commence the purchase, improvement, installation and erection of the designated equipment. Within 120 days of the loan receipt, the employer shall, unless an extension is formally approved by the loan coordinator prior to the 120 day deadline, provide to BWC invoices/receipts pertaining to all equipment purchased to demonstrate that all purchases received prior approval. If all of those items are not submitted on time, the employer shall be removed from participation in the loan program.

### **Disqualification**

If for any reason the employer participating in the Long-Term Care Loan Program fails to satisfy one or more of the criteria established in the application and instructions, or Ohio law, and this agreement, including, but not limited to, the requirement of maintaining active coverage, timely payments therefore, and the obligations described in the Employer Responsibilities and Time for Performance, the employer may be disqualified from the program. Disqualification will result in termination of BWC's obligations under this agreement, and BWC reserves the right to recover funds expended by one or more of the following methods: billing the employer for the loan interest and bank fees paid, forwarding to the Ohio Attorney General for collection, set-off, recoupment, or other civil and/or legal remedy.

If the employer moves out of state, transfers, merges or combines its business or otherwise closes its business while participating in the program, the employer may be disqualified as of the date of the move, transfer, merger, combination or closure.

If the employer has ownership, partnership and/or any other affiliation with the vendor of the equipment being purchased, the employer may be disqualified from participation in the Long-Term Care Loan Program.

If the employer defaults on its loan, BWC may terminate making reimbursements under the program upon receiving notification of the default.

If the employer receives an interest rate from their lending institution, which exceeds prime plus 2.5 percent, it will be disqualified from the Long-Term Care Loan Program.

### **Disclaimer**

If implemented correctly by the employer, the goal of the Long-Term Care Loan Program is to substantially reduce or eliminate injury and illness in the workplace and, hence, claims associated with the affected processes. BWC does not guarantee or warrant that the implementation of such a plan will result in a substantial reduction or elimination of injuries and illnesses in the workplace. In the event of an injury or occupational disease arising from the implementation of the program, the employer and the employee's sole and exclusive remedy shall be pursuant to workers' compensation laws of the appropriate jurisdiction. In no event shall BWC be liable for any damages in contract or in tort.

### **Ohio elections law**

Employer certifies that, as applicable, no party listed in Division (I)(1)(a), (J)(1)(a), (Y)(1)(a), or (Z)(1)(a) of Section 3517.13 of the Ohio Revised Code, including the spouse of such party, and any minor child of such party between ages 7 and 17 years, has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000 to the campaign committee of the governor

or lieutenant governor of Ohio, or to the campaign committee of any candidate for governor or lieutenant governor.

Employer certifies that, as applicable, no combination of parties listed in Division (I)(1)(b), (J)(1)(b), (Y)(1)(b), or (Z)(1)(b) of Section 3517.13 of the Revised Code, including the spouse of such party, any minor child of such party between ages 7 and 17 years, and any affiliated political action committee, has made, within the two previous calendar years, one or more contributions totaling in excess of \$2,000 to the campaign committee of the governor or lieutenant governor of Ohio, or to the campaign committee of any candidate for governor or lieutenant governor.

Employer certifies that, as applicable under Division (I)(4)(a), (J)(4)(a), (Y)(4)(a), or (Z)(4)(a) of Section 3517.13 of the Ohio Revised Code, no political action committee affiliated with employer has made, within the two previous calendar years, one or more contributions totaling in excess of \$2,000 to the campaign committee of the governor or lieutenant governor of Ohio, or to the campaign committee of any candidate for governor or lieutenant governor.

Knowingly making a false statement as to any certification above required under Division (I)(3), (J)(3), (Y)(3), or (Z)(3) of Section 3517.13 of the Ohio Revised Code is a felony of the fifth degree under Ohio law, and shall result in rescission of this contract.

Beginning on the date this contract is awarded and extending until one year following the conclusion of the contract, no party or combination of parties listed in Division (I), (J), (Y), or (Z) of Section 3517.13 of the Ohio Revised Code, as applicable, shall make any contributions to the campaign committee of the governor or lieutenant governor of Ohio, or to the campaign committee of any candidate for governor or lieutenant governor, that are prohibited under Section 3517.13 of the Ohio Revised Code.

