

# SAN PASQUAL UNION SCHOOL DISTRICT

## Independent Contractor Agreement Contract No. CN- \_\_\_\_\_

This agreement is hereby entered into between **San Pasqual Union School District**, 15305 Rockwood Road, Escondido, CA 92027, hereinafter referred to as "District," and

Relationships at Work, Inc. - Dr. Debra Dupree      641 San Ysidro Blvd. Suite B3-2032

| Contractor                          |           | Mailing Address |                 |
|-------------------------------------|-----------|-----------------|-----------------|
| San Ysidro                          | CA        | 92173           | 45-2748672      |
| City                                | State     | Zip Code        | Taxpayer ID No. |
| dr.dupree@relationships-at-work.com |           | 619-433-4264    |                 |
| E-mail                              | Phone No. |                 |                 |

Hereinafter referred to as "Contractor."

**WHEREAS**, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

**WHEREAS**, District is in need of such special services and advice, and

**WHEREAS**, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

**NOW, THEREFORE**, the parties agree as follows:

1. Relationships at Work, Inc. provides dispute resolution services and training.  
(Services shall be outlined in attached Exhibit A which then will be incorporated here in full by this reference. Exhibit A shall include all expenses.)
2. **Term.** Contractor shall commence providing services under this Agreement **January 1, 2024**, and will diligently perform as required and complete performance by **June 30, 2025.**
3. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement, total fee shall not to exceed \$ \_\_\_\_\_- District shall pay Contractor at Net 30 term.

Updated: December 8, 2023

Site: \_\_\_\_\_ Req #: \_\_\_\_\_  
Site Contact: \_\_\_\_\_  
Board Date: \_\_\_\_\_

4. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, unless outlined at time of Contract in Exhibit A.
5. **Precedence of Agreement Over Exhibits.** Should there be any ambiguity or inconsistency between any exhibits to this Agreement and the terms of this Agreement, the terms of this Agreement take precedence.
6. **Standard of Performance.** Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by District, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.
8. **Taxes.** Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
9. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items to Contractor's clinicians as is necessary for Contractor's clinicians to complete the services to be provided pursuant to this Agreement.

Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with general and currently accepted principles and practices of his/her profession.

10. **Originality of Services.** It is agreed by the parties that Contractor is not creating any technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions specifically for the District in connection with this Agreement.
11. **Confidentiality and Use of Information.**
  - a.) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
  - b.) Contractor shall advise District of any and all materials used, or recommended for use by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and, as a result of the

use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

12. **Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

13. **Works for Hire/Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

14. **Termination.**

**Termination for Convenience:** At any time and without need for cause, the District may terminate this Agreement by delivering written notice of termination to the Contractor. The Contractor shall be deemed to have received written notice either upon actual receipt or five days after the District mails the notice to the address of the Contractor specified in Section 26, whichever occurs first. The termination shall take effect immediately upon receipt of the written notice, unless the notice specifies a later date as the effective date of the termination. As of the effective date of the termination, the Contractor shall cease all work pursuant to this Agreement. The District and the Contractor expressly agree that, in the event of termination for convenience, the District will be required to compensate the Contractor only for services satisfactorily rendered prior to the effective date of termination.

**Termination for Cause:** At any time it believes it has sufficient cause the District may deliver written notice to the Contractor of the District's intent to terminate this Agreement for cause. The Contractor shall be deemed to have received the written notice either upon actual receipt or five days after the District mails the notice to the address of the Contractor specified in Section 26, whichever occurs first. The written notice shall set forth in reasonable detail the cause(s) underlying the District's intent to terminate this Agreement. Sufficient cause for termination shall include: (a) any material breach of this Agreement by the Contractor, including any failure by Contractor to reasonably perform its obligations pursuant to this Agreement; (b) any act by Contractor exposing the District to liability for, or resulting in District liability for, personal injury or property damage; (c) any act by Contractor exposing the District to liability for, or resulting in District liability for, fraudulent or other wrongful acts; and (d) if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency. This Agreement shall terminate fifteen days after receipt by the Contractor of the written notice, unless Contractor has corrected or eliminated the matters forming the cause(s) for termination and provided evidence thereof satisfactory to the District, or Contractor has made arrangements for the correction or elimination of such matters satisfactory to the District. In the event of such termination for cause, all work and services of the Contractor provided prior to the termination shall be the property of the District, and the District may complete

the services required under this Agreement by any other means the District determines reasonable. The Contractor shall be liable for all damages incurred by the District as a result of the Contractor's breach of its obligations pursuant to this Agreement, acts exposing the District to liability, and/or acts resulting in District liability. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

