Standard Application for Employment

It is our policy to comply with all applicable state and federal laws prohibiting discrimination in employment based on race, age, color, sex, religion, national origin, disability or other protected classifications.

Please carefully read and answer all questions. You will not be considered for employment if you fail to completely answer all the questions on this application. You may attach a résumé, but all questions <u>must</u> be answered.

"Employer" Position applying for NICMOY HOME CARE SERVICE LLC						
PERSONAL DATA						
Name (last, first, middle)						
Street Address and/or Mailing Address		City			State	Zip
Home Telephone Number	Business Telephone	Number		Cellular Telephon	e Number	
Date you can start work	Salary Desired			Do you have a High School Diploma or GED? Yes No		
POSITION INFORMATION Check all the	at you are willing to work	:				
Hours: Full Time Day Part Time Day Eve	nings	Swing Gravey Weeke	rard nds	Statu	s: Regular Temporary	
Are you authorized to work in the U.S. on an unrestrict	ed basis?			Ye	es 🔲	No
Have you ever been convicted of a felony? (Conviction: If yes, explain:	s will not necessarily disq	ualify an applicant fo	or employ	ment.) Ye	s 🗌	No 🗌
Have you been told the essential functions of the job or Yes No	have you been viewed a	copy of the job descr	iption list	ing the essential fun	nctions of the job	?
Can you perform these essential functions of the job wi	th or without reasonable a	accommodation?	Yes	□ No		
QUALIFICATIONS Please list any education degrees, vocational or technical programs, and military		es to the position app	lied for th	nat would help you p	perform the work	s, such as schools, colleges,
School	Name	Degree		1	Address/City/Sta	te
School						
School						
Other						
SPECIAL SKILLS List any special skills or exp	erience that you feel woul	ld help you in the pos	sition that	t you are applying fo	or (leadership, or	ganizations/teams, etc.
REFERENCES Please list three professional references not related to you, with full name, address, phone number, and relationship. If you don't have three professional references, then list personal, unrelated references.						
Name	Address/Ci	ty/State		Pł	none	Relationship

WORK HISTORY Start with your present or most recent employ	ment and work b	ack. Use separate sheet if necessary.	(INCLUDE PAID AND UNPAID POSITIONS)
Job Title #1	Start Date (mo/	(day/yr)	End Date (mo/day/yr)
Company Name	Supervisor's Name F		Phone Number
City	State		Zip
Duties:			
Reason for Leaving		Starting Salary	Ending Salary
May we contact your present employer?	Yes	No N/A	
Job Title #2	Start Date (mo/	/day/yr)	End Date (mo/day/yr)
Company Name	Supervisor's N	ame	Phone Number
City	State		Zip
Duties:			
Reason for Leaving	Starting Salary		Ending Salary
Job Title #3	Start Date (mo/	/day/yr)	End Date (mo/day/yr)
Company Name	Supervisor's Name		Phone Number
City	State		Zip
Duties:	•		
Reason for Leaving		Starting Salary	Ending Salary
Job Title #4	Start Date (mo/	/day/yr)	End Date (mo/day/yr)
Company Name	Supervisor's Name		Phone Number
City	State		Zip
Duties:			
Reason for Leaving		Starting Salary	Ending Salary
I certify that the facts set forth in this Application for Emergeneous false statements, omissions or misrepresentations may reset forth in this application and release the Employer from any liab I acknowledge and understand that the company is an "at employee) may resign at any time, just as the employer may termin or without notice to the other party.	esult in my disi vility. The emp t will" employe	missal. I authorize the Employer loyer may contact any listed reference. Therefore, any employee (reg	to make an investigation of any of the facts rences on this application. ular, temporary, or other type of category

Applicant Signature

Hired?

