



ROYAL QUALITY NURSING SERVICES, INC.

223 Riveredge Drive

New Castle Delaware 19720

Phone (302) 325-3110 Fax (302) 325-3114

## Independent Contractor Application

## Required Documentation

RQNSI requires all contracted nurses to provide current documentation in order to be considered for employment. Your application will not be considered if your credentials are not included. Please submit copies of the following along with your application:

1. Nursing license(s)
2. Nursing Liability Insurance (if applicable)
3. Driver's License
4. Social Security/Permanent Resident Card
5. Car Insurance
6. CPR
7. TB/Chest X-ray (no older than 1 year)
8. Physical Exam (no older than 1 year)

## RN APPLICANT QUESTIONNAIRE

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

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

1. Have you worked in homecare before? \_\_\_\_\_
2. How long have you been a RN? \_\_\_\_\_
3. Would you like full time or part time? \_\_\_\_\_
4. Are you IV certified? \_\_\_\_\_
5. How far are you willing to travel? \_\_\_\_\_
6. Do you prefer days or evenings? \_\_\_\_\_
7. Do you have a cut off time? \_\_\_\_\_
8. Have you ever worked in critical care before? \_\_\_\_\_
9. Will you be able to give a weekly schedule? \_\_\_\_\_
10. Do you have any personal/medical issues that would require you to be unavailable for an extended period of time in the next 12 months? If yes, please explain: \_\_\_\_\_

11. Have you ever inserted a midline? \_\_\_\_\_
12. Have you ever placed an IV? \_\_\_\_\_
13. How good are you with peripheral sticks on a scale of 1-10? \_\_\_\_\_
14. Do you have pediatric experience? \_\_\_\_\_
15. Are you bilingual? \_\_\_\_\_
16. Do you have any issues with childcare? \_\_\_\_\_
17. Do you have all the following credentials that are **REQUIRED** for employment:  
Nursing License, CPR, Physical, Driver's license, Auto Ins., SSN, PPD, Hep B, Nurse Liability  
Ins., and Workers Compensation (You will not be considered for employment if you do not have  
these documents)? \_\_\_\_\_
18. Have you ever access or deaccess ports? \_\_\_\_\_
19. Have you used the cadd prism pumps or any pumps? \_\_\_\_\_
20. Have you done PICC/Central line dressing changes? \_\_\_\_\_
21. Are you familiar with the Eclipse Ball? \_\_\_\_\_
22. Do you have any of the following certifications: (circle all that apply)  
**CRNI, CCRN, PICC LINE, CHEMO, ACLS, and PALS?**  
If not, is there any reason why? \_\_\_\_\_

23. What areas are you willing to travel to? (specify) \_\_\_\_\_
24. In what state(s) do you currently have a nursing license? \_\_\_\_\_
25. How late can we call you in the evenings? \_\_\_\_\_
26. Reason for transitioning to homecare: \_\_\_\_\_
27. Are you familiar with collecting lab draws and procedures? \_\_\_\_\_
28. Are you ok with supplying your own health benefits? \_\_\_\_\_
29. Do you understand that we hire 1099 sub-contracted nurses only and you will be responsible  
for your own taxes? \_\_\_\_\_

Whole document  
should be fillable

# APPLICATION FOR EMPLOYMENT

Name: \_\_\_\_\_ DOB \_\_\_\_\_ SS# \_\_\_\_\_

Current Address: \_\_\_\_\_

Street	City	State	Zip
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Telephone Number: Home: \_\_\_\_\_ Cellular: \_\_\_\_\_ Work: \_\_\_\_\_

Pager: \_\_\_\_\_ Emergency: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency contact: \_\_\_\_\_

Date available to start

### Availability

Referred by: \_\_\_\_\_

PLEASE LIST THREE PERSONAL REFERENCES, not related you

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Name: \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Name:	Address	Phone
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Name: \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

EDUCATION:

School	City/State	Mo/Yr graduated	Degree
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LICENSURE:

[illegible]

State	License Number	Expires
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State	License Number	Expires
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State	License Number	Expires
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Have you ever had any disciplinary action against your license(s) YES NO

If yes, please explain: \_\_\_\_\_

Have you ever been convicted of a felony?    YES                      NO

If YES, please explain:

CERTIFICATIONS: (please circle) AACN ACLS ACLS INSTRUCTOR BALLOON PUMP

BLS INSTRUCTOR    PICC    CCRN    CEN    CASE MANAGER    CLINICAL EDU/SPEC    PALS

CHEMO ONCOLOGY OSTOMY

CPR Expiration: \_\_\_\_\_ ACLS Expiration: \_\_\_\_\_

MALPRACTICE/LIABILITY INSURANCE: Policy# \_\_\_\_\_ Company \_\_\_\_\_ Expires \_\_\_\_\_

whole document  
should be fillable



## APPLICATION FOR EMPLOYMENT (cont.)

### **Employment History (Please list in order with the most recent first):**

Facility \_\_\_\_\_  
Address \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
                                    Street                                    City                                    State                                    Zip  
Date Employed: From \_\_\_\_\_ To \_\_\_\_\_ Reason for leaving: \_\_\_\_\_  
Unit \_\_\_\_\_ Position \_\_\_\_\_ Contact Name/Number \_\_\_\_\_

Facility \_\_\_\_\_  
Address \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
                                    Street                                    City                                    State                                    Zip  
Date Employed: From \_\_\_\_\_ To \_\_\_\_\_ Reason for leaving: \_\_\_\_\_  
Unit \_\_\_\_\_ Position \_\_\_\_\_ Contact Name/Number \_\_\_\_\_

Facility \_\_\_\_\_  
Address \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
                                    Street                                    City                                    State                                    Zip  
Date Employed: From \_\_\_\_\_ To \_\_\_\_\_ Reason for leaving: \_\_\_\_\_  
Unit \_\_\_\_\_ Position \_\_\_\_\_ Contact Name/Number \_\_\_\_\_

I certify that the foregoing answers to be true to all questions in this application to the best of my knowledge.  
Untrue or omissions of material facts may be cause for termination.

