



Use **BLUE INK ONLY**

**Please submit the following documents along with application:**

Resume'

Diploma and/or Degree

Official Transcript

Social Security Card

Driver's License

Current Car Insurance

Professional License and/or Insurance

3 Professional References letters

Direct Deposit Information

CPR/First Aid Certification

<https://www.nationalcprfoundation.com>

(BLS for Healthcare Providers Course)

NPI Number

<https://npiregistry.cms.hhs.gov>

(Taxonomy for Non-Licensed Behavioral Health Staff -171M00000X)

**\*\*Complete application in its entirety, lack thereof will result in processing delay and applicant will NOT be able to begin work until doing so\*\***

# Employee Cover Sheet

Employee Name: \_\_\_\_\_

<b>Legal Name:</b>	<b>DOB:</b>	<b>SSN:</b>
<b>Email Address:</b>	<b>Site Location:</b>	<b>Hourly Rate:</b>
<b>Job Title:</b>	<b>Diploma/Degree:</b>	
<b>Home Address:</b>  _____	<b>Mailing Address:</b>  _____	<b>Contact #:</b>  Home: _____ Cell: _____
<b>Other:</b>	<b>Other:</b>	<b>Other:</b>

\_\_\_\_\_  
**Staff Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**SITE Supervisor Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Human Resources Signature**

\_\_\_\_\_  
**Date**

<b><u>Office Use Only</u></b>
<b>Effective Date:</b> _____
<input type="checkbox"/> New Employee
<input type="checkbox"/> Established Employee Update
<input type="checkbox"/> Discharged Employee Update
<input type="checkbox"/> Pay Rate Update



*We are an equal opportunity employer, dedicated to a policy of nondiscrimination in employment on any basis including race, color, age, sex, religion, disability, or national origin.*

**Please Complete in BLUE INK Only**

Applicant Information									
Last Name			First Name				M.I.		
Street Address						Apartment/Unit #			
City						State		ZIP Code	
Phone: ( )				E-mail Address:					
Last 4 Digits Social Security No.:			XX-XXXX-						
Position Applied for:									
Are you a citizen of the United States?			YES	NO	If no, are you authorized to work in the U.S.?			YES	NO
			<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>
Have you ever worked for this company?			YES	NO	If yes, when?				
			<input type="checkbox"/>	<input type="checkbox"/>					
Have you ever been convicted of a felony?			YES	NO					
			<input type="checkbox"/>	<input type="checkbox"/>					
If yes, explain:									
Education									
High School:			Address:						
From:		To:		Did you graduate?	YES	NO	Degree:		
					<input type="checkbox"/>	<input type="checkbox"/>			
College:			Address:						
From:		To:		Did you graduate?	YES	NO	Degree:		
					<input type="checkbox"/>	<input type="checkbox"/>			
Other:			Address:						
From:		To:		Did you graduate?	YES	NO	Degree:		
					<input type="checkbox"/>	<input type="checkbox"/>			
References									
<i>Please list three professional references.</i>									
Full Name:			Relationship:						
Company:						Phone: ( )			
Address:									
Full Name:			Relationship:						
Company:						Phone: ( )			

Address:							
Full Name:		Relationship:					
Company:				Phone:		( )	
Address:							
<b>Previous Employment</b>							
Company:				Phone:		( )	
Address:				Supervisor:			
Job Title:		Starting Salary:		\$		Ending Salary: \$	
Responsibilities:							
From:		To:		Reason for Leaving:			
May we contact your previous supervisor for a reference?				YES	NO		
				<input type="checkbox"/>	<input type="checkbox"/>		
Company:				Phone:		( )	
Address:				Supervisor:			
Job Title:		Starting Salary:		\$		Ending Salary: \$	
Responsibilities:							
From:		To:		Reason for Leaving:			
May we contact your previous supervisor for a reference?				YES	NO		
				<input type="checkbox"/>	<input type="checkbox"/>		
Company:				Phone:		( )	
Address:				Supervisor:			
Job Title:		Starting Salary:		\$		Ending Salary: \$	
Responsibilities:							
From:		To:		Reason for Leaving:			
May we contact your previous supervisor for a reference?				YES	NO		
				<input type="checkbox"/>	<input type="checkbox"/>		
Company:				Phone:		( )	
Address:				Supervisor:			
Job Title:		Starting Salary:		\$		Ending Salary: \$	
Responsibilities:							
From:		To:		Reason for Leaving:			
May we contact your previous supervisor for a reference?				YES	NO		
				<input type="checkbox"/>	<input type="checkbox"/>		
<b>Military Service</b>							
Branch:		From:		To:			
Rank at Discharge:		Type of Discharge:					
If other than honorable, explain:							
<b>Disclaimer and Signature</b>							
<i>I certify that my answers are true and complete to the best of my knowledge. If this application leads to employment, I understand that false or misleading information in my application or interview may result in my release.</i>							
Signature:						Date:	



# Acknowledgement of Pre-Employment Health Screening

My signature below signifies that I understand the policy of Red River Therapeutic Solutions that all employees must have a drug test, proof of TB vaccinations, and proof of Hepatitis B vaccinations.

Red River Therapeutic Solutions will reimburse employee for the cost of the Pre-Placement Drug Screen and Tuberculosis Skin Test on their first check.

**Print Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

# Red River Therapeutic Solutions, LLC

## EMERGENCY CONTACT FORM

### Personal Contact Info:

Name \_\_\_\_\_

Address \_\_\_\_\_

Home Telephone # \_\_\_\_\_ Cell # \_\_\_\_\_

SS # \_\_\_\_\_ DOB \_\_\_\_\_

DL# & State \_\_\_\_\_ Position \_\_\_\_\_

### Emergency Contact Info:

(1) Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_

Telephone # \_\_\_\_\_

(2) Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_

Telephone # \_\_\_\_\_

Confidential Medical Conditions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Allergies, Etc.: \_\_\_\_\_

\_\_\_\_\_

I have voluntarily provided the above contact information and authorize Red River Therapeutic Solutions and its representatives to contact any of the above on my behalf in the event of an emergency.

