

# Safe N Steady Inc.

## Authorization to Release Information

I, the undersigned, hereby authorize Safe N Steady, Inc., my prospective contracting agency, to obtain information about me from my previous employers, schools, and credit sources.

I authorize my previous employers, schools that I have attended, credit sources to disclose such information about me as prospective contracting agency may request.

I further authorize my previous employers to candidly disclose to my prospective contracting agency all facts and opinions concerning my work performance, cooperativeness, and ability to get along well with others.

Date:

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Signature:

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Print Name:

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Address:

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# Safe N Steady Inc.

## Mobile Phone & Email Communication Authorization

I, \_\_\_\_\_, the undersigned, hereby authorize Safe N Steady, Inc., and their agents, affiliates, and supporting services to send and receive communications to and from my mobile phone and email address.

Mobile Phone Number:(\_\_\_\_\_)\_\_\_\_\_

Email Address: \_\_\_\_\_

I authorize Safe N Steady Inc., and their clients and supporting services to call, text, SMS, track, and communicate via mobile phone number for business purposes including Scheduling, Updates, Billing, Payments, and Clients.

I authorize Safe N Steady Inc., and their clients and supporting services to email me for business purposes including Scheduling, Updates, Billing, Payments, and Client Information.

In the event I update my email address or mobile phone number I will immediately notify Safe N Steady Inc. within 24 hour of the new information.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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## Independent Contractor-Representations

These Independent Contractor Representations have been developed for the home-care referral industry by the Private Care Association- a national association representing home-care referral agencies- to assist a referral agency in ensuring that it only does business with individuals who truly are self-employed. A principal purpose of these Representations is to avoid any misunderstanding as to the nature of my relationship with a referral agency, such as **Safe N Steady Inc**

Accordingly, I hereby represent and affirm that:

- I operate my own business as a self-employed care provider. Initials \_\_\_\_\_
- I am engaging **Safe N Steady Inc.** to provide my business with the following services, namely, (i) background screening, (ii) referrals of client opportunities, and (iii) assistance in certain administrative aspects of billing and collection. Initials \_\_\_\_\_
- I am not seeking employment with **Safe N Steady Inc.** I am aware that other firms exist that do offer employment opportunities for care providers, but prior to entering into a contractual relationship with **Safe N Steady Inc.**, I made the decision to operate my own business as a care provider. Initials \_\_\_\_\_
- I understand that **Safe N Steady Inc.** represents only one channel through which I can market my business, and that **Safe N Steady Inc.** does not restrict me in any way from marketing my business through other means. I am responsible for my own profit and loss and do not intend to rely exclusively on **Safe N Steady Inc.** as my sole means for obtaining new clients. Initials \_\_\_\_\_
- I am responsible for paying all taxes and for filing all tax returns with respect to all income I derive from performing services for clients referred to me by **Safe N Steady Inc.** Initials \_\_\_\_\_
- I understand that I am solely responsible for any work-related injuries to me or to my employees and for complying with any State laws that relate to such injuries. Initials \_\_\_\_\_
- I understand that, as a sole proprietor of my business, my relationship with **Safe N Steady Inc.** will not make me eligible for unemployment compensation benefits. Initials \_\_\_\_\_
- I do not anticipate receiving any training, instructions or supplies from **Safe N Steady Inc.**. Initials \_\_\_\_\_

By signing below, I hereby represent and warrant that I have carefully read and fully understand each and every one of the foregoing representations and that I initialed only those statements that are true and correct with respect to me. I understand that **Safe N Steady Inc.** relies upon these representations as a condition for entering into an agreement with me.

Name of Independent Contractor: \_\_\_\_\_

(Please Print Clearly)

Signature: \_\_\_\_\_

(Independent Contractor)

Date: \_\_\_\_\_

# Safe N Steady Inc.

## INDEPENDENT CONTRACTOR CAREGIVER AGREEMENT

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between our Nurse Registry, Safe N Steady, Inc., herein named the "Agency" and the undersigned, \_\_\_\_\_ herein named the "Contractor"

### TERMS

By this contract, the Agency and the Contractor agree to the following terms:

- I. The Agency is the Registrant and \_\_\_\_\_ is the Contractor.
- II. The Contractor named above agrees they are an Independent Contractor.
- III. The Contractor shall perform all such duties/services as are assigned to by the referred Agency's Client/Patient.
- IV. The Agency shall not deduct ANY taxes from the Contractor's pay.
- V. The Contractor shall maintain proper liability insurance and make a copy available to the Agency if applicable.
- VI. The Agency is not responsible to train the contractor and performance is evaluated by the assigned client/patient and may be reviewed and/or reported internally and publicly including to the the nurse registry network.
- VII. When ever applicable, the Contractor shall be required to submit Care Notes/Timesheets to the agency No later than every Tuesday. The Care Notes/Timesheets must verify provision of services/procedures and visit completion and must include the patient/client signature or the patient's representative signature if applicable. The Timesheet/Care Notes are for reimbursement for care and service provided and must be received in our office (not later than the following Tuesday before 5:00 pm)
- VIII. Services to be performed by the Contractor shall be assigned by the Agency's Client. Both parties understand and agree that clients/patients are accepted for care only by this Agency.
- IX. Both parties agree that the Contractor shall conform to all applicable State policies regarding certifications and qualifications. All Patients health information must be maintained as CONFIDENTIAL as per HIPAA requirements.
- X. Both parties agree that the Agency's Client shall coordinate and control all job related activities of the Contractor and may evaluate the Contractors performance to the agency and its agents at any time.
- XI. Both parties agree that the Contractor shall be paid an hourly rate of \$ \_\_\_\_\_ or per visit rate of \$ \_\_\_\_\_ , during the regular biweekly pay period.
- XII. This contract is subject to automatic annual renewal, if not canceled by any party.
- XIII. Our Agency has full responsibility over all contracted services.
- XIV. Our Agency has fully responsibility to retain and maintain all clinical records of patient served by this contract.
- XV. The Contractor must carry and submit evidence of liability insurance, current licensure, education, and certification, if applicable upon request.
- XVI. Contractor agrees to allow agency to send and receive communications, including but not limited to client/patient Information, Location, Scheduling, Tracking, Billing, SMS, Text Messages, Emails, Voice Calls and Voice messages to the following address: Email Address: \_\_\_\_\_ and Mobile Phone Number:(\_\_\_\_\_)\_\_\_\_\_
- XVII. Contractor will observe and respect all FL state laws and statutes including FL Statute 825.101 Referring to "Neglect of an Elderly Person or Disable Adult" and the penalties which violating these laws may carry including responsibility for any damages and costs the agency may incur if there is any breach of contract.
- XVIII. Any and all neglect and/or failure to cover agreed and confirmed work shift without at least 24 hours notice to the Email Address: [GoSafeNSteady@aol.com](mailto:GoSafeNSteady@aol.com) and/or Phone Call Phone Number: [561-237-5252](tel:561-237-5252) may result in a Breach of Contract and cause cost and damages/harm to the agency and/or the client/patient as well.
- XIX. Contractor and agency agree that final and binding arbitration shall be the sole and exclusive remedy for resolving any and all disputes instead of any court action and both waive their respective rights to a jury trail.

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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



## PRIVACY POLICY ACKNOWLEDGEMENT FORM

I acknowledge that I have received a copy of the privacy policies from the Florida Department of Law Enforcement and the Federal Bureau of Investigation, which describe the exchange of information where criminal record results will become part of the Care Provider Background Screening Clearinghouse.

I understand and agree that I will read and comply with the guidelines contained in the privacy policies.

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Contractor Name (Printed)

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Contractor Signature

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Date

The  
2021  
Florida  
Statutes

Chapter 825  
ABUSE, NEGLECT, AND EXPLOITATION OF ELDERLY PERSONS AND DISABLED ADULTS

825.102

Neglect of an elderly person or disabled adult may be based on repeated conduct or on a single incident or omission that results in, or could reasonably be expected to result in, serious physical or psychological injury, or a substantial risk of death, to an elderly person or disabled adult.

(c) A person who willfully or by culpable negligence neglects an elderly person or disabled adult without causing great bodily harm, permanent disability, or permanent disfigurement to the elderly person or disabled adult commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

Chapter 775  
GENERAL PENALTIES

775.083 Fines.—

(1) A person who has been convicted of an offense other than a capital felony may be sentenced to pay a fine in addition to any punishment described in s. 775.082; when specifically authorized by statute, he or she may be sentenced to pay a fine in lieu of any punishment described in s. 775.082. A person who has been convicted of a noncriminal violation may be sentenced to pay a fine. Fines for designated crimes and for noncriminal violations shall not exceed:

- (a) \$15,000, when the conviction is of a life felony.
- (b) \$10,000, when the conviction is of a felony of the first or second degree.
- (c) \$5,000, when the conviction is of a felony of the third degree.
- (d) \$1,000, when the conviction is of a misdemeanor of the first degree.
- (e) \$500, when the conviction is of a misdemeanor of the second degree or a noncriminal violation.
- (f) Any higher amount equal to double the pecuniary gain derived from the offense by the offender or double the pecuniary loss suffered by the victim.
- (g) Any higher amount specifically authorized by statute.