15. **Indemnification**. Contractor shall indemnify, defend, and hold-harmless the District and its officers, agents and employees from and against every claim, demand, action, damage, loss, cost, expense and other liability of any nature whatsoever arising, in connection with or as a consequence of the performance of this Agreement, from: (i) the injury (including death) of any person and/or the damage, loss or theft of any property attributable in whole or in part to acts or omissions of the Contractor or any contractor, consultant, employee or agent of the Contractor (each a "Contractor Agent"); (ii) the failure of the Contractor or any Contractor Agent to reasonably perform the obligations of the Contractor pursuant to this Agreement; and (iii) the furnishing or use by the Contractor or any Contractor Agent of any copyrighted or un-copyrighted material or patented or un-patented invention or item. Notwithstanding the foregoing, the Contractor shall not be liable pursuant to this Section 12 to the extent liability results from the sole negligence or willful misconduct of the District or its officers, employees or agents.
  
16. **Insurance**. Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than five days from date of this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy.
  
17. **Worker's Compensation Insurance**. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.  
  
In the event that the Contractor represents and warrants to the District that it does not have any employees and is not required to maintain Worker's Compensation insurance in accordance with California law.
  
18. **Fingerprinting Requirements**. The District anticipates that the Contractor will not have contact with any students of the District. However, if the Contractor determines that a visit to a school campus is necessary, the Contractor shall arrange with the District to be accompanied by a District employee at all times or comply with Education Code 45125.1.
  
19. **Assignment**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

20. **Compliance with Applicable Laws.** The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
21. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
22. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
23. **Entire Agreement/Amendment.** This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
24. **Nondiscrimination in Employment.** Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
25. **Non-waiver.** The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
26. **Administrator of Agreement.** This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:
- |                |   |
|----------------|---|
| For District:  | 15305 Rockwood Road, Escondido, CA 92027              |
| For Contractor | 641 E. San Ysidro Blvd. B3-2023, San Ysidro, CA 92173 |
27. **Notice.** All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
28. **Severability.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
29. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.

30. **Warranty of Authority.** Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

|  |   |
|--|---|
| <b>SAN PASQUAL UNION SCHOOL DISTRICT</b> | Relationships at Work, Inc.<br><b>CONTRACTOR</b>                    |
| _____                                    | _____   |
| Signature of Authorized Agent/Date       | <i>Dr. Debra Dupree, PsyD</i><br>Signature of Authorized Agent/Date |
| _____                                    | _____   |
| Typed or Printed Name                    | Dr. Debra Dupree<br>Typed Name or Printed                           |
| _____                                    | _____   |
| Title                                    | 45-2748672<br>Social Security or Taxpayer I.D. No.                  |
| <b>Board Approval Date:</b> _____        | _____   |
|  | 619-433-4264<br>(Area Code) Telephone Number                        |

**Facilitating The Interactive Process**  
For Employers and Employees when Medical Conditions Arise

**STATEMENT OF WORK**



**RELATIONSHIPS AT WORK**  
Dispute Resolution Services



**Dr. Debra Dupree, PsyD**  
IPM Facilitator | Workplace Mediator | Training & Speaking

Email: [dr.dupree@relationships-at-work.com](mailto:dr.dupree@relationships-at-work.com)

