



204 Sigma Drive • RIDC Park  
Pittsburgh, PA 15238  
800-DONORS-7 or (412) 963-3550  
Fax: (412) 963-3564  
[www.core.org](http://www.core.org)

Dear Potential Independent Contractor Surgical Staff Member,

Thank you for your interest in becoming a contracted Operating Room Nurse (Circulator), Surgical Technologists, Echo Technologist, or CRNA for CORE. In order to adhere to the various standards and regulations to which we must comply, we require the following:

1. Your Resume
2. A copy of your current License, and/or Certification document
3. Per Diem Information Form
4. The signed Confidentiality Agreement Form
5. Your review of the enclosed Code of Conduct Policy and Procedure, and the acknowledgment form signed
6. Your review of the Memorandum of Expectations, and the Corporate Compliance Principles contained therein, and required signature
7. Completed W-9 Form
8. Completed and Signed Independent Contractor Agreement
9. Background Authorization Agreement

Please return all information to CORE either via mail or email to [perdiem@core.org](mailto:perdiem@core.org).

Please call with any questions regarding the enclosed paperwork and documents.

We appreciate your willingness to work with our organization and save lives through organ and tissue donation.

Human Resources Office:  
412-963-3550  
Fax: 412-850-4864

**MISSION:** To *Save* and *Heal* lives through donation.

**VISION:** All potential donors will make *A Pledge for Life*.

**VALUES:** Compassion ♥ Education ♥ Innovation ♥ Integrity ♥ Life ♥ Quality ♥ Respect ♥ Responsiveness





**Per Diem Information Form**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

License/Certificate Type: \_\_\_\_\_ # \_\_\_\_\_

Please indicate your primary field of expertise or professional background (e.g., Cardiac Surgery, General Surgery, etc.).

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

Years of Experience: \_\_\_\_\_

Are you able to respond within 90-minute to your intended primary location (Pittsburgh, Erie, or Charleston)?    ☐ Yes   ☐ No

Can you provide your own transportation to recoveries?                      ☐ Yes   ☐ No

Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

\_\_\_\_\_ Home Phone: \_\_\_\_\_

\_\_\_\_\_ Work Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_ Pager No. \_\_\_\_\_

Emergency Contact:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

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

You will need to email your availability each month to CORE at [perdiem@core.org](mailto:perdiem@core.org).

## **Memorandum of Expectation – Independent Contractor Surgical Staff**

As Independent Contractor Surgical Staff for CORE, you will be required to submit your schedule (days and hours of availability) on a monthly basis. This schedule may be submitted by mail, fax or email. No schedule will be taken over the phone.

Once your schedule has been submitted and you are placed on-call, it is expected that you are available for cases. If for any reason you become unavailable on a day that you are scheduled to be on, it is your responsibility to remove yourself from the call list prior to being contacted. It is also your responsibility to place yourself back on-call. If/When the third case is refused, you will be permanently removed from the Independent Contractor List and will no longer be contacted for cases.

Once CORE becomes involved in a case, a circulator and scrub tech will be selected from the list of available Independent Contractor staff for that day. Normally, you will be notified at least three hours prior to the OR set time. You will meet CORE staff in the ER area, assist with taking the necessary equipment to the OR, and change into the hospital's scrubs.

The CORE Recovery Coordinator (RC) will assist you in set-up of the OR. You will need two bovie, two suctions (extra canisters - IO), mayo stand, three IV poles, back table for the scrub tech, an additional back table for each organ and two slush machines, if available. The CORE RC will provide you with all necessary documentation including: Pick Sheets, Count Sheet, Sharps Document, CORE Operative Record and Reimbursement Form. You will also be provided with the instrument trays, OR pack and other disposables.