I, \_\_\_\_\_ Acknowledge and Understand the FL State Statutes,  
and I will not neglect to cover my shifts with out at least 24 hours notice.

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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





**Employment Eligibility Verification**  
**Department of Homeland Security**  
**U.S. Citizenship and Immigration Services**

**USCIS**  
**Form I-9**  
 OMB No. 1615-0047  
 Expires 08/31/2019

▶ **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.


**ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

**Section 1. Employee Information and Attestation** *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

Last Name (Family Name)		First Name (Given Name)		Middle Initial	Other Last Names Used (if any)	
Address (Street Number and Name)			Apt. Number	City or Town		State ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number		Employee's E-mail Address		Employee's Telephone Number	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

<input type="checkbox"/> 1. A citizen of the United States	
<input type="checkbox"/> 2. A noncitizen national of the United States ( See instructions)	
<input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____	
<input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. (See instructions)	
<p><i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9:          An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i></p> <p>1. Alien Registration Number/USCIS Number: _____  <b>OR</b>          2. Form I-94 Admission Number: _____  <b>OR</b>          3. Foreign Passport Number: _____          Country of Issuance: _____</p>	
	

Signature of Employee	Today's Date (mm/dd/yyyy)
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**Preparer and/or Translator Certification (check one):**  
 I did not use a preparer or translator.     A preparer(s) and/or translator(s) assisted the employee in completing Section 1.  
*(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)*

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Today's Date (mm/dd/yyyy)	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State ZIP Code





## PROFESSIONAL RESPONSIBILITY

Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Contractor in accordance with his/her independent and professional judgment. This Agreement shall be subject to the Policies and Procedures, the rules and regulations of any and all professional organizations or associations to which the Contractor may from time to time belong and the laws and regulations governing said practice in this State. Our Agency has full responsibility to retain and maintain all records of patients served by this Contract.

Both parties agree that the Contractor shall submit Care notes / Timesheets to the Agency weekly for payment of services.

Both parties agree that patients are accepted for care by the Agency, the service provided will be coordinated, controlled and evaluated by the Client. Payment of services made by the Agency through submission Care Notes/ Timesheet.

### TAX EXEMPT FORM

I, \_\_\_\_\_ hereby acknowledge that I am an independent Contractor. Therefore, I am responsible for my social security and other taxes, and will receive an IRS 1099 Form for the preceding year by February of each year which is also sent to the Internal Revenue Service (IRS).

### SIGNATURES

**Safe N Steady Inc.**  
Agency (Registrant)  
Administrator or Director

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

**Contractor**

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

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

## **BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER**

I, \_\_\_\_\_ (hereinafter "Contractor"), recognize that differences may arise between Safe N Steady, Inc. (hereinafter "SNS" or "the Company") and me during my relationship with the Company. I recognize that it is in our mutual best interests that disputes be resolved in a manner that is fair, private, expeditious, economical, final, and less burdensome and adversarial than litigation in court. The term "dispute" means any dispute, action or other controversy between Contractor and SNS arising out of or related my relationship with the Company. Therefore, in consideration of my relationship and continued engagement with the Company, both the Company and I agree to resolve all claims, controversies, or disputes between Contractor and Company, subject only to the exceptions set forth below, through final and binding arbitration.

Contractor and the Company agree that final and binding arbitration shall be the sole and exclusive remedy for resolving any and all disputes between the Contractor and the Company (including its owners, officers, directors, members, shareholders, employees, and agents) that are covered under this Agreement, to the fullest extent allowed by law, instead of any court action, which is hereby expressly waived. By way of example only, such disputes include claims disputes regarding the engagement relationship, unfair competition, wages and compensation, termination, whistle blowing, retaliation, harassment, discrimination and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act, and state statutes, if any, addressing the same or similar subject matters, including but not limited to the Florida Minimum Wage Act and Florida Civil Rights Act, claims under the laws of contract and torts, and all other state statutory and common law claims.

