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## Independent Contractor Application

### ***Application Packet Checklist:***

- Application
- Two (2) References  1. Professional  2. Personal
- Drivers' License or State Identification **Expiration Date:** \_\_\_\_\_
- Vehicle Insurance Card **Expiration Date:** \_\_\_\_\_
- Vehicle registration **Expiration Date:** \_\_\_\_\_
- Social Security
- Affidavit of Good Moral Character
- Copy of Current Certification
- Contractor Agreement
- Local Level Background Screen results **Expiration Date:** \_\_\_\_\_
- FDLE/FBI Background Screen results **Expiration Date:** \_\_\_\_\_
- Current First Aid **Expiration Date:** \_\_\_\_\_
- Current CPR Card **Expiration Date:** \_\_\_\_\_
- HIV/AIDS Blood-born Pathogen Certificate **Expiration Date:** \_\_\_\_\_
- Domestic Violence **Expiration Date:** \_\_\_\_\_
- Assisting with Self-Medication **Expiration Date:** \_\_\_\_\_
- Current Annual Physical **Expiration Date:** \_\_\_\_\_
- Work Permit/Alien Card/Voters' registration **Expiration Date:** \_\_\_\_\_
- Zero Tolerance **Expiration Date:** \_\_\_\_\_
- Core Competency/Intro to Developmental Disabilities **Expiration Date:** \_\_\_\_\_
- Health and Safety **Expiration Date:** \_\_\_\_\_
- HIPAA Certificate **Expiration Date:** \_\_\_\_\_



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**Central Care Services, Inc**

**Application for Contract**

**NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

LAST FIRST MIDDLE INITIAL

**SOCIAL SECURITY#** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ **DOB:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**APT#:** \_\_\_\_\_ **CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**HOME PHONE:** \_\_\_\_\_ **CELL PHONE:** \_\_\_\_\_

**POSTION DESIRED:** \_\_\_\_\_ **SALARY DESIRED: \$** \_\_\_\_\_

**DATE YOU CAN START:** \_\_\_\_\_ **ARE YOU CURRENTLY EMPLOYED**  YES  NO

**EVER APPLIED TO THIS COMPANY BEFORE?**  YES  NO **WHEN?** \_\_\_\_\_

**EDUCATION**

**GRAMMAR SCHOOL:** \_\_\_\_\_ **DID YOU GRADUATE?**  YES  NO

**HIGH SCHOOL:** \_\_\_\_\_ **DID YOU GRADUATE?**  YES  NO

**COLLEGE:** \_\_\_\_\_ **DID YOU GRADUATE?**  YES  NO

**MAJOR:** \_\_\_\_\_

**TRADE/ TECHNICAL SCHOOL:** \_\_\_\_\_

**CERTIFICATION:** \_\_\_\_\_

**FORMER EMPLOYERS**

**MM/DD/YY TO MM/DD/YY      COMPANY      SALARY      POSITION      REASON FOR LEAVING**

| MM/DD/YY TO MM/DD/YY | COMPANY | SALARY | POSITION | REASON FOR LEAVING |
|----------------------|---------|--------|----------|--------------------|
|                      |         |        |          |                    |
|                      |         |        |          |                    |
|                      |         |        |          |                    |



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|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**REFERENCES**

| NAME | ADDRESS | POSITION | YEARS ACQUAINTED |
|------|---------|----------|------------------|
|      |         |          |                  |
|      |         |          |                  |
|      |         |          |                  |

**\*ATTACH A COPY OF ALL OF THE BELOW:**

**CPR:**  YES  NO EXPIRATION DATE: \_\_\_\_\_

**HIV/AIDS BLOOD PATHOGEN:**  YES  NO EXPIRATION DATE: \_\_\_\_\_

**DOMESTIC VIOLENCE:**  YES  NO EXPIRATION DATE: \_\_\_\_\_

**MEDICATION ADMINISTRATION:**  YES  NO EXPIRATION DATE: \_\_\_\_\_

**PHYSICAL:**  YES  NO EXPIRATION DATE: \_\_\_\_\_

**DRIVERS' LICENSE:**  YES  NO DL# \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

**Resume:** \_\_\_\_\_ Yes \_\_\_\_\_ No

**SIGNATURE** \_\_\_\_\_ **DATE:** \_\_\_\_\_



## Independent Contractor Agreement

This Agreement is made between **Central Care Services, Inc** ("Client") with a principal place of business at 2001 Palm Beach Lakes Blvd, West Palm Beach, FL 33409 and \_\_\_\_\_ ("Contractor").