Yes
No

Date

Signature _____

Date _____



Authority: This form shall be used by all employees to comply with:

- the attestation requirements of **section 435.05(2)**, **Florida Statutes**, which state that every employee required to undergo Level 2 background screening must attest, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to this chapter and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer; AND
- the proof of screening within the previous 5 years in **Section 408.809(2)**, **Florida Statutes**, which requires proof of compliance with level 2 screening standards that have been screened through the Care Provider Background Screening Clearinghouse created under Section 435.12, F.S., or screened within the previous 5 years by the Agency, Department of Health, Department of Elder Affairs, the Agency for Persons with Disabilities, Department of Children and Families, or the Department of Financial Services for an applicant for a certificate of authority to operate a continuing care retirement community under Chapter 651, F.S., and in accordance with the standards in Section 408.809(2), F.S., if that agency is not currently implemented in the Care Provider Background Screening Clearinghouse.

This form must be maintained in the employee's personnel file. If this form is used as proof of screening for an administrator or chief financial officer to satisfy the requirements of an <u>application for a health care provider</u> <u>license</u>, please attach a copy of the screening results and submit with the licensure application.

Employee/Contractor Name:	
Health Care Provider/ Employer Name:	NICMOY HOME CARE SERVICES LLC
Address of Health Care Provider:	1 EAST BROWARD BLVD STE 700 FORT LAUDERDALE FL 33301

You must attest to meeting the requirements for employment and you may not have been arrested for and awaiting final disposition of, have been found guilty of, regardless of adjudication, or have entered a plea of nolo contendere (no contest) or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under *any* of the following provisions of state law or similar law of another jurisdiction: <u>Criminal offenses found in section 435.04, F.S.</u>

(a) Section <u>393.135</u>, relating to sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct.

(b) Section <u>394.4593</u>, relating to sexual misconduct with certain mental health patients and reporting of such sexual misconduct.

(c) Section <u>415.111</u>, relating to adult abuse, neglect, or exploitation of aged persons or disabled adults.

(d) Section 777.04, relating to attempts, solicitation, and conspiracy to commit an offense listed in this subsection.

(e) Section 782.04, relating to murder.

(g) Section 782.071, relating to vehicular homicide

(h) Section <u>782.09</u>, relating to killing of an unborn child by injury to the mother.

(i) Chapter 784, relating to assault, battery, and culpable negligence, if the offense was a felony.

(j) Section <u>784.011</u>, relating to assault, if the victim of the offense was a minor.

(k) Section <u>784.03</u>, relating to battery, if the victim of the offense was a minor.

(I) Section <u>787.01</u>, relating to kidnapping.

(m) Section 787.02, relating to false imprisonment.

(n) Section 787.025, relating to luring or enticing a child.

(o) Section <u>787.04(2)</u>, relating to taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings.

(p) Section <u>787.04</u>(3), relating to carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person.

(q) Section <u>790.115(1)</u>, relating to exhibiting firearms or weapons within 1,000 feet of a school.

(r) Section <u>790.115(2)(b)</u>, relating to possessing an electric weapon or device, destructive device, or other weapon on school property.

(s) Section 794.011, relating to sexual battery.

(t) Former s. <u>794.041</u>, relating to prohibited acts of persons in familial or custodial authority.

(u) Section <u>794.05</u>, relating to unlawful sexual activity with certain minors.

(v) Chapter 796, relating to prostitution.

(w) Section 798.02, relating to lewd and lascivious behavior.

(x) Chapter 800, relating to lewdness and indecent exposure.

(y) Section 806.01, relating to arson.

(z) Section 810.02, relating to burglary.

(aa) Section <u>810.14</u>, relating to voyeurism, if the offense is a felony.

(bb) Section <u>810.145</u>, relating to video voyeurism, if the offense is a felony.

(cc) Chapter 812, relating to theft, robbery, and related crimes, if the offense is a felony.

(dd) Section <u>817.563</u>, relating to fraudulent sale of controlled substances, only if the offense was a felony.

(ee) Section <u>825.102</u>, relating to abuse, aggravated abuse, or neglect of an elderly person or disabled adult.

(ff) Section <u>825.1025</u>, relating to lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult.

(gg) Section <u>825.103</u>, relating to exploitation of an elderly person or disabled adult, if the offense was a felony.

(hh) Section 826.04, relating to incest.