Website: <https://relationships-at-work.com/tip/>

Phone: 619-433-4264 Cell | Text

619-923-3611 Fax



## STATEMENT OF WORK & PRICING SHEET for 2022-2025

| SERVICE                                | INCLUSIVE OF THE FOLLOWING  | 2022-2025 RATE*                           |
|--|---|---|
| The Interactive Process Meeting (TIPM) | <ul style="list-style-type: none"> <li>• Pre-IPM set-up, scheduling, communication via interim email, phone, and/or video conferencing (0.25 hour)</li> <li>• Pre-IPM Documentation Review (0.25 hour)</li> <li>• IPM Facilitation (1.5 hours)</li> <li>• IPM Summary Report (1.5 hours)</li> <li>• Services via ZOOM or MS Teams Video Conferencing</li> <li>• <b>NOTE:</b> On-site meetings available upon request; travel billed separately from flat rate.</li> <li>• <b>NOTE:</b> IPMs cancelled 24 hours or less incur a cancellation fee of \$300.</li> </ul> <p style="color: red;">*Reduced rates are available for San Diego County JPA members (\$600 per IPM).</p>                    | \$900 per TIPM*                           |
| Hourly Rate Services                   | <ul style="list-style-type: none"> <li>• Additional Meeting time in excess of flat rate (3.5 hours)</li> <li>• Completion of <b>DWC Notice of Offer</b> on behalf of Employer   Claims Administrator for work-related medical conditions</li> <li>• <b>Correspondence to Medical Providers</b> with customized questionnaires for resolution of accommodation issues</li> <li>• Coordination of <b>Fitness for Duty (FFD)</b> evaluations</li> <li>• Extended <b>Consultative Meetings and/or Research</b> on issues</li> <li>• Travel time and expenses for in-person IPMs</li> </ul> <p style="color: red;">*Reduced rates are available for San Diego County JPA members (\$195 per hour).</p> | \$300 per hour*                           |
| Training (Customized)                  | <p><b>Training</b> is available in the following customized formats to meet your needs:</p> <ul style="list-style-type: none"> <li>• 1-hour, 2-hour, half-day, and full-day training</li> <li>• Delivered on-site or via ZOOM</li> <li>• <b>PROFESSIONAL DEVELOPMENT</b> for Administrative Assistants and Site Administrators</li> <li>• <b>REASONABLE ACCOMMODATION</b> training for supervisors, managers and administrators.</li> <li>• <b>LEADERSHIP DEVELOPMENT</b> for emerging leaders</li> </ul>   | Pricing varies with duration of training. |
| Job Descriptions and Job Analyses      | Development of detailed <b>job analyses</b> and <b>updated job descriptions</b> .   | Pricing varies with scope of project      |
| Dispute Resolution Services            | <b>Workplace Mediation and Facilitated Dialogue</b> services to address team conflict and challenged working relationships.   | Pricing varies with scope of services     |





## Easy Access...Easy Implementation

Visit <https://relationships-at-work.com/tip/>

### Here's what you'll find:

- 1) Access a [narrative overview](#) of the laws involved and what happens at the interactive process...how to get started with a 4-step process to follow.
- 2) A [10-minute video](#) that explains the interactive process. Something to share with your colleagues, employees and supervisors who participate in the process or help manage the process.
- 3) Schedule a [pre-IPM phone call](#) to discuss the upcoming IPM or make arrangements to meet 15 minutes prior to the start of the IPM to familiarize with the issues and concerns presented by the employee's medical condition.
- 4) Use the [easy, online scheduler](#) to find a time that works for you. Complete a short questionnaire to provide needed information, upload the employee's job description, medical documentation, and 'leave' history.

NOTE: Services are delivered via ZOOM Video Conferencing – instructions for access provided during the scheduling process. On-site IPMs available only upon request.

- 5) Sample **forms available** upon request:
  - a TIP Online: a guide to share participants new to the process with tips on the optimal environment for participating via ZOOM and an overview of the meeting structure.
  - b Flowcharts to guide you in the process.
  - c Sample Chronological Medical | Leave History Template
  - d Employee 'Consent to Exchange Medical Information' Form
- 6) **SUBSCRIBE to 'Decoding the Conflict Mindset'** – a twice-monthly podcast with breaking news from Subject Matter Experts about tips and strategies on managing employees in conflict.
- 7) **SUBSCRIBE to '2<sup>nd</sup> Monthly Q&A Podcast with Felicia and Debra'** where 'hot topics' are discussed that impact employers and employees when medical conditions impact the ability to 'be at work, stay at work, and perform the work.'
- 8) **Let's Talk** to discuss 'training' and 'professional development' opportunities for you and your administrative and management staff. Many accommodation missteps happen at the frontline of supervision. Train your Principals, Assistant Principals and Management Staff on how to effectively respond to the impact of medical conditions on 'being at work, staying at work, and performing the work' and how to involve you early on. As part of your annual professional development requirements, consider training for your administrative staff on effective workplace communication and conflict management strategies.