### 1. Services to Be Performed

Contractor agrees to perform the following services: \_\_\_\_\_

OR

Contractor agrees to perform the services described in Exhibit A, which is attached to this Agreement.

### 2. Payment

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor at the following rates: Please see Exhibit A.

Contractor shall be paid within 10 business days after Contractor submits a completed service log/invoice to Client on the following Monday the week after services were performed. The service log/invoice should include the following: the dates of worked performed, time in and time out, signature of service consumer for each day, check all appropriate boxes that pertain to services rendered, and case notes summary of the work performed for each day services were provided in the correct format. If these criteria are deemed not met (by Federal and State Agencies), your compensation can be up for recoupment.

### 3. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

### 4. Vehicles and Equipment

Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

### 5. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows

[Check all that apply]



Contractor has the right to perform services for others during the term of this Agreement.

Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed. Client does not supervise, monitor, manage, or train Contractor.

Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.

Neither Contractor nor Contractor's employees or contract personnel shall be required to wear any uniforms provided by Client.

The services required by this Agreement shall be performed by Contractor, Contractor's employees, or contract personnel, and Client shall not hire, supervise, or pay any assistants to help Contractor.

Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement.

Neither Contractor nor Contractor's employees or contract personnel shall be required by Client to devote full time to the performance of the services required by this Agreement.

## **6. Business Licenses, Permits, and Certificates**

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, local, AHCA, APD, and all other affiliate agencies' laws and regulations requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

## **7. State and Federal Taxes**

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

Client will:

- provide contractor a **1099-MISC** form by January 31<sup>st</sup> of the following year for any payments totaling over \$600.00 as required by the IRS.



### **8. Fringe Benefits**

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

### **9. Unemployment Compensation**

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

### **10. Workers' Compensation**

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance before the employees begin the work.

### **11. Insurance**

Client shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

[Check all that apply.]

[ ] Automobile liability insurance for each vehicle used in the performance of this Agreement -- including owned, non-owned (for example, owned by Contractor's employees), leased, or hired vehicles -- in the minimum amount of \$\_\_\_\_\_ combined single limit per occurrence for bodily injury and property damage.

[ ] Comprehensive or commercial general liability insurance coverage in the minimum amount of \$100,000/\$300,000 combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

Before commencing any work, Contractor shall provide Client with proof of this insurance and with proof that Client has been made an additional insured under the policies.

### **12. Indemnification**

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

### **13. Term of Agreement**

This agreement will become effective when signed by both parties and will terminate on the earlier of:



- the date Contractor Level II background screening results expires \_\_\_\_\_ [date],  
or
- the date a party terminates the Agreement as provided below. \_\_\_\_\_ [date]

#### **14. Terminating the Agreement**

With reasonable cause, either Client or Contractor may terminate this Agreement, effective immediately upon giving written notice.

Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.

OR

Either party may terminate this Agreement at any time by giving 5 days' written notice to the other party of the intent to terminate.

#### **15. Exclusive Agreement**

This is the entire Agreement between Contractor and Client.

#### **16. Modifying the Agreement**

This Agreement may be modified only by a writing signed by both parties.

#### **17. Resolving Disputes**

If a dispute arises under this Agreement, any party may take the matter to Florida state court, jurisdiction of the county of Palm Beach.

OR

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Palm Beach County, FL. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Palm Beach County, FL. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

#### **18. Confidentiality**

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf. Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use



- any written or tangible information stamped “confidential,” “proprietary,” or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information
- information belonging to customers and suppliers of Client about whom Contractor gained knowledge as a result of Contractor's services to Client, and
- information with standards for privacy of individually identifiable health information under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

Upon termination of Contractor's services to Client, or at Client's request, Contractor shall deliver to Client all materials in Contractor's possession relating to Client's business. Contractor acknowledges that any breach or threatened breach of Clause 18 of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 18 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

## **19. Proprietary Information.**

A. The product of all work performed under this Agreement (“Work Product”), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agree not to challenge the validity of the Client’s ownership in the Work Product.

B. Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor’s work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

C. The Client will be entitled to use Contractor’s name and/or likeness use in advertising and other materials.

## **20. No Partnership**

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

## **21. Assignment and Delegation**





Either Contractor or Client may assign rights and may delegate duties under this Agreement.

OR

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

In the beginning of each fiscal quarter, Contractor will be given the authorized hours per quarter by Client of the service assignment of Contractor's choice. Contractor will use their discretion on how and when to use the authorized hours, but it is ultimately the responsibility of the Contractor to govern the usage of hours within the budgeted amount.

## 22. Applicable Law

This Agreement will be governed by Florida law, without giving effect to conflict of laws principles.

