

# **NATIONAL AG CONSULTING INC**

**Providing H-2A Program Consulting and Administrative Services to America's Best Farms©**

## **2026 Renewal Application Packet**

You are one of the lucky states that does not have to comply with the Farm Worker Protection Act. Not much has changed in this packet from the previous season. DOL is always asking for more information, and those questions have been included. You should keep a copy of the application once you complete it to refer to during the season, and for next seasons application process.

New this season, NAC will no longer pay your DOL certification fee. We will remind you that it is due when they email it. This past season due to some employers paying the fees and others not it caused mass confusion and it sometimes took us several tries to get the invoices paid. They are supposed to be paid within 30 days.

Attached is the application packet and preferred worker list for your upcoming season. It is similar to last years. You can email or mail the packet. **WE CAN NOT ACCEPT FAXES.**

**The 2025 fees will be the same as the previous seasons. NAC has not increased our rates since 2014. CSI has increased their fee to \$85 per worker up from \$80 in previous seasons.**

**No Double-sided Pages. Each page must be single sided.**

We must file your job order 75 days from your date of need, 60 at the latest. **Please don't hold your application for your workers list.** We need your application at least 90 days from your date of need. Your workers list at least 60 days before your start date if possible. The sooner the better but it can be sent in later than your application. **We need your workers paid and ready at least 30 days before your date of need.** **If not, your workers more than likely will be arriving late.**

If your state allows it, please get your housing inspected early. Some areas are short staffed and housing inspections are often delayed. If you state has another agency perform them (health dept) then contact them as soon as possible.

Due to the abundance of referral emails you may want to set up an email just for H2A. Some applicants are email both the business email and the referral email. Make sure you check the referral email daily.

We want to give our clients a big **Thank you** for letting us travel this journey with you. There have been many bumps in the road, but there were also just as many great times. We appreciate each one of you and hope you allow us to continue helping you with your temporary worker needs.

As always if you have any questions, comments or concerns please give us a call, that is what we are here for.

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# **NATIONAL AGRICULTURAL CONSULTING**

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In order for NAC to better serve you and your farm, we ask that you have your application presented at least 90 days prior to your date of need. This gives our staff time to work with you, and draft your paperwork to meet your farms' needs. Below are some suggested timeframes, to allow NAC staff the ability to communicate with you and ensure your paperwork is submitted timely and correctly. **Your order must be at your local State Workforce 75 days before your start date.**

## **Date of need:**

## **Date application is due:**

Nov. 1-30<sup>th</sup>

July. 1<sup>st</sup>

Dec. 1 – 31<sup>st</sup>

Aug. 1<sup>st</sup>

Jan. 1-31<sup>st</sup>

Sept 1<sup>st</sup>

Feb. 1-28<sup>th</sup>

Oct 1<sup>st</sup>

Mar. 1-31<sup>st</sup>

Nov. 1<sup>st</sup>

Apr. 1-30<sup>th</sup>

Jan. 1<sup>st</sup>

May 1-31<sup>st</sup>

Jan. 15<sup>th</sup>

June 1-30

Feb 1<sup>st</sup>

July 1 – 31<sup>st</sup>

March 1<sup>st</sup>

Aug. 1 – 31<sup>st</sup>

Apr 1<sup>st</sup>

Sept. 1 – 30<sup>th</sup>

May 1<sup>st</sup>

Oct. 1 – 31<sup>st</sup>

July 1<sup>st</sup>

Thank you for choosing NAC to assist with your paperwork.

**National Ag Consulting Inc**

**PO Box 1869**

**Carthage NC 28327**

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105 N McNeill St.

Carthage NC 28327

# NATIONAL AG CONSULTING INC

Providing H-2A Program Consulting and Administrative Services to American's Best Farm's

## 2026 Client Information Packet – H-2A Program Forms and

**Disclosures** Please find enclosed the 2026 Client Information Packet. This packet includes:

- 1) A checklist of necessary documents to assist you in organizing your package for submission.
- 2) Agricultural Employer - Information Form for Populating H-2A Certification Documents
- 3) U.S. DOL/ U.S. CIS H-2A regulations
- 4) NAC H-2A Consulting Services, Agency Representation and Indemnification Agreement
- 5) Assurance of workers compensation insurance coverage commitment not to allow coverage lapse and acknowledgment of personal liability in the event of lapse (you must provide NAC a valid copy of your current workers compensation certificate of insurance)
- 6) Former US worker contact form (corresponding employment, successful completion of the previous season ONLY) **NOT YOUR H2A PREFERRED WORKERS.** This is for domestic workers only.
- 7) CSI agreement, confirming No fees are being charged to your workers.
- 8) Client/ Employer worksites and housing addresses spreadsheet.
- 9) Signature packet. **Sign and do not date for submission** to agencies (populated forms 790, 9142, I-129 and recruitment coversheet will be sent to client for approval, prior to submittal)
- 10) List of farms foreign workers/preferred workers from the previous season (if applicable)
- 11) USCIS tax documents. Even if you are a returning user, we have to prove this to USCIS every year.

Failure to return ALL required documents, completed in their entirety, will delay the processing of your H-2A paperwork and will likely result in a delay of the timely arrival of your farm labor workforce. **NAC must submit clients H-2A applications to the government 75 days before your date of need.** Therefore, it is important that you get your completed Client Information Package back to us as quickly as possible to allow our staff time to complete the necessary data entry and processing. Please see attached timelines. In addition, it is **critical that you get started as soon as possible on the housing inspection/water and sewage evaluation and report for your migrant housing. You should have the housing inspection done no later than 45 days before your first date of need. The government will not allow a farmer to employ H-2A workers if the housing inspection has not been completed and the compliance certificate issued. make contact with the appropriate agency to register your migrant housing for inspection and with your County for the water and sewage report!**

### **List of forms that must be completed, signed returned.**

- 1) Use the checklist, to ensure you are sending everything you need is sent.
- 2) Complete the Agricultural Employer- Information Form for populating your H-2A certification documents. Please send the completed Client Information Package in as soon as possible.
- 3) **Read, understand, sign and date** the U.S. DOL/ U.S. CIS H-2A regulations acknowledgement and agreement form. If you have questions about any of the regulations call us before signing.
- 4) **Read, understand, sign and date** the NAC H-2A Consulting Services, Agency Representation and Indemnification Agreement. If you have any questions about the Agreement, call NAC before signing. Your farm name will go into the first slot and your state in the second slot.
- 5) Please **sign and date** the assurance of compensation insurance coverage form a regulatory required legally binding promise **not to let coverage lapse and an acceptance of personal liability if you do.** **Everyone MUST sign this regardless of the policy renewal date. Please include a valid copy of your workers compensation certificate of insurance, when returning this to NAC.**
- 6) Former U.S. Worker Recruitment Form must be **signed & dated.** If you employed any **temporary or seasonal domestic.** farmworkers during the previous growing season that performed the same work (corresponding employment) as your H-2A workers, **AND THEY SUCCESSFULLY FINISHED THE SEASON,** US DOL requires that you attempt to contact those former US worker(s) and offer them the job

opportunity for which you are bringing in the H-2A worker(s) this season. If you have any questions, please call NAC. If there were no such workers- write NONE, sign and date the form, and send the form back to NAC for your file, to document compliance in case of a U.S. DOL investigation or paperwork audit. Please keep a copy for your records. If there is/are former U.S. workers to contact, then you should attempt to contact at least 30 days BEFORE your first date of need for H-2A workers (attempt contact in writing is best).

- 7) CSI Agreement with your farm. You are required to contractually forbid anyone that recruits or have contact with your worker, from charging fees.
- 8) Complete the employer worksite and housing address information attachment. Please provide as much detailed information about the worksite locations where the workers will perform work. According to the H-2A regulations if the worksite is not listed, workers cannot perform any work duties at those locations. If you have plot maps please include those. If there is a chance a worker will work there please list it. Make sure you list all of your housing locations as well. In the event you need multiple start dates, having your housing inspected at the beginning of the season, will prevent delays with your later applications.
- 9) **Please sign (NO STAMPS) and DO NOT** date the signature packet forms- ETA 790, ETA 9142 and I-129. A (star \*) will be placed next to where you should sign each document. Included is a recruitment coversheet. These forms will be presented to the various state and federal government agencies on your behalf. NAC will populate each set of forms using the information that you provide. You must approve each prepopulated form prior to it being submitted to the government on your behalf.
- 10) Your preferred worker list completed. If you do not want substitutes sent when specific individuals cannot come on the specified date requested, please note that on the form. If no preferred worker list is attached and you received workers last season, please call and request a list be forwarded to you or print their names, and contact information on a separate sheet of paper.
- 11) USCIS Tax Documents: If one documents covers both areas, then one will work, but if you are using a state registration that doesn't list all of the information then we need two. We must prove your FEIN, and number of employees the previous season.

\* 1) that confirms your FEIN and legal business name. It can be your (State business registration, IRS Form 1040 (schedule C, F or J) IRS form 943. Letters of incorporation).