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

fillable and e-sign

## Reference for Employment

TO: \_\_\_\_\_  
FROM: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Date: \_\_\_\_\_  
Pages: \_\_\_\_\_

Can RQN edit this  
through PDF?

The individual named below has applied for a position at Royal Quality Nursing Services, Inc. Your name has been given as a previous or current employer. We would appreciate your completion of the attached service letter. Any information given to us concerning this individual will be held in strict confidence.

We appreciate your cooperation. Should you have any questions please feel free to contact the office directly at 302-325-3110. Please return this form by fax at 302-325-3114. Thank you.

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I authorize the release of all information needed to complete the attached service letter in compliance with 19 Del. C. §708.

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

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

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

e-sign

### FAX CONFIDENTIALITY DISCLAIMER

This message is confidential and is intended only for the named recipient(s) and may contain information that is privileged or exempt from disclosure under applicable law. If you are not the intended recipient(s), you are notified that the dissemination or copying of this message is strictly prohibited. If you have received this message in error, or are not the named recipient(s), please notify the sender immediately and discard this fax. Thank you

## SERVICE LETTER

The provisions of 19 Del. C. §708 require that we obtain a service letter from you as an employer or former employer of the person named below. The provisions of 19 Del. C. §708 also require any employer who receives a request for a service letter to provide the information on this form within ten (10) business days from receipt of the request. This law provides for penalties of \$1,000 - \$5,000 for failing to disclose all applicable and available truthful information known to the employer.

### **TO BE COMPLETED BY EMPLOYER REQUESTING SERVICE LETTER.**

Name of Business/Employer requesting service letter: Royal Quality Nursing Services, Inc.

Address of Business/Employer: 223 Riveredge Drive, New Castle, DE 19720

Type of Business of Employer requesting service letter: Health Care Facility

Name of applicant: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Dates of Employment: From: \_\_\_\_\_ To: \_\_\_\_\_

Can RQN make  
edits and fill-in info  
here through PDF?

### **TO BE COMPLETED BY EMPLOYER RECEIVING SERVICE LETTER REQUEST.**

The above-named person has applied for employment/licensure with our organization. The applicant indicated on his/her application that s/he was or is employed by you and has signed an authorization and release form that permits you to truthfully answer these questions without liability.

1. Complete Name of Business/Employer: \_\_\_\_\_

Address of Business/Employer: \_\_\_\_\_

Type of Business: \_\_\_\_\_

2. Dates of Service for employee: From: \_\_\_\_\_ To: \_\_\_\_\_

If this information is not available, please explain: \_\_\_\_\_

3. Please answer the following questions:

A. Type of service performed by the person during the course of his/her employment (**Please Check One**).

\_\_\_\_\_ The employee was directly involved on a daily or frequent basis providing services and/or care to clients/patients/residents/children.

\_\_\_\_\_ The employee was not directly involved providing services and/or care to clients/patients/residents/children on a daily or frequent basis, but did occasionally provide some care and/or services.

\_\_\_\_\_ The employee did not provide services and/or care to clients/patients/residents/children, but did have some contact with them.

\_\_\_\_ The employee had no contact with clients/patients/residents/children.

\_\_\_\_ This information is not available. (Please Explain.) \_\_\_\_\_  
\_\_\_\_\_

**B. Reason for separation from service (Please check one).**

\_\_\_\_ Laid-off \_\_\_\_ Resigned \_\_\_\_ Resigned in lieu of discharge  
\_\_\_\_ Discharged \_\_\_\_ Abandoned Position \_\_\_\_ Other (Specify) \_\_\_\_\_  
\_\_\_\_ Information not available (Explain) \_\_\_\_\_

**C. Information relating to employee's performance (please check all statements which apply to this person and circle action/s taken.)**

\_\_\_\_ The employee was counselled, warned, reprimanded, suspended or discharged as a result of reasonably substantiated incidents involving his/her violent behavior or threats of violence in the workplace.

\_\_\_\_ The employee was counselled, warned, reprimanded, suspended or discharged as a result of reasonably substantiated incidents involving abuse of patients/clients/residents/children.

\_\_\_\_ The employee was counselled, warned, reprimanded, suspended or discharged as a result of reasonably substantiated incidents involving negligence/neglect of patients/clients/residents/children.

\_\_\_\_ The employee was never counselled, warned, reprimanded, suspended or discharged as a result of reasonably substantiated incidents involving violent behavior in the workplace, abuse or negligence/neglect of patients/clients/residents/children.

