



Caregiver Application Form

Date: [MM/DD/YYYY]			
First Name:		Last Name:	
Full Address:			
Email:		SSN/SIN #	
Phone:		Work Permit:	
Position you are applying for:			
Do you have a First Aid/CPR certificate? [If YES, please attach copy of certificate to application]			<input type="checkbox"/> YES <input type="checkbox"/> NO
Certification Registration #		Expiry Date [MM/YYYY]	
AVAILABILITY			
<input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday			
Desired wage amount: \$		<input type="checkbox"/> Hourly <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Salary	
How many hours can you work weekly? <input type="checkbox"/> 4-16 <input type="checkbox"/> 16-26 <input type="checkbox"/> 26-40		Can you work nights? <input type="checkbox"/> YES <input type="checkbox"/> NO	
		Can you work weekends? <input type="checkbox"/> YES <input type="checkbox"/> NO	
		Can you work holidays? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Type of employment desired:			
<input type="checkbox"/> FULL-TIME LIVE OUT <input type="checkbox"/> PART-TIME LIVE OUT <input type="checkbox"/> LIVE IN FULL TIME <input type="checkbox"/> ON CALL			
What date are you available to start work? [MM/DD/YYYY]:			
NOTES:			



MOUNTAIN VIEW HOME HEALTHCARE

WORK EXPERIENCE

JOB 1

Name of Business/Employer:		Job Title/Position:	
Employment Dates:	Start [MM/YY]	End [MM/YY]	
Phone/Email:		Location:	
Person to Contact		Position in Company	

Reason for Leaving Company:

Can a representative from our company contact your most recent employer? YES NO

WORK EXPERIENCE

JOB 2

Name of Business/Employer:		Job Title/Position:	
Employment Dates:	Start [MM/YY]	End [MM/YY]	
Phone/Email:		Location:	
Person to Contact		Position in Company	

Reason for Leaving Company:

Can a representative from our company contact this previous employer? YES NO

WORK EXPERIENCE

JOB 3

Name of Business/Employer:		Job Title/Position:	
Employment Dates:	Start [MM/YY]	End [MM/YY]	
Phone/Email:		Location:	
Person to Contact		Position in Company	

Reason for Leaving Company:

Can a representative from our company contact this previous employer? YES NO

TRANSPORTATION



MOUNTAIN VIEW HOME HEALTHCARE

Do you currently hold a driver's licence?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
What is your current mode of transportation?			
Driver's License Number#			
Location where the licence was issued			
Licence Expiration Date [MM/DD/YY]			
Would you be willing to provide a driving record?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Any driving accidents in the past three years?	<input type="checkbox"/> YES <input type="checkbox"/> NO	How many?	
If yes, please explain:			
Any driving violations in the past three 3 yrs.?	<input type="checkbox"/> YES <input type="checkbox"/> NO	How many?	
If yes, please explain:			

COMMUNICATION

Check the technology devices that you use:	<input type="checkbox"/> Cell	<input type="checkbox"/> Computer	<input type="checkbox"/> Tablet
Do you have a data plan on your mobile device?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
Will you be willing to fill out a caregiver daily checklist after each visit?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
Additional Notes:			

PERSONAL REFERENCE CONTACTS (Excluding family members)

Reference 1			
Name:		Connection:	
Phone:		Email:	
Have they been notified that they are a reference?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Reference 2			
Name:		Connection:	
Phone:		Email:	
Have they been notified that they are a reference?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Reference 2			
Name:		Connection:	
Phone:		Email:	
Have they been notified that they are a reference?		<input type="checkbox"/> YES <input type="checkbox"/> NO	



EDUCATION INFORMATION			
LEVEL OF EDUCATION	NAME OF SCHOOL	PROGRAM	COMPLETED
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

RECOGNITION(S) OR ACCOMPLISHMENT(S)	
LIST BELOW	DATE [MM/DD/YY]

CRIMINAL BACKGROUND	
Have you ever been charged with a criminal offence?	<input type="checkbox"/> YES <input type="checkbox"/> NO
If so, please explain:	



MOUNTAIN VIEW HOME HEALTHCARE

PLEASE READ CAREFULLY

I authorize investigation of all statements contained in this application. I understand that the misrepresentation or omission of facts called for is cause for dismissal at any time without any previous notice. I hereby give the employer permission to contact schools, previous employers (unless otherwise indicated), and references.

