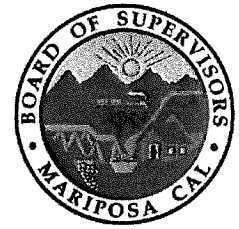




# MARIPOSA COUNTY

Human Services/Social Services • (209) 966-2000



## **RESOLUTION - ACTION REQUESTED 2016-647**

MEETING: December 13, 2016

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: JUMP Technology Services

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### **RECOMMENDATION AND JUSTIFICATION:**

Approve a Three-Year Agreement with Jump Technology Services to Provide LEAPS a Cloud Based Adult Protective Services Software System in an Amount Not to Exceed \$23,560; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This is a first-time contract targeted for Adult Protective Services and Public Guardianship/Public Conservatorship clients within the Social Services division. This Agreement is to purchase software that will assist our team in maintaining and utilizing information that will best support our clients while keeping their information safe.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Social Services Division will continue to rely on manual record keeping, potentially leading to inadequate accountability and support of client information.

### **FINANCIAL IMPACT:**

**There is sufficient funding in the Social Services Budget to fund this Agreement. There is no impact to the County General Fund.**

### **ATTACHMENTS:**

**JUMPS Technology Services - November 1 2016 (PDF)**

### **CAO RECOMMENDATION**

Requested Action Recommended

  
Mary Hodson, CAO 12/7/2016

**RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Kevin Cann, District IV Supervisor

**SECONDER:** Merlin Jones, District II Supervisor

**AYES:** Smallcombe, Jones, Long, Cann, Carrier



A Cloud Based Adult Protective Services System

JUMP Technology Services  
200 Russell M Perry Ave.  
Oklahoma City, OK 73104

**Date Prepared:** 09/06/2016

**Organization:**  
Mariposa County  
5362 Lemee Lane  
Mariposa, CA 95338

## Software Maintenance and Support Agreement

This agreement is made between JUMP Technology Services L.L.C. (JUMP) and

Mariposa County (hereafter referred to as Customer).

### Scope of Services

- Adult Protective Services System Software Maintenance and Support under Advantage Plan
- Application hosting and hosting environment support
- Annual SSL certificate renewal
- One Time On Site Training Fee

On Site training for up to two days, up to 10 users at a location provided by Customer.

Electronic Copy (no charge)

Bound Manual (8 copies at no charge, additional copies at \$60.00 each)

One Time On-Site Training Fee: \$2700.00

One Time Setup Fee (covers domain registration, SSL certificate and installation labor): \$1,000

Customization to Input Existing Closed Cases: \$1500

Hosting 1-10 Users \$7344 less 6 months free for first year = \$3672

***Plan Dates Year One: 11/01/2016 to 10/31/2017***

***Support Plan Level LICENSE AND HOSTING 1-10 Users***

***Year One Cost: \$8,872.00 (includes Training, One Time Setup, and Hosting)***

***Plan Dates Year Two: 11/01/2017 to 10/31/2018***

***Support Plan Level LICENSE AND HOSTING 1-10 Users***

***Year Two Cost: \$7344***

***Plan Dates Year Three: 11/01/2018 to 10/31/2019***

***Support Plan Level LICENSE AND HOSTING 1-10 Users***

***Year Three Cost: \$7344***

***Plan Renewal Date: November 1***

***Plan Agreement Term: 11/01/2016 to 10/31/2019***

### Billing Schedule

Services are paid for at the beginning of each quarter. Monthly invoices will be sent electronically.

### Additional Terms and Conditions

**Price Escalation.** At the end of the three-year Plan Agreement Term, JUMP will issue a renewal agreement for a three year term. JUMP may, at its option, adjust pricing due to market increases and increased costs that JUMP incurs. JUMP guarantees that pricing escalation will not exceed 6% every three years.

**Changes to Plan.** During any Plan Agreement Term, the customer may change the plan level and pay only the monthly charge for the plan level with no additional charges. The customer may also exercise an option to purchase one time, non-recurring services separate from this agreement.