\* 2) confirms the number of workers you employ. It can be the 941, 943, W-3, or 1099-NEC. It must be an official government document that includes your Federal Tax Identification Number (FEIN)

**Given the increase in the number of mail audits and on farm investigations initiated by US DOL, it is imperative that everyone refresh their knowledge of the H-2A program requirements and always renew their commitment to compliance.**

As always, if you have any questions or concerns, please call the office to speak with us. We look forward to working with you during the 2026 season whatever it may have in store for us.

## **NAC application checklist**

**YOU MUST RETURN ALL ORIGINAL DOCUMENTS REFERENCED ON THIS CLIENT CHECK LIST COMPLETED IF APPROPRIATE, SIGNED AND DATED. All forms must be signed in BLUE INK. We have included a blue ink pen for your convenience.**

- \_\_\_\_\_ Agricultural Employer Information Form for H-2A Certification. Completed - Signed and Dated
- \_\_\_\_\_ Seasonal Need Explanation. Signed and Dated (for new growers only)
- \_\_\_\_\_ U.S. DOL/U.S. CIS H-2A Regulations- Acknowledgment and Agreement Form. Signed and Dated
- \_\_\_\_\_ NAC Policies- Acknowledgment and Agreement Form. Signed and Dated
- \_\_\_\_\_ Client H-2A Consulting Services Agency Representation and Indemnification Agreement. Completed- Signed and Dated
- \_\_\_\_\_ Grower No Lapse in Workers Compensation Insurance - Assurance of Compliance. Completed - Signed and a valid certificate of insurance for your workers compensation.
- \_\_\_\_\_ Assurance to Comply with Requirement to Solicit Return of Former US Workers Who completed Previous Season. Completed - Signed and Dated
- \_\_\_\_\_ Employer Disclosure of Worksite and Housing Location with 911 Type Physical Addresses Completed (you can also email to us in an excel spreadsheet)
- \_\_\_\_\_ Billing Disclosure Acknowledgment Form. Signed and Dated
- \_\_\_\_\_ H-2A employers signature packet (ETA 790, ETA 9142, I-129, Recruitment coversheet, & USCIS permission letter). Please Sign and DO NOT date.
- \_\_\_\_\_ Retainer Check. You will be billed for your expenses- government expenses, CSI Recruitment, Appointment fees, etc., at approximately 30 days prior to your requested work start date. If you need to make payment arrangements please let me know.
- \_\_\_\_\_ USCIS Tax Documents: We need 2. 1) that confirms your FEIN and legal business name. It can be your (*State business registration, IRS Form 1040 (schedule C, F or J) IRS form 943. Letters of incorporation*). 2) confirms the number of workers you employ. It can be the 941, 943, W-3, or 1099-NEC. It must be an official government document that includes your Federal Tax Identification Number (FEIN)

**WE CAN ACCEPT GOOD SCANNED COPIES OF YOUR APPLICATION PACKET.**

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Agricultural Employer- Information Form for Prepopulating H-2A Certification Documents**

The information you provide on this form will be used to complete your official U.S. DOL and USCIS H-2A Forms and Attachments for your review, approval and submission. The business specific identification information MUST be consistent with your government tax filings and registrations for your farm enterprise(s) where H-2A workers will be employed. If you have any questions, please call!

**Legal business name and contract information**

Company / Farm Name (**as listed on tax return**): \_\_\_\_\_  
Company/ **Farm Owner Full Name**: \_\_\_\_\_  
Name of Contact Person Responsible for H-2A at Farm: \_\_\_\_\_ Ph. # \_\_\_\_\_  
E-mail \_\_\_\_\_ (You MUST provide an email address you check daily)  
Physical/Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_  
Mailing Address (if different): \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (Mobile) \_\_\_\_\_  
(Fax) \_\_\_\_\_ Farm/Company website (if applicable): \_\_\_\_\_  
Year Farm or Co. Was Established \_\_\_\_\_ IRS-Taxpayer FEIN \_\_\_\_\_  
No. of full-time employees' \_\_\_\_\_ Farm's Approximate Gross Annual Income \_\_\_\_\_ Farm's Approximate (required for U.S. CIS I-129 Petition) Net Annual Income \_\_\_\_\_

**Job Order details**

Please list **ALL** crops H-2A's **will** work in. **BE SPECIFIC** (Attach extra paper if needed-IMPORTANT-This will be the basis for the work the H-2A workers CAN and CANNOT do \_\_\_\_\_  
\_\_\_\_\_

Please list **work duties** H-2A's **will** perform. **BE SPECIFIC** (Example- irrigation, tractor operation, etc.-**IMPORTANT**-This will be the basis for the work the H-2A workers CAN and CANNOT do.) \_\_\_\_\_  
\_\_\_\_\_

Please list the **crops/job** duties you **DO NOT** want listed in the job order. (IMPORTANT-These would-be job duties that you will NOT have H-2A's perform and you **do not** want to be required to pay the AEWR for **-please be specific**) \_\_\_\_\_  
\_\_\_\_\_

Do you require any special skills, drug testing, or experience for your job? \_\_\_\_\_

Total # of **ALL** farm workers (H2A and domestic) employed at peak season? \_\_\_\_\_

**Total # H-2A visas requested.** \_\_\_\_\_

Will you have preferred workers? \_\_\_\_\_ If a worker cannot come how do you want to replace them? \_\_\_\_\_

Please list date(s) of need below. List the date you would like workers to begin work. **If you have multiple crossing dates, you will need multiple H-2A job orders.**

Number of H-2A Workers \_\_\_\_\_ 1st Date \_\_\_\_\_ Ending Date \_\_\_\_\_  
Number of H-2A Workers \_\_\_\_\_ 2nd Date \_\_\_\_\_ Ending Date \_\_\_\_\_  
Number of H-2A Workers \_\_\_\_\_ 3rd Date \_\_\_\_\_ Ending Date \_\_\_\_\_

Will you be using CSI Labor Services in Mexico for your foreign recruiting/ visa application services in Mexico?  
Yes \_\_\_ No \_\_\_ If no, please list the name & address of the agency in Mexico to be disclosed on your USCIS for I-129.

Name: \_\_\_\_\_ Address: \_\_\_\_\_

**What country, if not Mexico, are your foreign workers from?** \_\_\_\_\_

Are you a participant in the E-Verify program? If yes, please provide your E-Verify Company ID or Client Company ID:

\_\_\_\_\_

### **Wage Information**

Do you use piece rates? [ ] Yes [ ] No If yes, please attach extra paper, list the rates and unit sizes with explanation.

Do you pay weekly or bi-weekly? \_\_\_\_\_ **Deductions? Please list ALL** (government required and/or voluntary) \_\_\_\_\_

Will some workers be paid higher than the wage rate? \_\_\_\_\_ If so for what duties or reasons? \_\_\_\_\_

\_\_\_\_\_

### **Domestic Referrals**

#### **For U.S. workers that may apply for your job opportunities**

How do you want applicants to apply? We need 2 ways (phone number, Email, and website)

Farm contact person & phone number for **U.S. applicants:** \_\_\_\_\_

Two forms of contact \_\_\_\_\_

### **H2A Workers travel arrangements:**

How will your workers travel to your farm? The minimum for a chartered bus is typically 32 people. **Please note that any transportation, if arranged by you, or, caused to be arranged by you, may create legal liability in case of an accident. For your protection, you may consider verifying proper transportation insurance coverage.**

Charter bus \_\_\_\_\_ car/van \_\_\_\_\_ plane \_\_\_\_\_ Greyhound? \_\_\_\_\_ Other (explain) \_\_\_\_\_

What is the closest Greyhound Pickup \_\_\_\_\_?

Contact information for arriving workers:

Pickup contact person (**who do the workers call in the middle of the night when they arrive**)

Name: \_\_\_\_\_ Pickup contact number(s) \_\_\_\_\_

Are you a small employer? Small employer: 25 or less full-time equivalent employees? \_\_\_\_\_

*I certify the information provided herein is true and correct to the best of my knowledge. I understand I am legally responsible for all terms, conditions, assurances and other items included in my ETA 790 Form and attachments, my ETA 9142 form and attachments, and my U.S. CIS I-129 Petition. I will read, review & understand all my documents thoroughly and provide timely written acceptance & approval to NAC before NAC submits the documents to the appropriate agencies with administrative jurisdiction on my behalf. I understand and acknowledge that NAC is NOT a joint employer. I hold NAC harmless in the event the government issues civil money penalties or takes administrative enforcement actions me or my business.*

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

CNPC now requires that we describe your daily transportation plan. An H2A requirement is that you **PROVIDE DAILY AND WEEKLY TRANSPORTATION FOR WORKERS STAYING IN YOUR HOUSING. I often hear that workers drive themselves to and from work and the grocery store. That is fine however you are required to provide transportation. We need to know the vehicle that would use if they didn't use their own.** In order to do that I need the following answers responded to. Dept of Labor is wanting to know if you are providing the transportation or if you are hiring an FLC or a commercial company such as lift. Some questions may appear to repeat themselves. We apologize but we need to know who, when and how the workers are taken to work each day and to the grocery store weekly.

Some areas require that workers that drive other workers be paid a higher wage rate. Let me know if this is the case in your order.