Once the OR is set, you will perform your initial counts. When the donor enters the OR, the circulator and/or scrub tech will identify the donor, review the death note and consent documents with the CORE Organ Procurement Coordinator (OPC) and/or RC, and assist the team in positioning the donor. Bovie pads x 2 are to be placed. Generally, the transplant surgeons will perform the shave and skin preps. The recovery will then begin. As the case is ending, you will initiate and document your final counts. **DO NOT** allow the surgeon to close the incision until you have accurately completed those counts. When the recovery is complete, you will assist CORE staff in transferring the donor from the OR table to the morgue gurney and post - mortem care. You will also assist CORE staff with cleaning the room and removing the trash.

A reimbursement check from CORE will be mailed approximately 15 days from the date of receipt of all required forms. Please note that no taxes will be withheld from the Independent Contractor rate.

CORE does have liability coverage for this process.

As an Independent Contractor Surgical Staff for CORE, it is your responsibility to conduct yourself in a professional manner while performing your assigned duties. As such, it is also your responsibility to familiarize yourself with the CORE Code of Conduct and behave in a manner consistent with the principles contained therein while in performance of your duties.

As an Organ Procurement Organization, CORE is regulated by numerous governmental and non-governmental agencies. As such, it is necessary that CORE Independent Contractor Staff conduct themselves in accordance with the following Corporate Compliance Principles:



1. Legal and Regulatory
  - a. No falsification of hours/cases worked
  - b. No fraudulent activity of any kind
  - c. No discrimination or harassment of any kind
  - d. Reporting to the Director of HR if you have been placed on the Center for Medicare and Medicaid Services Office of the Inspector General exclusion list for any reason
2. Business Ethics
  - a. Communicating honestly and maintaining integrity at all times
3. Confidentiality
  - a. Treating all donor/recipient information as though it was covered by HIPAA
4. Business Relationships
  - a. No accepting of gifts or gratuities in relation to your work as a CORE independent contractor

By signing below, you acknowledge your understanding of this document and further agree to accept and abide by all requirements contained herein.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## **Center for Organ Recovery & Education (CORE) Confidentiality Agreement**

The Center for Organ Recovery & Education (CORE) is obligated to protect confidential donor and confidential business information from inappropriate disclosure unless otherwise indicated. Any and all information concerning business and donor information should be considered confidential and privileged and is to be held in the strictest confidence. It is the responsibility of all authorized users of CORE's information, either business or donor-related, to safeguard against inappropriate disclosure, loss, tampering, or use by unauthorized persons. Any user of CORE's information, either business or donor-related, who discloses confidential business or confidential donor information, will lose access to such information and will be subject to corrective action including, but may not be limited to, termination of this agreement, and in the case of a CORE employee, immediate termination of employment.

**By my signature below, I certify that I understand and agree to the following:**

1. It is my responsibility to be familiar with and abide by all applicable CORE Policies and Procedures.
2. I understand that any oral communications regarding sensitive donor, business, personnel, or research related information must be conducted with discretion. I will avoid conversations involving sensitive information in elevators, hallways, buses, lunchrooms, and other areas where individuals not directly involved can overhear the conversation.
3. My account name and password are the equivalent of my signature for use of CORE systems. I am responsible for all entries of data and information that I record into the CORE systems under my account name and password. I will not disclose my account name or password to anyone except as directed by CORE administration and I will not allow anyone to use my account name or password to gain access to the CORE system. I will not attempt to learn another person's account name or password and I will not attempt to gain access to the CORE system using an account name other than my own.
4. If I have reason to believe that the confidentiality of my account name or password has been compromised, I will immediately notify CORE administration.
5. Except in the case of an emergency, I will not leave a computer terminal, which I have logged into, unattended. It is my responsibility to lock the terminal or log out of the computer terminal.
6. If I have been granted access to financial data, I will access fiscal data only as required by my responsibility. Under no circumstances will I provide any financial data regarding CORE to any unauthorized persons without express permission by CORE administration.
7. I understand that CORE has the capability and right to conduct an audit of my activities as they relate to CORE at any time.