**Termination.** It is agreed by both parties that this agreement may be terminated by notice in writing by either party 60 days before termination date. If JUMP notifies Customer of its intent to terminate, customer shall be eligible to receive (at no additional fee) a flat file data backup of report data in an

electronic format (non proprietary) except if termination is due to non-payment. If Customer terminates the agreement, Customer shall pay a flat rate fee of \$1,200.00 to receive the flat file data backup. JUMP will destroy Customer data in its possession within 90 days following the termination date.

**Modification.** Any modification or amendments to the contract must be in writing and agreed to by both parties.

## **Software Maintenance and Support Agreement**

### **Definitions**

1. Enhancement shall mean any modification or addition that, when made or added to a Program, materially changes its utility, efficiency, functional capability, but that does not constitute solely an Error Correction. Enhancements may be designated by JUMP as minor or major, depending on JUMP's assessment of their value and of the function added to a Program.

2. Error shall mean any failure of a Program to conform in all material responses to its functional specifications as documented in the Program manuals.

3. Error correction shall mean either a modification or an addition that, when made or added to a Program, establishes material conformity of the Program to the functional specifications or a procedure or routine that, when observed in the regular operation of the Program, eliminates the practical adverse effect on Customer of such nonconformity

4. Maintenance services shall mean the services provided under JUMP's Maintenance and Support Services policy in effect on the date such services are ordered. A copy of JUMP's Maintenance and Support Services policy is below as Exhibit A.

5. Major Release shall mean a new version of the Program that includes Enhancements, upgrade in features, functionality or performance of the Program which JUMP licenses separately or offers for an additional fee.

6. Programs shall mean the program(s) licensed to Customer by JUMP as identified in the License Agreement or owned by the Customer in the event JUMP is contracting for support services of a software program JUMP does not own.

7. Updates shall mean subsequent releases of the Major Release that provide minor Enhancements or Error Corrections. Updates are made available at no charge to Programs receiving Maintenance Service.

8. Administrative Site shall mean the top level organizational unit overseeing program functions. Hosting agreements are made for the number of users per Administrative Site. For example, if administration is county based, then each county shall have an administrative site and web address for its installation of Hosted Adult Protective Service. If administration is statewide, then one administrative site would cover the operations of the program across the state.

### **Maintenance and Support Services**

Scope of Maintenance Services for Program(s). Hosted Adult Protective Services Customer agrees to purchase hosting under a Support Plan. The Support Plan includes hosting and maintenance Services for each administrative site installation. JUMP reserves the right to revise its Maintenance Services from time to time at its discretion, but shall maintain the level of support set forth in Exhibit A. JUMP shall provide Customer with thirty (30) days prior written notice of any material changes to the level of Maintenance Services.

## **Exhibit A: Software Maintenance and Support Agreement**

This agreement is made between JUMP Technology Services and Customer and related to the Adult Protective Services Data System known as AACTS or the AACTS Web Upgrade also known as LEAPS.

### **System Maintenance Efforts Include**

- Technical Consulting
- Troubleshooting
- Interface with customer project representative
- System enhancement efforts as defined in scope of services