I choose not to furnish any emergency contact information to Red River Therapeutic Solutions at this time.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

# Red River Therapeutic Solutions, LLC

## Attestation Prior to Hire

**My signature below is an attestation of the following:**

- I am capable of performing the essential functions of my job description with or without accommodation;
- I lack present illegal substance use;
- I have no history of loss of license (if applicable);
- I have no history of loss or limitation of privileges or disciplinary actions (if applicable);
- I have no reports of current or past adverse actions that may present risk management concerns (malpractice actions, insurance cancellations, criminal convictions, Medicaid/Medicare exclusions, or sanctions; ethical violations)
- I have not defaulted on a student loan. If I have defaulted, I am enrolled in a student loan repayment program.

**Staff Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## AUTHORIZATION FOR BACKGROUND CHECK

*Please read and sign this form in the space provided below.*

*Your written authorization is necessary for completion of the application process.*

Applicant Name: \_\_\_\_\_

Present Address: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

I, \_\_\_\_\_, hereby authorize Red River Therapeutic Solutions (the "Company") of 2715 Mackey Place Suite 135, Shreveport, Louisiana 71118, and/or its agents to make investigation of my background, references, character, past employment, consumer reports, education and criminal history record information which may be in any state or local files, including those maintained by both public and private organizations, and all public records, for the purpose of confirming the information contained on my application and/or evaluating whether I am qualified for the position for which I am applying.

I hereby consent to the Company's verification of all information I have provided on my application form. I also agree to execute as a condition of employment or a condition of continued employment any additional written authorization necessary for the Company to obtain access to and copies of records pertaining to this information. I also hereby authorize the Company's access to any medical histories or records pertaining to me (and any other individuals who due to my employment may be covered by any Company medical or other insurance program). With regard to foregoing disclosures, I hereby agree to release any person, company, or other entity from any and all causes of action that otherwise might arise from supplying the Company with information it may request pursuant to this release. I understand that any false answers or statements, or misrepresentations by omission, made by me on this application or any related document, will be sufficient for rejection of my application or for my immediate discharge should falsifications or misrepresentations be discovered after I am employed.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name – Printed

**Red River Therapeutic Solutions, LLC**  
**DIRECT DEPOSIT AUTHORIZATION**

Please print and complete ALL the information below.

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Social Security #:** \_\_\_\_\_

**Name of Bank:** \_\_\_\_\_

**Account #:** \_\_\_\_\_

**9-Digit Routing #:** \_\_\_\_\_

**Amount:**       \$ \_\_\_\_\_       \_\_\_\_\_%      or       Entire Paycheck

**Type of Account:**       Checking       Savings      (Check One)

**Account # 2 (if applicable)**

**Name of Bank:** \_\_\_\_\_

**Account #:** \_\_\_\_\_

**9-Digit Routing #:** \_\_\_\_\_

**Amount:**       \$ \_\_\_\_\_       \_\_\_\_\_%      or       Entire Paycheck

**Type of Account:**       Checking       Savings      (Check One)

*Attach a voided check for each bank account to which funds should be deposited (if necessary)*

\_\_\_\_\_ [Red River Therapeutic Solutions, LLC] is hereby authorized to directly deposit my pay to the account(s) listed above and the Financial Institution to accept and credit the amount of such entries to my account. This authorization will remain in effect until I modify or cancel it in writing.

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Employee Time Agreement

Name \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Circle One:    *Part Time*    *Full Time*    *Contract*

**Policy:**    *Red River Therapeutic Solutions. provides services in the home, school, and workplace and any other community location during business hours and on an emergency basis afterwards.*

- Procedure:**
1. Place initials in each box that correlates with the times that you will be cable of providing services for staff, supervisors, and recipients.
  2. Return form to Human Resources Department for placement in employee chart.

	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>	
<b>8-9 am</b>								
<b>9-10 am</b>								
<b>10-11 am</b>								
<b>11-12 noon</b>								
<b>12-1 pm</b>								
<b>1-2 pm</b>								
<b>2-3 pm</b>								
<b>3-4 pm</b>								
<b>4-5 pm</b>								
<b>5-6 pm</b>								
<b>6-7 pm</b>								
<b>7-8 pm</b>								<b>Total Hrs. per Week</b>
<b>Total Hrs</b>								

*My signature below indicates that I will be available to provide services and accept/return calls from staff, supervisors, and/or recipients between the aforementioned times.*

\_\_\_\_\_  
**Staff's Signature**

\_\_\_\_\_  
**Date**



# Independent Contractor's Agreement

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, between **Red River Therapeutic Solutions** hereinafter referred to as "Company," located at **2715 Mackey Lane Suite 135, Shreveport, LA 71118** and \_\_\_\_\_ hereinafter referred to as "Independent Contractor," collectively referred to as the "Parties."

## RECITALS

Independent Contractor is engaged in providing **Community Support / Counseling** business services, with their principal place of business at address \_\_\_\_\_, Employer Tax I.D. Number 811240931 Business License Number \_\_\_\_\_.

Independent Contractor represents that he or she has complied with all Federal, State, and local laws regarding business permits, sales permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the Job Description which is to be performed as an Independent Contractor pursuant to this Agreement. Independent Contractor is or remains open to conducting similar tasks or activities for entities other than the Company and holds him/herself out to the public to be a separate business entity.

Company desires to engage and contract for the services of the Independent Contractor to perform certain tasks as set forth herein. Independent Contractor desires to enter into this Agreement and perform as an independent contractor for the company and is willing to do so on the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

**1. Status of Independent Contractor.** This Agreement does not constitute a hiring by either party. It is the parties intention that Independent Contractor shall have an independent contractor status and not be an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims. Within the Job Description, Independent Contractor shall retain sole and absolute discretion in the manner and means of carrying out their activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and the Company shall not be liable for any obligations incurred by Independent Contractor unless specifically authorized in writing. Independent Contractor shall not act as an agent of the Company, ostensibly or otherwise, nor bind the Company in any manner, unless specifically authorized to do so in writing.

**2. Tasks, Duties, and Job Description.** Independent Contractor agrees to devote as much time, attention, and energy as necessary to complete or achieve the following: **See Separate Job Description**

Independent Contractor shall additionally perform any and all tasks and duties associated with the Job Description set forth above, including but not limited to, work already being performed or related change orders. Independent Contractor has full discretion within the "Job Description" but shall not engage in activities which are not expressly set forth by this Agreement without written permission.

