Wings of Faith, LLC

INDEPENDENT CONTRACTOR AGREEMENT

Please read and initial each line

_____ I understand that I am NOT an employee of Wings of Faith, LLC. I am self-employed/an independent contractor. I understand that Wings of Faith, LLC is a caregiver registry that provides referrals or job opportunities.

_____ I understand that Wings of Faith, LLC does not provide training and that referrals or job opportunities are based on the client's needs and my level of experience.

_____ I understand that Wings of Faith, LLC cannot promise contracts/work. Contracts/work may be sporadic and there may be prolonged periods without a contract.

_____ I understand that because I am self-employed, Wings of Faith, LLC will not provide me with unemployment coverage. I understand that I cannot apply for unemployment due to my contractual agreement with Wings of Faith, LLC.

_____ I understand that Wings of Faith, LLC does not provide workmen's compensation insurance.

_____ I understand that I can work for Wings of Faith, LLC's competitors that provide care giving services.

_____ Wings of Faith, LLC DOES NOT withhold federal taxes from your weekly disbursements. You are responsible for taxes owed to the government. Wings of Faith, LLC will send you a 1099 at the end of their fiscal year for you to use to prepare your taxes. It is your responsibility to keep your address current with Wings of Faith, LLC., this is how your 1099 will be mailed to you.

_____ Please DO NOT identify yourself as a Wings of Faith, LLC employee verbally or in writing on tax/government forms, business cards, letterhead, or any other document. You are self-employed.

_____ I understand the client(s) provide payment for my services and NOT Wings of Faith, LLC. Should the Client(s) not provide payment then Wings of Faith, LLC will be unable to send me a disbursement.

_____ I understand I am to provide my own equipment (i.e., anything that may help me perform my services).

_____ I understand that I may not work independently of Wings of Faith, LLC with any client introduced to me by Wings of Faith, LLC for 2 years after services has officially ended. Clients have also signed a contract with Wings of Faith, LLC for caregiver referrals. I understand the Client and I, will pay Damages to Wings of Faith, LLC if the caregiver introduced to them works independently from Wings of Faith, LLC while under contract. Damages will be in the amount of **$7,500.00.**

_____ I understand that if I accept a contract and do not fulfill my contract (quit or do not show up, even if I call in) a fee of **$50.00** will be withheld from my disbursement. I understand that if I am not able to fulfill my contract for any reason that it is my responsibility to find a caregiver registered with Wings of Faith to fulfill my contract. If I don't, I may be removed from the registry. I understand that this means that I will not receive any further job opportunities.

_____ I understand that it is my responsibility to find my own substitute when ill or unable to fulfill my contract from the Substitute List Wings of Faith, LLC provides me with. I will then notify Wings of Faith, LLC.

_____ I understand Wings of Faith, LLC cannot provide me with check stubs, proof of employment, or any other documentation necessary for future employment, housing requirements, car loans, etc. It is my responsibilities to keep track of disbursements, days/hours worked, etc. Wings of Faith, LLC will NOT provide this information to you except for the 1099 tax form.

_____ I understand that I am required to keep my Personnel File up to date with Wings of Faith at least quarterly.

_____Mileage Agreement: I understand that I can only get reimbursed for mileage while running errands/ Transporting the client during my shift. I cannot get reimbursed for Mileage to/ from my home to client. I can keep track of the mileage from my home to client's home to write off on my taxes. Wings of Faith, LLC does not keep records of your mileage.

NON-INTERFERENCE AGREEMENT

DUE TO THE NATURE OF THE BUSINESS CONDUCTED BY WINGS OF FAITH, LLC, I UNDERSTAND THAT I WILL OBTAIN CERTAIN CONFIDENTIAL AND PROPRIETARY INFORMATION IN THE COURSE OF BECOMING A CARE PROVIDER ELIGIBLE FOR REFERRAL SERVICES WITH WINGS OF FAITH, LLC. I AGREE NOT TO DISCLOSE TO ANY OTHER PERSON AT ANY TIME ANY CONFIDENTIAL OR PROPRIETARY INFORMATION EXCEPT AS REQUIRED BY LAW. FURTHER, I UNDERSTAND THAT I AM PROHIBITED FROM APPROPRATING ANY SUCH CONFIDENTIAL OR PROPRIETARY INFORMATION FOR MY OWN USE OR FROM USING SUCH INFORMATION IN ANY WAY SO AS TO INTERFER WITH THE BUSINESS OF WINGS OF FAITH, LLC, OR IT'S AGENTS, REPRESENTITIVES, SUBSIDIARIES, OR CONTRACTING CARE PROVIDERS.

CONFIDENTIAL INFORMATION INCLUDES, BUT NOT LIMITED TO: IDEAS, PLANS, COSTS, RATES, CLIENTS AND CLIENT LISTS, CONTRACTS, METHODS OF IMPLEMENTATION OR OPERATION, MARKETING AND MARKETING STRATEGIES, AND THE SCREENING, PRE-CREDENTIALING AND EDUCATION OPPORTUNITIES MADE AVAILIBLE TO CARE PROVIDERS RELATED TO THE OPERATION AND BUSINESS OF WINGS OF FAITH, LLC.

PROPRIETARY INFORMATION INCLUDES, BUT NOT LIMITED TO: POLICIES, PROCEDURES, DATA, AND CONTRACTING INFORMATION RELATED TO THE BUSINESS STRATEGIES AND COMPETITIVE POSITITON OF WINGS OF FAITH, LLC IN THE MARKET PLACE. ANY AND ALL WORK PRODUCTS, MATERIALS, SOFTWARE AND PROGRAMS, INCLUDING ANY INTELLECTUAL PROPERTY, DEVELOPED IN THE COURSE ON MY ASSOCIATION WITH WINGS OF FAITH, LLC SHALL BE THE SOLE AND EXCLUSIVE PROPERTY OF WINGS OF FAITH, LLC.