## **Definitions**

1. Enhancement shall mean any modification or addition that, when made or added to a software system, materially changes its utility, efficiency, functional capability, but that does not constitute solely an Error Correction. Enhancements may be designated by JUMP as minor or major, depending on JUMP's assessment of their value and of the function added to the software system.
2. Error shall mean any failure of the software system to conform in all material responses to its functional specifications as documented in the software system manuals or scope of work.
3. Error correction shall mean either a modification or an addition that, when made or added to a software system, establishes material conformity of the software system to the functional specifications or a procedure or routine that, when observed in the regular operation of the software system, eliminates the practical adverse effect on Customer of such nonconformity
4. Maintenance services shall mean the services provided under JUMP's Maintenance and Support Services policy in effect on the date such services are ordered. A copy of JUMP's Maintenance and Support Services policy is below as Exhibit A.
5. Major Release shall mean a new version of the software system that includes Enhancements, upgrade in features, functionality or performance of the software system which JUMP licenses individually or offers for an additional fee.
6. Software system shall mean the software system(s) licensed to Customer by JUMP as identified in the License Agreement or owned by the Customer in the event JUMP is contracting for support services of a software system JUMP does not own.
7. Updates shall mean subsequent releases of the Major Release that provide minor Enhancements or Error Corrections. Updates are made available at no charge to software systems receiving Maintenance Service.
8. Help Desk Ticket (HDT) shall mean a problem identified by unique number in JUMP's Help Desk system.

# Maintenance and Support Services

Scope of Maintenance Services for software system(s). Customer agrees to purchase Maintenance Services for each software system. JUMP may revise its Maintenance Services from time to time at its discretion, but shall maintain the level of support set forth in Exhibit A. JUMP shall provide Customer with thirty (30) days prior written notice of any material changes to the level of Maintenance Services.

## 1.0 Definition of Support Services

For critical outages, customer representatives may contact us by telephone at designated after hours numbers that will be provided at execution of this agreement. All non-critical incidents and requests for service must be reported via JUMP's customer support portal by authorized customer representatives located at <https://jumpssc.com>. For privacy and security as well as timeliness tracking, support inquiries may not be sent via email. JUMP's analyst will respond to Customer Program inquiries, coordinate resolution of Program problems, including the verification of any reported errors, provide acceptable problem workaround, and communicate with designated Customer representatives on status and/or for additional problem information and supply the Error Corrections and/or Update Release, as necessary.

## 2.0 Support Plan

Customer representatives may access support through the customer support portal or by calling 918-624-5867 during normal business hours. Normal business hours are between 7 a.m. and 7 p.m. (Central Time), Monday through Friday, excluding national and JUMP company holidays. A list of JUMP company holidays is below as Exhibit B, and is subject to change from year to year. The total number of JUMP company holidays is not to exceed ten (10) days per year. For after-hours contacts, JUMP will provide two, emergency contact numbers.

Service includes the following:

- Access to support service through telephone, fax, and email
- Access to support services by up to two (3) designated Customer contacts
- Access to available Update Release documentation
- Web access provides
  - Submitting Program inquiries or reporting Program problems
  - Access to Program technical tips
  - Access to Program problem and solution list(s)
  - Access to available Patches
  - Review Customer call/issue & status
  - Review Customer maintenance contract status

## 3.0 Reporting Cases to the Support Services Center

3.1 All Program inquiries or issue reports submitted to JUMP Technology Services (HDT) must be made by a designated Customer contact. HDT will generally fall into one of four categories:

- **Technical Assistance:** Questions about Program usage and installation that do not result in registration of a program defect or enhancement request.

- **Program Defect:** A Customer encounters a problem that is determined to be an Error or defect in the Program.
- **Feature Enhancements Requests:** Request for a tool or feature that is not included in the current set of JUMP Technology Services' produced or licensed software or features. JUMP will review Customer's requests for feature enhancement during normal JUMP systems update cycles.
- **Documentation Discrepancies.**

3.2 All HDT submitted to the SSC shall be made in the form of an issue report and shall include the following:

- Contact information for the designated Customer contact reporting the problem.
- The name and version number of the system being used.
- A general description of the operating environment in which the issue was discovered (as applicable).
- A description of relevant hardware components in the environment.
- A description of relevant software components (O.S., browser) in the environment and their versions.
- A description of the problem and expected results.
- System generated error messages or diagnostics where available.