**3. Books and Records.** The books and records related to the Job Description set forth in this Agreement shall be delivered to the "Company". All data should be entered into the database within **24 hours** of completion.



**4. Location, Tools, Equipment, Suggestions.** Independent Contractor shall be responsible to the ownership and management of Company, but Independent Contractor will not be required to follow or establish a regular or daily work schedule. Independent Contractor shall supply all necessary equipment, materials and supplies. Independent Contractor will not rely solely on the equipment or offices of Company for completion of tasks and duties set forth pursuant to this Agreement. Any advice given to Independent Contractor regarding the Job Description shall be considered a suggestion only, not an instruction. Company retains the right to inspect, stop, or alter the work of Independent Contractor to assure its conformity with this Agreement and Company needs.

**5. Compensation.** Independent Contractor shall be entitled to compensation for performing those tasks and duties related to the Job Description as follows:

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Such compensation shall become due and payable to Independent Contractor upon receiving an invoice and shall be paid according to the following schedule: All invoices for work performed each week should be delivered to Company by Monday of the following week to be paid on a bi-weekly basis according to the pay period.

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**6. Withholding of Taxes.** Independent Contractor recognizes and understands that it will receive an IRS 1099 statement and related tax statements, and will be required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Independent Contractor hereby promises and agrees to indemnify the Company for any damages or expenses, including attorney's fees, and legal expenses, incurred by the Company as a result of independent contractor's failure to make such required payments. At the Company's request, Independent Contractor shall provide proof of required tax payments.

**7. Agreement to Waive Rights to Benefits.** Independent Contractor hereby waives and foregoes the right to receive any benefits given by Company to its regular employees, including, but not limited to, health benefits, vacation and sick leave benefits, profit sharing plans, such as 401(k) plans. Independent Contractor agrees that if any government agency or court of law claims that Independent Contractor is an employee, he or she agrees that he or she is not covered under these plans. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to the Independent Contractor by virtue of their services to Company, and is effective for the entire duration of Independent Contractor's agreement with Company. This waiver is effective independently of Independent Contractor's employment status as adjudged for taxation purposes or for any other purpose.

**8. Termination.** This Agreement shall be terminated at the conclusion of the Job Description. It may be terminated prior to the completion or achievement of the Job Description for cause by either party. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this Agreement. It shall continue under the same terms and conditions as set forth herein only by written agreement between the parties.

**9. Non-Disclosure of Trade Secrets, Customer Lists and Other Proprietary Information**

**a. Representation and Warranties.** Independent Contractor represents and warrants that their relationship with Company will not cause or require he/she/it to breach any obligation to, agreement, or confidence related to confidential, trade secret and proprietary information of any other person, company or entity. Further, Independent Contractor acknowledges that a condition of this relationship is that he/she/it has not brought and will not bring or use in the performance of his/her/its duties at Company any proprietary or confidential

information, whether or not in writing, of a former employer or contracting company without that employer or company's written authorization. Breach of this condition results in automatic termination of the relationship as of the time of breach. Except as may be noted on the back of the signature page hereof, there are no inventions of Independent Contractor heretofore made or conceived by Independent Contractor that Independent Contractor deems to be excluded from the scope of this Agreement, and Independent Contractor hereby releases Company from any and all claims by the Independent Contractor by reason of any use by Company of any invention heretofore made or conceived by Independent Contractor.

**b. Proprietary Information.** For the purpose of this Agreement, "Proprietary Information" shall include, but not be limited to any information, observation, data, written material, record, document, drawing, photograph, layout, computer program, software, multimedia, firmware, invention, discovery, improvement, development, tool, machine, apparatus, appliance, design, work of authorship, logo, system, promotional idea, customer list, customer need, practice, pricing information, process, test, concept, formula, method, market information, technique, trade secret, product and/or research related to the actual or anticipated research development, products, organization, marketing, advertising, business or finances of Company, its affiliates or related entities.

All right, title, and interest of every kind and nature whatsoever in and to the Proprietary Information made, written, discussed, developed, secured, obtained or learned by Independent Contractor during the term of the relationship with the Company or during a 2 month period immediately following termination of that relationship, shall be the sole and exclusive property of Company for any purpose or use whatsoever, and shall be disclosed promptly by Independent Contractor to Company. The covenants set forth in the preceding sentence shall apply regardless of whether any Proprietary Information is made, written, discussed, developed, secured, obtained or learned (a) solely or jointly with others, (b) during the usual hours of work or otherwise, (c) at the request and upon the suggestion of Company or otherwise, (d) with Company's materials, tools, instruments, or (e) on Company's premises or otherwise.

Independent Contractor shall comply with any reasonable rules established from time to time by Company for the protection of the confidentiality of any Proprietary Information. Independent Contractor irrevocably appoints the President and all Vice Presidents of the Company to act as Independent Contractor's agent and attorney-in-fact to perform all acts necessary to obtain and/or maintain patents, copyrights and similar rights to any Proprietary Information assigned by Independent Contractor to Company under this Agreement if (a) Independent Contractor refuses to perform those acts, or (b) is unavailable, within the meaning of any applicable laws. Independent Contractor acknowledges that the grant of the foregoing power of attorney is coupled with an interest and shall survive the death or disability of Independent Contractor.

Independent Contractor shall promptly and fully disclose to Company, in confidence (a) all Proprietary Information that Independent Contractor creates, conceives or reduces to practice in writing either alone or with others during the term of this Agreement.

Nothing contained in this Agreement shall be construed to preclude Company from exercising all of its rights and privileges as sole and exclusive owner of all of the Proprietary Information owned by or assigned to Company under this Agreement. Company, in exercising such rights and privileges with respect to any particular item of Proprietary Information, may decide to maintain such Proprietary Information as secret and confidential, or may decide to abandon such Proprietary Information, or dedicate it to the public. Independent Contractor shall have no authority to exercise any rights or privileges with respect to the Proprietary Information owned by or assigned to Company under this Agreement.

c. **Confidentiality.** Independent Contractor hereby acknowledges that Company has made, or may make, available to Independent Contractor certain customer lists, client information, claims data, supply sources, techniques, computerized data, maps, methods, product design information, market information, technical information, benchmarks, performance standards and other confidential and/or Proprietary Information of, or licensed to, the Company or its clients/customers (“Customers”), including without limitation, trade secrets, inventions, patents, and copyrighted materials (collectively, the “Confidential Material”). Independent Contractor acknowledges that this information has independent economic value, actual or potential, that is not generally known to the public or to others who could obtain economic value from their disclosure or use, and that this information is subject to a reasonable effort by the Company to maintain its secrecy and confidentiality. Except as essential to Independent Contractor’s obligation under this Agreement, Independent Contractor shall not make any disclosure of this Agreement, the terms of this Agreement, or any of the Confidential Material. Except as essential to Independent Contractor’s obligations pursuant to their relationship with the Company, Independent Contractor shall not make any duplication or other copy of the Confidential Material. Independent Contractor shall not remove Confidential Material or proprietary property or documents without written authorization.