(ii) Section <u>827.03</u>, relating to child abuse, aggravated child abuse, or neglect of a child

(jj) Section <u>827.04</u>, relating to contributing to the delinquency or dependency of a child.

(kk) Former s. <u>827.05</u>, relating to negligent treatment of children.

(II) Section <u>827.071</u>, relating to sexual performance by a child.

(mm) Section <u>843.01</u>, relating to resisting arrest with violence.

(nn) Section <u>843.025</u>, relating to depriving a law enforcement, correctional, or correctional probation officer means of protection or communication.

(oo) Section 843.12, relating to aiding in an escape.

(pp) Section <u>843.13</u>, relating to aiding in the escape of juvenile inmates in correctional institutions.

(qq) Chapter 847, relating to obscene literature.

(rr) Section <u>874.05(1)</u>, relating to encouraging or recruiting another to join a criminal gang.

(ss) Chapter 893, relating to drug abuse prevention and control, only if the offense was a felony or if any other person involved in the offense was a minor.

(tt) Section <u>916.1075</u>, relating to sexual misconduct with certain forensic clients and reporting of such sexual misconduct.

(uu) Section <u>944.35</u>(3), relating to inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm.

(vv) Section 944.40, relating to escape.

(ww) Section <u>944.46</u>, relating to harboring, concealing, or aiding an escaped prisoner.

(xx) Section <u>944.47</u>, relating to introduction of contraband into a correctional facility.

(yy) Section <u>985.701</u>, relating to sexual misconduct in juvenile justice programs.

(zz) Section <u>985.711</u>, relating to contraband introduced into detention facilities.

(3) The security background investigations under this section must ensure that no person subject to this section has been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, any offense that constitutes domestic violence as defined in s. <u>741.28</u>, whether such act was committed in this state or in another jurisdiction.

Criminal offenses found in section 408.809(4), F.S.

- (a) Any authorizing statutes, if the offense was a felony.
- (b) This chapter, if the offense was a felony.

(c) Section 409.920, relating to Medicaid provider fraud.

(d) Section 409.9201, relating to Medicaid fraud.

(e) Section 741.28, relating to domestic violence.

(f) Section 777.04, relating to attempts, solicitation, and conspiracy to commit an offense listed in this subsection.

(g) Section <u>817.034</u>, relating to fraudulent acts through mail, wire, radio, electromagnetic, photoelectronic, or photooptical systems.

(h) Section $\underline{817.234}$, relating to false and fraudulent insurance claims.

(i) Section <u>817.481</u>, relating to obtaining goods by using a false or expired credit card or other credit device, if the offense was a felony.

(j) Section <u>817.50</u>, relating to fraudulently obtaining goods or services from a health care provider.

(k) Section <u>817.505</u>, relating to patient brokering.

(I) Section <u>817.568</u>, relating to criminal use of personal identification information.

(m) Section <u>817.60</u>, relating to obtaining a credit card through fraudulent means.

(n) Section $\underline{817.61}$, relating to fraudulent use of credit cards, if the offense was a felony.

(o) Section 831.01, relating to forgery.

(p) Section <u>831.02</u>, relating to uttering forged instruments.

(q) Section <u>831.07</u>, relating to forging bank bills, checks, drafts, or promissory notes.

(r) Section $\underline{831.09}$, relating to uttering forged bank bills, checks, drafts, or promissory notes.

(s) Section <u>831.30</u>, relating to fraud in obtaining medicinal drugs.

(t) Section <u>831.31</u>, relating to the sale, manufacture, delivery, or possession with the intent to sell, manufacture, or deliver any counterfeit controlled substance, if the offense was a felony

(u) Section <u>895.03</u>, relating to racketeering and collection of unlawful debts.

(v) Section <u>896.101</u>, relating to the Florida Money Laundering Act.

□ I have been granted an Exemption from Disqualification through the Agency for Healthcare Administration (AHCA).

Date of Decision:

□ I have been granted an Exemption from Disqualification through the Florida Department of Health.

Date of Decision:

A copy of the Exemption from Disgualification decision letter must be attached

If you are also using this form to provide evidence of prior Level 2 screening (fingerprinting) in the last 5 years <u>and</u> have not been unemployed for more than 90 days, please provide the following information. **A copy of the prior screening results must be attached**.