I AGREE TO FULLY DISCLOSE TO WINGS OF FAITH, LLC ANY POTENTIAL CONFLICTS OF INTEREST WHICH COULD RESULT IN ADVERSE CLAIMS, COST AND/OR CRITICISMS FOR OR OF WINGS OF FAITH, LLC SUCH AS OWNERSHIP, SUBSTANTIAL INVESTMENT OR PAYMENT BY A BUSINESS THAT CONTRACTS WITH OR COMPETES WITH WINGS OF FAITH, LLC.

I UNDERSTAND THAT NON-COMPLIANCE WITH THESE CONDITIONS CONSTITUTES BREACH OF CONTRACT FOR WHICH MAY GIVE RISE TO AN APPLICATION FOR INJUNCTIVE RELIEF AND/OR AN ACTION FOR DAMAGES BY WINGS OF FAITH, LLC.

Independent Contractor's Signature

Date

Independent Contractor's Printed Name

INDEPENDENT CONTRACTOR REGISTRATION

Name (First, Middle, Last) _____ Date of Birth _____ Female/Male Gender

Street Address _____ Apt # _____

City _____ State _____ Zip Code _____

Phone _____ Emergency Contact Name _____ Emergency Contact Phone _____

Social Security Number _____ Driver License Number _____ State Issued by _____

Email _____

Name of School	City/State	Graduate
_____	_____	YES NO
_____	_____	YES NO
_____	_____	YES NO

Technical or Vocational School

Are you a Veteran? Yes No Type of Discharge? _____

List all Job-related military training, experience, and/ or course of study:

List all Professional License you Maintain:

List additional qualifications or special skills you possess:

Availability (Select all that apply):
☐ Weekdays ☐ Weekends ☐ Mornings ☐ Evenings ☐ Holidays

What are your rates? _____

Do you have reliable transportation? ◯ YES ◯ NO

Do you smoke? ◯ YES ◯ NO

Are you willing to provide services at a smoking residence? ◯ YES ◯ NO

Are you willing to provide services a residence with pets? ◯ YES ◯ NO

Do you have any problem with lifting? ◯ YES ◯ NO

If yes, please explain: _____

Are you willing to provide incontinent care? ◯ YES ◯ NO

Do you advertise your services? ◯ YES ◯ NO

List all other registries you are or have worked with:

How did you hear about Wings of Faith, LLC? (Please be specific)

Please give your reason for contracting with Wings of Faith, LLC:

Have you registered with Wings of Faith before? ◯ YES ◯ NO

SECURITY CHECK

Are you authorized to work in the United States? ◯ YES ◯ NO

Have you resided in the State of Texas within the last 5 years? ◯ YES ◯ NO

List all other names you use if different from the name disclosed on the registration (Maiden name, Name changes):

LIST PREVIOUS WORK EXPERIENCES

(STARTING WITH MOST RECENT)

Company/Individual _____ Phone _____ Start Date _____

Street Address _____ Apt. # _____

City _____ State _____ Zip _____

Reason for leaving:

_ _

Company/Individual _____ Phone _____ Start Date _____

Street Address _____ Apt. # _____

City _____ State _____ Zip _____

Reason for leaving:

CERTIFICATION AND RELEASE

I CERTIFY THE ANSWERS GIVEN BY ME TO THE FOREGOING QUESTIONS AND THE STATEMENTS MADE BY ME ARE TRUE AND COMPLETE, TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT ANY FALSE INFORMATION, OMISSION, OR MISREPRESENTATION OF THE FACTS, WHETHER ON THIS DOCUMENT OR NOT, MAY RESULT IN THE AGENCY TERMINATING THE AGREEMENT FOR REFERRALS SERVICES.

I AUTHORIZE THE AGENCY AND ITS AGENTS, INCLUDING CONSUMER REPORTING BUREAUS, TO VERIFY ANY INFORMATION CONCERNING MY PREVIOUS EMPLOYMENT, EDUCATION, CRIMIAL HISTORY, AND MOTOR VEHICLE RECORDS, OR ANY ADDITIONAL INFORMATION THEY MIGHT HAVE, PERSONAL OR OTHERWISE, WITH REGARD TO ANY OF THE SUBJECTS COVERED BY THIS DOCUMENT.

I RELEASE ALL PERSONS, SCHOOLS, COMPANIES, AND LAW ENFORCEMENT AUTHORITIES FROM LIABILITIES FOR ANY DAMAGES THAT MAY RESULT FROM FURNISHING SUCH INFORMATION.

Independent Contractors Signature _____ Date _____

POSITION DESCRIPTION FOR INDEPENDENT CONTRACTOR

QUALIFICATIONS:

Personal Assistance Services may be performed by an unlicensed person who is at least 18 years of age and has demonstrated competency, when competency cannot be determined through education and experience, to perform the tasks assigned by the supervisor.

Personal Assistance Services may be performed by unlicensed person who is under 18 years of age, is a high school graduate or is enrolled in a vocational education program, and who has demonstrated competency to perform the tasks assigned by the supervisor.

An unlicensed person is an individual who is not licensed as a health care professional. The term includes Home Health Aids, Medication Aides permitted by DADS, and other individuals providing personal care or assistance in Health Services.

PREFERRED QUALIFICATIONS:

- Two years' experience in Personal Assistance Services
- CPR Certification

RESPONSIBILITIES:

Independent Contractors must read, understand, and agree to comply with the Individual Service Plan developed, agreed upon, and signed by the client or responsible party and the Agency.

Independent Contractor **MUST** participate in developing the client's Individual Service Plan.

Independent Contractor **MUST** document all services provided to the client.

Independent Contractor must report any changes in the client's medical condition to the agency and, if applicable, to the responsible party, Home Health Agency, and/or Hospice Agency involved in the client's care.