Immediately upon request from Company, Independent Contractor shall return to Company all Confidential Material or proprietary property or documents. Independent Contractor shall notify each person to whom any disclosure is made that such disclosure is made in confidence, that the Confidential Material shall be kept in confidence by such persons, and that such persons shall be bound by the provisions of this Agreement. Independent Contractor further promises and agrees not to solicit Customers or potential Customers of the Company, after the termination of this Agreement, while making use of Company’s Confidential Material.

d. **Non-Solicitation Covenant.** Independent Contractor shall not, during the Agreement and for a period of *one year* immediately following termination of this Agreement, either directly or indirectly, call on, solicit, or take away, or attempt to call on, solicit, or take away, any of the customers or clients of the Company on whom Independent Contractor called or became acquainted with during the terms of this Agreement, either for their own benefit, or for the benefit of any other person, firm, corporation or organization.

e. **Non-Recruit Covenant.** Independent Contractor shall not, during this Agreement and for a period of *one year* immediately following termination of this agreement, either directly or indirectly, recruit any of Company’s employees for the purpose of any outside business.

f. **Non-Compete Covenant.** Independent Contractor agrees not to engage in any activity that is competitive with any activity of Company during the course of their relationship and for a period of one year after termination of the Agreement. **For purposes of this paragraph, competitive activity encompasses forming or making plans to form a business entity that may be deemed to be competitive with any business of Company.** This does not prevent Independent Contractor from seeking or obtaining employment or other forms of business relationships with a competitor after termination of employment with Company so long as such competitor was in existence prior to the termination of relationship with Company and Independent Contractor was in no way involved with the organization or formation of such competitor.

g. **Business Opportunities.** During the terms of this Agreement, if Independent Contractor becomes aware of any project, investment, venture, business or other opportunity (any of the preceding, collectively referred to as an “Opportunity”) that is similar to, competitive with, related to, or in the same field as Company, or any project, investment, venture, or business of Company, then Independent Contractor shall so notify Company immediately in writing of such Opportunity and shall use Independent Contractor’s good-faith efforts to cause Company to have the opportunity to explore, invest in, participate in, or otherwise become affiliated with such Opportunity.

h. **No Ownership.** Neither Independent Contractor nor any of their agents or principals shall become or be deemed an owner, partner, joint venture or agent of or with Company or any of its affiliates or related companies or businesses by reason of this Agreement or his/her relationship with Company unless set forth in a separate written agreement signed and dated by the parties. Neither Company nor Independent Contractor nor any agent, Independent Contractor, officer or independent contractor of or retained by Independent Contractor shall have any authority to bind the other in any respect unless set forth in a separate written agreement signed and dated by the parties.

10. **Promotional and Informational Material.** Independent Contractor shall not advertise or promote Company's services and products without Company's prior written approval (including, among other things, conducting mass marketing or direct mail programs or using the Internet). Independent Contractor shall use only promotional and informational material, including but not limited to Policy applications, marketing materials, training materials and other Company forms, which have been furnished to Independent Contractor by Company or which have been approved in writing from an authorized official of the Company (collectively the "Materials"). Independent Contractor shall use the Company Marks and Materials in compliance with Company's [Advertising Guidelines and Corporate Identity Guidelines] then in effect. Materials provided to Independent Contractor by Company shall not be reproduced, altered, or modified in any manner without Company's prior written approval. Materials created by Independent Contractor and approved by Company shall not be altered or modified in any manner without Company's prior written consent. Independent Contractor hereby assigns and agrees to assign to Company the worldwide copyright in any Materials created by Independent Contractor during the course of this Agreement, and Independent Contractor agrees to execute promptly such other documents, if any, as Company requests to confirm the assignment of the copyright or to register the copyright in the Materials anywhere in the world. Company reserves the right to request from Independent Contractor, at any time, samples of any Material Independent Contractor is using to verify compliance with this paragraph, and Independent Contractor agrees to provide such samples to Company, within fourteen (14) days of Company's request.

11. **Trademark Usage.** All permitted use by Independent Contractor of any Company Marks shall inure to Company's benefit, be subject to Company's control, and may be terminated by Company upon notice at its will and for any reason. Independent Contractor agrees that he or she will not challenge, directly or indirectly, the validity of the Company Marks or Company's ownership thereof. Independent Contractor shall not use the Company Marks on any Internet website and shall not register or use any domain names, meta tags, search engine keywords, hidden texts, or URLs that include any of the Company Marks without Company's prior written approval.

- a. **Return Of Property.** On termination of this Agreement, or whenever requested by the parties, each party shall immediately deliver to the other party all property in its possession, or under its care and control, belonging to the other party to them, including but not limited to, proprietary information, customer lists, trade secrets, intellectual property, computers, equipment, tools, documents, plans, recordings, software, and all related records or accounting ledgers.
- b. **Expense Accounts.** Independent Contractor and the Company agree to maintain separate accounts in regards to all expenses related to performing the Job Description. Independent Contractor is solely responsible for payment of expenses incurred pursuant to this Agreement unless provided otherwise in writing by Executive Director of the company. Independent Contractor agrees to execute and deliver any agreements and documents prepared by Company and to do all other lawful acts required to establish document and protect such rights.



- c. **Works for Hire.** Independent Contractor acknowledges that all works of authorship performed for Company are subject to Company's direction and control and that such works constitute a work for hire pursuant to Title 17, United States Code, Sections 101 and 201(b).