Purpose of Prior Screening: <u>EMPLOYMENT</u> Screening conducted by:	Date of Prior Screening:	
 Agency for Healthcare Administration Department of Health Agency for Persons with Disabilities 	 Department of Elder Affairs Department of Financial Services Department of Children and Families 	

Attestation

Under penalty of perjury, I, ______, hereby swear or affirm that I meet the requirements for qualifying for employment in regards to the background screening standards set forth in Chapter 435 and section 408.809, F.S. In addition, I agree to immediately inform my employer if arrested or convicted of any of the disqualifying offenses while employed by any health care provider licensed pursuant to Chapter 408, Part II F.S.

Employee/Contractor Signature

Title

Date

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of	between NICMOY HOM	Е
CARE SERVICES LLC. and		

1. **Independent Contractor**. Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.

2. **Duties, Term, and Compensation**. The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate previously provided to the Company by the Contractor and which is attached as Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the Company, and which collectively are hereby incorporated by reference.

3. Confidentiality. The Contractor acknowledges that during the engagement the Contractor will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that to not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into the Contractor's possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in the Contractor's possession or under the Contractor's control. The Contractor further agrees to not disclose retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of relationship to the Company and of the services hereunder.

4. **Conflicts of Interest; Non-hire Provision**. The Contractor represents that the Contractor is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Furthermore, the Contractor, in rendering duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which there is not a proprietary interest. During the term of this agreement, the Contractor shall devote as much productive time, energy and abilities to the performance of duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Company. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment,

any employee, consultant, or contractor of the Company or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement within one year of such employment or engagement.

5. **Merger**. This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.

6. **Independent Contractor**. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the Company for any purpose. The Contractor is and will remain an independent contractor in relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. 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.

7. **Insurance**. The Contractor will carry liability insurance (including malpractice insurance, if warranted) relative to any service that is performed for the Company.

8. **Successors and Assigns**. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

9. Choice of Law. The laws of the state of Florida shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

10. **Modification or Amendment**. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

11. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

12. **Unenforceability of Provisions**. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

13. **Professional Responsibility.** Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by Contractor in accordance with his independent and professional judgment. This Agreement shall be subject to the rules and regulations of any and all professional organizations or associations to which Contractor may from time to time belong and the laws and regulations governing said practice in this State. Our Agency has full responsibility over all contracted services. Our Agency has full responsibility to retain and maintain all clinical records of patients served by this Contract. Both parties agree that the Employee shall submit clinical notes and progress reports to the Director of Nursing once a week (on/or before 72 hrs of service rendered) and shall conform to prescribed scheduling of visits and periodic patient evaluation. All Patients' health information must be maintained

NICMOY HOME CARE SERVICES LLC

CONFIDENTIAL as HIPAA requirements. Both parties agree that this Agency shall coordinate all job-related activities of the Employee, control all job-related activities of the Employee, and shall evaluate the Employee's job performance just as we do that of other employees.

14. Suspension and Termination. The initial term of this Agreement shall be for a period of

 (12) months and shall automatically continue thereafter for successive terms of () months unless or until terminated as hereinafter provided. Company shall have the right to terminate this agreement if Contractor fails to comply with all the rules and regulations provided to Contractor by the Company. The Company may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

15. **Payment Agreement.** Both parties agree that the Contractor shall be paid an hourly rate of \$______.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

NICMOY HOME CARE SERVICES LLC Company's Name

By: <u>H.R Clerk</u> Authorized Representative/Position Contractor's Name

Position

Signature:_____

Signature: _____

By:_____

Date _____

Date:

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

	2 Business name/disregarded entity name, if different from above				
e. 1s on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check o following seven boxes. Individual/sole proprietor or single-member LLC	only one of the Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)		
Print or type. Specific Instructions	 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that 				
ecific	is disregarded from the owner should check the appropriate box for the tax classification of its owner.				
See Sp	5 Address (number, street, and apt. or suite no.) See instructions. Req	luester's name a	nd address (optional)		
S	6 City, state, and ZIP code				
	7 List account number(s) here (optional)				
Par	Taxpayer Identification Number (TIN)				