3.3 JUMP will respond to HDT within JUMP's published response time goals as follows for all issues categories excluding enhancement requests:

<b>Priority</b>	<b>Acknowledgment</b>	<b>Response</b>
1 – High	2 business hours	4 business hours
2 – Medium	1 business day	3 business days
3 – Low	3 business days	5 business days



- **Acknowledgment Time** is the time between the Customer reporting the HDT to JUMP and the time JUMP gives the Customer notice that it acknowledges the situation. These response times apply to HDT reported via email, fax or the Web during normal business hours (CST), or via the SCC Support Hot Line. HDT reported via email, fax or the Web outside of normal business hours (CST) will adhere to the above times from the start of the next business day.
- **Response Time** is the time between the Customer reporting the HDT and the time that a PMO or SSC Analyst is assigned and actively working on the HDT.

Requests for enhancements or services beyond the scope of this agreement shall be offered to Customer according to JUMP's current government contract rate schedule.

#### 4.0 Definitions of HDT Priorities

**4.1 Priority Definitions:** JUMP and Customer will work jointly to assign the appropriate priority to all HDT based on the following criteria:

Priority	Conditions
1 – High	Critical business impact. The Customer has complete loss of service and work cannot reasonably continue; experiences real or perceived data loss or corruption; an essential part of the system is unusable for the Customer, which results in the inability to use a mission critical application.
2 – Medium	Some business impact. The problem seriously affects the functionality of the Program but can be circumvented so that the Program can be used; or that the Program as a whole functions but that a certain function is somewhat disabled, gives incorrect results or does not conform to the specifications.
3 – Low	Minimal business impact. The Customer can circumvent the problem and use the system with only slight inconvenience. The error can be considered insignificant and has no significant effect on the usability of the software, e.g., a small system error or a small error in the documentation. This priority is also used for questions, comments, and requests for enhancements to the software.

**4.2 JUMP's undertaking:** For each HDT reported by Customer, JUMP undertakes to:

- Maintain a telephone number for Customer to call to report a problem and receive assistance

- Confirm receipt of all reports to Customer. The confirmation shall be in written form and shall contain an identifying ticket number assigned by JUMP which will be used in all subsequent communications and contain a time-frame in which a response from JUMP can be expected.
- Analyze the report and verify the existence of the problem
- Give Customer direction and assistance in resolving technical issues.

**4.3 Customer's undertaking:** Before escalating a HDT to JUMP, Customer undertakes to:

- Appoint designated Contacts from Customer's organization for all matters relating to the support issues for JUMP systems
- Obtain all necessary information as outlined above.
- Include JUMP's identifying HDT number in all subsequent communications with JUMP regarding the HDT.
- Maintain an accurate record of all HDT actions, based on feedback from JUMP.

**5.0 Closure of HDT**

HDT will be considered to be resolved and will be closed under the following conditions:

- Customer receives an error correction, a workaround, or information that resolves the issue.
- Issue is identified as not a problem with the JUMP product
- If the HDT results in a defect correction or enhancement request being entered and Customer has been advised of this and has been notified of the defect/enhancement ID for future reference.
- Customer has not responded after 10 business days to JUMP after information was provided via a final message left on Customer's voice mail or via email. The HDT can be reopened if the issue has not been resolved.

**6.0 Software Releases**

JUMP will provide an updated upgrade schedule to customer at the end of each quarter. The upgrade will include customer requested enhancements, feature upgrades, and defect corrections. Prior to the release of the new version, JUMP will provide a detailed release plan and the location of the test system for customer's review and testing of the new release. Upon successful testing and acceptance by the customer, JUMP will schedule the upgrade with the customer at a time to be approved by the customer. All versions must be installed in sequence.

**7.0 Failure Correction Goals**

HDT that result in the identification of a software system defect/failure will cause a Defect to be logged. The Customer will be notified that the defect/failure was received and will be provided with an HDT number. JUMP will respond to defect reports as indicated in the table below. The

response time goals do not apply in situations where it is verified that the source of the failure is a third party product.