#### **Conflict of interest and ethics compliance certification**

Employer affirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict, in any manner or degree, with the performance of services which are required to be performed under any resulting Contract. In addition, employer affirms that a person who is or may become an agent of employer, not having such interest upon execution of this contract shall likewise advise the bureau in the event it acquires such interest during the course of this contract.

Employer agrees to adhere to all ethics laws contained in Chapters 102 and 2921 of the Ohio Revised Code governing ethical behavior, understands that such provisions apply to persons doing or seeking to do business with the bureau, and agrees to act in accordance with the requirements of such provisions; and warrants that it has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to the bureau or any of its board members, officers, employees, or agents, or any third party in any of the engagements of this agreement or otherwise, including, but not limited to a finder's fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise.

In accordance with Executive Order 2007-01S, Vendor or Grantee, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Vendor or Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract or grant and may result in the loss of other contracts or grants with the State of Ohio.

#### **Conditions precedent**

All provisions of the agreement are subject to appropriation and, unless renewed, terminate at the end of the State of Ohio biennium budget period, to wit: the 30<sup>th</sup> day of June of each odd-numbered year.

**Authority**

The person signing below for the employer states that he or she is either the owner, chief executive officer, chief financial officer, or other person having fiduciary responsibilities with the employer, and the employer agrees that that the signer or his, or her successor, will have the authority to oversee the carrying out the employer’s responsibilities after BWC issues the warrant for funds. The signer’s authority shall continue until the employer notifies BWC of the name of the successor. The signer on his or her own behalf and on behalf of the employer agrees to fully comply with the terms and conditions of this agreement and the program and to utilize all monies solely for the purposes intended and understands that he or she and the employer may be subject to civil, criminal and administrative penalties as the result of any false, misleading or fraudulent statements or if funds are not used or are misused, misapplied, or misappropriated in any way.

By my signature, I agree to fully comply with the terms and conditions of the program and to use all monies solely for the purposes intended. I further understand I may be subject to civil, criminal and/or administrative penalties as the result of any false, fictitious and/or misleading or fraudulent statements made, and/or if funds are not used, or are misused, misapplied or misappropriated in any way, and/or are used for purchases and/or services not associated with the approved budget and/or itemized proposal submitted.

**Modifications**

The parties may, in writing and by mutual agreement, amend, modify, supplement or rescind the terms of this agreement.

**In witness**, the parties affix their signatures this \_\_\_\_ day of \_\_\_\_\_, 200\_.

**Employer:** \_\_\_\_\_  
Federal Tax ID \_\_\_\_\_

**Ohio Bureau of  
Workers’ Compensation**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Marsha Ryan,  
BWC Administrator

\_\_\_\_\_  
Title

NH Loans BWC Agreement 2006.doc  
SH  
July 2007

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> 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. The TIN provided must match the name given on Line 1 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.

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

Social security number
+
or
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. 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.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**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,



Instructions for completing the vendor information form  
(OBM-3456-(Rev.07 / 2007))

OVERALL

- A. Check "New" to register as a vendor and to do business with the State of Ohio.
- B. Check "W-9 Attached" to confirm that a completed IRS Form W-9 (revised November, 2005 or later) is attached. This is required for all new vendors. Use the Vendor Information Change Form (OBM-3457) to make changes to the vendor information as it currently exists in OAKS.
- C. This form needs to be completed by the vendor and only reviewed by the agency.
- D. Whenever possible please have the vendor complete the original form from the OBM Website. This will help to eliminate an unreadable form being faxed. The form is under the Vendor Forms Section on the OBM website at: <http://www.obm.ohio.gov/forms/OAKS.asp>.
- E. Enter your company's Federal Tax Identification number or your Social Security number if you, as an individual are participating.

