



## HEALTHCARE STAFFING AGREEMENT

THIS AGREEMENT made and dated \_\_\_\_\_ between **ALPHA NURSE STAFFING**  
**Corporate offices: Located at 332 S. Michigan Ave. Suite 900 Chicago IL, 60604** hereinafter referred to as  
**Staffing Agency** and \_\_\_\_\_  
with principal address of \_\_\_\_\_,  
hereinafter referred to as "CLIENT." This Staffing Agreement ("AGREEMENT") shall cover all facilities listed on Exhibit B (if  
attached); if there is no Exhibit B, then the AGREEMENT shall cover the single facility listed in this AGREEMENT.

**WHEREAS ALPHA NURSE STAFFING LLC AGENCY WILL FILL** per diem and full-time job openings with  
**credentialed healthcare professionals:**

**WHEREAS CLIENT** desires to retain Alpha Nurse Staffing pursuant to the terms and conditions set forth in this  
**AGREEMENT;**

**NOW THEREFORE,** in consideration of the mutual promises and premises hereinafter contained, the  
parties agree as follows:

### 1. ALPHA NURSE STAFFING DUTIES AND RESPONSIBILITIES:

ALPHA NURSE STAFFING LLC there-through will:

- a. Recruit, screen, interview, and assign its employees ("Assigned Employees") to CLIENT to perform the work described on **Exhibit A**, under CLIENT's supervision;
- b. Pay Assigned Employees' wages and provide them with the benefits that
- c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
- d. Provide Assigned Employees for services to be rendered pursuant to this AGREEMENT at CLIENT's Facility, located at the address listed in the first paragraph of this AGREEMENT;
- e. Maintain and provide insurance covering all **ALPHA EMPLOYEES** performing services for the CLIENT under this AGREEMENT, as follows: (i) Workers' Compensation and Employers' Liability Insurance as prescribed by law; (ii) Comprehensive General Liability (Bodily Injury and Property Damage) Insurance, in an amount not less than \$1,000,000 per occurrence, \$3,000,000 in similar type of businesses.

**Alpha Nurse** is a State of Illinois licensed independent contractor, declares that to the best of its knowledge the employees hired and assigned to CLIENT have met all employment medical prerequisite and examinations as follows: proof of current licensure, registration and or certification (if applicable), proof of Physical, PPD, CPR certificate, criminal background check (+ additional state specific checks if requested by Client), and or other documents as determined by state specific regulatory bodies, and shall provide such proof of documentation, as may be required by CLIENT. If CLIENT requests additional proof outside of **ALPHA** normally provided documentation, CLIENT may be charged an additional fee. **ALPHA** acknowledges that solely for the purpose of workers' compensation coverage, CLIENT is a "special employer" of Assigned Employees, and **ALPHA NURSE STAFFING LLC shall carry the requisite workers compensation insurance for all assigned employees.**



## 2. CLIENT'S DUTIES AND RESPONSIBILITIES

CLIENT will:

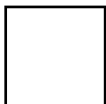
- a. Properly supervise Assigned Employee(s) performing Client's work, including compliance with all rest break, meal break and all other laws and regulations which apply to Client's own employees, and be responsible for Client's business operations, services, and confidential information;
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to be entrusted with confidential information, without **ALPHA** express prior written approval or as strictly required by the job description provided to
- c. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site, and address reporting of any workplace accidents consistent with state and or federal law;
- d. Provide training and provisions for personal protective equipment (PPE), engineering, housekeeping and workplace controls, including but not limited to: PPE in appropriate sizes at accessible locations, accounting for hypoallergenic materials as needed, closable, puncture- resistant, leak proof containers readily accessible for sharps; readily accessible handwashing facilities, housekeeping, de-contamination of work sites, and laundering requirements; treatment of staff, to include Assigned Employee, in the event of exposure incidents.
- e. Not change Assigned Employees' job duties or job location without **ALPHA** express prior written approval;
- f. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits; and,
- g. Promptly pay all invoices pursuant to the procedures set forth below.

## 3. TERM

This AGREEMENT shall be in effect from the date of its execution for a minimum period of 12 months and shall continue until terminated by written notice from **ALPHA**. If not sooner terminated, this Agreement shall renew at the end of the Initial Term and shall thereafter continue for successive annual periods until terminated by either party upon not less than thirty (30) days written notice prior to the expiration of the then current renewal term.