8. I understand that State and Federal laws require keeping donor records and personnel information confidential and that there are statutes specifically mandating the confidentiality of, among other things, mental health, HIV, and drug and alcohol-related information. I understand that donor, business, or personnel information is never to be released to any unauthorized person. Any fraudulent violation of confidentiality or any of the above provisions may result in loss of systems access and corrective action up to and including immediate termination of employment.

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Signature

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Name (Printed)

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Date

## **Independent Contractor Agreement**

This independent contractor agreement (the "**Agreement**") is made and entered into as of the date \_\_\_\_\_ (the "**Effective Date**") between the Center for Organ Recovery & Education (the "**Company**"), a Pennsylvania non-profit company, and \_\_\_\_\_, a duly qualified operating room nurse and/or scrub technician (the "**Contractor**") (collectively, the "**Parties**").

The Company requests the Contractor to perform services for it and may request the Contractor to perform other services in the future; and

The Parties therefore agree as follows:

### **1.0. Termination.**

1.1 This agreement is terminable at the will of either party, and in accordance with the attached Memorandum of Expectation.

### **2.0. Contractor Services.**

2.1. During the contractual relationship, the Company may engage the Contractor to provide the services, in accordance with the terms set forth in the attached Memorandum of Expectation - Independent Contractor Surgical Staff, as needed (the "**Services**"), or other such services as mutually agreed upon in writing by the Parties (email is acceptable).

2.2. The work performed by the Contractor shall be performed at the payment rate determined by Company and agreed to by Contractor at the time of service. Company reserves the right to reevaluate the payment rate at reasonable intervals. If the Company determines that it is necessary to change the rate, Contractor shall be informed prior to the commencement of performance. A reimbursement check from the Company will be mailed approximately 15 days from the date of receipt of all required forms.

2.3. The Company shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Contractor.

### **3.0. Independent Contractor Status.**

3.1. The Parties intend that the Contractor be engaged as an independent contractor of Company. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

3.2. The Contractor may not act as agent for, or on behalf of, the Company, or to represent the Company, or bind the Company in any manner.

3.3. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

**4.0. Representations.** Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

**5.0. Indemnification.** The Contractor shall indemnify and hold harmless the Company, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the Contractor's services under this Agreement.

**6.0. Confidential Information.**

6.1 Each Party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other Party, including, but not limited to, trade secrets, financial information, employee and customer information, protected health information, and any other information that the receiving Party reasonably should know is confidential ("Confidential Information") as confidential and protect the Confidential Information with the same degree of care as each Party uses to protect its own Confidential Information of like nature.

6.2 Confidential Information does not include any information that (i) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by the receiving Party or its representatives); (ii) is available to the receiving Party on a non-confidential basis from a source that is not and was not bound by a

confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving Party without violating its obligations under this Agreement or under any federal or state law.

**7.0. Liability.** EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BODILY INJURY, DEATH, LOSS OF REVENUE, OR PROFITS OR OTHER BENEFITS, AND CLAIMS BY ANY THIRD PARTY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS.

**8.0 Miscellaneous Provisions.**

8.1 This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

8.2. This Agreement may be amended only by written agreement duly executed by an authorized representative of each party (email is acceptable).

8.3. If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.





8.4. This Agreement shall not be assigned by either party.

8.5. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

8.6. This Agreement is be governed by and construed in accordance with the laws of the State of Pennsylvania without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement will only be brought, tried and resolved in the applicable federal or state courts having jurisdiction in the State of Pennsylvania. Each party hereby consents to the exclusive personal jurisdiction and venue of the courts, state and federal, having jurisdiction in the state of Pennsylvania.

8.7. Each party hereby represents and warrants that it has not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in federal health care programs. In the event that either party becomes debarred, excluded, suspended or otherwise determined to be ineligible to participate in federal health care programs, this Agreement can be i rnmediately terminated.

[ THIS SPACE INTENTIONALLY LEFT BLANK]

The Parties are signing this Agreement on the date stated in the introductory clause. Center for Organ Recovery & Education.