All propriety property developed, created, invented, devised, conceived or discovered by Independent Contractor that is subject to copyright or other protections are explicitly considered by Independent Contractor and Company to be "works made for hire" and the property of Company. Company shall be considered the author of Program under the U.S. Copyright laws. These works for hire shall be the exclusive property of Company. Consistent with Independent Contractor's recognition of Company's complete ownership rights in the materials, Independent Contractor agrees not to use said proprietary information or any part of it for the benefit of any party other than Company.

12. **Assignment.** Company shall own as its sole and exclusive property, and Independent Contractor agrees to assign, transfer, and convey and or its authorized nominees all of his or her right, title and interest in and to any and all said "ideas" that related generally to Company's business, including but not limited to any inventions, processes, improvements, ideas, copyrightable works of art, trademarks, copyrights, formulas, manufacturing technology, developments, writings, discoveries, and trade secrets that Independent Contractor may make, conceive, or reduce to practice, whether solely or jointly with others, copyrightable, patentable or unpatentable, from the date of this Agreement or the date of first employment with Company if earlier, until the termination of Independent Contractor's employment.

Independent Contractor hereby assigns to Company all releases and discharges Company, any affiliate of Company and their respective officers, directors and employees, from and against any and all claims, demands, liabilities, costs, and expenses of Independent Contractor arising out of, or relating to, any Propriety Information.

13. **Execution of Instruments.** During employment by Company, upon request and without compensation other than as herein provided but at no expense to Independent Contractor, Independent Contractor shall execute any documents and take any action Company may deem necessary or appropriate to effectuate the provisions of this Agreement.

Independent Contractor further agrees that the obligations and undertakings stated in this paragraph will continue beyond termination of employment for any reason by the Company, but if Independent Contractor is called upon for such assistance after termination of employment, Independent Contractor is entitled to fair and reasonable fee in addition to reimbursement of any expenses incurred at the request of the Company.

14. **Legal Compliance.** Independent Contractor is required to treat all company employees, customers, clients, business partners and other affiliates with respect and responsibility. Independent Contractor is required to comply with all laws, governing their profession, licensing requirements and other laws or regulations that will allow them to complete the Job Description.

15. **Licensing, Workers' Compensation and General Liability Insurance.** Independent Contractor agrees to immediately supply the Company with proof of any licensing status required to perform the Job Description pursuant to this Agreement, Workers' Compensation Coverage where required by law and General Liability Insurance, upon request of the Company.

16. **Persons Hired by Independent Contractor.** All persons hired by Independent Contractor to assist in performing the tasks and duties necessary to complete the Job Description shall be the employees of Independent Contractor unless specifically indicated otherwise in an agreement signed by all parties. Independent Contractor shall immediately provide proof of Workers' Compensation insurance and General Liability insurance covering said employees, upon request of the Company.

17. **Notices.** Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, or by mail, registered or certified, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraphs of this Agreement, but each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing. Independent Contractor agrees to keep Company current as to their business and mailing addresses, as well as telephone, facsimile, e-mail and pager numbers.

18. **Attorneys' Fees.** In the event any litigation, arbitration, mediation or other proceeding ("Proceeding") is initiated by any party against any other party to enforce, interpret or otherwise obtain judicial or quasi-judicial relief in connection with this Agreement, the prevailing party in such Proceeding shall be entitled to recover from the unsuccessful party all costs, expenses and actual attorney's fees relating to or arising out of (a) such proceeding, whether or not such proceeding proceeds to judgment, and (b) any post-judgment or post-award proceeding, including without limitation one to enforce any judgment or award resulting from any such Proceeding. Any such judgment or award shall contain a specific provision for the recovery of all such attorneys' fees, costs, and expenses. Any such judgment or award shall contain a specific provision for the recovery of all such subsequently incurred costs, expenses and actual attorney's fees.

19. **Mediation and Arbitration.** Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement, shall on written request of either party served on the other, be submitted first to mediation and then if still unresolved to binding arbitration. Said mediation or binding arbitration shall comply with and be governed by the provisions of the American Arbitration Association for Commercial Disputes unless the Parties stipulate otherwise. The attorneys' fees and costs of arbitration shall be borne by the losing party, unless the Parties stipulate otherwise, or in such proportions, as the arbitrator shall decide.

20. **Injunctive Relief.** Independent Contractor hereby acknowledges (1) the unique nature of the protections and provisions set forth in this Agreement, (2) that Company will suffer irreparable harm if Independent Contractor breaches any of said protections or provisions, and (3) that monetary damages will be inadequate to compensate Company for such breach. Therefore, if Independent Contractor breaches any of such provisions, then Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

21. **Indemnification.** Independent Contractor shall defend, indemnify, hold harmless, and insure Company from any and all damages expenses or liability resulting from or arising out of, any negligence or misconduct on Independent Contractor's part, or from any breach or default of this Agreement which is caused or occasioned by the acts of Independent Contractor. Independent Contractor shall insure that its employees and affiliates take all actions necessary to comply with the terms and conditions set forth in this Agreement. Independent Contractor shall name Company as an additional insured on all related insurance policies including workers compensation, and general liability.

22. **Containment of Entire Agreement.** This Agreement is an independent document and supersedes any and all other Agreements, either oral or in writing, between the parties hereto, except for any separately signed

Confidentiality, Trade Secret, Non-Compete or Non-Disclosure Agreements to the extent that these terms are not in conflict with those set forth herein.

23. **Representation.** Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto.

24. **Partial Invalidity.** If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

25. **Continuing Effects.** Independent Contractor's obligations regarding trade secrets and confidential information shall continue in effect beyond the period of the relationship as stated above, and said obligation shall be binding upon Independent Contractor's spouse, affiliates, assigns, heirs, executors, administrators, or other legal representative.

26. **Subsidiaries and Parents.** For the purposes of this Agreement, the term "Company" shall also be deemed to include any affiliated organization that owns fifty percent (50%) or more of the voting stock, whether or not Independent Contractor is directly employed by such other organization.

27. **Non-Filing.** Independent Contractor specifically agrees that Company's rights granted hereunder shall include the right not to file for copyrights or domestic or foreign patents when such is considered by Company in its sole discretion appropriate for the business objectives of Company.