**Contractor agrees and acknowledges that disputes subject to this Agreement must be brought in Contractor's individual capacity, and Contractor shall have no right or authority to bring any dispute as a representative or privilege attorney general capacity on behalf of a class of personal or the general public, as a punitive plaintiffs, or as a class or collective action member in any purported class, collective action, or representative proceeding, and no dispute subject to this Agreement shall be heard or arbitrated as a class, collective, or representative action ("Class Action Waiver").**

Notwithstanding any other clause contained in this Agreement, the immediately preceding paragraph shall not be sever-able from this Agreement in any case in which the dispute to be arbitrated is brought as a class, collective, or representative action. Although a Contractor will not be retaliated against, disciplined or threatened with discipline as a result of exercising his or her rights under Section 7 of the National Labor Relations Act by the filing of or participation in a class, collective, or representative action in any forum, the Company may lawfully seek enforcement of this Agreement and

procedures set forth herein. Notwithstanding any other provision herein, Contractor's share of the arbitrator's fees and the AAA filing fee shall be no more than the then-current filing fee in the Florida Circuit Court. The arbitrator may grant a waiver of Contractor's share of these fees upon a showing of hardship. Contractor and the Company shall each otherwise bear their own costs relating to the arbitration and their own attorneys' fees, except as otherwise provided or permitted by law, such in the case a claim is brought under a statute authorizing an award of attorneys' fees to the prevailing party).

#### **Notice of Claims**

Both the Contractor must give written notice of any dispute/claim to the Company (in the event of a claim brought by Contractor that is subject to arbitration under this Agreement) and the Company must give written notice of any dispute/claim to the Contractor (in the event of a claim brought by the Company that is subject to Arbitration under this Agreement) within the time prescribed by the state or federal statute of limitations applicable to the dispute/claim being made. In the event multiple claims are asserted by Contractor or the Company, any claim of which notice is not given within the time prescribed by the applicable state or federal statute of limitations shall be barred. The written notice shall identify and factually describe the nature of all claims asserted, and in case of notice to the Company, it shall be directed to the Human Resources Manager.

#### **Remedies**

The arbitrator may award all the remedies that would be available in any court of competent jurisdiction, but may not create remedies that would be unavailable in court pursuant to applicable governing law. The arbitrator shall afford the parties the right to conduct adequate discovery, including deposition discovery, taking into account their shared desire to have a fast, cost-effective dispute-resolution mechanism. The parties shall also have the right to bring dis-positive motions to which the Federal Rules of Civil Procedure shall apply and present witnesses and evidence as needed to present their cases and defenses, and any disputes regarding the same shall be resolved by the arbitrator. Except as provided in this Agreement, the Federal Arbitration Act shall govern the interpretation, enforcement, and all proceedings pursuant to this Agreement. To the extent that the Federal Arbitration Act either is inapplicable, or held not to require arbitration of a particular Claim or Claims, Florida law pertaining to agreements to arbitrate shall apply. The arbitrator shall render an award and a written, reasoned opinion in support thereof. Judgment on the award may be entered in any court having jurisdiction thereof. The parties agree the underlying arbitration award may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules") and that the underlying arbitration award shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of receipt of an underlying arbitration award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any AAA office. Following the appeal process, the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof.

the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class, collective, or representative actions or claims.

#### Exception to Arbitration

Without waiving any rights, Contractor and the Company agree that the following disputes/claims are not subject to this Arbitration Agreement: 1) claims that arise from or are covered by the National Labor Relations Act which are brought before the National Labor Relations Board; 2) claims for Workers' Compensation Benefits; 3) claims for state disability insurance claims; 4) claims for Unemployment Compensation Benefits; 5) claims brought by the Company against Contractor for injunctive or equitable relief (and relief ancillary thereto) for unfair competition, violations of enforceable confidentiality covenants or provisions set forth within a written agreement or document, violations of enforceable non-compete covenants or provisions set forth within a written agreement or document, and/or violations of enforceable non-solicitation covenants or provisions set forth within a written agreement or document, through the appropriate court of competent jurisdiction; 6) claims brought by the Company against Contractor for the unauthorized use or disclosure of trade secret, confidential, or proprietary information of the Company; and 7) claims brought by the Company against Contractor for the failure to return to SNS proprietary or confidential Company materials or property. In the event the Company elects to pursue a claim for injunctive or equitable relief, the Contractor agrees that relief may be sought without the posting of any bond or, to the extent a bond is required by the court, a minimal bond not to exceed \$500.00 shall be posted. Contractor acknowledges that both temporary and permanent injunctions are appropriate remedies for such breach or threatened breach, and such remedies are not exclusive and do not limit any remedies the Company may be eligible to pursue for such breach or threatened breach, including but not limited to any remedies available at law.