## 4. PAYMENT TERMS, BILL RATES, FEES, AND PROCESSES

- a. **CLIENT PAYMENT.** CLIENT understands that **Alpha** pays all Assigned Employees (whom **Alpha** sends to CLIENT's Facility) weekly, and that it is critical to **ALPHA NURSE STAFFING** that clients makes prompt payment to continue to recruit and retain high quality staff to reliably fill CLIENT's needs consistently.

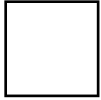


- **NET 15 DAY TERMS.** All invoices are payable to **ALPHA** within( **Fifteenth** )days of receipt of invoice. **Client agrees that this Agreement supersedes client's general vendor terms, if different from ALPHA NET terms.** There is an initial credit limit of up to \$5,000.00 for new accounts, pending a credit investigation. As outstanding balances are consistently paid in a timely manner, **ALPHA at it's own discreption will increase credit for Client's account, accordingly.**

**HOW BILLING WORKS:** Alpha Nurse Staffing will automatically email client's billing invoice on the 1st and 15th of every month. Each billing invoice will be due 15 days after receipt. The automated email will also serve as an Account Statement, detailing all outstanding balances. **LATE PAYMENTS:** Any unpaid invoice aging ( **Seven** ) days after the due date will be charged a one-time penalty of 6.5%, plus an additional 2% rate of interest per



month. If the invoice remains unpaid fifteen days after the date thereof, the client shall be responsible for all accrued finance charges and all reasonable attorney fees and collection costs in addition to applicable interest.



- **ACH DEDUCTION OPTION 3% discount on all invoices** for CLIENT chooses to pay weekly ACH deductions from client accounts.

**ALPHA** will send an automated email with the exact billings for that week which will be withdrawn by ACH deduction. On Thursday, **ALPHA** will initiate the ACH transfer. On Friday, the full billings minus the 3% discount will be withdrawn by ACH deduction. For CLIENTS choosing payment by ACH, CLIENT has the option of choosing CLIENT's principal place of business or the forum set forth herein in the FORUM SELECTION clause.

- INVOICES.** Invoices will be generated on a weekly basis, supported by the pertinent time sheets for documenting time worked by the Assigned Employees. CLIENT agrees to execute promptly Assigned Employees' timesheets after the shift is complete. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees constitutes acceptance by the CLIENT that the documented hours are correct, and that CLIENT authorizes **ALPHA** to bill CLIENT for those hours. If CLIENT disputes a portion of any invoice, this will not relieve the CLIENT of the obligation to pay any undisputed portion within the terms set in this agreement.
- As an additional measure, **ALPHA** will email a confirmation of the shifts worked to the Point-Of-Contact, as indicated by CLIENT below, following receipt of the Assigned Employees' timesheet(s). CLIENT will have 24 hours, from the time the confirmation email was delivered, to dispute the listed shift(s) if there are any discrepancies and to make any adjustments deemed necessary. These emails will also include copies of timesheets which were already signed by CLIENT personnel.
- If CLIENT does not respond to the confirmation of shifts within 24 hours, CLIENT acknowledges that the shifts reflected on all invoices are accurate and correct. CLIENT shall be responsible for all shifts that are approved or approved-by-default (in the event that CLIENT misses the 24-hour deadline). **ALPHA** reserves the right to make necessary corrections to timesheets and present invoices marked original for payment according to the original scheduled date and time defined in this AGREEMENT.
- It is the CLIENT'S responsibility to inform **ALPHA** if any scheduling issues or objectionable performance issues arise while Assigned Employee working for the CLIENT. If the CLIENT sends the Assigned Employee home prior to the scheduled shift end time, they are obligated to pay for the hours the Assigned Employee worked prior to being sent home. If the Assigned Employee works at the CLIENT's facility, CLIENT is responsible to pay for the corresponding hours.
- HOLIDAY AND VACATION RATES.** The rate schedule for all positions is included as Exhibit A to this AGREEMENT. Billing will be calculated at a rate 1.5X (time and a half) the normal hourly rates if services are performed on the following holidays:



New Year's Day  
Christmas Day  
Thanksgiving  
Memorial Day

Labor Day  
Easter  
Independence Day  
Martin Luther King Day

Presidents Day  
Columbus Day  
Veteran's Day  
Juneteenth Day

- g. Additionally, CLIENT agrees to pay overtime at the rate 1.5X (time and a half) the normal hourly rates of any Assigned Employee who works in excess of 40 hours per week. For purposes of calculating overtime, weeks run from 7:00 AM Monday through 7:00 AM Monday. Weekends start at 11:00 PM on Friday and end at 7:00 AM on the following Monday. Holidays start at 11:00 PM on the eve before the holiday, and end at 11:00 PM the day of the holiday. CLIENT agrees that this contract supersedes CLIENT's internal weekly schedule, if different from the schedule noted above. Client further agrees that Client's internal overtime approval process is the Client's responsibility. If a staffer works shifts which put staffer into overtime for the week at Client's facility, the Client shall be responsible for paying overtime rates as described herein, without exception.
- h. All payments will be processed weekly. If your method of payment is ACH and the transaction is declined for any reason, CLIENT will have 5 (five) business days to remit payment. If payment is not received by the end of 5 (five) business days from declined transaction, staffing will be paused temporarily, and CLIENT will not be able to book additional shifts. Staffing will be resumed once full payment has been received.
- i. CLIENT is responsible to promptly inform **ALPHA** of changes to the CLIENT's A/P staff emails. Should CLIENT fail to inform **ALPHA** of these changes, CLIENT remains responsible to pay all invoices within the terms of this AGREEMENT.

**5. NONDISCRIMINATION AND SEXUAL HARASSMENT POLICY.** All parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against employees based on race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation or any other status or condition protected by applicable Federal, State or Local laws. Client agrees that it prohibits and will prohibit the sexual harassment of employees placed pursuant to the terms of this Agreement.

**6. AGREEMENT TO INDEMNIFY**

- a. To the extent permitted by law, the Parties agrees to indemnify, defend, and hold the other Party harmless from and against any and all costs, expenses (including attorneys' fees), liabilities, damages, judgments and settlements arising out of or relating to the willful misconduct, criminal conduct, negligent conduct or negligent omission by the Party (or its employees, agents or representatives). Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form or action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
- b. **Limitation on Liability.** In no event shall the total aggregate liability of **ALPHA** arising out of or related to this Agreement and whether in contract, tort or under any other theory of liability, exceed the amount paid to **ALPHA** under this Agreement, per event; provided however, that a series of occurrences related in time and scope shall constitute one event for the purposes of this Agreement.

**7. STAFFING COMMITMENT.**

- a. Because **ALPHA** serves an array of time-sensitive environments including, but not limited to, nursing homes,



hospitals, and assisted living communities, **ALPHA** retains 24-hour live staffing coordination assistance to ensure effective and consistent staffing. CLIENT agrees to give at minimum four (4) hours' notice for new assignments and staff availability, and CLIENT agrees to provide AllShifts with at minimum four (4) hours cancellation notice of any confirmed assignment, including any confirmed assignment that **ALPHA** was able to fill with less than four (4) hours' notice. Any cancellation of confirmed assignment with less than four (4) hours' notice will result in a minimum of 4 hours administrative compensation charge.

- b. **ALPHA** will supply employees on a part time/full time schedule as may be determined in coordination with the CLIENT. **ALPHA** commits to making best efforts to accommodate CLIENT on all shift requests, including "last minute" shift (defined as requests made less than four (4) hours before a shift is scheduled to begin) requests as well. While best efforts will be made to fill all shift requests, it is understood that there are many factors contributing to whether shifts are filled, and CLIENT understands that not all shift requests will be filled.

## 8. CONFIDENTIALITY.

- a. Compliance Program. The Parties agree to abide by: (i) Medicare and Medicaid billing and coding requirements, including proper documentation of services; (ii) the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA"), the applicable privacy and patient confidentiality provisions of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any current and future regulations promulgated under either HIPAA or HITECH, including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements"; and (iii) any applicable state and local privacy and patient confidentiality rules and regulations. CLIENT agrees that CLIENT will NOT send any personally identifying patient information to **ALPHA** without first executing a Business associate AMENDMENT. CLIENT further agrees that receipt of such information by the Assigned Employee shall not constitute receipt of such information by **ALPHA NURSE STAFFING LLC**
- b. CLIENT shall be responsible to have the Assigned Employee complete any of CLIENT'S internal compliance and confidentiality documents, including any and all documents required to ensure compliance with the statutes listed above. **ALPHA** shall assist as possible to ensure the Assigned Employee signs all documents, upon request of CLIENT.