\_\_\_\_ Not applicable to this employee. (Please Explain.) \_\_\_\_\_  
\_\_\_\_\_

4. (Optional) I would rehire this individual \_\_\_\_yes \_\_\_\_no

**I hereby swear/affirm that the information provided above is a full and complete disclosure of the facts required, and that the information is true and correct to the best of my knowledge and belief.**

Printed name \_\_\_\_\_

Title of person completing form \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_





**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 <i>(See instructions)</i>
<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. <i>(See instructions)</i>  <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>  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: _____
<div>QR Code - Section 1 Do Not Write In This Space</div>

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



all fillable and e-sign



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

**fillable and e-sign  
by RQN?**

**USCIS  
Form I-9**

OMB No. 1615-0047  
Expires 08/31/2019

**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 a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")*

<b>Employee Info from Section 1</b>	Last Name (Family Name)	First Name (Given Name)	M.I.	Citizenship/Immigration Status
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<b>List A</b> Identity and Employment Authorization	<b>OR</b>	<b>List B</b> Identity	<b>AND</b>	<b>List C</b> 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		<b>Additional Information</b>		<b>QR Code - Sections 2 &amp; 3 Do Not Write In This Space</b>
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		Today's Date (mm/dd/yyyy)	Title of Employer or Authorized Representative	
Last Name of Employer or Authorized Representative		First Name of Employer or Authorized Representative	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.)*

<b>A. New Name (if applicable)</b>			<b>B. Date of Rehire (if applicable)</b>
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)

**C.** If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
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**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	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
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## LISTS OF ACCEPTABLE DOCUMENTS

### All documents must be UNEXPIRED

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

LIST A	OR	LIST B	AND	LIST C
Documents that Establish Both Identity and Employment Authorization		Documents that Establish Identity		Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		1. A Social Security Account Number card, unless the card includes one of the following restrictions: (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		3. School ID card with a photograph		3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
4. Employment Authorization Document that contains a photograph (Form I-766)		4. Voter's registration card		4. Native American tribal document
5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: (1) The same name as the passport; and (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.		5. U.S. Military card or draft record		5. U.S. Citizen ID Card (Form I-197)
		6. Military dependent's ID card		6. Identification Card for Use of Resident Citizen in the United States (Form I-179)
		7. U.S. Coast Guard Merchant Mariner Card		7. Employment authorization document issued by the Department of Homeland Security
		8. Native American tribal document		
		9. Driver's license issued by a Canadian government authority		
		For persons under age 18 who are unable to present a document listed above:		
		10. School record or report card		
		11. Clinic, doctor, or hospital record		
		12. Day-care or nursery school record		

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

**Refer to the instructions for more information about acceptable receipts.**

**INDEPENDENT CONTRACTOR AGREEMENT**  
**Royal Quality Nursing Services, Inc.**

This Independent Contractor Agreement ("**Agreement**") is entered into as of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, with a principal place of business at \_\_\_\_\_ ("**Company**"), and \_\_\_\_\_, a \_\_\_\_\_ corporation, with a principal place of business at \_\_\_\_\_ ("**Contractor**").

**1. Services.**

**1.1 Nature of Services.** Contractor will perform the services, as more particularly described on Exhibit A, for Company as an independent contractor (the "**Services**"). The Services have been specially ordered and commissioned by Company. To the extent the Services include materials subject to copyright, Contractor agrees that the Services are done as "work made for hire" as that term is defined under U.S. copyright law, and that as a result, Company will own all copyrights in the Services. Contractor will perform such services in a diligent and workmanlike manner and in accordance with the schedule, if any, set forth in Exhibit A. The content, style, form and format of any work product of the Services shall be completely satisfactory to Company and shall be consistent with Company's standards. Except as specified on Exhibit A, Company agrees that Contractor's services need not be rendered at any specific location and may be rendered at any location selected by Contractor. Contractor hereby grants Company the right, but not the obligation, to use and to license others the right to use Contractor's, and Contractor's employees', name, voice, signature, photograph, likeness and biographical information in connection with and related to the Services.

**1.2 Relationship of the Parties.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to Company as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to Company's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for conducting the Services.

**1.3 Compensation and Reimbursement.** Contractor shall be compensated and reimbursed for the Services as set forth on Exhibit B. Completeness of work product shall be determined by Company in its sole discretion, and Contractor agrees to make all revisions, additions, deletions or alterations as requested by Company. No other fees and/or expenses will be paid to Contractor, unless such fees and/or expenses have been approved in advance by the appropriate Company executive in writing. Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation. Contractor hereby indemnifies and holds Company harmless from, any claims, losses, costs, fees, liabilities, damages or injuries suffered by Company arising out of Contractor's failure with respect to its obligations in this Section 1.3.

**1.4 Personnel.** Contractor represents and warrants to Company that its employees performing Services hereunder will have (a) sufficient expertise, training and experience to accomplish the Services; and (b) executed agreements which state that (i) all work done by the employee will be a work made for hire, as that term is defined under U.S. copyright law, and will owned by Contractor; and



(ii) the employee assigns all rights in and to all work done by the employee to Contractor. Contractor agrees that all its personnel shall be compensated, taxes withheld, and other benefits made available as required by applicable law and regulations. Contractor shall require all employees who perform Services and/or have performed Services hereunder to sign a copy of the form attached hereto as Exhibit C and Contractor shall forward copies of all of such forms to Company within five (5) days of executing the Agreement and/or within five (5) days of assigning a new employee to perform Services hereunder.