Independent Contractor must read, understand, and agree to comply with all applicable agency policies and procedures.

Independent Contractor must maintain client confidentiality as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The responsibilities listed above are to be used as a guideline only, and are not intended to be construed as a complete list of all responsibilities.

Independent Contractors Signature _____ Date _____

CRIMINAL HISTORY AND STATE REGISTRY CHECKS

BY EXECUTION OF THIS DOCUMENT, I ACKNOWLEDGE I HAVE BEEN INFORMED THE AGENCY MUST IMMEDIATELY TERNINATE THE AGREEMENT FOR REFERRAL SERVICES IF THE AGENCY DETERMINES, AS A RESULT OF A CRIMINAL HISTORY CHECK FROM THE DEPARTMENT OF PUBLIC SAFETY OF THE STATE OF TEXAS, THAT I HAVE BEEN CONVICTED OF AN OFFENSE LISTED IN THE TEXAS HEALTH AND SAFETY CODE §250.006.

I ACKNOWLEDGE I HAVE BEEN INFORMED THE AGENCY MUST IMMEDIATELY TERMINATE THE AGREEMENT FOR REFERRALS SERVICES IF I AM LISTED IN THE EMPLOYEE MISCONDUCT REGISTRY, NURSE AIDE REGISTRY, AND/OR MEDICATION AIDE REGISTRY AS HAVING COMMITTED AN ACT OF ABUSE, NEGLECT, EXPLOITATION, MISAPPROPRIATION, OR MISCONDUCT AGAINST A RESIDENT OR CONSUMER.

I HAVE NOT BEEN CONVICTED OF THE FOLLOWING OFFENSES:

- **An Offense Under Chapter 19, Penal Code (Criminal Homicide)**
- **An Offense Under Chapter 20, Penal Code (Kidnapping and Unlawful Restraint)**
- **An Offense Under Section 21.02, Penal Code (Continuous Sexual Abuse of a Young Child or Children)**
- **An Offense Under Section 21.11, Penal Code (Indecency with a Child)**
- **An Offense Under Section 22.011, Penal Code (Sexual assault)**
- **An Offense Under Section 22.02, Penal Code (Aggravated Assault)**
- **An Offense Under Section 22.04, Penal Code (Injury to a child, Elderly Individual, or Disabled Individual)**
- **An Offense Under Section 22.041, Penal Code (Abandoning or Endangering a Child)**
- **An Offense Under Section 22.08, Penal Code (Aiding Suicide)**
- **An Offense Under Section 25.031, Penal Code (Agreement to abduct From Custody)**
- **An Offense Under Section 25.08, Penal Code (Sale or Purchase of a Child)**
- **An Offense Under Section 28.02, Penal Code (Arson)**
- **An Offense Under Section 29.02, Penal Code (Robbery)**
- **An Offense Under Section 29.03, Penal Code (Aggravated Robbery)**
- **An Offense Under Section 21.08, Penal Code (Indecent Exposure)**
- **An Offense Under Section 21.12, Penal Code (Improper Relationship between Educator and Student)**
- **An Offense Under Section 21.15, Penal Code (Improper Photography or Visual Recording)**
- **An Offense Under Section 22.05, Penal Code (Deadly Conduct)**
- **An Offense Under Section 22.07, Penal Code (Terroristic Threat)**
- **An Offense Under Section 33.021, Penal Code (Online Solicitation of a Minor)**
- **An Offense Under Section 34.02, Penal Code (Money Laundering)**
- **An Offense Under Section 35a.02, Penal Code (Medicaid Fraud)**
- **An Offense Under Section 42.09, Penal Code (Cruelty to Animals)**

I HAVE NOT BEEN CONVICTED IN THE LAST FIVE (5) YEARS OF THE FOLLOWING OFFENSES:

- **An Offense Under Section 22.01, Penal Code (Assault) – Punishable as a Class A Misdemeanor or as a Felony**
- **An Offense Under Section 30,02, Penal Code (Burglary)**
- **An Offense Under Chapter 31, Penal Code (Theft) – Punishable as a Felony**
- **An Offense Under Section 32.45, Penal Code (Misapplication of Fiduciary or of a Financial Institution Property) – Punishable as a Class A Misdemeanor or a Felony**
- **An Offense Under Section 32.46, Penal Code (Securing Execution of a Document by Deception) – Punishable as a Class A Misdemeanor or a Felony**
- **An Offense Under Section 37.12, Penal Code (False Identification as a Peace Officer)**
- **An Offense Under Section 42.01 (A) (7), (8), OR (9), Penal Code (Disorderly Conduct)**

I HAVE NOT BEEN CONVICTED UNDER THE LAWS OF ANOTHER STATE, FEDERAL LAW, OR THE UNIFORMED CODE OF MILIARY JUSTICE FOR AN OFFENSE CONTAINING ELEMENTS THAT ARE SUBSTANTIALLY SIMILAR TO THE ELEMENTS OF AN OFFENSE LISTED IN TEXAS HEALTH AND SAFETY CODE §250.006.

PLEASE CHECK ONE OF THE FOLLOWING STATEMENTS:

◯ **I HAVE BEEN CONVICTED OF AN OFFENSE(S) NOT LISTED IN TEXAS HEALTH AND SAFETY CODE §250,006.**

◯ **I HAVE NOT HAD ANY OTHER CONVICTIONS.**

I ACKNOWLEDGE BY MARKING THE STATEMENT "I HAVE NOT HAD ANY OTHER CONVICTIONS" AND A CRIMIAL HISTORY CHECK FROM THE DEPARTMENT OF PUBLIC SAFETY OF THE STATE OF TEXAS INDICATES I HAVE BEEN CONVICTED OF AN OFFICE NOT LISTED IN THE TEXAS HEALTH AND SAFETY CODE §250.006 THE AGENCY MUST IMMEDIATELY TERMINATE THE AGREEMENT FOR REFERRAL SERVICES.