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid	Social security number			
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 <i>How to get a</i>				
TIN, later.	or			
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and	Employer identification number			
Number To Give the Requester for guidelines on whose number to enter.	-			
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	Signature of		
Here	U.S. person ►		

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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Form 1099-INT (interest earned or paid)

- · Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)

Date <

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest),
- 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

STAFF CONFLICT OF INTEREST

PURPOSE:

To ensure employees avoid any personal interest that may conflict with the interests of the agency.

POLICY:

The Agency expects all of its employees to understand and be aware of potential situations where their personal interests may conflict with the business interests of the Agency.

PROCEDURE:

- 1. All employees will report to their immediate supervisor any interests in or employment with an entity that interacts with the Agency including, but not limited to:
 - a. employee participation in any business transactions where there might appear to be a conflict between the employee's personal interest and that of the Agency.
 - b. employee participation in any entity which buys services from or provides services/products to the Agency.
 - c. outside employment that interferes with satisfactory performance of an employee's duties and responsibilities for the Agency.
 - d. any outside relationship, financial interest, or participation in a business transaction which might appear to influence the performance of an employee's duties and responsibilities for the Agency.
 - e. acceptance of gifts, including cash payments, fees, services, discounts, valuables, privileges or other favors which would or might appear to improperly influence an employee in the performance of the employee's duties and responsibilities for the Agency.
- 2. If a conflict of interest is discovered or suspected the supervisor/manager and employee will discuss its impact with the Administrator.
- 3. After the above discussion, a recommendation may be made for the employee to end his/her association with the entity or the Agency within a specified period of time.
- 4. The failure of an employee to cease activity that management determines to be a conflict interest will subject the employee to disciplinary action up to and including termination.

5. Upon hire, agency staff will sign a Conflict of Interest Statement. **STATEMENT OF PRINCIPLE RELATING TO DISCLOSURE OF CONFLICTS OF INTEREST**

No employee or member of the Board of Directors, Advisory Committee or other individual committee, or entity shall derive any profit or gain directly or indirectly by reason of their association with the Agency, without the prior knowledge and approval of the Board of Directors. All board members and/or employees, at the discretion of the board, will be required to submit a disclosure statement annually.

Full and prompt disclosure to the Board of Directors will be made of any transaction, situation, or event which may place a person(s) in a position in which his or her family, partner or business associate is in conflict with the interest of the Agency.

Full disclosure will be made of the names and addressed of individuals or corporations having a combined direct or indirect ownership or controlling interest of 5 percent or more in the Agency or in any subcontractor in which the Agency has a direct or indirect ownership interest of 5 percent or more.

Disclosure must be made of conviction of any criminal offense involving Medicare, Medicaid or Title XX programs on the part of any person on the Board of Directors and on the part of any agent or managing employee of the Agency.

Disclosure must be made of the names and addresses of any current employees in managerial, accounting, auditing, or similar capacity who were employed by the Agency's Medicare fiscal intermediary within the previous twelve months. Change of address for parent, subunits or branches must be promptly disclosed.

Purchases, sales, leases or other contractual arrangements to, from and with the Corporation shall, except as hereinafter specified, be considered as involving potential conflict, which should be disclosed.

Gifts or other favors offered, or received, shall be disclosed.

No officer, Director or employee of the Corporation shall have any personal financial interest, direct or indirect, in any contract relating to the business conducted by the Corporation, or the furnishing of supplies or equipment to the Corporation, unless authorized by the concurring vote of two-thirds of the Board of Directors.

In matters involving a conflict of interest, a board member must disclose any known significant reasons why a transaction might not be in the best interest of the Agency and a board member shall not participate in discussions unless requested by the board not vote on such transactions. The abstention and the reason for it shall be recorded in the minutes.