## **2. Protection of Company's Confidential Information.**

**2.1 Confidential Information.** Company now owns and will hereafter develop, compile and own certain proprietary techniques, trade secrets, and confidential information which have great value in its business (collectively, "**Company Information**"). Company will be disclosing Company Information to Contractor during Contractor's performance of the Services. Company Information includes not only information disclosed by Company, but also information developed or learned by Contractor during Contractor's performance of the Services. Company Information is to be broadly defined and includes all information which has or could have commercial value or other utility in the business in which Company is engaged or contemplates engaging or the unauthorized disclosure of which could be detrimental to the interests of Company, whether or not such information is identified by Company. By way of example and without limitation, Company Information includes any and all information concerning discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research techniques, customer and supplier lists, marketing, sales or other financial or business information, scripts, and all derivatives, improvements and enhancements to any of the above. Company Information also includes like third-party information which is in Company's possession under an obligation of confidential treatment.

**2.2 Protection of Company Information.** Contractor agrees that at all times during or subsequent to the performance of the Services, Contractor will keep confidential and not divulge, communicate, or use Company Information, except for Contractor's own use during the Term of this Agreement to the extent necessary to perform the Services. Contractor further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, Company Information from Company's principal place of business, without prior written approval of Company.

**2.3 Exceptions.** Contractor's obligations with respect to any portion of the Company Information as set forth above shall not apply when Contractor can document that (i) it was in the public domain at the time it was communicated to Contractor by Company; (ii) it entered the public domain subsequent to the time it was communicated to Contractor by Company through no fault of Contractor; (iii) it was in Contractor's possession free of any obligation of confidence at the time it was communicated to Contractor by Company; or (iv) it was rightfully communicated to Contractor free of any obligation of confidence subsequent to the time it was communicated to Contractor by Company.

**2.4 Company Property.** All materials, including without limitation documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (together the "**Materials**"), which are furnished to Contractor by Company or which are developed in the process of performing the Services, or embody or relate to the Services, the Company Information or the Innovations (as defined below), are the property of Company, and shall be returned by Contractor to Company promptly at Company's request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason. Contractor is granted no rights in or to such Materials, the Company Information or the Innovations, except as necessary to fulfill its obligations under this Agreement.



Contractor shall not use or disclose the Materials, Company Information or Innovations to any third party.

### **3. Prior Knowledge and Relationships.**

**3.1 Prior Inventions and Innovations.** Contractor has disclosed on Exhibit D, a complete list of all inventions or innovations made by Contractor prior to commencement of the Services for Company and which Contractor desires to exclude from the application of this Agreement. Contractor will disclose to Company such additional information as Company may request regarding such inventions or innovations to enable Company to assess their extent and significance. Company agrees to receive and hold all such disclosures in confidence.

**3.2 Other Commitments.** Except as disclosed on Exhibit D to this Agreement, Contractor has no other agreements, relationships or commitments to any other person or entity which conflict with Contractor's obligations to Company under this Agreement. Contractor agrees not to enter into any agreement, either written or oral, in conflict with this Agreement.

### **4. Assignment of Contractor's Inventions and Copyrights.**

**4.1 Disclosure.** Contractor will promptly disclose in writing to Company all works, products, discoveries, developments, designs, innovations, improvements, inventions, formulas, processes, techniques, know-how and data (whether or not patentable, and whether or not at a commercial stage, or registrable under copyright or similar statutes) which are authored, made, conceived, reduced to practice or learned by Contractor (either alone or jointly with others) during the period Contractor provides the Services as a result of performing the Services including any concepts, ideas, suggestions and approaches related thereto or contained therein (collectively, the "**Innovations**").

**4.2 Assignment.** Contractor hereby assigns and agrees to assign to Company, without royalty or any other consideration except as expressly set forth herein, all worldwide right, title and interest Contractor may have or acquire in and to (i) all Materials; (ii) all Innovations (iii) all worldwide patents, patent applications, copyrights, mask work rights, trade secrets rights and other intellectual property rights in any Innovations; and (iv) any and all "moral rights" or right of "droit moral" (collectively "**Moral Rights**"), that Contractor may have in or with respect to any Innovations. To the extent any Moral Rights are not assignable, Contractor waives, disclaims and agrees that Contractor will not enforce such Moral Rights. Contractor agrees that such assignment shall extend to all languages and including the right to make translations of the Materials and Innovations. Additionally, Contractor agrees, at no charge to Company, but at Company's sole expense, to sign and deliver to Company (either during or subsequent to Contractor's performance of the Services) such documents as Company considers desirable to evidence the assignment of all rights of Contractor, if any, described above to Company and Company's ownership of such rights and to do any lawful act and to sign and deliver to Company any document necessary to apply for, register, prosecute or enforce any patent, copyright or other right or protection relating to any Innovations in any country of the world.

**4.3 Power of Attorney.** Contractor hereby irrevocably designates and appoints each of Company and its Secretary as Contractor's agent and attorney-in-fact, to act for and in Contractor's behalf and stead, for the limited purpose of executing and filing any such document and doing all other lawfully permitted acts to further the prosecution, issuance and enforcement of patents, copyrights or other protections which employ or are based on Innovations with the same force and effect as if executed and delivered by Contractor.