CRIMINAL HISTORY AND STATE REGISTRY CHECKS AND THE INFORMATION THEY CONTAIN MAY NOT BE RELEASED OR OTHERWISE DISCLOSED TO ANY INDIVIDUAL OR AGENCY EXCEPT BY COURT ORDER OR WITH THE WRITTEN CONSENT OF THE INDIVIDUAL BEING INVESTIGATED.

_____ _____

Independent Contractor's Signature Date

_____

Independent Contractor's Printed Name

OCCUPATION EXPOSURE TO

BLOODBORNE PATHOGENS:

The Texas Department of Aging and Disability Services along with the Occupational safety and Health Administration (OSHA) state the following…

UNIVERSAL PRECAUTIONS

Blood has long been recognized as a potential source of pathogenic microorganisms that may present a risk to individuals who are exposed during the performance of their duties. Universal precautions are the method of control required by the Occupational Safety and Health Administration (OSHA). Universal precautions refer to a concept of bloodborne disease control, which requires that all human blood and certain body fluids be treated as if known to be infectious for HIV (the virus that causes AIDS), The Hepatitis B Virus, and other Bloodborne Pathogens.

HEPATITIS B

Hepatitis B is a serious infection involving the liver. Hepatitis B Virus (HBV) can cause lifelong infection, Cirrhosis (scarring) of the liver, Liver Cancer, Liver Failure and Death. Hepatitis B is spread when blood or body fluids from an infected person enters the body of a person who is not infected. HBV is a major infectious Occupational Hazard depending on the tasks that he or she performs. Health Care workers should be vaccinated if their tasks involve contact with blood or blood-contaminated body fluids.

HEPATITIS B VACCINATION

The vaccine is administered in a prescribed series of three injections over a six-month period.

- Dose 2 is administered 30 days after Dose 1
- Dose 3 is administered five months following Dose 2

It is your responsibility for requesting from the Health Care provider administering the vaccination additional information specific to the efficiency, safety, benefits, method of administration, and potential side effects of the Hepatitis B Vaccination.

You may elect to receive or decline the Hepatitis B Vaccination.

Please check one of the following statements:

- ◯ I agree to get the Hepatitis B Vaccination
- ◯ I have already received the Hepatitis B Vaccination
- ◯ I decline The Hepatitis B Vaccination

CORONAVIRUS:

About COVID-19

SARS-CoV-2, the virus that causes **COVID-19**, is highly infectious and spreads from person to person, including through aerosol transmission of particles produced when an infected person exhales, talks, vocalizes, sneezes, or coughs. COVID-19 is less commonly transmitted when people touch a contaminated object and then touch their eyes, nose, or mouth. The virus that causes COVID-19 is highly transmissible and can be spread by people who have no symptoms and who do not know they are infected. Particles containing the virus can travel more than 6 feet, especially indoors and in dry conditions with relative humidity below 40%. The CDC estimates that over fifty percent of the spread of the virus is from individuals with no symptoms at the time of spread.

What Workers Need to Know about COVID-19 Protections in the Workplace

SARS-CoV-2, the virus that causes COVID-19, spreads mainly among unvaccinated people who are in close contact with one another - particularly indoors and especially in poorly ventilated spaces.

Vaccination is the key element in a multi-layered approach to protect workers. Learn about and take advantage of opportunities that your employer may provide to take time off to get vaccinated. Vaccines authorized by the U.S. Food and Drug Administration are highly effective at protecting vaccinated people against symptomatic and severe COVID-19 illness and death. According to the CDC, a growing body of evidence suggests that fully vaccinated people are less likely to have symptomatic infection or transmit the virus to others.

You should follow recommended precautions and policies at your workplace. Multi-layered controls tailored to your workplace are especially important for those workers who are unvaccinated or otherwise at-risk. Many employers have established COVID-19 prevention programs that include a number of important steps to keep unvaccinated and otherwise at-risk workers safe. These COVID-19 prevention programs include measures such as telework and flexible schedules, engineering controls (especially ventilation), administrative policies (e.g., vaccination policies), PPE, face coverings, physical distancing, and enhanced cleaning programs with a focus on high-touch surfaces.

In addition, the CDC recommends that fully vaccinated people wear a mask in public indoor settings if they are in an area of substantial or high transmission. Fully vaccinated people might choose to mask regardless of the level of transmission, particularly if they or someone in their household is immunocompromised or at increased risk for severe disease, or if someone in their household is unvaccinated. Ask your employer about plans in your workplace. In addition, employees with disabilities who are at-risk may request reasonable accommodation under the ADA.

Even if your employer does not have a COVID-19 prevention program, if you are unvaccinated or otherwise at risk, you can help protect yourself by following the steps listed below:

- You should get a COVID-19 vaccine as soon as you can. Ask your employer about opportunities for paid leave, if necessary, to get vaccinated and recover from any side effects.
- Properly wear a face covering over your nose and mouth. Face coverings are simple barriers worn over the face, nose and chin. They work to help prevent your respiratory droplets or large particles from reaching others. Individuals are encouraged to choose higher quality masks so that they are providing a greater measure of protection to themselves as well as those around them. CDC provides general guidance on masks, including face coverings.

- If you are working outdoors, you may opt not to wear face coverings in many circumstances; however, your employer should support you in safely continuing to wear a face covering if you choose, especially if you work closely with other people.
- Unless you are fully vaccinated and not otherwise at-risk, stay far enough away from other people so that you are not breathing in particles produced by them – generally at least 6 feet (about 2 arm lengths), although this approach by itself is not a guarantee that you will avoid infection, especially in enclosed or poorly ventilated spaces. Ask your employer about possible telework and flexible schedule options at your workplace and take advantage of such policies if possible. Perform work tasks, hold meetings, and take breaks outdoors when possible.
- Participate in any training offered by your employer/building manager to learn how rooms are ventilated effectively, encourage your employer to provide such training if it does not already exist, and notify the building manager if you see vents that are clogged, dirty, or blocked by furniture or equipment.
- Practice good personal hygiene and wash your hands often. Always cover your mouth and nose with a tissue, or the inside of your elbow, when you cough or sneeze, and do not spit. Monitor your health daily and be alert for COVID-19 symptoms (e.g., fever, cough, or shortness of breath).
- Get tested regularly, especially in areas of substantial or high community transmission.