This is an equal employment opportunity employer. We adhere to a policy of making employment decisions without regard to race, color, religion, sex, sexual orientation, national origin, citizenship, or age. We assure you that your opportunity for this employment position depends solely on your qualifications.

Signature of Applicant	X
-------------------------------	----------

Full Name of Applicant		DATE	
------------------------	--	------	--

Thank you for completing this application form and for your interest in our company

Office Use Only:

Full name of authorized personnel

X

Signature of authorized personnel

Position title of authorized personnel

Date [MM/DD/YYYY]

ADDITIONAL EMPLOYER NOTES:



MOUNTAIN VIEW HOME HEALTHCARE

This Agreement is entered into as of _____ between **MOUNTAIN VIEW HOME HEALTHCARE 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



MOUNTAIN VIEW HOME HEALTHCARE

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 CONFIDENTIAL as HIPAA requirements. Both parties agree that this Agency shall coordinate all job-related activities of the Employee, control all job-



MOUNTAIN VIEW HOME HEALTHCARE

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 \$ _____ or per visit 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.

MOUNTAIN VIEW HOME HEALTHCARE LLC. _____

Company's Name

Contractor's Name

By: Kelisha Ferguson / Administrator

By: _____

Authorized Representative/Position

Position

Signature: _____

Signature: _____

Date: _____

Date: _____



MOUNTAIN VIEW HOME HEALTHCARE

REFERENCE VERIFICATION

(THIS SECTION TO BE COMPLETED BY APPLICANT)

Reference Name:

Facility Name:

Telephone: (_____) _____

I have applied to **MOUNTAIN VIEW HOME HEALTHCARE LLC.** for a position as a

_____. I authorize you to respond to the questions below so they may act on my application. I release you from all liability in supplying this information regarding my employment with you.

Applicant's Signature:

Print Applicants Name:

I worked for you from _____ to _____ as a

NOTE: Please fax back to our office at _____

To be completed by former employer if faxed **OR** by human resource staff if verified via phone:

Would you rehire? YES _____ NO _____

Is the above information, correct? YES _____ NO _____

If no please explain:



MOUNTAIN VIEW HOME HEALTHCARE

	Excellent	Very Good	Good	Poor
Job Skill				
Job knowledge				
Initiative				
Attendance				
Ability to Work with others				
Judgment				
Honesty				
Ability to Accept Direction				
Grooming and Appearance				
Time Management				

Comments:

Signature: _____

Title: _____

Date: _____

LISTS OF ACCEPTABLE DOCUMENTS

All documents must be UNEXPIRED

Employees may present one selection from List A
or a combination of one selection from List B and one selection from List C.

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
<ol style="list-style-type: none"> 1. U.S. Passport or U.S. Passport Card 2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551) 3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa 4. Employment Authorization Document that contains a photograph (Form I-766) 5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: <ol style="list-style-type: none"> a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: <ol style="list-style-type: none"> (1) The same name as the passport; and (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form. 6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI 	OR	<ol style="list-style-type: none"> 1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 3. School ID card with a photograph 4. Voter's registration card 5. U.S. Military card or draft record 6. Military dependent's ID card 7. U.S. Coast Guard Merchant Mariner Card 8. Native American tribal document 9. Driver's license issued by a Canadian government authority <li style="text-align: center;">For persons under age 18 who are unable to present a document listed above: 10. School record or report card 11. Clinic, doctor, or hospital record 12. Day-care or nursery school record 	AND	<ol style="list-style-type: none"> 1. A Social Security Account Number card, unless the card includes one of the following restrictions: <ol style="list-style-type: none"> (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION 2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240) 3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal 4. Native American tribal document 5. U.S. Citizen ID Card (Form I-197) 6. Identification Card for Use of Resident Citizen in the United States (Form I-179) 7. Employment authorization document issued by the Department of Homeland Security

Examples of many of these documents appear in Part 13 of the Handbook for Employers (M-274).

Refer to the instructions for more information about acceptable receipts.

MOUNTAIN VIEW HOME HEALTHCARE LLC.

AUTHENTICATION FOR ELECTRONIC SIGNATURE

(Please complete below 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 regarding 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 as 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 were reviewed, entries verified using secured process, and are signed electronically by me.

Signature: _____

Date: _____



ATTESTATION OF COMPLIANCE with Background Screening Requirements

Authority: This form may 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 **application for a health care provider license**, please attach a copy of the screening results and submit with the licensure application.