**4.4 Representations and Warranties.** Contractor represents and warrants to Company that (a) Contractor has full power and authority to enter into this Agreement including all rights necessary to make the foregoing assignments to Company; that in performing under the Agreement; (b) Contractor will not violate the terms of any agreement with any third party; and (c) the Services and any work product thereof are the original work of Contractor, do not and will not infringe upon, violate or misappropriate any patent, copyright, trade secret, trademark, contract, or any other publicity right, privacy right, or proprietary right of any third party. Contractor shall defend, indemnify and hold Company and its successors, assigns and licensees harmless from any and all claims, actions and proceedings, and the resulting losses, damages, costs and expenses (including reasonable attorneys' fees) arising from any claim, action or proceeding based upon or in any way related to Contractor's, or Contractor's employees, breach or alleged breach of any representation, warranty or covenant in this Agreement, and/or from the acts or omissions of Contractor or Contractor's employees.

**5. Termination of Agreement.**

**5.1 Term.** This Agreement shall be effective from the date first listed above for the period set forth on Exhibit A, or until completion of the Services, as applicable, unless sooner terminated by either party in accordance with the terms and conditions of this Agreement ("**Term**"). This Agreement is terminable by either party at any time, with or without cause, effective upon notice to the other party. If Company exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately, except that Company shall be obligated to compensate Contractor for work performed up to the time of termination. If Contractor exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately. Additionally, this Agreement shall automatically terminate upon Contractor's death. In such event, Company shall be obligated to pay Contractor's estate or beneficiaries only the accrued but unpaid compensation and expenses due as of the date of death.

**5.2 Continuing Obligations of Contractor.** The provisions of Sections 1.1 (as relates to creation and ownership of copyright), 1.2, 1.3, 2, 3, 4, 5.2, and 6 shall survive expiration or termination of this Agreement for any reason.

**6. Additional Provisions.**

**6.1 Governing Law and Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law principles. The parties consent to exclusive jurisdiction and venue in the federal and state courts sitting in Orange County, California. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and other expenses.

**6.2 Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto. Contractor shall have no right to (a) assign this Agreement, by operation of law or otherwise; or (b) subcontract or otherwise delegate the performance of the Services without Company's prior written consent which may be withheld as Company determines in its sole discretion. Any such purported assignment shall be void.

**6.3 Severability.** If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.



**6.4 Entire Agreement.** This Agreement, including the Exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

**6.5 Injunctive Relief.** Contractor acknowledges and agrees that in the event of a breach or threatened breach of this Agreement by Contractor, Company will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

**6.6 Contractor's Remedy.** Contractor's remedy, if any, for any breach of this Agreement shall be solely in damages and Contractor shall look solely to Company for recover of such damages. Contractor waives and relinquishes any right Contractor may otherwise have to obtain injunctive or equitable relief against any third party with respect to any dispute arising under this Agreement. Contractor shall look solely to Company for any compensation which may be due to Contractor hereunder.

**6.7 Agency.** Contractor is not Company's agent or representative and has no authority to bind or commit Company to any agreements or other obligations.

**6.8 Amendment and Waivers.** Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the party to be bound. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

**6.9 Time.** Contractor agrees that time is of the essence in this Agreement.

**6.10 Notices.** Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service, by air courier with receipt of delivery, or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective five (5) days after being deposited in the mail. Any party may change its address for such communications by giving notice to the other party in conformity with this section.

**CAUTION:** THIS AGREEMENT AFFECTS YOUR RIGHTS TO INNOVATIONS YOU MAKE PERFORMING YOUR SERVICES, AND RESTRICTS YOUR RIGHT TO DISCLOSE OR USE COMPANY'S CONFIDENTIAL INFORMATION DURING OR SUBSEQUENT TO YOUR SERVICES.

CONTRACTOR HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. CONTRACTOR HAS COMPLETELY FILLED OUT EXHIBIT D TO THIS AGREEMENT.

**CONTRACTOR**

**COMPANY**

\_\_\_\_\_  
CONTRACTOR (Print Name)

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR



# HIPAA INDEPENDENT CONTRACTOR AGREEMENT

February 17, 2010

This HIPAA Independent Contractor Agreement is made and entered into by and between Royal Quality Nursing Inc. and the undersigned business associate Health Insurance Portability and Accountability Act of 1996, Title XII of the American Recovery and Reinvestment Act of 2009 called the Health Information Technology for Economic and Clinical Health Act, and other regulations promulgated there under by the Department of Health and Human Services that relate to the security and privacy of individually identifiable health information. In consideration of the covenants, conditions, representatives, warranties and restrictions set forth herein, the parties agree as follows:

## 1. DEFINITIONS.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, the Security Rule, the HITECH Standards or any future regulations promulgated or guidance issued by the Secretary thereunder.

- 1.1 **"Breach"** shall mean the unauthorized acquisition access, use, or disclosure of Protected Health Information which compromises the security or privacy of such Protected Health financial, reputational, or other harm to the Individual.
- 1.2 **"Electronic Health Record"** shall mean an electronic record of health-related information on an Individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.3 **"Electronic Protected Health Information"** shall have the same meaning as the term "electronic protected health information" at 45 C.F.R. 160.103, limited to the information created or received by Independent Contractor or on behalf of Covered Entity.
- 1.4 **"HIPAA"** shall mean the Health Insurance Portability and Accountability Act of 1996, as amended, and the implementation regulations thereunder, including without limitation the HITECH Standards (as defined below), and all future regulations promulgated thereunder.
- 1.5 **"HITECH Standards"** means Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), found at Title XII of the American Recovery and Reinvestment Act of 2009, and any regulations promulgated thereunder, including all amendments to the HIPAA Rules
- 1.6 **"Individual"** shall have the same meaning as the term "individual" as defined in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502
- 1.7 **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E, as such may be lawfully in effect and amended or replaced from time to time.