COVID-19 vaccines are highly effective at keeping you from getting COVID-19. If you are not yet fully vaccinated or are otherwise at risk, optimum protection is provided by using multiple layers of interventions that prevent exposure and infection.

Please check one of the following statements:

◯ I agree to get the COVID-19 Vaccination
◯ I have already received the COVID-19 Vaccination
◯ I decline the COVID-19 Vaccination

Please initial the following statements:

I understand I am responsible for all medical expenses

_____ I understand that because I may be exposed to Blood, Body fluids containing visible blood, other fluids to which Universal Precautions apply, I may be at risk for HBV exposure.

_____ I understand that I may be exposed to the COVID-19 Virus and being Vaccinated and following the CDC guideline help to mitigate my exposure.

_____ I understand by declining these vaccines, I continue to be at risk for HBV and COVID-19 exposure.

_____ _____
Independent Contractor's Signature Date

_____
Independent Contractor's Printed Name

PERSONAL ASSISTANT COMPETENCY EVALUATION – PART I

Independent Contractor's Printed Name _____ Date _____

Please chose the most appropriate answer for each question.
There is only one correct answer for each question, unless otherwise specified.

1. Which of the following is not a fundamental guideline to abide by when giving a client a bed bath?
   - ◯ A. Make the bath a comforting experience for the individual
   - ◯ B. Always begin bathing the cleanest areas first, leaving the dirtiest areas for last
   - ◯ C. Massage the Individual's calves
   - ◯ D. Use the bath to stimulate the individual's circulation and promote exercise and activity
   - ◯ E. Observe the individual for any changes that need to be reported to the nurse or doctor
2. True or False – Washing your hands with soap and water for at least 30 seconds is the single most important act you can do to control infection in the home.
   - ◯ A. True
   - ◯ B. False
3. True or False – As an unlicensed person providing Personal Assistant Services, I will not administer medication. I will only remind and observe that a client takes their medication at the prescribed time.
   - ◯ A. True
   - ◯ B. False
4. Falls are the leading cause of home injury and death among adults age 65 or older. Which of the following safety tips prevent falls in the home?
   - ◯ A. Wear proper footwear – avoid high heels, shoes with leather soles, or slippers
   - ◯ B. Make sure all stairs and steps have a secure banister or handrail
   - ◯ C. Install proper lighting throughout the home
   - ◯ D. Use a rubber mat in the bathtubs and/or shower
   - ◯ E. All of the above
5. Which of the following statements is true?
   - ◯ A. The agency administrator will monitor disaster related news and information
   - ◯ B. Get a kit – Assemble a disaster supplies kit and have it readily available
   - ◯ C. Independent contractors are expected, however, not required to continue to provide services to clients
   - ◯ D. Make a plan – Have an Emergency Response Plan in the event of a nature or man-made disaster.
   - ◯ E. All of the above

6. Exploitation is the improper act or process of a caregiver, family member, or individual that uses the resources of an elderly or disabled person for their own gain or profit.

   True or False – It is ok to ask for a loan or accept gifts from a client.

   - ◯ A. True
   - ◯ B. False

7. To prevent injury, the following technique should be used when lifting:
   - ◯ A. Lift with your back
   - ◯ B. Bend your knees and keep your back straight
   - ◯ C. Keep feet close together
   - ◯ D. Lift away from your body
   - ◯ E. None of the above

8. An elderly Individual has the right to:
   - ◯ A. Be treated with dignity and respect
   - ◯ B. Be free from abuse, neglect, and exploitation
   - ◯ C. Confidential treatment of the client's personal and medical records
   - ◯ D. All the above
   - ◯ E. None of the above

9. True or False – Always wear latex gloves when handling soiled laundry
   - ◯ A. True
   - ◯ B. False

10. Which of the following statements is a myth about Alzheimer's disease?
    - ◯ A. Drinking from aluminum cans or cooking in aluminum pots and pans can lead to Alzheimer's Disease
    - ◯ B. Alzheimer's Disease is not fatal
    - ◯ C. Flu shots increase risk of Alzheimer's Disease
    - ◯ D. All of the above
    - ◯ E. None of the above

11. Which of the following Household items should be used to put out a kitchen fire?
    - ◯ A. Sugar
    - ◯ B. Vinegar
    - ◯ C. Baking Soda or Salt
    - ◯ D. Water

12. True or False – Wings of Faith is my employer
    - ◯ A. True
    - ◯ B. False

PERSONAL ASSISTANT COMPETENCY EVALUATION – PART II

Independent Contractor's Printed Name _____ Date _____

Please use the following scale to rate your knowledge or experience of Personal Assistance Services:

1. I have NO knowledge or experience in providing this service.
2. I have SOME knowledge or experience in providing this service.
3. I am knowledgeable or experienced in providing this service.