1) Will you provide the transportation or vehicle, or will you hire another person or company?

\_\_\_\_\_

2) If you are hiring a transportation company (Uber, Lift) who are they? We will need an agreement and proof of insurance. \_\_\_\_\_

3) What type of transportation will you use daily (bus, van, truck)? (number of each and number of seats)

\_\_\_\_\_  
\_\_\_\_\_

4) Will the same vehicles be used for the workers' weekly trips to the grocery store? \_\_\_\_\_

5) If not what vehicles will be used? \_\_\_\_\_



## NAC Billing Disclosure Acknowledgment Form

NAC charges a retainer/consulting fee that is payable up front, to begin the H-2A application process. You will incur other expenses during the process that you will need to pay in a timely manner. Below you will find a listing of other fees that you will be responsible for.

NAC Consulting Fees per order.

### 1<sup>st</sup> order

### 2<sup>nd</sup> order (\$1000.00 off)

1-40 visas =	\$2450.00	1-40 visas =	\$1450.00
41-75 visas =	\$2950.00	41-75 visas =	\$1950.00
76-135 visas =	\$3450.00	76-135 visas =	\$2450.00
136-300 visas =	\$4450.00	136-300 visas =	\$3450.00
301-500 visas =	\$5950.00	301-500 visas =	\$4950.00
501+ visas =	\$7950.00	501+ visas =	\$8950.00

Services covered under the retainer/consulting fee:

- H2A paperwork prepared, for your review/ approval prior to submission to the governing agencies. Assistance in replying to any requests for additional information or modification requests.
- Coordination of Consulate appointments (Mexico only) for employer's H-2A workers visa interviews
- Coordination of H2A contract in Spanish for employers disclosure requirements
- Pre-populated I-9 forms for H2A employees- sent to employer for their review, verification & completion
- H2A regulation consulting
- Consultation with employer on Wage & Hour audits/ investigations

Additional fees you should expect:

- To the U.S. Department of Labor certification fee (\$100.00 for each employer + 10.00 per visa applied) this bill will be attached to your certification from Department of Labor. This must be paid within 30 days of certification. **NAC no longer pays this fee. We will remind you to pay it once you are certified.**
- USCIS \$530 per unnamed I-129 petition, \$1,090 per named I-129 petition (limit of 25 workers per named petition)
- Asylum Fee: \$300 for small employers, \$600 for large employers.
- Payment for foreign recruiting services (\$85 per worker by CSI ). (\$350 per worker for Elite).
- If you file for an extension, transfer or petition change, there will be a \$200 processing fee, plus the \$1,090 named I-129 petition fee. Asylum Fee as listed above. USCIS fee for a total of \$1,590 for a small employer or \$1,890 for a large employer per 25 workers.

**Post certification audit:** In the event you receive a post certification audit from US DOL, NAC will assist in this audit for an additional fee. We do not charge for sending your documents to you for you to response.

Employer/Client will be invoiced for expenses as they are due. The employer agrees pay the invoice promptly. There will be a \$25.00 service fee for all returned checks. All balances over 60 days will have a 2% late fee added monthly. If any of the government agencies change their fee structures, this could cause this fee agreement to change and the employer will be notified in writing. Payment arrangements can be made.

### Client Attestation:

**I understand that retainer/ consulting fees are non-refundable, and payable prior to your order being filed. There are no guarantees of state and federal agencies complying within their mandated timeframes. I understand and agree to comply with the above outlined fees.**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**NATIONAL AG CONSULTING INC**  
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**U.S. DOL/U.S.CIS H-2A Regulations, Acknowledgment and Agreement Form**

**YOU MUST RETURN THIS SIGNED AND DATED FORM WITH YOUR CLIENT APPLICATION PACKAGE. NAC WILL NOT ACCEPT YOU AS A CLIENT AND/OR BEGIN WORK PREPARING YOUR OFFICIAL H-2A GOVERNMENT DOCUMENTS UNTIL THIS SIGNED & DATED ACKNOWLEDGMENT DOCUMENT IS RECEIVED.**

Below is a summary list of U.S. DOL/U.S. CIS/EPA/OSHA regulations, by topic area, which are critical for compliance with the H-2A and other farm labor and employment regulations. Please take time to review these regulation. After review, please call the office if you have questions or need additional explanation or clarification. By signing below you are acknowledging that you have read, understand the implications of, and agree to comply with all the regulations listed and that all your questions concerning the regulations have been answered to your satisfaction.

1. Job opportunity is agricultural work and fulltime temporary (not less than 35 hours per week offered in contract) - 20 CFR 655.135(f)
2. Job opportunity is not vacant due to strike, lockout, work stoppage/labor dispute - 20 CFR 655.135(b)
3. Job opportunity is open to any qualified US applicant/No discrimination - 20 CFR 655.135(a)
4. Job opportunity offers US workers no less than same wages, benefits, terms, conditions offered to H-2A's - No preferential treatment - 20 CFR 655.122(a)
5. Employer understands it must offer, recruit, pay wages as required under H-2A regulations - 20 CFR 655.120 (a-c) & 20 CFR 655.135 (l) (1-2)
6. US workers unavailable, employer will comply with requirement to hire qualified US workers until 50% date of contract employment period - 20 CFR 655.135(d)
7. Employer agrees to pay US DOL Certification fees within 30 days of receipt of bill or face penalties - 20 CFR 655.163
8. At all times, employer will adhere to requirement to comply with all federal, state and local laws, including, but not limited to the following: requirement not to hold or confiscate workers identity documents including, but not limited to, licenses, passports, visas, or other immigration documents; provide free inspected/approved housing to all workers who are unable to reasonably return home at end of workday; comply timely with pre-occupancy housing inspections; provide, at no cost to worker, workers compensation insurance that does not lapse and agree to provide DOL documentation of no lapse in coverage; provide free transportation in compliance with federal, state and local laws between employer provided housing and worksite; reimburse conditional inbound transportation/subsistence/Consulate appointment fee in compliance with FLSA to eligible workers; pay for or provide conditional outbound transportation benefit to eligible workers if they complete or return home due to an Act of God termination approved by CO. 20 CFR 655.135 (e); 20 CFR 655.122(d)(1-6); 20 CFR 655.122 (e); 20 CFR 655.122 (h)(1-4)
9. No Recent or Future Layoffs of US Workers: Employer has not, and will not, lay off, or terminate except for lawful job related reason with documentation, any US worker in a job for which the H-2A certification is being sought within 60 days of the start date of the H-2A contract period of employment - 20 CFR 655.135 (g).
10. Employer and its agents (including its foreign agents) have not sought or received any kind of payment from workers to recover any costs employer is required to bear - 20 CFR 655.135 (j)
11. Employer has and will contractually forbid their foreign labor contractor and agents whom employer engages to assist in recruitment/visa facilitation of H-2A workers from seeking and/or accepting payments from prospective H-2A workers - 20 CFR 655.135 (k)
12. Employer will not retaliate against any worker who complains, files a formal complaint, testifies, consults with attorney, exercises or asserts their legal rights provided under any law or regulation. Employer will not discharge any worker for exercising or asserting their rights, or assisting another worker with exercising or asserting their rights. 20 CFR 655.135 (h)
13. Employer will provide notice to H-2A workers of their duty to leave the country at end of employment certification, or at separation of employment, whichever is first, in compliance with other guidelines on extensions and/or transfers - 20 CFR 655.135(i)(1-2)
14. Employer will post, and keep posted, in a conspicuous place where all workers have regular access, the DOL H-2A Know Your Rights Poster in languages the workers understand - 20 CFR 655.135 (l)
15. Positive Recruitment of US Workers/Contact of Eligible Former US Employees - Documentation Required - 20 CFR 655.153
16. Employer will pay properly Required Wages (Hourly and/or piece rates) / Pay Weekly / Provide proper wage statements with Payroll to all covered employees - 20 CFR 655.122 (k-m)
17. Housing Inspections (Water and Sewage Report vs. Public System) / Timelines / Deadlines - 20 CFR 655.122 (d)