- 1.8 **“Protected Health Information”** shall have the same meaning as the term “protected health information” (PHI) is defined in 45 CFR 164.103, but includes only the individually identifiable health information that is created or received by Independent Contractor from or on behalf of Covered Entity.
- 1.9 **“Required By Law”** shall have the same meaning as the term “required bylaw” is defined in 45 CFR 164.103
- 1.10 **“Secretary”** shall mean the secretary of HHS or his designee.
- 1.11 **“Security Incident”** shall mean the attempted or successful unauthorized acquisition, access, use, disclosure, modification, or destruction of information or interference with system operations in an information system which compromises the security and privacy of the PHI.
- 1.12 **“Security Rule”** shall mean the Security Standards for Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C, as such may be lawfully in effect and amended or replaced from time to time.
- 1.13 **“Service Contract”** shall mean the agreement between Covered Entity and Business Associate for the provision by Independent Contractor of any Independent Contractor services within the meaning of 45 CFR 164.103
- 1.14 **“Unsecured Protected Health Information”** means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h) (2) of Public Law 111-5 on the HHS Web site

## **2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

- 2.1 Independent Contractor agrees to perform all obligations that are required to be performed by a HIPAA business Independent Contractor under the Security Rule, the Privacy Rule, the HITECH Standards, or other federal or state laws, including but not limited to, the obligations specifically described in this agreement
- 2.2 Independent Contractor agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- 2.3 Independent Contractor agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Royal Quality Nursing Inc., at all times in compliance with the requirements of the Security Rule.
- 2.4 Independent Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Independent Contractor of a use or disclosure of Protected Health Information by Independent Contractor in violation of the requirements of this agreement.



- 2.5 Independent Contractor agrees to promptly notify the Royal Quality Nursing Inc., in written detail of the occurrence of any of the following of which it becomes aware, but not less than ten (10) business days following the discovery by Independent Contractor of the event: (I) any Security Incident/Health Breach, (II) the acquisition, access, use, or disclosure of the Unsecured Protected Health Information in a manner not permitted under the Privacy Rule, which compromises the security or privacy of the Protected Health Information; and (III) any use or disclosure of Protected Health Information that is not permitted or required by this Agreement or Required By Law
- 2.6 Independent Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Independent Contractor on behalf of Royal Quality Nursing Inc., agrees to the same restrictions and conditions that apply through this Agreement to Independent Contractor with respect to such information.
- 2.7 Independent Contractor agrees to provide access, at the request of Royal Quality Nursing Inc., and in the time and manner reasonably designed by Royal Quality Nursing Inc., to Protected Health Information in a Designed Record Set, to Royal Quality Nursing Inc. or as directed by Royal Quality Nursing Inc., to an Individual in order to meet the requirements under 45 CFR 164.524 at the request of Royal Quality Nursing Inc. or an Individual. If Independent Contractor provides copies or summaries of Protected Health Information to an Individual it may impose a reasonable, cost-based fee in accordance with 45 CFR 164.524 © (4).
- 2.8 Independent Contractor agrees to make amendment(s) to Protected Health Information in a Designated Record Set in accordance with the requirements of 45 CFR 164.526 at the request of Royal Quality Nursing Inc. or an Individual, and in the time and manner designated by Royal Quality Nursing Inc..
- 2.9 Independent Contractor agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Independent Contractor on behalf of, Royal Quality Nursing Inc. available to the Secretary, in a time and a manner designated by the Royal Quality Nursing Inc. or the Secretary, for purposes of the Secretary determining Royal Quality Nursing Inc.'s compliance with the Privacy Rule.
- 2.10 Independent Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Royal Quality Nursing Inc. to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- 2.11 Independent Contractor agrees to make available to Royal Quality Nursing Inc. or an Individual such information maintained by Independent Contractor in accordance with paragraph 2.8 as necessary to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR 164.528