Self-Assessment	Personal Assistant Services	I will receive Education or Training	Name of Training Program	Date Completed
○ 1 ○ 2 ○ 3	**Bathing**	○ YES ○ NO		
○ 1 ○ 2 ○ 3	**Dressing**	○ YES ○ NO		
○ 1 ○ 2 ○ 3	**Grooming**	○ YES ○ NO		
○ 1 ○ 2 ○ 3	**Routine Hair and Skin Care**	○ YES ○ NO		
○ 1 ○ 2 ○ 3	**Feeding**	○ YES ○ NO		
○ 1 ○ 2 ○ 3	**Exercising**	○ YES ○ NO		
○ 1 ○ 2 ○ 3	**Toileting**	○ YES ○ NO		
○ 1 ○ 2 ○ 3	**Transfer or Ambulation**	○ YES ○ NO		
○ 1 ○ 2 ○ 3	**Laundry**	○ YES ○ NO		
○ 1 ○ 2 ○ 3	**Changing Bed Lines**	○ YES ○ NO		
○ 1 ○ 2 ○ 3	**Light Housekeeping**	○ YES ○ NO		
○ 1 ○ 2 ○ 3	**Meal Planning and Preparation**	○ YES ○ NO		
○ 1 ○ 2 ○ 3	**Companionship and Conversation**	○ YES ○ NO		
○ 1 ○ 2 ○ 3	**Medication Reminders**	○ YES ○ NO		
○ 1 ○ 2 ○ 3	**Infection Control**	○ YES ○ NO		

DRUG FREE WORKPLACE POLICY

Wings of Faith does not perform drug testing on Employees, or Independent Contractors associated with the Agency.

The Agency does reserve the right to ask an employee or Independent Contractor to submit to a drug test if there is reason to believe that an incident occurred because the employee or Independent Contractor was under the influence of a controlled substance, illegal drug, alcohol, or illegal prescription drug use.

The employee or independent contractor will be responsible for the cost of the drug test.

Per Federal Law 41 U.S. Code 8102 and the Drug-Free Workplace Act of 1988 employees and independent contractors are informed of the following.

A. All Employees and independent contractors are prohibited from the unlawful or unauthorized manufacture, distribution, dispensing, possession or use of a controlled substance, narcotics or other illegal drugs, alcohol, or prescription medication without a prescription while on company or client premises or agency paid time.
B. Violation of this policy can result in disciplinary action, up to and including termination as an Independent Contractor.

All employees and Independent Contractors are responsible for reporting instances of possible abuse. Reported instances of abuse will be thoroughly and confidentially investigated. Violations may result in disciplinary action up to and including termination depending on the results of the investigation.

Every effort will be made to direct anyone with an addiction issue to proper treatment at the employee or independent contractor's expense

I have read and received a copy of this policy.

_____ _____

Independent Contractor's Signature Date

_____ _____

Agency Signature Date

Wings of Faith Direct Deposit
Agreement Form/Zelle Deposit

I hereby authorize Wings of Faith to initiate automatic deposits to my account at the financial institution names below. This can be done via Zelle or as a direct deposit.

Further, I agree that Wings of Faith will have no responsibility for personal checks written against my account prior to the funds being available in my account, and my account will be administered in accordance with the rules and regulations of the financial institution.

This agreement will remain in effect until Wings of Faith receives a written notice of cancellation from my financial institution or me, or until I submit a new Direct Deposit Agreement Form to Wings of Faith.

_____ _____

Independent Contractor's Signature Date

ACCOUNT INFORMATION

Name of Financial Institution: _____

Routing Number (9 Digits): _____

Account Number: _____

Zelle Information: _____

Account Type: ☐ **Checking** ☐ **Savings**

VERIFICATION OF PREVIOUS EMPLOYMENT

INDEPENDENT CONTRACTOR'S NAME: _____

NAME OF COMPANY OR INDIVIDUAL YOU LAST WORKED FOR: _____ PHONE NUMBER OF COMPANY: _____

This next section to be filled out by Wings of Faith, LLC Representative after the rest of the packet is completed by the prospective Independent Contractor.

Was the individual an employee of your Company? YES NO

What was the period of employment with your company? _____ (Start Date) _____ (End Date)

Would you rehire this individual? ☐ YES ☐ NO

Do you have any comments on this Individual?

Agency Representative Notes:

_____ _____

Agency Signature Date

_____

Agency Printed Name

Wings of Faith, LLC

Testing Information

***Tests are required.** Locations are suggestions for your information.

T.B. Test:

Med Express
3700 S. Cooper St.
Arlington, TX 76015
Closes @ 8pm
817-419-1046
Approx: $35 - $45

Background Check:

Identogo – Background check with digital fingerprinting
www.identogo.com
844-321-2124
*Wings of Faith, LLC code is 11FT12
Approx: $25 - $35

Please send background check to belindad29@gmail.com

**Please keep your payment receipts, you will be reimbursed for the fees on your next paycheck, upon employment.

Non-Compete is required to be notarized. For a free notary contact Anna Williams at (817) 312-5337. She will notarize your form and return to Wings of Faith, LLC for you.

Please note all of the items listed above are required to be completed within 10 days of hire.

AGREEMENT CONCERNING CONFIDENTIALITY, TERMINATION, FUTURE EMPLOYMENT & MEDIATION

This Agreement contains provisions that (1) limit your employment rights in the real estate appraisal industry, and (2) limit the type of information you may disclose and the type of information you may reveal about Wings of Faith, LLC.1 This Agreement is valid and legally binding. You should consider it carefully before signing it.

This Agreement is entered into as of the day all parties sign same, or one party signs and begins performing under the Agreement by and between Wings of Faith, LLC, (sometimes referred to herein as "Company"), and Employee2 named below (both Employee and Company are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

Employee 's Name:		
Home Street Address:		
City:	State:	Zip:
SS No. (Last Four Digits):	Telephone No.	
Contact in Emergency:	Telephone No.	
Driver's License State and Number:		
Date of Birth:		

For and in consideration of: 1) the Employee's employment with Company, 2) disclosure to Employee of proprietary information and/or trade secret information as defined herein, 3) the agreement by Employee to return all price lists, client lists, and Company property, 4) an agreement to mediate disputes post-separation of employment, 5) the Company to provide training, education and experience to Employee, 6) The Company introducing Employee to prospective clients and providing Employee the means to develop those contacts, 7) the payment to the Employee of a signing bonus; and/or 8) other consideration of all or portion of which the sufficiency of which is acknowledged, Company and Employee agree as follows:

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1 The protections, benefits and obligations are not affected by the use or involvement of a Professional Employer organization or staff leasing or payroll company by Lowery Property Advisers, LLC.