18. Transportation Obligations - Incoming/Outgoing / Minimum 1 trip to town per week for groceries, business, etc. required 20 CFR 655.122 (h)
19. Employer provided or arranged Transportation/Proper Vehicle Insurance Coverage/Safety Standards/State Licensing Standard/VERY IMPORTANT-Doctor Physical Examination Certificate US DOL Form WH-515 - 20 CFR 655.122 (h)(4)
20. Workers Compensation Insurance/No Lapse in Coverage/Grower Assurance Form Submitted - 20 CFR 655.122 (e)
21. Three-Fourths Guarantee - Including Meeting Record Keeping Responsibilities on Worker Wage Statements (hours offered) 20 CFR 655.122 (i)(1-5)
22. Fifty- Percent Rule/Obligation to Hire Qualified US Applicants through Half the Contract Employment Period - 20 CFR 655.135 (d)
23. Record Keeping Responsibilities-3 Year Documentation Retention/Issuing Weekly Wage Statements with Payroll - 20 CFR 655.157 (a-c)
24. Accepting US referrals/applicants from SWA-complying with regulatory preference requirements - 20 CFR 655.122 (a) & 20 CFR 655.155
25. Termination ONLY for Lawful Job Related Reason. Written Warning Notices Documentation (Best Practices- not required by regulation)/Voluntary Resignation Documentation/Abandonment/Obligation for Timely Reporting to Appropriate Government Agencies - State SWA, US DOL, US CIS-20 CFR 655.122 (n)
26. Worker Illness/Injury/OSHA Form 300 log Record keeping and Reporting, When Applicable/If Applicable- 29 CFR 1904. See OSHA 3437 poster).
27. Occupational Safety and Health Standards in Ag/Hazardous Communication Plan/Safety Data Sheets for ALL Hazardous Materials/Safety Training/Personal Protective Equipment/Equipment Safety Guarding & ROPS-Safety Belts/Field Sanitation Requirements(Porta-John, Handwashing, Clean Water, Soap, Paper Towels, Drinking Water with Single Serve Cups) 29 CFR 1928 & 29 CFR 1910.1200
28. EPA's Worker Protection Standard-Crop Protection Agents/Training/Personal Protection Equipment/Re-Entry Interval Times/Postings/Recordkeeping/Disclosure/Decontamination/Emergency Plan/Labels Access- 40 CFR 170
29. Migrant and Seasonal Agricultural Worker Protection Act (MSPA)/Coverage of US workers/Farm Labor Contractor-Crewleader Requirements/Corresponding Employment Obligations (Wages, Disclosures, Recordkeeping) 29 CFR 500
30. Not Sharing/Loaning H-2A Workers with Other unapproved Employers - 8 CFR 214, 215, 274a - 8 U.S.C. 1101(a)(15)(H)(ii)(a), 8 U.S.C. 1188
31. Internal Revenue Service H-2A Wage Reporting/Issuing W-2's/Assisting H-2A's to Obtain Social Security Numbers from SSA - See IRS Website at <http://www.irs.gov/Individuals/International-Taxpayers/Foreign-Agricultural-Workers>
32. Fair Labor Standards Act - Child Labor in Ag Regulatory Protections - Basic Requirements/Provisions - Recordkeeping/Documentation - Reporting-Notices/Disclosures - Postings - 29 CFR 570 -580
33. Acknowledgment of duty to display all required employment related postings in a prominent place where all employees (both foreign and domestic workers) have frequent access
34. Duty to Notify Supervisors, preferred workers and any others who provide H-2A referrals and/or guidance in selecting, or, assisting to select, preferred workers for your annual H-2A worker list for your farm, of the strict prohibition against charging prospective H-2A visa applicants anything for assisting them with job placement and/or name referral.

NAC is NOT the employer or joint employer with the client. NAC will prepare forms for client's consideration, review and approval prior to submission to government based on information client provided.

I hereby acknowledge that I have read, understand and agree to comply with all regulations listed above. ALL questions that I have/had concerning the above regulations have been answered to my satisfaction.

Client Name (Please Print) \_\_\_\_\_

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

## **NATIONAL AG CONSULTING INC**

**Providing H-2A Program Consulting and Administrative Services to America's Best Farms**

### **NAC Policies Acknowledgment and Agreement Form**

**YOU MUST RETURN THIS SIGNED AND DATED FORM WITH YOUR CLIENT ENGAGEMENT PACKAGE. NAC WILL NOT ACCEPT YOU AS A CLIENT AND/OR BEGIN WORK PREPARING YOUR OFFICIAL H-2A GOVERNMENT DOCUMENTS UNTIL THIS SIGNED ACKNOWLEDGMENT DOCUMENT IS RECEIVED**

1. Explicit Permission for NAC Staff to Populate, Prepare 790, 9142, I-129, forms and attachments to be sent to employer for review, modification, execution and submission to the appropriate government agencies with administrative and enforcement jurisdiction. Employer's timeliness obligations
2. Report H-2A & U.S. workers that quit/ abscond work prior to the end of the contract, and or depart at season's end to NAC staff for reporting on behalf of the employer data retention and documentation
3. NAC Fee Schedules and Billing Policies
4. NAC Client Services Timelines and Deadline
5. NAC staff are not attorney's, do not, and, are not providing legal advice to the client

NAC is NOT the employer or joint employer with the client. NAC will prepare forms for client's consideration, review and approval prior to submission to government based on information client provided.

I hereby acknowledge that I have read, understand and agree to comply with all the policies listed above. ALL questions that I have/had concerning the above policies have been answered to my satisfaction.

Client Name (Please Print) \_\_\_\_\_

Client Signature \_\_\_\_\_ Date\_\_\_\_\_

**NATIONAL AG CONSULTING INC**  
**H-2A CONSULTING SERVICES, AGENCY REPRESENTATION AND INDEMNIFICATION AGREEMENT**

This H-2A Consulting Services, Agency Representation and Indemnification Agreement (the "Agreement") entered into by and between National Ag Consulting Inc (the "Agent/Consultant"), an agricultural labor consultant and Agent with an expertise in the H-2A Governing Regulations at 20 CFR § 655 in its entirety and the U.S. DOL ESA Wage and Hour H-2A enforcement regulations at 29 CFR § 501, in the state of and under the laws of North Carolina and \_\_\_\_\_ a fixed site agricultural producer(s)/employer(s), by definition at 20 CFR 655.103(b) in the state of \_\_\_\_\_ (the "Agricultural Employer, 'AGER' ") who is a client of the Agent/Consultant.

WHEREAS, the Agent/Consultant is qualified and capable as an Agent/Consultant of rendering agent and consulting services, certain specific administrative services, and other limited services (necessary to assist facilitation of the AGER in obtaining domestic and/or supplementary foreign workers to participate in the H-2A program (8 USC 1101(a)(15)(H)(ii)(a); 8 USC 1188) ("H-2A workers") to meet the AGER's seasonal agricultural labor requirements; and

WHEREAS, the AGER acknowledges, understands and agrees that it is personally and solely responsible for compliance with all applicable farm employee labor and employment laws and provisions of the H-2A program, including the Application for Temporary Employment Certification, the Clearance Order, and the Worker Agreement; and

WHEREAS, the AGER desires to avail themselves of the Agent and Consulting services, administrative services, and other limited services provided by the Agent/Consultant in order to secure domestic and/or supplementary foreign workers to meet the AGER's seasonal agricultural labor requirements for the calendar year beginning January 1, 20\_\_\_\_;

NOW THEREFORE, in consideration of the payment(s) made by the AGER of the established dues, admission fees and other assessments and such costs as are charged/assessed from time to time for providing the services requested by the AGER, and for other good and sufficient consideration, including the mutual promises contained in this Agreement, pursuant to the applicable requirements of 20 CFR § 655. The Agent/Consultant will provide Agent and Consultative services to represent, prepare and/or assist the AGER, as necessary, to interact with all appropriate government agencies involved in the H-2A program application processes, including but not limited to US Department of Labor ("DOL"), US Department of Homeland Security ("DHS"), US State Department("DOS"), and the respective State Workforce Agency(s) ("SWA"). The parties hereto further agree as follows:

**A. The Consultant's Obligations**

(1) The Agent/Consultant, with input and review from AGER, will prepare and submit to the AGER to review, modify, approve, and/or execute, and authorize submission to the applicable government agency for processing, all forms and documents, required, pursuant to applicable laws and DOL, DHS, and State Department regulations, to obtain US workers and/or H-2A workers from the Republic of Mexico. The AGER provides explicit authorization to Consultant to prepare all necessary forms and documents, with emphasis added, for the Consultant to populate and prepare the I-129 petition on behalf of the AGER who will then review, modify, approve, execute and submit, or authorize submission, to U.S. CIS per the petition filing instructions.

(2) The Consultant, on behalf of the AGER, will provide certain administrative supportive services associated with the domestic recruitment requirements established by DOL regulations. Such tasks shall be limited exclusively to: preparing the ETA 790 Form and attachments, subject to review, modification, approval, and execution by the AGER, and to be submitted by the AGER, or authorize Agent/Consultant to submit, in order to list the domestic job order with the appropriate State Workforce Agency ("SWA"), , providing certain supportive services to AGER when/if needed by AGER to prepare AGER to properly interview and document US referrals made directly to the AGER from a SWA, and preparing and submitting to AGER for review, approval, execution and submitting, or authorization for Agent/Consultant to submit, the necessary recruitment report with DOL. The AGER agrees that it, solely, is soliciting employees as required by the Federal Regulation and the AGER has reviewed the required ad and approved the content before Agent/Consultant submits it to the newspaper for print on behalf of AGER. The AGER and DOL determine, solely and exclusively, the terms and conditions disclosed in the ad, when and where it is placed. By preparing ad copy for AGER consideration and authorization, the Agent/Consultant IS NOT performing or engaging in MSPA related Farm Labor Contracting activities such as soliciting. I, the AGER, am exclusively soliciting employees for myself as required by Federal law.