## Dr. D's BACKGROUND

**Debra Dupree** is a Workplace Mediator, Workforce Management Consultant, International Trainer and Keynote Speaker with 30+ years of experience.

She provides organizational consultation on employee-management relations, professional development training opportunities, workshops on disability and reasonable accommodation practices, and dispute resolution strategies. Debra has an extensive training and conflict management background, training professionals throughout North America in workplace mediation and leadership strategies. She was rated in the top ten trainers for SkillPath Corporate Strategies by workshop participants.

Her clients include a range of public and private entities such as the San Diego County Office of Education Joint Powers Authority, the Department of Navy - Southwest Region, County of Imperial, Imperial Irrigation District, Imperial Valley Housing Authority, Cal Poly Pomona, Cal State San Marcos, Cal State Sacramento, Cal State Fullerton, Port of San Diego, Honeywell, Qualcomm, Boeing, Eastern Municipal Water District, Helix Water District, Hewlett Packard, SkillPath Corporate Strategies and many more.

Her book "Uncovering the Psychology of Good Bosses vs. Bad Bosses and What It Means for Leadership" is based on her many years of mediation experience and doctoral level research. She has authored numerous articles | eBooks and launched the **Trilogy Workshop Series on Navigating the Interactive Process**, now available through online self-study. She hosts the "2nd Monday Q&A Podcast: Hot Topics when Medical Conditions Show up at Work" with San Diego JPA Representative Felicia Amenta. Dr. D also hosts the twice-monthly podcast called 'Decoding the Conflict Mindset'. Debra's disability and leadership background spans more than 30 years.

### **Vocational Assessment & Disability Management Certifications:**

1986: Certified Rehabilitation Counselor (CRC) & Licensed Marriage & Family Therapist (LMFT)

1990 & 2000: Certified Ergonomic Evaluation Specialist (CEES)

1990: Certified Case Manager (CCM) & Windmills Certified Professional in Disability Awareness

1997: Certified Professional in Disability Management (CPDM)

2002: Certified as a Woman-Business Owned Enterprise (WBE)

2005: Advanced Practitioner in Workplace Mediation (AP)

2008: Certified High Conflict Diversion Professional (Psychological Disabilities)

2010: Certified Conflict Coach (Manager-Employee Relations)

Debra served as the President of the California Association of Rehabilitation Counselors when the Americans with Disabilities Act (ADA) was passed and on the Board of Directors when major changes to the California Workers' Compensation were enacted by Legislature in 1994. She was featured in Newsweek as one of San Diego's top psychotherapists, recognized by the Los Angeles Federal Executive Board for her workplace mediation expertise and mentorship, and distinguished as a leader in dispute resolution by the Southern California Mediation Association and the Association for Conflict Resolution. She was recognized by SkillPath Corporate Strategies in 2016 as one of the top ten trainers worldwide.

Today, she is on the Board of Directors for the Southern California Mediation Association (SCMA) and ABA Dispute Resolution Planning Committee. She also serves as a Panel Member for the Employment Mediation Division of the American Arbitration Association and professionally affiliated with DMEC, RIMS, ASSE, ACSA, PARMA, ABA, AAA, ICDR, and more.

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|  |   |   |
|--|---|---|
| Print or type.<br>See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>Debra Dupree</b>  |   |
|  | 2 Business name/disregarded entity name, if different from above<br><b>Relationships at Work, Inc.</b>  |   |
|  | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) ▶ _____ |   |
|  | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><small>(Applies to accounts maintained outside the U.S.)</small>   |   |
|  | 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>641 E. San Ysidro Blvd., Suite B3 #2032</b>   | Requester's name and address (optional) |
|  | 6 City, state, and ZIP code<br><b>San Ysidro, CA 92173</b>  |   |
|  | 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|   |  |
|---|--|
| <b>Social security number</b>           |  |
| [ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ] |  |
| <b>or</b>                               |  |
| <b>Employer identification number</b>   |  |
| 4 5 - 2 7 4 8 6 7 2                     |  |

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

|                  |                            |                            |
|------------------|----------------------------|----------------------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ <b>JAN. 1, 2023</b> |
|------------------|----------------------------|----------------------------|

**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**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-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, later.*