2 Although the term "employee" is used this document does not change the nature of the employment relationship and as used herein "Employee" is synonymous with 1099 contractor.

1. Company and Employee acknowledge that this is an enforceable, legally binding contract. They accept the terms and agree to be bound by all those terms.

2. This agreement is freely assignable by Company to any successor and will be both binding on and enforceable by any successor organization to Company

3. Both parties recognize the following; (a) the services being provided to Company by the Employee require special training, skills, relationships, and experience; (b) Company invests time and money into assisting the Employee develop or further such skills, relationships and experience, including thorough formal and informal training; (c) the Employee will of necessity be dealing directly and indirectly with the clients of Company; (d) in dealing with those clients, the Employee will be utilizing and developing confidential client and prospective client lists as well as other proprietary (and in some instances trade secrets); information, including the areas of product development, marketing and financial data; and (e) access to clients in certain residential facilities are extremely important to and a vital part of doing business in the Company's business; (f) certain clients may have been brought to Company by Employee and Company has complete rights under this contract to hold these clients as Company and not the Employee's.

4. Both parties also acknowledge that this agreement affects only limited aspects of the Employer-Employee relationship. This is not a general contract of employment. Salary and benefits issues will be dealt with outside of this agreement, as well as a variety of other issues. Similarly, this agreement does not change the nature of the relationship between the Employee and Company. They are involved in an at-will relationship which may be terminated by either of them at any time and for any reason.

5. Pursuant to this agreement, the Employee specifically agrees as follows:

    a) The Employee will not disclose for the time of this contract, to any party that is not an employee of Company, including to any competitor of Company, any Company Information, "Company Information" means Confidential Information and Trade Secrets. "Confidential Information" means confidential data and confidential information relating to the business of either party (which does not rise to the status of a Trade Secret) which is or has been disclosed to the other party or to which the other party has become aware as a consequence of or through its relationship to the disclosing party and which has value to the disclosing party and is not generally known to its competitors and which is designated by the disclosing party as confidential. "Trade Secrets" means information including, but not limited to patterns, compilations, programs, devices, methods, techniques, processes, financial data, financial plans, product or service plans, product development plans, unique business methods, sales

techniques, pricing techniques, operating techniques and practices, client requirements or lists of actual or potential clients or suppliers and which information (1) derives independent economic value, actual or potential, from not being generally known to, and not being readily accessible by proper means by, other persons who can obtain economic value from its disclosure or use; and (2) it is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Company Information shall not include any data or information that (i) has been voluntarily widely disclosed to the public by the Company, (ii) has been independently developed and disclosed to the public by others, (iii) otherwise enters the public domain through lawful means, or (iv) was already known by the receiving party at the time of disclosure.

b) Upon termination of Employee 's employment with Company (for whatever reason), the Employee will return any and all records, papers, computer-maintained or computer-generated information, documentation received by the Employee during the Employee 's employment with Company regarding any matter related to Company or any Company Information. The Employee will neither retain copies of such documents or Company Information, nor make such documents or information available to anyone outside of Company management, other than that the Employee may keep such documents as required to substantiate tax returns.Notwithstanding anything herein to the contrary, this provisions survives all other time limits and Employee and Company specifically intend for this provision to continue in perpetuity or as long as the law allows.

c) The Provisions of the above subparagraph (a) restricting the disclosure, and use of Confidential Information apply during Employee's employment with Company, and shall survive for a period of three (3) years following termination of such employment. The provisions in this Agreement restricting disclosure and use of Trade Secrets apply during the term of Employee's employment with Company and will survive termination or this Agreement for so long as the respective information qualifies as a trade secret under applicable law.

d) During the term of Employee 's employment with Company and for a period of twenty-four (24) months following the termination for such employment for any reason whatsoever, Employee will not work for a competitor, either as an employee, contractor, provider of services, owner, advisor, consultant, or in any other capacity. Ownership of lss than nine percent (9%) of a publicly traded company does not violate this provision. Employee further will not either directly or indirectly, on Employee 's behalf or on the behalf of others, (1) attempt to solicit, divert, appropriate to or accept on behalf of any competitor of Company, any business from

any company, client or business of Company with whom Employee has dealt; whose dealings with Company have been supervised by Employee or about whom Employee has acquired information in the course of Employee 's employment with Company, or whom Company performed appraisals for during Employee's tenure.

e) Employee agrees to reveal to a prospective future employer or competitor of Company's the existence of this agreement.

f) The Employee acknowledges that during the course of Employee's employment, they will necessarily be introduced to and become familiar with the Employer's other employees, and with their skills and capabilities. In connection with the other promises set forth herein, Employee agrees that for the duration of the employment with Company and for a period of twenty-four (24) months following the termination for such employment for any reason whatsoever, Employee will not solicit any person who is known to Employee to be an Employee of the Company to work in an enterprise or business by with the Employee is employed or in which the Employee has an ownership or investment interest. Additionally, the Employee agrees not to hire or promise to hire any of the Company's current employees during this same time period.