SECTION 1

- A. The Vendor Legal Business Name should match the name on the W-9.
- B. If the vendor has multiple subsidiaries doing business with the agency, then attach the needed information per subsidiary on a separate sheet. (i.e. If the subsidiary has a different remittance information or business location, then that information should be listed for each subsidiary company on a separate sheet of paper. If all subsidiaries have the same information but just different business names, then just list the different business names on an attached sheet if extra space is needed.)
- C. The Business Entity and Taxpayer ID# should be the same as listed for the IRS on the W-9 Form. Enter your company's Federal Tax Identification number or your Social Security number if you, as an individual are participating.

SECTION 2

- A. Vendor Address is the physical location of the business.
- B. Complete "Contact Information" for the business.

- C. Should the business not have a website, e-mail address, business telephone or fax number, then please state that it is non-applicable or "N/A".
- D. If the business is currently certified through the State of Ohio MBE or EDGE Program, check the appropriate box.
- E. Payment terms should be either discounted (2/10 Net 30) or "Net 30". Should nothing be selected it will default to "Net 30".

### SECTION 3

- A. The remittance address may differ from the physical location of the business. Check the appropriate box if the remittance address is the same as the business' physical location or if using EFT. Should the Business be using the EFT, then an EFT - Direct Deposit Form (OBM-1234) needs to be completed using the instructions posted on the OBM website under the Vendor Forms Section: <http://www.obm.ohio.gov/forms/OAKS.asp>.

### SECTION 4

- A. Select how the purchase order should be distributed. Fill in the appropriate information (i.e. fax number if requesting via fax).
- B. Please identify the name of the person to receive the purchase order.

If you have any questions, please contact the issuing state agency.

# State of Ohio Office of Budget & Management New Vendor Information Form

(Replaces the old CAS VENE Form)

ALL parts of this form must be completed by the vendor and returned to the issuing state agency

**Read and Complete Carefully**

NEW

W-9 ATTACHED (Required)

**SECTION 1:**

COMPLETE VENDOR LEGAL BUSINESS NAME (Should match W-9)

Business Name, Trade Name, Doing Business As: (If different from above)

BUSINESS ENTITY:  CORPORATION  PARTNERSHIP  SOLE PROPRIETOR

(Please check one only)  NON PROFIT  INDIVIDUAL  OTHER (SPECIFY): \_\_\_\_\_

**NOTE** : IF SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME ABOVE

TAXPAYER ID # (TIN):  SSN  FEIN #

**SECTION 2:**

VENDOR ADDRESS: STREET CITY COUNTY STATE ZIP CODE COUNTRY

CONTACT INFORMATION: NAME (TYPE OR PRINT)

VENDOR WEBSITE:

VENDOR E-MAIL ADDRESS:

BUSINESS PHONE & Ext #:

FAX NUMBER & Ext #:

IS YOUR BUSINESS CURRENTLY CERTIFIED AS  MBE (Minority Business Enterprise)  EDGE (Encouraging Diversity, Growth & Equity)

PAYMENT TERMS: (Pick one only)  2/10 Net 30  Net 30

**SECTION 3:**

REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS

SAME AS VENDOR ADDRESS ABOVE  EFT (Electronic Funds Transfer)

REMIT ADDRESS STREET CITY STATE ZIP CODE

**NOTE** : If EFT, must complete Form OBM -1234 -(Rev.5/2007) Authorization for Direct Deposit of State Warrants

**SECTION 4:**

FOR PURCHASE ORDER (PO) DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW; 2) INPUT EMAIL ADDRESS OR FAX# (IF CHECKED)

EMAIL

FAX

USPS MAIL

NAME OF PERSON TO RECEIVE PO Distribution:

PHONE NUMBER:

E-MAIL ADDRESS:

TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM:

PHONE NUMBER:

SIGNATURE:

**ADD ADDITIONAL BUSINESS ADDRESS-MAIL & CONTACT INFORMATION ON SEPARATE SHEET IF REQUIRED**

PLEASE SEND COMPLETED FORM & QUESTIONS ABOUT THE FORM TO THE ISSUING AGENCY (information listed below) :

ISSUING AGENCY INFORMATION