(3) The Agent/Consultant will maintain, or, assist the AGER to maintain contacts that may be needed, from time to time, by the Agent/Consultant or AGER, either directly or through its designated representatives, with SWA's, DOL, DHS, and DOS; and, other state and federal governmental agencies, and government contractors acting on behalf of or performing administrative actions on behalf of government agencies necessary to effectuate the successful administrative participation in the H-2A program and for other purpose(s) described in this Agreement.

(4) The Agent/Consultant has not sought or received payment of any kind from any worker subject to 8 USC 1188 for any activity related to obtaining the H-2A labor certification in compliance with 20 CFR § 655.135(j).

(5) The Agent/Consultant, who **IS NOT** an attorney and is not providing legal advice to the AGER, MAY, under the limited terms of this agreement, act as the agent of the employer, with any government or private entity, as necessary, to assist the employer with participating in the H-2A program. This document IS NOT, nor should it be construed, as a Power of Attorney, limited or otherwise. The AGER acknowledges understanding and agreement that they should always consult with a qualified attorney to have all of their legal questions answered, if any.

## **B. The Agricultural Employer's Obligations**

(1) The AGER agrees to comply timely with all reasonable policies, procedures, and schedules established by the Agent/Consultant which it considers essential for the proper operation of the program to obtain domestic workers and/or H-2A workers, successful participation, and to promote compliance with applicable laws and regulations.

(2) The AGER acknowledges that it is familiar with the regulations and requirements of the H-2A program and agrees to comply with all of the terms and conditions of employment described in the AGER's Agricultural and Food Processing Clearance Order, ETA Form 790 and attachments, and Application for Temporary Employment Certification, ETA 9142 and attachments, (collectively the "Job Order") and with the agricultural work agreement, which describes all the material terms and conditions of employment and that is entered into with both U.S. and H-2A workers by the AGER. The AGER agrees to comply with all obligations imposed on the AGER as an employer of domestic and/or H-2A workers found in applicable law and regulations, including without limitation, those at 20 CFR Part 653 (DOL Interstate Clearance Order regulations); 20 CFR Part 655 (DOL H-2A Regulations); 29 CFR Part 501 (DOL Wage and Hour Enforcement Regulations); and applicable provisions at 8 CFR Parts 214, 215, and 274a (DHS regulations); and to always cooperate with all government agencies with jurisdiction. The AGER agrees to comply with ALL applicable laws and relevant regulations and specifically, but not limited to, 20 C.F.R. 655.120(wages), 122(content of job offer), 135(assurances and obligations), 153(contact former US workers), 155(referral of US workers), 167(document retention requirements) of the H-2A regulations.

(3) In particular, but not limiting the foregoing, the AGER agrees a) to pay their worker's required wages and benefits; b) to make only those deductions from their worker's paychecks that are required by law and only those deductions allowed by law; c) to provide housing as required by law that meets all applicable standards in effect at the time of occupancy; d) to timely reimburse required transportation and daily subsistence costs; e) to provide written detailed wage statements of their worker's total earnings, start time and stop time, nature of work each day, hourly rate and/or piece rate of pay, the hours of employment which had been offered to their worker, the hours actually worked by their worker, and itemization of all deductions made from their worker's wages and, if piece rates are used, the units produced daily, the AGER's name, address and Federal Tax Identification or Social Security Number; f) to terminate their worker only for lawful job related reasons; g) to secure and maintain workers' compensation coverage for each worker for the entire period of employment, with no lapses in coverage; h) to employ any qualified US worker(s), or, to interview and hire any qualified US worker(s) who applies directly to the AGER in accordance with the applicable regulations at 20 CFR 655; i) that the Agent/Consultant and the AGER are not and shall not be joint employers with respect to any of the AGER's employees. The Agent/Consultant does not exercise any control over any of the AGER's employees and does not hold any indicia of employment with respect to the AGER's employees. The AGER is the sole and exclusive employer. The AGER acknowledges that it is the employer solely and that NAC is not a joint employer.

(4) The AGER agrees to pay timely any judgment or penalty entered against the AGER and arising out of the AGER's violation of its obligations under applicable law or regulation, and to indemnify and hold harmless the Agent/Consultant and any of its other AGER Clients for such judgments or penalties and any attorneys' fees and costs incurred by the Agent/Consultant or other AGER Clients in defending against such alleged violation. The AGER acknowledges that the laws and regulations governing the employment of domestic agricultural workers and H-2A workers are subject to disputed and differing legal interpretations in various jurisdictions. Therefore, the AGER agrees that in matters in which a claim is made or litigation is instituted against the Agent/Consultant, the Agent/Consultant may exercise its discretion a) to settle such matters on behalf of the Agent/Consultant and the AGER on terms it deems appropriate; b) to litigate such matters; and c) to determine whether such settlements, judgments, penalties, costs and attorneys fees will be borne by the AGER out of whose alleged action or inaction the claim was based or, what amount, if any, will be borne by the Agent/Consultant and/or shared among its other AGER Clients. The terms of this Paragraph B. (4) survive any future separation from AGER and the Agent/Consultant by the AGER and the term of this Agreement.

(5) The AGER agrees to pay the Agent/Consultant any assessment levied by the Agent/Consultant as the AGER's share of legal and any other expense or liability incurred by the Agent/Consultant in defending, prosecuting or settling any dispute relating to an application for H-2A certification, claim, litigation, or administrative complaint or appeal, whether or not arising out of claims against the AGER or arising out of the fault of the AGER, in accordance with a formula approved by the Agent/Consultant. The terms of this paragraph B. (5) survive any future separation from AGER and the Consultant by the AGER and the term of this Agreement.

**AGRICULTURAL EMPLOYER'S SIGNATURE**

**Title**

**Date**

**Print NAME CLEARLY**

**Consultant,**

**By: \_\_\_\_\_  
National Ag Consulting Inc**

**AGRICULTURAL EMPLOYER - H-2A PROGRAM PARTICIPANT ASSURANCE OF COMPLIANCE**  
**WITH 20 CFR 655.122 (e)(1-2)**

**NO LAPSE IN WORKERS' COMPENSATION INSURANCE COVERAGE ATTESTATION**

I attest, declare, and certify that I will renew my workers compensation insurance policy (policy # \_\_\_\_\_) that is set to expire on \_\_\_\_\_(Date) before the policy expires. There will **NOT** be a lapse in coverage.

As you know, the insurance company will not provide the new policy certificate until the time of the renewal.

If you have any questions or concerns please let me know.

Respectfully submitted,

\_\_\_\_\_ (signed) \_\_\_\_\_ (date)  
\_\_\_\_\_(print name)  
\_\_\_\_\_ Farm Name

**Pre-Certification Positive Recruitment - Contact with Former U.S. Employees**

"The employer **MUST** contact, by mail or other appropriate means, its former U.S. workers (except those who were dismissed for cause {properly terminated for lawful job related reason} or who abandoned the worksite) employed by the employer in the occupation at the place of employment during the previous year and solicit their return to the job, while the job order is open at the state workforce. **If you are unable to make contact, documentation, at a minimum, should prove reasonable effort to contact. Keep copies of letter(s) and proof of posting/return of letter from postal service. IF you have no returning workers enter 0 in the slots below, sign and date.**

I have \_\_\_\_ former employees that successfully completed the season last year and I expect \_\_\_\_ to return.

The employer is taking these expected workers into account when they request H2A workers.

Worker Name: \_\_\_\_\_ Method of Contract \_\_\_\_\_  
Contact information: \_\_\_\_\_ Rehired? \_\_\_\_\_ Comments: \_\_\_\_\_

\*\*\*\*\*

Worker Name: \_\_\_\_\_ Method of Contract \_\_\_\_\_  
Contact information: \_\_\_\_\_ Rehired? \_\_\_\_\_ Comments: \_\_\_\_\_

\*\*\*\*\*

Worker Name: \_\_\_\_\_ Method of Contract \_\_\_\_\_  
Contact information: \_\_\_\_\_ Rehired? \_\_\_\_\_ Comments: \_\_\_\_\_

\*\*\*\*\*

Worker Name: \_\_\_\_\_ Method of Contract \_\_\_\_\_  
Contact information: \_\_\_\_\_ Rehired? \_\_\_\_\_ Comments: \_\_\_\_\_

\*\*\*\*\*

Worker Name: \_\_\_\_\_ Method of Contract \_\_\_\_\_  
Contact information: \_\_\_\_\_ Rehired? \_\_\_\_\_ Comments: \_\_\_\_\_

\*\*\*\*\*

Worker Name: \_\_\_\_\_ Method of Contract \_\_\_\_\_  
Contact information: \_\_\_\_\_ Rehired? \_\_\_\_\_ Comments: \_\_\_\_\_

\*\*\*\*\*

Worker Name: \_\_\_\_\_ Method of Contract \_\_\_\_\_  
Contact information: \_\_\_\_\_ Rehired? \_\_\_\_\_ Comments: \_\_\_\_\_

\*\*\*\*\*

Worker Name: \_\_\_\_\_ Method of Contract \_\_\_\_\_  
Contact information: \_\_\_\_\_ Rehired? \_\_\_\_\_ Comments: \_\_\_\_\_

\*\*\*\*\*

Take a few notes about your reasonable efforts to make contact with specific information like who, what, when, where and how. You should carefully maintain these records in your H-2A recruitment file at your office for 3 years as required by the regulations. **If you DO NOT have any applicable U.S. workers to contact, enter 0 and 0 in the blocks above.**

Signature \_\_\_\_\_

Date \_\_\_\_\_



**Same as last year?** \_\_\_\_\_Yes \_\_\_\_\_No

**List any location you MIGHT work at. If its not listed, workers can't work there.**

[illegible]

### Housing locations

You must provide housing for all workers that can't return home at the end of the work day.  
We must disclose specific information.