28. **Notice to Independent Contractor.** This Agreement does not apply to any invention or documents for which no equipment, supplies, facility, or trade secret information of Company was used and that was developed entirely on Independent Contractor's own time and:

- a. That does not relate (1) to Company's business or (2) to the actual or anticipated research or development work of Company; or
- b. That does not result from any work performed by Independent Contractor or Company. The burden of proof is on the Independent Contractor with respect to the exceptions of this Paragraph.

29. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document.

30. **Severable Provisions.** The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

31. **Modifications.** This Agreement may be modified only by a contract in writing executed by the party to this Agreement against whom enforcement of such modification is sought.

32. **Prior Understandings.** This Agreement contains the entire agreement between the parties to this Agreement with respect to the subject matter of the Agreement, is intended as a final expression of such parties' agreement with respect to such terms as are included in this Agreement is intended as a complete and exclusive statement of the



terms of such agreement, and supersedes all negotiations, stipulations, understanding, agreements, representations and warranties. If any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

33. **Waiver.** Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

34. **Drafting Ambiguities.** Each party to this Agreement has reviewed and had the opportunity to revise this Agreement. Each party to this Agreement has had the opportunity to have legal counsel review and revise this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

35. **Jurisdiction and Venue.** This Agreement is to be construed pursuant to Laws of the State of Louisiana. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of Louisiana, Parish of Caddo.

36. **Receipt of Copy.** Independent Contractor hereby acknowledges that he/she/it has received a signed copy of this Agreement.

BY: \_\_\_\_\_  
Name & Title

BY: \_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Employment Eligibility Verification**  
**Department of Homeland Security**  
**U.S. Citizenship and Immigration Services**

**USCIS**  
**Form I-9**  
 OMB No. 1615-0047  
 Expires 10/31/2022

▶ **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

**ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

**Section 1. Employee Information and Attestation** *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

Last Name (Family Name)		First Name (Given Name)		Middle Initial	Other Last Names Used (if any)	
Address (Street Number and Name)			Apt. Number	City or Town		State ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number [ ][ ] - [ ][ ] - [ ][ ][ ][ ]		Employee's E-mail Address		Employee's Telephone Number	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

<input type="checkbox"/> 1. A citizen of the United States	
<input type="checkbox"/> 2. A noncitizen national of the United States <i>(See instructions)</i>	
<input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____	
<input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. <i>(See instructions)</i>	
<p><i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i></p> <p>1. Alien Registration Number/USCIS Number: _____  <b>OR</b>          2. Form I-94 Admission Number: _____  <b>OR</b>          3. Foreign Passport Number: _____          Country of Issuance: _____</p>	
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">           QR Code - Section 1            Do Not Write In This Space         </div>	

Signature of Employee	Today's Date (mm/dd/yyyy)
-----------------------	---------------------------

**Preparer and/or Translator Certification (check one):**

I did not use a preparer or translator.     A preparer(s) and/or translator(s) assisted the employee in completing Section 1.  
*(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)*

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Today's Date (mm/dd/yyyy)	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State ZIP Code

*Employer Completes Next Page*



**Employment Eligibility Verification**  
**Department of Homeland Security**  
**U.S. Citizenship and Immigration Services**

**USCIS**  
**Form I-9**  
 OMB No. 1615-0047  
 Expires 10/31/2022

**Section 2. Employer or Authorized Representative Review and Verification**

*(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")*

Employee Info from Section 1	Last Name (Family Name)	First Name (Given Name)	M.I.	Citizenship/Immigration Status
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List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title		Document Title		Document Title
Issuing Authority		Issuing Authority		Issuing Authority
Document Number		Document Number		Document Number
Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)
Document Title		Additional Information		QR Code - Sections 2 & 3 Do Not Write In This Space
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				

**Certification:** I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): \_\_\_\_\_ (See instructions for exemptions)

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Title of Employer or Authorized Representative		
Last Name of Employer or Authorized Representative	First Name of Employer or Authorized Representative	Employer's Business or Organization Name		
Employer's Business or Organization Address (Street Number and Name)		City or Town	State	ZIP Code

**Section 3. Reverification and Rehires (To be completed and signed by employer or authorized representative.)**

<b>A. New Name (if applicable)</b>			<b>B. Date of Rehire (if applicable)</b>	
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)	

**C.** If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
----------------	-----------------	---------------------------------------

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
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**LISTS OF ACCEPTABLE DOCUMENTS**  
**All documents must be UNEXPIRED**

Employees may present one selection from List A  
or a combination of one selection from List B and one selection from List C.

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		1. A Social Security Account Number card, unless the card includes one of the following restrictions: (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		3. School ID card with a photograph		3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
4. Employment Authorization Document that contains a photograph (Form I-766)		4. Voter's registration card		4. Native American tribal document
5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: (1) The same name as the passport; and (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.		5. U.S. Military card or draft record		5. U.S. Citizen ID Card (Form I-197)
		6. Military dependent's ID card		6. Identification Card for Use of Resident Citizen in the United States (Form I-179)
		7. U.S. Coast Guard Merchant Mariner Card		7. Employment authorization document issued by the Department of Homeland Security
		8. Native American tribal document		
		9. Driver's license issued by a Canadian government authority		
	<b>For persons under age 18 who are unable to present a document listed above:</b>			
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI		10. School record or report card		
		11. Clinic, doctor, or hospital record		
		12. Day-care or nursery school record		

**Examples of many of these documents appear in the Handbook for Employers (M-274).**

**Refer to the instructions for more information about acceptable receipts.**

## 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>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	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: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ▶ _____ <b>Note.</b> 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. <input type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 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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<b>OR</b>															
<b>Employer identification number</b>															
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### 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); and
4. 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.

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

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, and
4. 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.



**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 residing 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, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## 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

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. 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 line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
  - I—A common trust fund as defined in section 584(a)
  - J—A bank as defined in section 581
  - K—A broker
  - L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
  - M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**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 this page), 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 SSA office or get this form online at [www.ssa.gov](http://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](http://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](http://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, apply for a TIN and 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 U.S. entity that has a foreign owner must use the appropriate Form W-8.



**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below 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 line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
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 <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
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 <sup>4</sup>
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 Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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 2.

\*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, 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](mailto: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 (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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. commonwealths and 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.