By (Signature): \_\_\_\_\_

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

Title: \_\_\_\_\_



## Background Authorization Agreement

I, \_\_\_\_\_ hereby authorize CORE (the "Company") of 204 Sigma Drive, Pittsburgh, Pennsylvania 15238, and/or its agents to make investigation of my background, references, character, past employment, consumer reports, education, and criminal history record information which may be in any state or local files, including those maintained by both public and private organizations, and all public records, for the purpose of confirming the information contained on my application and/or obtaining other information which may be material to my qualifications for employment. A telephone facsimile (fax) or xerographic copy of this consent shall be considered as valid as the original consent.

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

Applicant:

# CORE

## Policies and Procedures

|  |   |
|--|---|
| POLICY #: HR 010                         | PAGE 1 OF 2                                     |
| MANUAL: Human Resources                  | ORIGINAL POLICY DATE: 8/08                      |
| REVIEWER(S): Director of Human Resources | REVISION DATE: 7/21/10, 2/7/14, 1/21/16, 4/2/21 |
|  | APPROVAL DATE: 7/21/10, 2/5/16, 4/10/21         |
| POLICY NAME: Code of Conduct             | IMPLEMENTATION DATE: 7/21/10, 2/5/16, 5/4/21    |

### Policy

It shall be the policy of CORE that employees meet professional standards of behavior, knowledge, and skills.

### Purpose

The purpose of this policy is to provide standards of professionalism and ethics for employees to adhere to in their daily work practice. CORE strives to assure that breaches of these principles may be cause for disciplinary review. Disciplinary actions may include verbal or written warnings up to and leading to termination of employment.

### Scope

This policy applies to all CORE employees, Contractors and employees of other entities acting on behalf of CORE.

### CORE's Code of Conduct

1. CORE Employees shall:
  - 1.1. Promptly inform the President/CEO with any evidence that raises a substantial question of falsification of information or misuse of CORE property, fraudulent use of CORE property, or any other document or misrepresentation of CORE property.
  - 1.2. Respect appropriate professional boundaries in their interactions with customers, potential donors/donors, and donor families.
  - 1.3. Avoid behavior that would pose a threat or potential threat to the health, well-being or safety of a CORE staff member, customers of CORE within the community, potential donors/donors and donor families.
  - 1.4. Recognize and understand their professional and personal limitations.
  - 1.5. Perform their duties without impairment from substance abuse, cognitive deficiency, or mental illness. If an employee has a diagnosed cognitive deficiency or mental illness that begins to impact the ability of the employee to perform their duties, they will report it directly to their supervisor, Director, or the Director of Human Resources.
  - 1.6. Maintain and demonstrate the ability to function within their chosen areas of employment safely and competently.
  - 1.7. Protect the confidentiality of the information handled by CORE staff members concerning our staff and our customers both inside and outside the organization.
  - 1.8. Handle conflicts quietly and privately at appropriate times when all parties can speak respectfully and courteously to one another.
  - 1.9. Provide a positive image through personal grooming and hygiene.
2. CORE Employees shall not:
  - 2.1. Engage in cheating or other dishonest behavior that violates CORE's Mission and Values.

# CORE

## Policies and Procedures

|  |   |
|--|---|
| POLICY #: HR 010                         | PAGE 2 OF 2                                     |
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| POLICY NAME: Code of Conduct             | IMPLEMENTATION DATE:7/21/10, 2/5/16, 5/4/21     |

- 2.2. Obtain, attempt to obtain or assist others in obtaining donor information, or maintaining eligibility, certification, or recertification through deceptive means.
- 2.3. Manufacture, modify, reproduce, distribute or use a fraudulent or otherwise unauthorized CORE document.
- 2.4. Represent themselves in any way that would compromise CORE or the donation process.
- 2.5. Breach any confidential information obtained internally or externally related to CORE its customers or Donors during the course of employment with CORE or after termination of employment.
- 2.6. Verbally or physically intimidate any staff member at any time, engage in loud vocalizing within any nursing or surgical unit of the hospital, use insulting language toward any staff member, patient or family member, engage in disparaging remarks about other professionals being discussed in open or without the benefit of a dialogue, throwing objects, use of threatening or abusive language, use of profanity or similarly offensive language, and inappropriate physical contact with an individual that is threatening, intimidating, or unwelcome.