Same as last year? \_\_\_\_\_ Yes \_\_\_\_\_ No

Address (complete address, City, State, Zip Code, County)	Type	# units	Capacity
Address (complete address, City, State, Zip Code, County)	Type	# units	Capacity
Address (complete address, City, State, Zip Code, County)	Type	# units	Capacity
Address (complete address, City, State, Zip Code, County)	Type	# units	Capacity
Address (complete address, City, State, Zip Code, County)	Type	# units	Capacity
Address (complete address, City, State, Zip Code, County)	Type	# units	Capacity
Address (complete address, City, State, Zip Code, County)	Type	# units	Capacity
Address (complete address, City, State, Zip Code, County)	Type	# units	Capacity



PER 20 CFR 655.135 (K) THIS IS A SIGNED CONTRACT TO EFFECTUATE AND DOCUMENT THE EMPLOYER'S AFFIRMATIVE IMPLEMENTATION OF THE REGULATORY MANDATED CONTRACT WITH CSI VISA PROCESSING, SC, CONTRACTUALLY FORBIDDING THIRD PARTY FOREIGN RECRUITERS FROM SEEKING OR RECEIVING ANY PAYMENT OR COMPENSATION FROM ANY H-2A WORKERS AND/OR PROSPECTIVE H-2A WORKERS WHOM IT IS ASSISTING IN THE COMPLETION OF THE NECESSARY PROCESSES TO APPLY FOR OR OBTAIN A TEMPORARY H-2A VISA FROM THE AMERICAN GOVERNMENT- UNITED STATES DEPARTMENT OF STATE.

This contract is between \_\_\_\_\_ and CSI Visa Processing, SC, main office located at Blvd. Cima 516, Fracc Tres Misiones, Durango, Dgo 34209 (Authorized Representatives/Agent of Employer), effective date \_\_\_\_\_.

Under this agreement and in order to fully comply with 20 CFR 655.135 (j) CSI Visa Processing, SC and any agent or employee of CSI Visa Processing, SC are prohibited from seeking or receiving any payment or compensation of any kind from any prospective guest worker seeking an H-2A temporary work visa from the United States Department of State, including but not limited to monetary payments, bribes, kickbacks, tributes, in kind payments, or free labor.

This prohibition does not prohibit employers or their agents from receiving reimbursements for costs that are the responsibility and primarily for the benefit of the worker, such as government-related passport fees.

SIGNATURE OF EMPLOYER

A handwritten signature in black ink, appearing to read "Guillermo Mathus". The signature is written over a horizontal line.

SIGNATURE CSI VISA PROCESSING, SC.  
GUILLERMO MATHUS, CEO

## Signature Pages Instructions

Signing these pages in advance and not entering a date, allows NAC to submit the forms when requested at various times during the certification process. If possible, sign in blue ink, however if you sign in black ink we can still use them.

### **U.S. Department of Labor Form ETA 790 (DO NOT DATE THIS FORM)**

Please sign where noted with a (\* star) on the Intrastate & Interstate Clearance. Its at the top of the page, and will be submitted with your initial job order filed with your local state workforce. It is a promise to comply with the Intrastate & Interstate Clearance order in an attempt to recruit domestic workers. These promises are listed in your job order under *I. Conditions of Employment and Assurances for H2A Agricultural Clearance Orders*

### **U.S. Department of Labor Form Appendix A.2 of the ETA Form 9142 (DO NOT DATE THIS FORM)**

Sign on Page 3 where noted with the (\* star). Enter your name and title. This is you attesting that you will comply with everything listed in the 3 page form. NAC sign on page 1.

### **U.S Citizenship and Immigration I-129 Petition (DO NOT DATE THIS FORM)**

*This form is what we use to petition for your work visas. You will see the completed form prior to us submitting your job order. Some parts of the form do not pertain to H2A and are left blank. The I-129 is used for several visa categories not just H2A. **NO STAMPED SIGNATURES. IT MUST BE PEN TO PAPER.*** Enter your name and title under #1. Please print.

Please sign page 7 of 38 under part 7 #2 where noted with an arrow ➡. You are the petitioner or authorized signatory.

Page 18 of 38, please sign where noted with an arrow ➡ under Part A Petitioner and print your name.

Page 7 of 38, please sign where noted with an arrow ➡ at the top of the page. The rest of your information is on page 6 that will be included in the I-129 petition filing. You will see this completed prior to us submitting the job order.

Page 18 of 38 please sign under Part A where noted with an arrow ➡. You are the petitioner. Please print your name.

### **Recruitment coversheet (DO NOT DATE).**

**SIGN ONLY:** Sign the signature of employer marked with a (\* star). Print your name, **DO NOT DATE THIS FORM.** This confirms the recruitment report information that is submitted to US Dept of Labor after we receive your acceptance. We will enter your farm or company name.

### **USCIS coversheet (DO NOT DATE)**

USCIS requires this letter to give NAC permission to file the I-129 (request for work visas) on your behalf and to send us email communication concerning approvals and receipts. You do not need to do anything beyond signing this at the (\*-star) and printing your name. **DO NOT DATE.**

H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor



5. Signature (or digital signature) *	6. Date signed *
---------------------------------------	------------------

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

**H-2A Application for Temporary Employment Certification**  
Form ETA-9142A – APPENDIX A  
U.S. Department of Labor




**For Use in Filing Applications under the H-2A Agricultural Program ONLY**

**A. Attorney or Agent Declaration**

*I hereby declare under penalty of perjury that I am an attorney or agent for the employer and that I have been designated by that employer to act on its behalf in connection with this application. If I am an agent of the employer, I have attached a copy of the agent agreement in accordance with 20 CFR 655.133.*

**I HEREBY CERTIFY** that I have provided to the employer the Form ETA-9142A, Form ETA-790/790A, and all supporting documentation for review and to the best of my knowledge the information contained herein is true and accurate, including the employer's declaration regarding activities that I have undertaken on the employer's behalf in connection with this application. I understand that to knowingly and/or willfully furnish materially false information in the preparation of this form and/or any supplement hereto, or to aid, abet, or counsel another to do so, is a federal offense punishable by fines, imprisonment, or both (18 U.S.C. §§ 2, 1001, 1546, 1621).

1. Attorney or Agent's Last (family) Name *	2. First (given) Name *	3. Middle Initial §
<b>Ward</b>	<b>Theresa</b>	
4. Firm/Business Name *		
<b>National Ag Consulting Inc</b>		
5. Signature *		6. Date Signed *
		

**B. Employer Declaration**

By virtue of my signature below, **I HEREBY CERTIFY** my knowledge of and compliance with the following conditions of employment:

1. The job opportunity is a full-time temporary position, the qualifications for which do not substantially deviate from the normal and accepted qualifications required by non-H-2A employers in the same or comparable occupations and crops.

*Joint Employment Pursuant to 20 CFR 655.131(b):* If the employer files this *H-2A Application for Temporary Employment Certification* together with one or more other employers seeking to jointly employ H-2A workers pursuant to 20 CFR 655.131(b), the employer assures that no single joint employer will employ an H-2A worker, or any combination of H-2A workers, for more than a total of 34 hours in any workweek. In addition, the employer agrees to comply with the conditions of employment required of an employer participating in the H-2A program, and assumes full responsibility for the accuracy of the representations made in this *Application for Temporary Employment Certification* and for compliance with all of the assurances and obligations of an employer in the H-2A program at all times during the period the *Application for Temporary Employment Certification* is valid.

2. The specific job opportunity for which the employer is requesting H-2A certification is not vacant because the former occupant(s) is (are) on strike or locked out in the course of a labor dispute.
3. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship, and the employer has conducted and will continue to conduct the required recruitment, in accordance with regulations, and has been unsuccessful in locating sufficient numbers of qualified U.S. applicants to perform the labor or services for which certification is sought. Any U.S. workers who applied or apply for the job were or will be rejected only for lawful, job-related reasons, and the employer must retain records of all rejections as required by 20 CFR 655.167.
4. The job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B.
5. The employer understands that it must offer, recruit at, and pay a wage that is at least the highest of the Adverse Effect Wage Rate (AEWR) in effect at the time the job order is placed, a prevailing wage rate, the agreed-upon collective bargaining wage (CBA), the Federal minimum wage, or the State minimum wage. Furthermore, the employer understands that if the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the CBA, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to at least the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on the job order, the employer must continue to pay at least the rate guaranteed on the job order.