Additionally, nothing in this Agreement shall be deemed to preclude or excuse the Contractor from bringing an administrative claim before any agency in order to fulfill the Contractor's obligation to exhaust administrative remedies before making a claim in arbitration.

#### Venue and Applicable Law

Any arbitration conducted pursuant to this Agreement shall be held in Palm Beach County, Florida. The Contractor and Company waive any argument or challenge to this venue on the basis that it is inconvenient or improper. The arbitration panel will consist of individuals who are licensed to practice law in Florida and selected in accordance with the rules of the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), or such other neutral arbitration as the Contractor and the Company may select by mutual agreement. Arbitration conducted pursuant to this Agreement shall be conducted in accordance with the arbitration rules and procedures of the American Arbitration Association ("AAA") then in force and effect, and applicable Employment Arbitration Rules and Mediation Procedures (formally known as the National Rules for the Resolution of Employment Disputes) except to the extent such rules conflict with the

**Severability**

If any provision of this Agreement shall be declared invalid, illegal or unenforceable, such provision shall be severed and all remaining provisions shall continue in full force and effect to the extent the purpose and intent of this Agreement may be achieved. If the Class Action Waiver is deemed to be unenforceable, the Company and Contractor agree that this Agreement is otherwise silent as to any party's ability to bring a class, collective, or representative action in arbitration.

**Survival**

This is the full and complete Agreement relating to the formal resolution of engagement-related disputes, and it supersedes any prior or contemporaneous oral or written understanding, policy, or agreement on this subject. This Agreement shall survive the termination of Contractor's relationship, and may only be revoked or modified in a written document that expressly refers to the "Binding Arbitration Agreement and Class Action Waiver," and is signed by Contractor and a member of the Company's Executive Management Team.

**Employment At-Will**

This Agreement does not in any way alter the at-will employment status of the Contractor's relationship with the Company. Either the Company or the Contractor has the right to terminate the relationship at any time, for any reason, with or without notice.

**No Retaliation**

It is against Company policy for the Contractor to be subject to retaliation if he or she exercises his or her right to assert claims under this Agreement. If the Contractor believes that he or she has been retaliated against by anyone at the Company, the Contractor should immediately report this to the Company's Human Resources Manager.

**BY PROVIDING HIS/HER SIGNATURE BELOW, CONTRACTOR AFFIRMS THAT HE/SHE IS VOLUNTARILY ENTERING INTO THIS AGREEMENT OF HIS/HER OWN FREE WILL AND CONTRACTOR HAS BEEN INFORMED OF THE PROVISIONS OF THIS AGREEMENT TO ARBITRATE CLAIMS. CONTRACTOR UNDERSTANDS AND AGREES THAT BY SIGNING THIS AGREEMENT, HE/SHE AND COMPANY ARE GIVING UP EACH OF THEIR RESPECTIVE RIGHTS TO A JURY TRIAL.**

**Contractor**

\_\_\_\_\_

Print Name

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

**Safe N Steady Inc.**

\_\_\_\_\_

Print Name

\_\_\_\_\_

Date

\_\_\_\_\_

Signature



# ATTESTATION OF COMPLIANCE with Background Screening Requirements

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

- the attestation requirements of **section 435.05(2), Florida Statutes**, which state that every contractor 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 agency immediately if arrested for any of the disqualifying offenses while contracted 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 contractors 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.

Contractor Name:

Health Care Provider/ Name:

Address of Health Care Provider:

**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:**

**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.

(g) Section 782.071, relating to vehicular homicide

(h) Section 782.09, 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 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: \_\_\_\_\_

- 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



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**Attestation**

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Under penalty of perjury, I, \_\_\_\_\_, hereby swear or affirm that I meet the requirements for qualifying for contracting 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 the contracting agency if arrested or convicted of any of the disqualifying offenses while contracted by any health care provider licensed pursuant to Chapter 408, Part II F.S.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date