### **CORE Code of Conduct Policy**

I have received a copy of CORE's Code of Conduct Policy, and it has been reviewed with me. I fully understand that it is my primary responsibility to ensure that I behave and conduct myself within the confines of CORE's Code of Conduct and any applicable laws and regulations in performance of my contractual duties on behalf of CORE.

My signature is an acknowledgement of the above statements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Printed)

**Request for Taxpayer  
Identification Number and Certification**

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

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

|  |   |  |
|--|---|--|
| Print or type.<br>See Specific Instructions on page 3. | <b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  |  |
|  | <b>2</b> Business name/disregarded entity name, if different from above.  |  |
|  | <b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .<br><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) _____ | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____<br><br>(Applies to accounts maintained outside the United States.) |
|  | <b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>   |  |
|  | <b>5</b> Address (number, street, and apt. or suite no.). See instructions.   | Requester's name and address (optional)  |
|  | <b>6</b> City, state, and ZIP code  |  |
|  | <b>7</b> List account number(s) here (optional)   |  |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

|                                       |  |  |  |   |   |  |  |   |  |  |  |
|---------------------------------------|--|--|--|---|---|--|--|---|--|--|--|
| <b>Social security number</b>         |  |  |  |   |   |  |  |   |  |  |  |
|                                       |  |  |  | - |   |  |  | - |  |  |  |
| <b>or</b>                             |  |  |  |   |   |  |  |   |  |  |  |
| <b>Employer identification number</b> |  |  |  |   |   |  |  |   |  |  |  |
|                                       |  |  |  |   | - |  |  |   |  |  |  |

**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 |
|------------------|--------------------------|------|

**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).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form, you:**

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

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

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

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

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

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

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

### Line 3a

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

| IF the entity/individual on line 1 is a(n) . . .                             | THEN check the box for . . .  |
|--|---|
| • Corporation  | Corporation.  |
| • Individual or  | Individual/sole proprietor.   |
| • Sole proprietorship  |   |
| • LLC classified as a partnership for U.S. federal tax purposes or           | Limited liability company and enter the appropriate tax classification: |
| • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation | P = Partnership,<br>C = C corporation, or<br>S = S corporation.         |
| • Partnership  | Partnership.  |
| • Trust/estate   | Trust/estate.   |

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

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

#### Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).



- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

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

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

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

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

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

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

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account:  | Give name and SSN of:   |
|--|---|
| 1. Individual  | The individual  |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI                  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Two or more U.S. persons (joint account maintained by an FFI)                                       | Each holder of the account  |
| 4. Custodial account of a minor (Uniform Gift to Minors Act)   | The minor <sup>2</sup>  |
| 5. a. The usual revocable savings trust (grantor is also trustee)                                      | The grantor-trustee <sup>1</sup>  |
| b. So-called trust account that is not a legal or valid trust under state law                          | The actual owner <sup>1</sup>   |
| 6. Sole proprietorship or disregarded entity owned by an individual                                    | The owner <sup>3</sup>  |
| 7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))** | The grantor*  |

| For this type of account:   | Give name and EIN of:     |
|---|---------------------------|
| 8. Disregarded entity not owned by an individual  | The owner                 |
| 9. A valid trust, estate, or pension trust  | Legal entity <sup>4</sup> |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553  | The corporation           |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization   | The organization          |
| 12. Partnership or multi-member LLC   | The partnership           |
| 13. A broker or registered nominee  | The broker or nominee     |
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity         |
| 15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**   | The trust                 |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

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

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

\* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.