- 2.12 Independent Contractor shall make reasonable efforts to limit request for and the use and disclosure of Protected Health Information to the minimum necessary, to its affiliates, subsidiaries, agents and subcontractors or other third parties as applicable, in accordance with the regulations and guidance issued by the Secretary on what constitutes the minimum necessary for Independent Contractor to perform its obligations to Royal Quality Nursing Inc. under this Agreement. Any underlying agreement, or as Required By Law.
- 2.13 If Independent Contractor conducts any Standard Transactions (as defined in 45 CFR Part 162) on behalf of Royal Quality Nursing Inc., Independent Contractor shall comply with the applicable requirements of 45 CFR Part 162.
- 2.14 Beginning effective February 17, 2010, if Independent Contractor uses or maintains Protected Health Information in an Electronic Health Record, Independent Contractor must provide access to such information in an electronic format if so requested by an individual. Any fee that Independent Contractor may charge for such electronic copy shall not be greater than Independent Contractor's labor costs in responding to the request.
- 2.15 Beginning effective February 17, 2010, Independent Contractor shall not engage in any marketing activities or communications with any Individual unless such marketing activities or communications are allowed by the terms of this Agreement or a separate underlying agreement between the parties, and are made in accordance with the HITECH Standards or any future regulations promulgated thereunder. Notwithstanding the foregoing, any payment for marketing activities shall be made in accordance with the HITECH Standards or any future regulations promulgated thereunder.
- 2.16 Beginning effective February 17, 2010, if Independent Contractor knows of, or becomes aware of, a pattern of activity or practice of Royal Quality Nursing Inc. that constitutes a material breach or violation of Royal Quality Nursing Inc.'s obligations under this Agreement, applicable, and if such steps are unsuccessful shall terminate this Agreement, if feasible, or, if termination is not feasible, report the problem to the Secretary.
- 2.17 Beginning effective February 17, 2010 Independent Contractor shall abide by the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Subpart C, specifically the Administrative Safeguards at 45 C.F.R. 164.308, the Physical Safeguards at 45 C.F.R. 164.310, the Technical Safeguards at 45 C.F.R. 164.312, and the policies and procedures and documentation requirements at 45 C.F.R. 164.316, in the same manner such provisions apply to Royal Quality Nursing Inc. Independent Contractor shall further abide by the most current guidance on the most effective and appropriate Technical Safeguards as Issued by the Secretary.
- 2.18 Beginning effective February 17, 2011 Independent Contractor shall not receive remuneration, directly or indirectly, in exchange for any Protected Health Information, unless so allowed by the terms of this Agreement or a separate underlying agreement between the parties and in accordance with the HITECH Standards and any future regulations promulgated thereunder



- 2.19 As of the compliance date set forth in the regulations promulgated under HITECH or as otherwise determined by the Secretary, in addition to the accounting of disclosure obligations required under 45 C.F.R. 164.528, Independent Contractor shall account for all disclosures of Protected Health Information made Through an Electronic Health Record for treatment, payment, and health care operations activities in accordance with the HITECH Standards and any future regulations promulgated thereunder

### **3. PERMITTED USES AND DISCLOSURES BY INDEPENDENT CONTRACTOR.**

- 3.1 Except as otherwise limited in this Agreement, Independent Contractor may use or disclose Protected Health Information only to perform the functions, activities, or services for, or on behalf of, Royal Quality Nursing Inc. as specified in any Service Contract, provided however, that Independent Contractor shall not use or disclose Protected Health Information if such use or disclosure would violate the Privacy Rule if done by Royal Quality Nursing Inc.
- 3.2 Except as otherwise limited in this Agreement, Independent Contractor may disclose Protected Health Information to carry out the legal responsibilities of Independent Contractor, or for the proper management and administration of the Independent Contractor, provided that such disclosures are Required By Law, or Independent Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Royal Quality Nursing Inc. of any instances of which it is aware in which the confidentiality of the information has been breached.
- 3.3 Except as otherwise limited in this Agreement, Independent Contractor may use Protected Health Information to provide Data Aggregation services to Royal Quality Nursing Inc. as permitted by 42 CFR 164.504 (e)(2)(i)(B).
- 3.4 Independent Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502 (j)(1).

### **4. OBLIGATIONS OF ROYAL QUALITY NURSING INC.**

- 4.1 Royal Quality Nursing Inc. shall notify Independent Contractor of any limitation(s) in the Royal Quality Nursing Inc. notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Independent Contractor's use or disclosure of Protected Health Information.
- 4.2 Royal Quality Nursing Inc. shall notify Independent Contractor of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Independent Contractor's use or disclosure of protected Health Information.



- 4.3 Royal Quality Nursing Inc. shall notify Independent Contractor of any restriction on the use or disclosure of Protected Health Information that Royal Quality Nursing Inc. has agreed to in accordance with 45 CFR 164.522, if such changes affect Independent Contractor permitted or required uses and disclosures hereunder.
- 4.4 Royal Quality Nursing Inc. shall not request Independent Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or Security Rule if done by Royal Quality Nursing Inc.

## **5. TERM AND TERMINATION**

- 5.1 The term of this Agreement shall be effective as of February 17, 2010, and shall terminate concurrently with any Service Contract, unless sooner terminated as provided hereunder.
- 5.2 Without limiting any other provision of any Service Contract, and except as otherwise Required By Law, Royal Quality Nursing Inc, may terminate this Agreement and any Service Contract if Independent Contractor fails to cure a material breach of this Agreement within thirty (30) days following receipt of notice of such breach, provided, however, that (I) if the breach cannot reasonably be corrected within such thirty (30) day period, then Independent Contractor shall not be in violation of this Agreement so long as Independent Contractor takes action to correct the breach and diligently pursues such cure to completion within a reasonable time after receipt of notice, but not in any event to exceed sixty (60) days from the receipt of notice; or (II) if neither termination nor cure are feasible, then Royal Quality Nursing Inc. shall report the violation to the Secretary.
- 5.3 Except as provided in paragraph 5.4 of this Agreement, upon termination of this Agreement for any reason, Independent Contractor shall return or destroy all Protected Health Information that is in the possession of subcontractors or agents of Independent Contractor.
- 5.4 Notwithstanding paragraph 5.3, in the event that Independent Contractor determines that returning or destroying the Protected Health Information is infeasible, Independent Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Independent Contractor maintains such Protected Health Information.