Employee/Contractor Name:

Health Care Provider/ Employer Name: Mountain View Home Healthcare LLC.

Address of Health Care Provider: 7971 Riviera Blvd, #328 Miramar, fl 33023

I hereby attest to meeting the requirements for employment and that I have not been arrested for ~~or~~ and been found guilty of, regardless of adjudication, or entered a plea of nolo contendere, or guilty to any offense, or have an arrest awaiting a final disposition prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction:

Criminal offenses found in section 435.04, F.S.

- (a) Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct.
- (b) Section 394.4593, relating to sexual misconduct with certain mental health patients and reporting of such sexual misconduct.
- (c) Section 415.111, 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.

(f) Section 782.07, relating to manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child.

(g) Section 782.071, relating to vehicular homicide

(h) Section 782.09, relating to killing of an unborn quick child by injury to the mother.

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

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

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

(l) Section 787.01, relating to kidnapping.

- (m) Section 787.02, relating to false imprisonment.
- (n) Section 787.025, relating to luring or enticing a child.
- (o) Section 787.04(2), relating to taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings.
- (p) Section 787.04(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 790.115(1), relating to exhibiting firearms or weapons within 1,000 feet of a school.
- (r) Section 790.115(2)(b), 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. 794.041, relating to prohibited acts of persons in familial or custodial authority.
- (u) Section 794.05, 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 810.14, relating to voyeurism, if the offense is a felony.
- (bb) Section 810.145, 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 817.563, relating to fraudulent sale of controlled substances, only if the offense was a felony.
- (ee) Section 825.102, relating to abuse, aggravated abuse, or neglect of an elderly person or disabled adult.
- (ff) Section 825.1025, relating to lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult.
- (gg) Section 825.103, 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 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.
- (jj) Section 827.04, relating to contributing to the delinquency or dependency of a child.
- (kk) Former s. 827.05, relating to negligent treatment of children.
- (ll) Section 827.071, relating to sexual performance by a child.
- (mm) Section 843.01, relating to resisting arrest with violence.
- (nn) Section 843.025, 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 843.13, relating to aiding in the escape of juvenile inmates in correctional institutions.
- (qq) Chapter 847, relating to obscene literature.
- (rr) Section 874.05(1), 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 916.1075, relating to sexual misconduct with certain forensic clients and reporting of such sexual misconduct.
- (uu) Section 944.35(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 944.46, relating to harboring, concealing, or aiding an escaped prisoner.
- (xx) Section 944.47, relating to introduction of contraband into a correctional facility.
- (yy) Section 985.701, relating to sexual misconduct in juvenile justice programs.
- (zz) Section 985.711, 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. 741.28, 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 817.034, relating to fraudulent acts through mail, wire, radio, electromagnetic, photoelectronic, or photooptical systems.
- (h) Section 817.234, relating to false and fraudulent insurance claims.
- (i) Section 817.481, relating to obtaining goods by using a false or expired credit card or other credit device, if the offense was a felony.
- (j) Section 817.50, relating to fraudulently obtaining goods or services from a health care provider.
- (k) Section 817.505, relating to patient brokering.
- (l) Section 817.568, relating to criminal use of personal identification information.
- (m) Section 817.60, relating to obtaining a credit card through fraudulent means.
- (n) Section 817.61, relating to fraudulent use of credit cards, if the offense was a felony.
- (o) Section 831.01, relating to forgery.
- (p) Section 831.02, relating to uttering forged instruments.
- (q) Section 831.07, relating to forging bank bills, checks, drafts, or promissory notes.
- (r) Section 831.09, relating to uttering forged bank bills, checks, drafts, or promissory notes.
- (s) Section 831.30, relating to fraud in obtaining medicinal drugs.
- (t) Section 831.31, 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 895.03, relating to racketeering and collection of unlawful debts.
- (v) Section 896.101, 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 Disqualification 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 and 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: _____

Screening conducted by: _____ Date of Prior Screening: _____

- | | |
|---|---|
| <input type="checkbox"/> Agency for Healthcare Administration | <input type="checkbox"/> Department of Elder Affairs |
| <input type="checkbox"/> Department of Health | <input type="checkbox"/> Department of Financial Services |
| <input type="checkbox"/> Agency for Persons with Disabilities | <input type="checkbox"/> Department of Children and Family Services |

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