**9. DOCUMENT RETENTION.**In compliance with Section 420.302 (b) of the Medicare regulations, until the expiration of four (4) years after the furnishing of the services provided under this AMENDMENT, Agency will make available to the Secretary, United States Department of Health and Hospital Services, the United States Comptroller General, and their representatives, this AMENDMENT and all books, documents and records necessary to certify the nature and extent of the costs of those services. The Parties agree to retain all documents as required by other relevant State and Local rules.



## 10. CHOICE OF LAWS/ FORUM SELECTION.

- a. This AGREEMENT and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this AGREEMENT, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the **state of Illinois and or any state ALPHA provides staffing.**
- b. **ALPHA** and CLIENT agree that they will not commence any action, litigation or proceeding of any kind whatsoever against the other party in any way arising from or relating to this AGREEMENT and all related transactions, including, but not limited to, contract, equity, tort, fraud and statutory claims, in any forum other than The United States District Court of **the state or** if such court does not have subject matter jurisdiction, **the matter will be subject to the superior court if the state of Illinois.**

**Therefore: Alpha /Client** Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

## 11. MISCELLANEOUS.

- a. Given the evolving nature of regulations in the healthcare space, and the nationwide scope of services provided by **ALPHA**, amendments and updates to this agreement may be posted on **ALPHA** website from time to time, as required by law.
- b. Attorneys' Fees. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all reasonable fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.
- c. Each provision of this AGREEMENT will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
- d. This AGREEMENT and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the AGREEMENT.
- e. The provisions of this AGREEMENT will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
- f. The failure of a party to enforce the provisions of this AGREEMENT will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this AGREEMENT.
- g. CLIENT will not transfer or assign this AGREEMENT without **ALPHA** written consent.
- h. Neither party will be responsible for failure or delay in performance of this AGREEMENT if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

**Each authorized representative of the Parties executing this Agreement represents and warrants that (i) he or she is duly authorized to execute and deliver this Agreement on behalf of the entity in accordance with the by-laws, operating agreement, or other governing document(s); (ii) that this Agreement is valid and binding upon the entity and enforceable against the entity in accordance with its terms; (iii) if this Agreement is signed by a management company on behalf of an owner, the subsequent dissolution of the management company shall not affect the enforceability of the Agreement; and, (iv) the execution and delivery of this Agreement will not, with or without the passage of time, violate any other contract by which the entity is bound**



## Billing Rates

**Optional Additional Compensation:** Authorized representatives of each client may direct Alpha Nurse Staffing to raise billing rates by \$3.00 PER/HR for per-denim shifts that are posted within less than four hours of the shift start time to help increase the likelihood that a specific shift will be filled. To help eliminate staff shortages Alpha Nurse staffing recommends requesting staff on the facility portal 48hrs - 1 month in advance.

### PER-DENIM STAFF RATES

PER-DENIM 1 - 90 DAY TERM	MON - FRI RATES	SAT - SUN RATES
CNA / PCT	\$35.00 / HR	\$40.00 / HR
LPN / LVN	\$55.00 / HR	\$60.00 / HR
RN	\$65.00 / HR	\$70.00 / HR
Behavior Health Tech	\$35.00 / HR	\$40.00 / HR

### DIRECT PLACEMENT STAFF RATES

DIRECT PLACEMENT	FLAT RATES
CNA / PCT	\$1500.00
LPN / LVN	\$2000.00
RN	\$2500.00
Behavior Health Tech	\$1500.00



In consideration of the mutual promises set forth herein, both parties here by adopt this agreement.

CLIENT: \_\_\_\_\_  
Address: \_\_\_\_\_

**ALPHA NURSE STAFFING LLC.**  
332 S Michigan Ave. Suite 900  
Chicago IL, 60604

Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

\_\_\_\_\_  
Signature

Name/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature / CEO

Name: **Jessica Warfield**  
Date: \_\_\_\_\_

**Points of Contact for Staffing Coordination**

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Points of Contact for Accounts Payable** (whomever is responsible for reviewing and approving invoices)

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_



# 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. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> 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.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC                  <input type="checkbox"/> C Corporation                  <input type="checkbox"/> S Corporation                  <input type="checkbox"/> Partnership                  <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/> <hr/>

## 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.

Social security number								
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## Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

**Future developments.** 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-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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