## Signatures

Client/Owner: \_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date

Contractor: \_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Taxpayer ID Number

Attachments: \_\_\_\_\_ Exhibit A: Additional Description of Services to be Performed  
(check if applicable)



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### **Certification of Good Physical and Mental Health**

The state of Florida requires that all employees, working for a health care Agency to have this certificate completed by a physician. A Physician examination must be within the past (12) months. The PPD and/or chest X-ray results must be with the past 12 months.

This is to certify that \_\_\_\_\_

**Print Name**

Was given a physical examination on \_\_\_\_\_

**Date**

I find the above named patient to be in good physical and mental health; does not show evidence of communicable disease nor any limitations in performing routine job duties.

PPD Chest: \_\_\_\_\_ Date \_\_\_\_\_ Results \_\_\_\_\_

Chest X-Ray: \_\_\_\_\_ Date \_\_\_\_\_ Results \_\_\_\_\_

Significant Findings:

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\_\_\_\_\_

Physician Signature

Date



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**LETTER OF REFERENCE**

\_\_\_\_\_ has applied for a position with this company. Please fill out the appropriate fields below and return to Central Care Services Inc. as soon as possible. An additional, more detailed letter of references is desirable, but not mandatory. Thank you for your time.

**Personal:**

I have known the above named individual for \_\_\_\_\_ (months/years).

I know this person to be honest, reliable individual. \_\_\_ Yes \_\_\_ No

To the best of my knowledge, the above named individual does not engage in activities that violate the laws of the State of Florida. \_\_\_ True \_\_\_ False

The above named individual is suitable to work with individuals with developmental disabilities, behavior difficulties, and seniors because:

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

I would: \_\_\_ Recommend \_\_\_ Not Recommend this individual for employment.

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



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### LETTER OF REFERENCE

\_\_\_\_\_ has applied for a position with this company. Please fill out the appropriate fields below and return to Central Care Services Inc. as soon as possible. An additional, more detailed letter of references is desirable, but not mandatory. Thank you for your time.

**Professional:**

I above named individual worked for this company for \_\_\_\_\_ (months/years)

Their job title was: \_\_\_\_\_

In the workplace this person was a reliable individual. \_\_\_\_ Yes \_\_\_\_ No

We would rehire this individual. \_\_\_\_ Yes \_\_\_\_ No

The above named individual is suitable to work with individuals with developmental disabilities, behavior difficulties, and seniors because:

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

I would: \_\_\_\_ Recommend \_\_\_\_ Not Recommend this individual for employment.

Please fill all relevant areas, this form will not be considered acceptable without the following information:

Name: \_\_\_\_\_ Contact number: \_\_\_\_\_

Position: \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

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

Central Care Services, Inc.  
2001 Palm Beach Lakes Blvd, Ste 300-D. West Palm Beach, FL 33409  
PH: 561-337-4338 Fax: 561-337-9025  
E-MAIL: centralcareservices@yahoo.com

## ATTESTATION OF GOOD MORAL CHARACTER

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**Employee/Applicant/Contractor/Volunteer Name:**

***By signing this form, I affirm and attest that I meet the Moral Character requirements for employment as required pursuant to Chapter 435, Florida Statutes, and Section 393.0655, Florida Statutes.***

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**Provider/Employer Name:**

I have not been arrested with disposition pending or found guilty of regardless of adjudication, or entered a plea of nolo contendere (no contest) 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 the Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below.

### **Criminal Offenses listed 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.            | (n) Section 787.025, relating to luring or enticing a child.  |
| (b) Section 394.4593, relating to sexual misconduct with certain mental health patients and reporting of such sexual misconduct.                     | (o) Section 787.04(2), relating to taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings.  |
| (c) Section 415.111, relating to adult abuse, neglect, or exploitation of aged persons or disabled adults.   | (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. |
| (d) Section 777.04, relating to attempts, solicitation, and conspiracy to commit an offense listed in this subsection.                               | (q) Section 790.115(1), relating to exhibiting firearms or weapons within 1,000 feet of a school.   |
| (e) Section 782.04, relating to murder.  | (r) Section 790.115(2)(b), relating to possessing an electric weapon or device, destructive device, or other weapon on school property.   |
| (f) Section 782.07, relating to manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child. | (s) Section 794.011, relating to sexual battery.  |
| (g) Section 782.071, relating to vehicular homicide.   | (t) Former s. 794.041, relating to prohibited acts of persons in familial or custodial authority.   |
| (h) Section 782.09, relating to killing of an unborn quick child by injury to the mother.  | (u) Section 794.05, relating to unlawful sexual activity with certain minors.   |
| (i) Chapter 784, relating to assault, battery, and culpable negligence, if the offense was a felony.   | (v) Chapter 796, relating to prostitution.  |
| (j) Section 784.011, relating to assault, if the victim of the offense was a minor.  | (w) Section 798.02, relating to lewd and lascivious behavior.   |
| (k) Section 784.03, relating to battery, if the victim of the offense was a minor.   | (x) Chapter 800, relating to lewdness and indecent exposure.  |
| (l) Section 787.01, relating to kidnapping.  | (y) Section 806.01, relating to arson.  |
| (m) Section 787.02, relating to false imprisonment.  | (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 felony offenses for the exploitation of an elderly person or disabled adult.
- (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 institution.
- (qq) Chapter 847, relating to obscene literature.
- (rr) Section 874.05, relating to encouraging or recruiting another to join a criminal gang.
- (ss) Chapter 893, relating to drug abuse prevention and control 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 requirements for 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 state 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