For employers subject to the requirements at 20 CFR 655.200-235, the employer understands that it must offer, recruit at, and pay a wage that is at least the highest of the monthly AEWR, the agreed-upon CBA wage, or the applicable minimum wage rate set by Federal or State law or judicial action, for each month, or portion thereof, during the job order period. Furthermore, if a new monthly AEWR is published during the contract period, and that new rate is higher than both the agreed-upon CBA wage, and the minimum wage imposed by Federal or State law or judicial action in effect at the time the work is performed, the employer must pay at least that new monthly AEWR no later than the effective date of the update.

6. The employer has read, understands, and agrees to comply with each of the conditions of employment, assurances, and obligations for H-2A Agricultural Clearance Orders listed in Section I of the Form ETA-790A and attached to this Form ETA-9142A.
7. There are insufficient U.S. workers available in the area(s) capable of performing the temporary services or labor in the job opportunity, and the employer will conduct positive recruitment as specified by OFLC and continue to cooperate with the SWA by accepting referrals of all



**H-2A Application for Temporary Employment Certification**  
Form ETA-9142A – APPENDIX A  
U.S. Department of Labor

- 
- eligible U.S. workers who apply (or on whose behalf an application is made) for the job opportunity until completion of 50 percent of the contract period calculated from the first date of need indicated in Section A.3 of Form ETA-790A.
8. All fees associated with processing this application will be paid in a timely manner (i.e., within 30 days after the date of the certification).
  9. During the period of employment that is the subject of the *H-2A Application for Temporary Employment Certification*, the employer:
    - (i) Will comply with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws.
    - (ii) Will provide or secure housing at no cost to the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence within the same day. The housing provided or secured for workers complies with the applicable local, State, and/or Federal standards and guidelines.
    - (iii) Where required, has timely requested a preoccupancy inspection of the housing and received certification.
    - (iv) Will provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer will provide, at no cost to the worker, insurance coverage with benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
    - (v) Will provide transportation in compliance with all applicable Federal, State or local laws and regulations between the worker's living quarters (i.e., housing provided or secured by the employer under 20 CFR 655.122(d)) and the place of employment without cost to the worker.
    - (vi) Will provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).
    - (vii) Will provide meals and potable water, without charge to the worker, if subject to the requirements at 20 CFR 655.200-235.
  10. The employer has not laid off and will not lay off any similarly employed U.S. worker in the occupation that is the subject of the application and job order in the area of intended employment except for lawful, job related reasons within 60 days of the date of need, or if the employer has laid off such workers, it has offered the job opportunity that is the subject of the application to those laid-off U.S. worker(s) and the U.S. worker(s) refused the job opportunity, was rejected for the job opportunity for lawful, job-related reasons, or was hired.
  11. The employer and its agents have not sought or received payment of any kind from the H-2A worker for any activity related to obtaining a temporary agricultural labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs. For purposes of this paragraph, payment includes, but is not limited to, monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in kind payments, and free labor.
  12. The employer has and will contractually prohibit in writing any foreign labor contractor or recruiter whom the employer engages in international recruitment of H-2A workers to seek or receive payments or other compensation from prospective employees, except as provided for in DHS regulations.
  13. The employer has not and will not intimidate, threaten, restrain, coerce, blacklist, or in any manner discriminate against, and has not and will not cause any person to intimidate, threaten, restrain, coerce, blacklist, or in any manner discriminate against, any person who has:
    - (i) Filed a complaint under or related to Sec. 218 of the INA (8 U.S.C. § 1188), or any Department regulation promulgated under Sec. 218 of the INA;
    - (ii) Instituted or caused to be instituted any proceeding under or related to Sec. 218 of the INA, or any Department regulation promulgated under Sec. 218 of the INA;
    - (iii) Testified or is about to testify in any proceeding under or related to Sec. 218 of the INA or any Department regulation promulgated under Sec. 218 of the INA;
    - (iv) Consulted with an employee of a legal assistance program or an attorney on matters related to Sec. 218 of the INA or any Department regulation promulgated under Sec. 218 of the INA; or
    - (v) Exercised or asserted on behalf of himself/herself or others any right or protection afforded by Sec. 218 of the INA, or any Department regulation promulgated under Sec. 218 of the INA.
  14. The employer has not and will not discharge any person because of that person's taking any action listed in paragraph 13(i) through (v) listed above.
  15. The employer will inform H-2A workers of the requirement that they leave the U.S. at the end of the period certified by the Department or separation from the employer, whichever is earlier, as required under 20 CFR 655.135(i), unless the H-2A worker is being sponsored by another subsequent employer.
  16. The employer has posted the Notice of Workers' Rights as required by 20 CFR 655.135(l) in a conspicuous place frequented by all employees.
  17. If the employer is filing the application as an H-2A Labor Contractor the following additional attestations and obligations apply under 20 CFR 655.132:
    - (i) The H-2A Labor Contractor has provided a copy of the Migrant and Seasonal Agricultural Worker Protection Act (MSPA) Farm Labor Contractor certificate of registration if required under MSPA, 1801 U.S.C. et seq., to have such a certificate identifying the specific farm labor contracting activities it is authorized to perform;
    - (ii) The H-2A Labor Contractor has provided with this application a job order, Form ETA-790/790A, Addendum B, listing the names and locations of each fixed-site agricultural business to which the H-2A Labor Contractor expects to provide H-2A workers, the expected first and last dates when the H-2A Labor Contractor will be providing the workers to each fixed site, and a description of the crops and activities the workers are expected to perform at such fixed site;



**H-2A Application for Temporary Employment Certification**  
Form ETA-9142A – APPENDIX A  
U.S. Department of Labor

- (iii) The H-2A Labor Contractor is able to provide proof of its ability to discharge financial obligations under the H-2A program and has secured a surety bond as required by 20 CFR 655.132(c), the original of which is attached or will be submitted for receipt within 30 calendar days of the date that the certification is issued and provides the name, address, phone number, and contact person for the surety, and provides the amount of the bond (as calculated pursuant to 20 CFR 655.132(c));
- (iv) The H-2A Labor Contractor has engaged in and will engage in recruitment efforts in each area of intended employment in which it has listed a fixed-site agricultural business as required in 20 CFR 655.121, 655.150-155 and 655.215; and
- (v) If a fixed-site agricultural business will provide housing or transportation to the workers, the H-2A Labor Contractor has provided proof that:
  - a. All housing used by workers and owned, operated, or secured by the fixed-site agricultural business complies with the applicable housing standards in 20 CFR 655.122(d) or, if applicable, 655.235 or 655.304; and
  - b. All transportation between the places of employment and the workers' living quarters that is provided by the fixed-site agricultural business complies with all applicable Federal, State, or local laws and regulations and will provide, at a minimum, the same vehicle safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR part 500, except where workers' compensation is used to cover such transportation as described in 20 CFR 655.122(h); and
  - c. Attach to the statement certificates of occupancy from the SWA for all employer owned housing and copies of all drivers' licenses, vehicle registration, and insurance policies for all drivers and vehicles used to transport H-2A workers.

**I hereby designate** the agent or attorney identified in Section D (if any) of the Form ETA-9142A and Section A above to represent me for the purpose of labor certification and, by virtue of my signature in Block 5 below, **I take full responsibility** for the accuracy of any representations made by my agent or attorney on every page of the Form ETA-9142A, Form ETA-790/790A, and documentation supporting this application.

**I declare** under penalty of perjury that I have read and reviewed this application, including every page of the Form ETA-9142A, Form ETA-790/790A, and supporting documentation, and that to the best of my knowledge the information contained therein is true and accurate. *I understand that to knowingly and/or willfully furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both (18 U.S.C. §§ 2, 1001, 1546, 1621).*

1. Last (family) Name *	2. First (given) Name *	3. Middle Initial §
4. Title *		
5. Signature *		6. Date Signed *

**For Public Burden Statement, see the Instructions for Form ETA-9142A.**



**Part 7. Declaration, Signature, and Contact Information of Petitioner or Authorized Signatory (Read the information on penalties in the instructions before completing this section.) (continued)**

**2. Signature and Date**

Signature of Authorized Signatory

Date of Signature (mm/dd/yyyy)



**3. Signatory's Contact Information**

Daytime Telephone Number

Email Address (if any)

**NOTE:** If you do not fully complete this form or fail to submit the required documents listed in the instructions, a final decision on your petition may be delayed or the petition may be denied.

**Part 8. Declaration, Signature, and Contact Information of Person Preparing Form, If Other Than Petitioner**

Provide the following information concerning the preparer:

**1. Name of Preparer**

Family Name (Last Name)

Given Name (First Name)

**2. Preparer's Business or Organization Name (if any)**

(If applicable, provide the name of your accredited organization recognized by the Board of Immigration Appeals (BIA).)

**3. Preparer's Mailing Address**

Street Number and Name

Apt. Ste. Flr. Number

City or Town

State

ZIP Code

Province

Postal Code

Country

**4. Preparer's Contact Information**

Daytime Telephone Number

Fax Number

Email Address (if any)

**Preparer's Declaration**

By my signature, I certify, swear, or affirm, under penalty of perjury, that I prepared this petition on behalf of, at the request of, and with the express consent of the petitioner or authorized signatory. The petitioner has reviewed this completed petition as prepared by me and informed me that all of the information in the form and in the supporting documents, is complete, true, and correct.