## DRUG AND ALCOHOL FREE WORKPLACE POLICY

Red River Therapeutic Solutions is a drug-free workplace. The purpose of this policy is to ensure the safety of all employees and to promote productivity. This policy applies to all employees, contractors, and temporary workers. Substances covered under this policy include alcohol, illegal drugs, inhalants, and prescription and over-the-counter drugs. We reserve the right to inspect our premises for these substances. We reserve the right to conduct alcohol and drug tests at any time. We may terminate your employment if you violate this policy, refuse to be tested, or provide false information.

You must follow these rules while you are on company premises and while you conduct company business. The rules apply any place you conduct company business, including a company vehicle or your own vehicle:

1. You may not use, possess, or be under the influence of alcohol on company premises.  
If management approves, you may drink moderately at certain off-premises, business- related meetings or social gatherings.
2. You may not use, possess, or be under the influence of illegal drugs.
3. You may not sell, buy, transfer, or distribute any drugs. It is against the law to do so, and we will report such actions to the authorities.
4. You may not use, possess, sell, buy, transfer, or distribute drug paraphernalia.
5. You may not use or be under the influence of inhalants.
6. You must follow these rules if you take prescription or over-the-counter drugs on the job:
  - You may use a prescription drug only if a licensed health care provider prescribed it for you within the last year.
  - You may use prescription or over-the-counter drugs only if they do not generally affect your ability to work safely.
  - You must follow directions, including dosage limits and usage cautions.
  - You must keep these drugs in their original containers or bring only a single-day supply.
7. You may not use machinery while taking prescription or over-the-counter drugs that impair your ability to work safely. This includes vehicles.

You must cooperate with any investigation into substance abuse. An investigation may include tests to detect the use of alcohol, drugs, or inhalants

I have received and read a copy of the drug and alcohol abuse policy for Red River Therapeutic Solutions and I agree to follow the rules in the policy.

---

Employee Signature

---

Date

Red River Therapeutic Solutions, LLC

ACKNOWLEDGEMENT OF DRUG FREE WORKPLACE

I Acknowledge that Red River Therapeutic Solutions, LLC.'s is a drug free workplace. I understand that compliance with it is a term and condition of my employment, and that any violation by me of the policy may result in discipline, up to and including discharge or mandatory participation in a counseling or drug rehabilitation program. I understand that I must report any conviction for a violation of a criminal drug statue, as defined in the policy, to the owner of Red River Therapeutic Solutions, LLC, or designee no later than 5 days of the violation.

Employee Printed Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Red River Therapeutic Solutions, LLC

ACKNOWLEDGMENT OF SEXUAL HARASSMENT POLICY

**I Acknowledge that the Red River Therapeutic Solutions, LLC's sexual harassment policy has been reviewed with me. I understand that compliance with it is a term and condition of my employment, and that any violation by me of the policy may result in discipline, up to and including discharge. I understand that I must report any violation of sexual harassment involving the workplace, as defined in the policy, to the owner of Red River Therapeutic Solutions, LLC. Or designee no later than 5 days of the violation.**

**Employee Printed Name:** \_\_\_\_\_

**Employee Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

Red River Therapeutic Solutions, LLC  
**CONFIDENTIALITY STATEMENT**

**By my signature below, I certify that I understand that: (1) as an employee of Red River Therapeutic Solutions, LLC., I may have access to confidential or sensitive information including but not limited to client records and personal information. (2) that accessing, using and/or disclosing such information for any reason other than legitimate pursuit of my job duties constitutes misuse. (3) that any misuse or unauthorized release of such information either during my time with Red River Therapeutic Solutions, LLC may be grounds for discipline (up to and including discharge from the company and/or the initiation of legal action.**

**Employee Printed Name:** \_\_\_\_\_

**Employee Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness:** \_\_\_\_\_



Red River Therapeutic Solutions, LLC

**EMPLOYEE CODE OF CONDUCT ACKNOWLEDGMENT**

**I read and am familiar with Red River Therapeutic Solutions, LLC employee code of conduct. I will comply with and enforce the policies in this code in its entirety.**

**I understand my responsibility to promptly report any incident of misconduct or perceived misconduct that I may experience or witness. I further understand that Red River Therapeutic Solutions LLC., takes a zero-tolerance approach to violations of this code, and that violations of the code or retaliation against whistleblowers will result in termination of employment.**

**By signing this acknowledgment, I am indicating that I have read and will abide Red River Therapeutic Solutions LLC., Employee Code of Conduct.**

**Employee Printed Name:** \_\_\_\_\_

**Employee Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

Red River Therapeutic Solutions, LLC

ACKNOWLEDGEMENT OF RECEIPT OF THE NEGLECT AND CHILD  
ABUSE PREVENTION POLICY

&

SUMMARY OF TEXAS CHILD ABUSE OR NEGLECT REPORTING LAW

**[Texas Family Code Section 261.101 (a)]**

**I acknowledge below by my signature that I have been given a copy of both the SUMMARY OF TEXAS CHILD ABUSE OR NEGLECT REPORTING LAW [Texas Family Code Section 261.101 (a)] and the Abuse and Neglect Prevention Policy of Red River Therapeutic Solutions, LLC. I have read and understand both documents. I understand that my services as a contractor or employee of Red River Therapeutic Solutions, LLC, who provides behavioral/mental health services, our goal is to protect its recipients and our ability to protect is dependent on my strict adherence to these policies.**

**Employee Printed Name:** \_\_\_\_\_

**Employee Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness:** \_\_\_\_\_



# Red River Therapeutic Solutions, LLC

## Acknowledgement of Training and Consultation Pay and Pay Periods

### TRAINING

Orientation and training will be provided to a new staff member, independent contractor, volunteer, or intern.