435.04(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.

Section 393.0674(2), felony offenses for the release or use of information from juvenile records of the Agency for Persons with Disabilities for any purpose other than screening for employment

**Criminal Offenses listed in section 393.0655 (5), 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 817.034, relating to fraudulent acts through mail, wire, radio, electromagnetic, photoelectronic, or photooptical systems.
- (f) Section 817.234, relating to false and fraudulent insurance claims.
- (g) Section 817.505, relating to patient brokering.
- (h) Section 817.568, relating to criminal use of personal identification information.
- (i) Section 817.60, relating to obtaining a credit card through fraudulent means.
- (j) Section 817.61, relating to fraudulent use of credit cards, if the offense was a felony.
- (k) Section 831.01, relating to forgery.
- (l) Section 831.02, relating to uttering forged instruments.
- (m) Section 831.07, relating to forging bank bills, checks, drafts, or promissory notes.
- (n) Section 831.09, relating to uttering forged bank bills, checks, drafts, or promissory notes.

**The following acknowledgements apply to all Direct Service Providers and/or Employees, Contract Providers, and Volunteers. Please initial each statement.**

- \_\_\_\_\_ I affirm that I have not been designated as a sexual predator pursuant to s. 775.21; a career offender pursuant to s. 775.261; or a sexual offender pursuant to s. 943.0435, unless the requirement to register as a sexual offender has been removed pursuant to s. 943.04354.
- \_\_\_\_\_ I understand that I must acknowledge the existence of any applicable criminal record relating to the above lists of offenses including those under any similar statute of another jurisdiction, regardless of whether or not those records have been sealed or expunged.
- \_\_\_\_\_ I understand that, while employed or volunteering in any position that requires an APD background screening as a condition of employment, I must immediately notify my supervisor/employer of any arrest, any notice of possible criminal prosecution including any violation or infraction mandating a court appearance. Reporting must be done immediately if during normal working hours or immediately the next business day if after normal working hours.



# 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:**

**Address of Health Care Provider:**

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 |

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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 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

## Request for Taxpayer Identification Number and Certification

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

|   |  |  |
|---|--|--|
| <b>Print or type<br/>See Specific<br/>Instructions on page 2.</b> | Name (as shown on your income tax return)  |  |
|   | Business name/disregarded entity name, if different from above   |  |
|   | Check appropriate box for federal tax classification:<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><br><input type="checkbox"/> Other (see instructions) ▶ _____ | Exemptions (see instructions):<br><br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____ |
|   | Address (number, street, and apt. or suite no.)  | Requester's name and address (optional)  |
|   | City, state, and ZIP code  |  |
| List account number(s) here (optional)                            |  |  |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| Social security number |  |  |  |  |  |  |  |  |  |
|------------------------|--|--|--|--|--|--|--|--|--|
|                        |  |  |  |  |  |  |  |  |  |

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Employer identification number |  |  |  |  |  |  |  |  |  |
|--------------------------------|--|--|--|--|--|--|--|--|--|
|                                |  |  |  |  |  |  |  |  |  |

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



# Employment Eligibility Verification

Department of Homeland Security  
U.S. Citizenship and Immigration Services

USCIS  
Form I-9  
OMB No. 1615-0047  
Expires 03/31/2016

**▶ START HERE.** Read instructions carefully before completing this form. The instructions must be available during completion of this form.  
**ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) they will accept from an employee. The refusal to hire 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 ( <i>Family Name</i> )          |   | First Name ( <i>Given Name</i> ) |             | Middle Initial | Other Names Used ( <i>if any</i> ) |                   |
| Address ( <i>Street Number and Name</i> ) |   |                                  | Apt. Number | City or Town   |                                    | State<br>Zip Code |
| Date of Birth ( <i>mm/dd/yyyy</i> )       | U.S. Social Security Number<br>[ ][ ]-[ ][ ]-[ ][ ][ ][ ] | E-mail Address                   |             |                | 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):