**5. Signature and Date**

Signature of Preparer

Date of Signature (mm/dd/yyyy)



## Section 2. Complete This Section If Filing for H-2A or H-2B Classification (continued)

21. The petitioner agrees to notify DHS beginning on a date and in a manner specified in a notice published in the Federal Register within 2 workdays if: an H-2A/H-2B worker does not report for work within 5 workdays after the employment start date stated on the petition or, applicable to H-2A petitioners only, within 5 workdays of the start date established by the petitioner, whichever is later; the agricultural labor or services for which H-2A/H-2B workers were hired is completed more than 30 days early; or the H-2A/H-2B worker does not report for work for a period of 5 consecutive workdays without the consent of the employer or is terminated prior to the completion of agricultural labor or services for which he or she was hired. ☐ Yes ☐ No

See [www.uscis.gov/h-2a](http://www.uscis.gov/h-2a) and [www.uscis.gov/h-2b](http://www.uscis.gov/h-2b), respectively, for the appropriate manner of notifying DHS as specified in a notice published in the Federal Register.

**NOTE:** The above notification is a petitioner obligation and does not represent an indication of wrongdoing on the part of the worker. Further, USCIS **does not** consider the information provided in a petitioner notification, alone, to be conclusive evidence regarding the worker's current status. "Workday" means the period between the time on any particular day when such employee commences his or her principal activity and the time on that day at which he or she ceases such principal activity or activities.

22. The petitioner agrees to retain evidence of such notification and make it available for inspection by DHS officers for a one-year period. ☐ Yes ☐ No
23. **For H-2A petitioners only:** The petitioner agrees to pay \$10 in liquidated damages for each instance where it cannot demonstrate it is in compliance with the notification requirement. ☐ Yes ☐ No

The petitioner must execute **Part A**. If the petitioner is the employer's agent, the employer must execute **Part B**. If there are joint employers, they must each execute **Part C**.

### Part A. Petitioner

By filing this petition, I agree to the conditions of H-2A/H-2B employment, agree to fully cooperate with any compliance review, evaluation, verification, or inspection conducted by USCIS, and agree to the notification requirements. For H-2A petitioners: I also agree to the liquidated damages requirements defined in 8 CFR 214.2(h)(5)(vi)(B)(3).

**Signature of Petitioner**

**Name of Petitioner**

**Date (mm/dd/yyyy)**

			
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### Part B. Employer who is not the petitioner

I certify that I have authorized the party filing this petition to act as my agent in this regard. I assume full responsibility for all representations made by this agent on my behalf and agree to the conditions of H-2A/H-2B eligibility. I agree to fully cooperate with any compliance review, evaluation, verification, or inspection conducted by USCIS.

**Signature of Employer**

**Name of Employer**

**Date (mm/dd/yyyy)**

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### Part C. Joint Employers

24. **For H-2A petitioners only:** A separate **Part C**. must be submitted for each Joint Employer.

Legal Name of Individual Joint Employer

Family Name (Last Name)

Given Name (First Name)

Middle Name

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Joint Employer Company or Organization Name

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**Part 7. Declaration, Signature, and Contact Information of Petitioner or Authorized Signatory (Read the information on penalties in the instructions before completing this section.) (continued)**

**2. Signature and Date**

Signature of Authorized Signatory

Date of Signature (mm/dd/yyyy)



**3. Signatory's Contact Information**

Daytime Telephone Number

Email Address (if any)

**NOTE:** If you do not fully complete this form or fail to submit the required documents listed in the instructions, a final decision on your petition may be delayed or the petition may be denied.

**Part 8. Declaration, Signature, and Contact Information of Person Preparing Form, If Other Than Petitioner**

Provide the following information concerning the preparer:

**1. Name of Preparer**

Family Name (Last Name)

Given Name (First Name)

**2. Preparer's Business or Organization Name (if any)**

(If applicable, provide the name of your accredited organization recognized by the Board of Immigration Appeals (BIA).)

**3. Preparer's Mailing Address**

Street Number and Name

Apt. Ste. Flr. Number

City or Town

State

ZIP Code

Province

Postal Code

Country

**4. Preparer's Contact Information**

Daytime Telephone Number

Fax Number

Email Address (if any)

**Preparer's Declaration**

By my signature, I certify, swear, or affirm, under penalty of perjury, that I prepared this petition on behalf of, at the request of, and with the express consent of the petitioner or authorized signatory. The petitioner has reviewed this completed petition as prepared by me and informed me that all of the information in the form and in the supporting documents, is complete, true, and correct.

**5. Signature and Date**

Signature of Preparer

Date of Signature (mm/dd/yyyy)



## Section 2. Complete This Section If Filing for H-2A or H-2B Classification (continued)

21. The petitioner agrees to notify DHS beginning on a date and in a manner specified in a notice published in the Federal Register within 2 workdays if: an H-2A/H-2B worker does not report for work within 5 workdays after the employment start date stated on the petition or, applicable to H-2A petitioners only, within 5 workdays of the start date established by the petitioner, whichever is later; the agricultural labor or services for which H-2A/H-2B workers were hired is completed more than 30 days early; or the H-2A/H-2B worker does not report for work for a period of 5 consecutive workdays without the consent of the employer or is terminated prior to the completion of agricultural labor or services for which he or she was hired. ☐ Yes ☐ No

See [www.uscis.gov/h-2a](http://www.uscis.gov/h-2a) and [www.uscis.gov/h-2b](http://www.uscis.gov/h-2b), respectively, for the appropriate manner of notifying DHS as specified in a notice published in the Federal Register.

**NOTE:** The above notification is a petitioner obligation and does not represent an indication of wrongdoing on the part of the worker. Further, USCIS **does not** consider the information provided in a petitioner notification, alone, to be conclusive evidence regarding the worker's current status. "Workday" means the period between the time on any particular day when such employee commences his or her principal activity and the time on that day at which he or she ceases such principal activity or activities.

22. The petitioner agrees to retain evidence of such notification and make it available for inspection by DHS officers for a one-year period. ☐ Yes ☐ No
23. **For H-2A petitioners only:** The petitioner agrees to pay \$10 in liquidated damages for each instance where it cannot demonstrate it is in compliance with the notification requirement. ☐ Yes ☐ No

The petitioner must execute **Part A**. If the petitioner is the employer's agent, the employer must execute **Part B**. If there are joint employers, they must each execute **Part C**.

### Part A. Petitioner

By filing this petition, I agree to the conditions of H-2A/H-2B employment, agree to fully cooperate with any compliance review, evaluation, verification, or inspection conducted by USCIS, and agree to the notification requirements. For H-2A petitioners: I also agree to the liquidated damages requirements defined in 8 CFR 214.2(h)(5)(vi)(B)(3).

**Signature of Petitioner**

**Name of Petitioner**

**Date (mm/dd/yyyy)**

			
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### Part B. Employer who is not the petitioner

I certify that I have authorized the party filing this petition to act as my agent in this regard. I assume full responsibility for all representations made by this agent on my behalf and agree to the conditions of H-2A/H-2B eligibility. I agree to fully cooperate with any compliance review, evaluation, verification, or inspection conducted by USCIS.

**Signature of Employer**

**Name of Employer**

**Date (mm/dd/yyyy)**

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### Part C. Joint Employers

24. **For H-2A petitioners only:** A separate **Part C**. must be submitted for each Joint Employer.

Legal Name of Individual Joint Employer

Family Name (Last Name)

Given Name (First Name)

Middle Name

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Joint Employer Company or Organization Name

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## Recruitment Report

U.S. Department of Labor / ETA / OFLC  
Chicago  
11 West Quincy Court  
Chicago, IL 60604

ATTENTION: Certifying officer CNPC

Re: Recruitment Report: Case \_\_\_\_\_

Employer: \_\_\_\_\_

Enclosed is the recruitment report for the above referenced job order. Referral information has also been attached. Current certificate of worker's compensation is attached.

The employer, assures there will be no lapse in worker's compensation insurance coverage and that coverage will be provided the entire length of the contract period.

The employers provide their signature below confirming that the information contained in this recruitment report is true and accurate.



\_\_\_\_\_  
Signature of Employer

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

\_\_\_\_\_  
Date

If you have any questions, please feel free to contract me immediately. Thank you in advance for your prompt attention to this extremely time sensitive matter.

Sincerely,  
Theresa Ward,  
NAC

U.S. Citizenship and Immigration Services  
Texas Service Center  
6046 N Belt Line Rd, Ste 117  
Irving TX 75038-0013

Re: \_\_\_\_\_ H2A I-129

Attached is the I-129 for the employer listed above. This I-129 was filed by their agent National Ag Consulting Inc (see attached agents' agreement). They are authorized to communicate with USCIS on our behalf.

We request all communication go through them as they assist with the consultant appointment process.

If you require any additional information, please contact NAC directly.

Thank you in advance for your assistance with this extremely time sensitive matter.

Sincerely,



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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