6. The Employee agrees that if the Employee violates this agreement, the Company will have the following rights and remedies, in addition to any other rights and remedies, at law or in equity, each of which shall be independent of the other and severally enforceable:

a) Due to the nature of the matters covered by this Agreement both parties understand and acknowledge that the Employee 's violation of the Agreement will create immediate and irreparable injury to Company if an injunction, including a temporary restraining order or preliminary injunction, does not issue. Accordingly, Company may obtain injunctive relief against the Employee. Employee waives any requirement of a bond or agrees to a de minimis bond amount related to such injunctive relief.

b) Company will be entitled to recover from the Employee any attorneys' fees and costs it incurs in enforcing its right under this agreement.

c) Employee agrees that in addition to Employee's obligation to reveal to a prospective employer the existence of this agreement, once a suspected breach has occurred, Employee acknowledges and consents that this Agreement can be communicated to third parties to assist in enforcement.

d) The Employer and the Employee agree that, in the event that suit is filed by either of them based on or pertaining to this contract, they will submit

this dispute to mediation, as described in Chapter 154 of the Texas Civil Practice and Remedies Code or its successor within ninety days of any litigation being filed and served. However, this provision will not prevent the issuance or pursuit of any relief, including injunctive, equitable and/or legal remedies.

e) This Agreement shall be governed exclusively by the laws of the State of Texas without reference to its conflicts of law rules. Employee agrees that the exclusive forum for the resolution of any disputes raised by Employee arising out of or relating to this Agreement or the interpretation thereof, shall be in State District Court or State County Court at Law, of Tarrant County, Texas.

7. Employee represents and warrants to Company that Employee has not brought and will not bring to Company or use in the performance of Employee's duties of employment any materials or documents of a former employer which would constitute Proprietary Information of such former employer, unless Employee has first obtained written authorization from the former employer for possession and use; which written authorization Employee agrees to deliver to Company on or before use of such materials or documents. Employee represents that taking a position with the Company in no way violates any non-compete, non-disclosure agreement signed with a previous employer, and that no such non-compete preventing Employee exists which would preclude Employee from taking work assignments with Company. Employee agrees to hold harmless and indemnify Company for any claims of this nature made by through or under Employee.

8. This Agreement constitutes the entire understanding between the parties. No agreements, representations, or warranties other than those specifically set forth in this Agreement will or are intended to be binding on any of the parties unless set forth in writing and signed by both parties. This Agreement supersedes all other prior agreements, either oral or in writing, between the parties with respect to the employment of the Employee by the Employer. It contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no inducements or promises, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied in this Agreement.

9. As part of this Agreement, if Employee believes that they have been wrongfully discharged, or wrongfully compensated or otherwise aggrieved in anyway related to Employee's tenure or employment with Company after such employment has ended, Employee agrees to pursue mediation prior to filing litigation, and Employee has the right to compel Company to attend mediation as described in Chapter 154 of the Texas Civil Practice and Remedies Code or its successor, within forty-five (45) days of providing notice to Company. The mediation will be a half day, by a mediator in Tarrant County, Texas, agreed to by the parties or

agreed to by the Parties' choice in mediators, and the mediation fees for both parties will be paid for by Company not to exceed $700.00 per side.

10. The parties also agree that if any court finds any of the covenants in this Agreement to be unenforceable, that court shall modify those covenants to make them enforceable rather than rendering such covenants void. Further, the covenants contained in this Agreement are severable, and the invalidity of one such covenants shall not render any other covenant invalid. Similarly, if any provision of this Agreement is declared void, the remainder of the Agreement shall continue to be valid and enforceable.

11. This Agreement, to the extent applicable and excepting personal services, shall be binding upon Employee 's heirs, administrators, executors, personal representatives, and assigns, including, without limiting the generality of the foregoing Employee 's obligations to execute documents as set forth herein.

12. Any failure or delay on the part of either the Employer or the Employee to exercise any remedy or right under this Agreement will not operate as a waiver. The failure of either party to require performance of any of the terms, covenants, or provisions of this Agreement by the other party does not waive of any of the rights under the Agreement. No forbearance by either party to exercise any rights or privileges under this Agreement is intended as or should be construed as a waiver, but all rights and privileges will continue in effect as if no forbearance had occurred. No covenant or condition of this Agreement may be waived except by the written consent of the waiving party. Any written waiver of any term of this Agreement is effective only in the specific instance and for the specific purpose given.

13. This Agreement may not be amended, modified, or altered in any manner except in a writing signed by both parties.

14. To the extent Employee is already in a work related relationship with the Company at the time of signing this document, Employee specifically understands and agrees that there is additional compensation or consideration set forth in this Agreement which includes rights to force Company to post-employment mediation if necessary, that Employee did not have access to prior to entering this Agreement.

15. Employee acknowledges that Employee is an individual and retained to fill specific perceived needs and roles with Company. Accordingly, this Agreement may contain unique or individualized provisions to Employee. Employee understands and accepts the need for potentially tailored provisions. Employee agrees not to discuss or share the contents of this Agreement with other Employees at Company.

SIGNED this _____ day of _____, 2024.

_____
Employee

THE STATE OF TEXAS)

COUNTY OF TARRANT)

Before me, the undersigned notary public, State of Texas, on this day personally appeared _____, known to me through photographic identification in the form of a driver's license or passport, to be the person whose name is subscribed to the forgoing instrument and who acknowledged to me that they executed the same for the purposes and consideration expressed herein.

Given under my hand and seal of office this ____day of _____2024.

_____
Notary Public, State of Texas

SIGNED this _____ day of _____, 2024.

_____
Wings of Faith, LLC, Company
BY: Belinda Diaz

THE STATE OF TEXAS)
COUNTY OF TARRANT)

Before me, the undersigned notary public, State of Texas, on this day personally appeared Belinda Diaz identified by photographic identification, on behalf of Wings of Faith, LLC, Company, known to me through photographic identification in the form of a driver's license or passport, to be the person whose name is subscribed to the forgoing instrument and who acknowledged to me that they executed the same for the purposes and consideration expressed herein.

_____
Notary Public, State of Texas

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *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. See ***Specific Instructions*** on page 3.

1 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.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: 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.

☐ Other (see instructions)

3b 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 . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

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.

Sign Here	**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*.

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