- A citizen of the United States
- A noncitizen national of the United States (*See instructions*)
- A lawful permanent resident (Alien Registration Number/USCIS Number): \_\_\_\_\_
- An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy) \_\_\_\_\_. Some aliens may write "N/A" in this field. (*See instructions*)

For aliens authorized to work, provide your Alien Registration Number/USCIS Number **OR** Form I-94 Admission Number:

1. Alien Registration Number/USCIS Number: \_\_\_\_\_

**OR**

2. Form I-94 Admission Number: \_\_\_\_\_

If you obtained your admission number from CBP in connection with your arrival in the United States, include the following:

Foreign Passport Number: \_\_\_\_\_

Country of Issuance: \_\_\_\_\_

Some aliens may write "N/A" on the Foreign Passport Number and Country of Issuance fields. (*See instructions*)



|                        |                    |
|------------------------|--------------------|
| Signature of Employee: | Date (mm/dd/yyyy): |
|------------------------|--------------------|

**Preparer and/or Translator Certification** (*To be completed and signed if Section 1 is prepared by a person other than the employee.*)

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

|   |  |                                  |                   |
|---|--|----------------------------------|-------------------|
| Signature of Preparer or Translator:      |  | Date (mm/dd/yyyy):               |                   |
| Last Name ( <i>Family Name</i> )          |  | First Name ( <i>Given Name</i> ) |                   |
| Address ( <i>Street Number and Name</i> ) |  | City or Town                     | State<br>Zip Code |

**STOP** Employer Completes Next Page **STOP**



## Section 2. Employer or Authorized Representative Review and Verification

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR examine a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents" on the next page of this form. For each document you review, record the following information: document title, issuing authority, document number, and expiration date, if any.)

Employee Last Name, First Name and Middle Initial from Section 1:

| List A<br>Identity and Employment Authorization | OR | List B<br>Identity   | AND | List C<br>Employment Authorization    |
|---|----|--|-----|---------------------------------------|
| Document Title:                                 |    | Document Title:  |     | Document Title:                       |
| Issuing Authority:                              |    | Issuing Authority:   |     | Issuing Authority:                    |
| Document Number:                                |    | Document Number:   |     | Document Number:                      |
| Expiration Date (if any)(mm/dd/yyyy):           |    | Expiration Date (if any)(mm/dd/yyyy):  |     | Expiration Date (if any)(mm/dd/yyyy): |
| Document Title:                                 |    | <div style="border: 1px solid black; padding: 10px; width: fit-content; margin: auto;"> <b>3-D Barcode<br/>Do Not Write in This Space</b> </div> |     |                                       |
| Issuing Authority:                              |    |  |     |                                       |
| Document Number:                                |    |  |     |                                       |
| Expiration Date (if any)(mm/dd/yyyy):           |    |  |     |                                       |
| Document Title:                                 |    |  |     |                                       |
| Issuing Authority:                              |    |  |     |                                       |
| Document Number:                                |    |  |     |                                       |
| Expiration Date (if any)(mm/dd/yyyy):           |    |  |     |                                       |

### Certification

I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): \_\_\_\_\_ (See instructions for exemptions.)

|  |  |                         |  |          |
|--|--|-------------------------|--|----------|
| Signature of Employer or Authorized Representative                   |  | Date (mm/dd/yyyy)       | Title of Employer or Authorized Representative |          |
| Last Name (Family Name)  |  | First Name (Given Name) | Employer's Business or Organization Name       |          |
| Employer's Business or Organization Address (Street Number and Name) |  | City or Town            | State  | Zip Code |

### Section 3. Reverification and Rehires (To be completed and signed by employer or authorized representative.)

|   |  |                |   |
|---|--|----------------|---|
| A. New Name (if applicable) Last Name (Family Name) First Name (Given Name) |  | Middle Initial | B. Date of Rehire (if applicable) (mm/dd/yyyy): |
|---|--|----------------|---|

C. If employee's previous grant of employment authorization has expired, provide the information for the document from List A or List C the employee presented that establishes current employment authorization in the space provided below.

|                 |                  |                                       |
|-----------------|------------------|---------------------------------------|
| Document Title: | Document Number: | Expiration Date (if any)(mm/dd/yyyy): |
|-----------------|------------------|---------------------------------------|

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

|   |                    |  |
|---|--------------------|--|
| Signature of Employer or Authorized Representative: | Date (mm/dd/yyyy): | Print Name of Employer or Authorized Representative: |
|---|--------------------|--|