Defect Correction Goals:

Priority	Interim Solution	Final Solution
1 – High	All commercially reasonable effort until the defect is repaired	Permanent correction within 30 business days of identification of the cause of the defect.
2 – Medium	N/A	Permanent correction within 45 business days of identification of the cause of the defect
3 – Low	N/A	Permanent correction with next schedule Major Release or Update Release

## EXHIBIT B: JUMP Technology Services Company Holidays

The following JUMP Technology services company holidays will be excluded from the support plan and as identified and defined by Exhibit B, attached to the Software Maintenance and Support Agreement. JUMP company holidays are subject to change from year to year, but the total number of JUMP company holidays will not exceed ten (10) days per year.

Generally the following holidays will be observed:

New Year's Day

George Washington's Birthday

Memorial Day

Independence Day

Labor Day

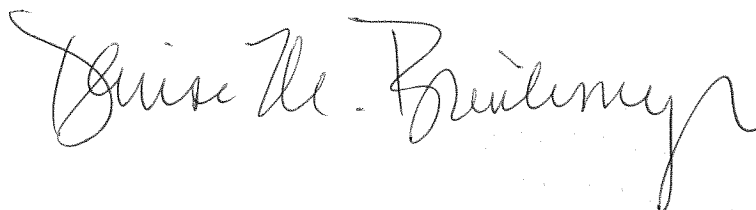
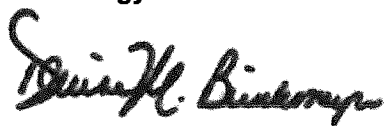
Thanksgiving

Day after Thanksgiving

Christmas Day

Day after Christmas

### JUMP Technology Services:



Name:

Title: President

Date: 04/08/2016

### Accepted for Customer:

Name



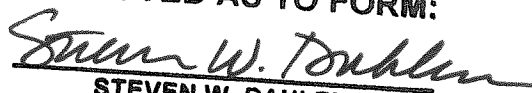
Title

Board Chair

Date

12-13-16

APPROVED AS TO FORM:



STEVEN W. DAHLEM  
COUNTY COUNSEL



JUMPTEC-01

SHOWARD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BancFirst Insurance Services, Inc. 3707 N. Harrison Shawnee, OK 74804	<b>CONTACT NAME:</b> Sharon Howard <b>PHONE (A/C, No, Ext):</b> (405) 214-3833 <b>FAX (A/C, No):</b> (405) 273-0704 <b>E-MAIL ADDRESS:</b> sehoward@bfins.com														
<b>INSURED</b>  Jump Technology Services LLC 200 Russell M Perry Ave Oklahoma City, OK 73104	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Prop Cas of America</td> <td>25674</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Co of America</td> <td>25666</td> </tr> <tr> <td>INSURER C : Travelers Casualty Insurance Company of America</td> <td>19046</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Prop Cas of America	25674	INSURER B : Travelers Indemnity Co of America	25666	INSURER C : Travelers Casualty Insurance Company of America	19046	INSURER D :		INSURER E :		INSURER F :	
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**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZPP13N75018	05/31/2016	05/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA2A58374A	05/31/2016	05/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP13N75184	05/31/2016	05/31/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB5725B120	05/31/2016	05/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Cyber Liability</b>			ZPL15S78082	05/31/2016	05/31/2017	<b>Aggregate Limit</b> 2,000,000
A	<b>Cyber Liab-3rd Party</b>			ZPL15S78082	05/31/2016	05/31/2017	<b>Each Wrongful Act</b> 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 COMPUTER SOFTWARE PROGRAMING

**CERTIFICATE HOLDER****CANCELLATION**

<b>Mariposa County</b> 5362 Lemee Lane Mariposa, CA 95338	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

## 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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**JUMP Technology Services**

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► **P**  
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)  
**200 Russell M Perry Ave.**

6 City, state, and ZIP code  
**Oklahoma City, OK 73104**

7 List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>																					
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7	3	-	1	5	8	7	6	3	1												

### Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person ► *David H. Binkman*

Date ► 06/17/2016

### General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.