- All employees, Independent Contractors, volunteers, and students will receive orientation and training prior to providing services. Orientation training will be comprised of no less than five (5) face-to-face hours of training.
- All orientation and training will be documented in the Independent Contractor's personnel record. The documentation will include the date, title, class time (s), name and credentials of all trainers, and a dated, original signature of the trainee.
- Initial and ongoing training will occur on a routine basis to ensure that the Independent Contractor demonstrates competency in the areas identified in the MHR provider manual. Independent Contractor competency is evidenced by the Independent Contractor's ability to describe and apply the information obtained in the orientation and training. Ongoing training will also be offered in response to service delivery issues identified through quality management activities.
- A new Independent Contractor does not need to complete orientation training if there is documentation indicating that training was completed within the past twelve (12) months. This applies to Independent Contractors who are rehired or who transfer from another provider.
- The backup Independent Contractor will meet the orientation and training requirements outlined below who are providing backup support, with the exception of psychiatrist. The Backup psychiatrist will complete the orientation listed below within forty (40) hours of direct services.
- The medical staff, including the psychiatrist, APRN/CNS, NP, RN and LPN, may substitute review of a Bureau-approved training packet in lieu of the required sixteen (16) hours of orientation. The RN and LPN are only allowed to make the substitution for the sixteen (16) hours of orientation if medication management is the only service they will provide.

### SUPERVISION

Every unlicensed Independent Contractor providing direct clinical services shall receive continuing direct and documented clinical consultation from a licensed mental health professional. Consultation shall be carried out by the LMHP who is directly responsible for the recipient. Peer consultation may not be used.

#### Initial Consultation

Non-LMHP independent contractors shall receive face-to-face consultation and observation for a minimum of one (1) hour each week for the first three (3) months of the contractual agreement while they are providing eligible services. This policy shall not supersede any professional practices act.

#### Ongoing Consultation

While providing services, non-LMHP Independent Contractors shall receive face-to-face consultation and observation for a minimum of one (1) hour per month after completing the initial consultation period. The policy shall not supersede any professional practices act.

**NOTE:** A new Independent Contractor not need to complete the initial consultation if there is documentation indicating that the required initial consultation was completed within the past twelve (12) months. This applies only to Independent Contractors who are rehired by the same provider or who transfer from another MHR provider.

*My signature below signifies that I understand that training compensation will be an hourly rate of (\$10.00) and payment of training will be paid only upon completion of 32 billable units; consultation will be paid at my hourly contract rate. I am also aware that the pay date will be bi-weekly on the last day of the business week following that pay period. (A copy of the pay schedule is available upon request.) Timesheets are due weekly on Monday.*

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Red River Therapeutic Solutions, LLC

**Insurance Liability Agreement**

**My signature below signifies that I am responsible to insure my vehicle and will produce upon demand by a Law Enforcement Officer, documentation of motor vehicle security which is required to be maintained within the vehicle at all times.**

**I agree that I will provide proof of Auto Insurance coverage to Red River Therapeutic Solutions as part of continued employment or part of my contractual agreement. The coverage will be maintained at a minimum of \$100,000 bodily injury; \$300,000 medical payments; \$50,000 property damage liability.**

**I agree that Red River Therapeutic Solutions is not liable for insurance coverage on my vehicle, nor accidents that occur while conducting business.**

**As an Employee of Red River Therapeutic Solutions, I authorize Red River Therapeutic Solutions to conduct at a minimum an annual driving record check.**

**Signature \_\_\_\_\_**

**Job Title \_\_\_\_\_**

**Date \_\_\_\_\_**

# Red River Therapeutic Solutions, LLC

## Media Release

**Red River Therapeutic Solutions** may develop, participate in, or be the subject of media-based presentations and events, which highlight various activities that take place during the course of the fiscal year.

1. Those developed by **Red River Therapeutic Solutions** and/or commercial enterprises. These may include but are not limited to:
  - Photographs of Adult Recipients and activities
  - Slide/tape presentations
  - Videotapes of Adult Recipients and families
  - Computer generated presentations which may incorporate scanned photographs and video clips
  - Computer based productions transmitted via telecommunications
2. These media based presentations may be used in:
  - Faculty in-services
  - Parent programs
  - Staff development activities
  - Media festivals (local, state, and national)
  - Public relations
  - Newspaper articles
  - TV presentations
  - **Red River Therapeutic Solutions** approved Internet web pages

**Check ONE:**

- I hereby **GIVE** my permission to **Red River Therapeutic Solutions** to publish my name, photograph, and comments (as listed above) in any of **Red River Therapeutic Solution's** media-based productions for the above stated purposes. I understand that I may revoke this authorization in writing at any time except to the extent that action has been taken in reliance upon this authorization.
- I hereby **DENY** my permission to **Red River Therapeutic Solutions**. to publish my name, photograph, and comments (as listed above) in any **Red River Therapeutic Solution's** media-based productions for the above stated purposes.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Employee Printed Name: \_\_\_\_\_

**RED RIVER THERAPEUTIC SOLUTIONS, LLC**

**ATTESTATION OF EMPLOYEE HANDBOOK RECEIPT AND REVIEW**

**With my signature below, I do hereby attest that I have received the employee's handbook and read the agency policy and procedure manual.**

**My signature further verifies that:**

- 1. I have received and read my policy handbook and I understand that if any questions regarding the contents of the handbook, I should bring them to the attention of my supervisor.**
- 2. I understand that it is my responsibility to become familiar with, and to abide by the agencies policy and procedures.**
- 3. I understand that the information in the handbook is updated regularly and that it is important to review and familiarize myself with the changes. I understand that if I have any questions about the changes I will bring them to the attention of administration.**

**Employee Printed Name:** \_\_\_\_\_

**Employee Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

# Red River Therapeutic Solutions, LLC

## Handbook Acknowledgment and Receipt

The Employee Handbook contains important information about Red River Therapeutic Solutions, and I understand that I should consult Human Resources regarding any questions not answered in the handbook.

Since the information, policies, and benefits described herein are subject to change at any time, I acknowledge that revisions to the handbook may occur. All such changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the CEOs of the Company has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I understand that this handbook is neither a contract of employment nor a legally-binding agreement. I have had an opportunity to read the handbook, and I understand that I may ask my supervisor or any employee of the Human Resources Department any questions I might have concerning the handbook. I accept the terms of the handbook. I also understand that it is my responsibility to comply with the policies contained in this handbook, and any revisions made to it. I further agree that if I remain with Red River Therapeutic Solutions following any modifications to the handbook, I thereby accept and agree to such changes.

I have received a copy of Red River Therapeutic Solutions Independent Contractor Handbook on the date listed below. I understand that I am expected to read the entire handbook. Additionally, I will sign this Acknowledgment of Receipt and I understand that this form will be retained in my personnel file.

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Signature of Employee

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Date

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Employee's Name - Printed