A director, officer or employee in a policy making position of the Corporation will not, however, be considered to have a conflict of interest with the Corporation if he/her or any member of his/her family:

- 1. Is an officer, director or employee of a Bank, Savings and Loan Association, or company in which the Corporation has funds on deposit or invested in shares of stock:
- 2. Is or has been employed (or a member of his family or partner is or have been employed) with the approval of the Board of Directors to render legal, accounting, or other professional services to the Corporation on a fee basis.

INDIVIDUAL STATEMENT REGARDING CONFLICT OF INTEREST

I have read and am fully familiar with the Agency's policy statement regarding conflict of interest. I am not presently involved in any transaction, investment, or other matter in which I would profit or gain directly or indirectly as a result of my membership on the Agency's Board of Directors or its committees or my employment. Furthermore, I agree to disclose any such interest which may occur in accordance with the requirements of the policy and agree to abstain from any vote or action regarding the Agency's business that might result in any profit or gain, directly or indirectly, for myself.

Signature

Date

NICMOY HOME CARE SERVICES LLC

AUTHENTICATION FOR ELECTRONIC SIGNATURE

(please complete bellow to verify the entries, and that they are appropriately authenticated and date.)

Name/Title:	Address:	
-	 ·	

Since the beginning of written language, individuals have affixed their signatures to writings of both establishing the source of the writing and memorializing their assent, or adoption, of its contents. According to Wikipedia,

- The traditional function of a signature is evidential: it is to give evidence of:
- 1. The provenance of the document (identity)
- 2. The intention (will) of an individual with regard to that document

In the context of documents either received, filed with or generated by our Agency, and received by our staff, the signed person had, until recently, been that such documents were required to bear an original signature of the person who originated the document.

Our Agency is authorized to "adopt rules pertaining to the use of electronic records and electronic signatures" Any signature on electronically transmitted documents shall be considered that of the physician, staff or party it purports to be for all purposes. If it is established that the documents were transmitted without authority, the Agency shall order the filing stricken.

Statement of Purpose and Intent

The purpose of this standard is to establish minimum authentication requirements for the use of electronic signatures in electronic records by our Agency. This standard prescribes minimum requirements for the creation of electronic signatures and for security procedures associated with the use of electronic signatures in electronic records.

The goal of the standard is to assure the authenticity of electronic signatures either received or generated by our Agency so that those who utilize electronic records in which an electronic signature is associated will have confidence that the signature is authentic; i.e., that the electronic record will be unassailable as the traditional pen on paper model or that the electronic signature is a reliable as an ink signature as a means to validate the signer's identity and intent.

"Authentication" – the process of assuring signature is that an electronic signature is that of the person purporting to sign a record or otherwise conducting an electronic transaction.

"Electronic" – relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities. For the purposes of this standard, "electronic" is not meant to encompass activities involving facsimile transmission.

Electronic record" - a record created, generated, sent, communicated, received, or stored by electronic means.

"Electronic signature" – an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.

"Electronic transaction" – an action or set of actions occurring between two or more persons or entities relating to the conducting of patient care affairs by electronic means.

"Security procedure" – a procedure employed for the purpose of verifying that an electronic signature, record, or performance is that of a specific person or for detecting changes or errors in the information in an electronic record. "Security procedure" includes a procedure that requires the use of algorithms or other codes, identifying word or numbers, encryption, or callback or other acknowledgment procedures.

By signing below, I authenticate that all electronic records signed by me, was reviewed, entries verified using secured process, and are signed electronically by me.

Signature:	Date:
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NICMOY HOME CARE SSERVICES LLC

EMERGENCY CONTACT INFORMATION

Please complete at least two of the references below.

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FIRST	LAST	REI	LATIONSHIP
HOME PHONE	WORK PHONE	CEI	LL PHONE
ADDRESS	CITY	STATE	ZIP
EMERGENCY CONTA	CT INFORMATION		
FIRST	LAST	REI	LATIONSHIP

HOME PHONE WORK PHONE CELL PHONE ADDRESS CITY STATE ZIP

EMERGENCY CONTA CT INFORMATION

FIRST	LAST	RELATIONSHIP
HOME PHONE	WORK PHONE	CELL PHONE
ADDRESS	CITY	STATE ZIP