## 6. MISCELLANEOUS

- 6.1 A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended, and for which compliance is required.
- 6.2 The parties agree to take such action as is necessary to amend this Agreement from time to time in order for Royal Quality Nursing Inc. to comply with the requirements of the Privacy Rule or Security Rule.
- 6.3 The respective rights and obligations of Independent Contractor under paragraph 5.4 of this Agreement shall survive the termination of this Agreement.
- 6.4 In the event an ambiguity or question of content or interpretation arises, this Agreement shall be constructed as if drafted jointly by the parties hereto and no presumption or burden of proof arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 6.5 This Agreement may be modified or amended only by a writing signed by both parties. Neither party is relying upon any representations, warranties, assurances or inducements not expressly set forth herein.
- 6.6 Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors and permitted assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- 6.7 This Agreement is incorporated by reference and made a part of any Service Contract. If any terms of this Agreement conflict with or are inconsistent with the terms of any Service Agreement with respect to the subject matter of this Agreement, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf effective as of February 17, 2010. By signing on line below you agree to all information included in the HIPPA Independent Contractor Agreement.

### ROYAL QUALITY NURSING INC.

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

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

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

Principal Address: 223 Riveredge Dr.  
New Castle, DE 19720

### INDEPENDENT CONTRACTOR

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

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

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

Principal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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by applicant and  
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## DELAWARE CHILD PROTECTION REGISTRY REQUEST FORM



Fax or Mail Request to:

DSCYF, OCCL  
Criminal History Unit  
1825 Faulkland Road  
Wilmington, DE 19805  
Phone: 302-892-5800 Fax: 302-633-5191

When requesting Child Protection Registry checks:

- **Allow 15 working days for results to be processed**
- **Do not use a cover sheet**
- **Do not send duplicate requests**
- **Form must be submitted to DSCYF within 90 days of signature date in order to be processed**

### PART I. APPLICANT INFORMATION *(PLEASE PRINT CLEARLY)*

Name: \_\_\_\_\_  
Last First Middle

Other Name(s) used: \_\_\_\_\_ DE Drivers License # \_\_\_\_\_

Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of Birth: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Sex: \_\_\_\_\_ Race: \_\_\_\_\_  
mm / dd / yyyy

Address: \_\_\_\_\_  
(Street) (City) (State) (Zip)

Have you ever been involved in a substantiated case of child abuse or neglect? ☐ Yes ☐ No

If Yes, explain: \_\_\_\_\_

I hereby authorize The Delaware Department of Services for Children, Youth and Their Families to provide the below named agency/organization with all substantiated cases of child abuse or neglect concerning me contained in the Child Protection Registry. I further release the Delaware Department of Services for Children, Youth and Their Families, its officers and employees from any and all claims arising out of or in any way connected to the release or dissemination of any information concerning me.

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

Parent/Guardian Signature (If applicant is under age 18) \_\_\_\_\_

### PART II. AGENCY/ORGANIZATION INFORMATION – *(MUST BE COMPLETED IN ORDER TO PROCESS)*

Please circle only one:

EDUCATION HEALTH CARE FACILITY CHILD CARE OTHER \_\_\_\_\_

Agency Identification Number (if applicable): 372

Requesting Agency Name: Royal Quality Nursing Services, Inc.

Address: 223 Riveredge Drive, New Castle, DE 19720

Phone: (302)-325-3110 Fax: (302)-325-3114 Contact Person: Thelma Aminu

#### DSCYF USE ONLY:

The individual listed above ( \_\_\_ is listed) ( \_\_\_ is NOT listed) on the Delaware Child Protection Registry

Date: \_\_\_\_\_ DSCYF Criminal History Unit \_\_\_\_\_  
L:\CHU\FORMS\CPR FORMS\cpr-combined-merg-shell.doc



**DELAWARE HEALTH & SOCIAL SERVICES**

**Division of Long Term Care Residents Protection**

**Adult Abuse Registry**

**3 Mill Road, Suite 308**

**Wilmington, DE 19806-2164**

**Tel: 302-577-6661 1-877-453-0012 Fax: 302-577-6672**

**AUTHORIZATION TO  
DELAWARE HEALTH AND SOCIAL SERVICES  
DIVISION OF LONG TERM CARE RESIDENTS PROTECTION  
FOR THE RELEASE OF ADULT ABUSE REGISTRY INFORMATION**

**ROYAL QUALITY NURSING SERVICES, INC.**

Employer: \_\_\_\_\_

223 RIVEREDGE DRIVE

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

NEW CASTLE, DE 19720

\_\_\_\_\_  
(302) 325 - 3110 FAX (302) 325 - 3114

I hereby authorize the indicated employer to obtain from the Division of Long Term Care Residents Protection any information concerning me which may be on the Adult Abuse Registry pursuant toll Del. C. § 8564.

APPLICANT

**(Blue or Black Ink Only)**

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

WITNESS

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

fillable and e-sign  
by applicant and  
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## Hepatitis B Declination Form

(only to be used if declining vaccine)

In accordance with OSHA requirements, employers must make hepatitis B vaccinations available at no cost to employees who have an occupational exposure to the hepatitis B virus (HBV). If a practitioner declines to be vaccinated against HBV, he/she must submit a signed declination agreement from his/her employer. Please contact Occupational Safety & Health Administration for additional information.

### Waiver of Hepatitis B Vaccine

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

[56 FR 64004, Dec. 06, 1991, as amended at 57 FR 12717, April 13, 1992; 57 FR 29206, July 1, 1992; 61 FR 5507, Feb. 13, 1996]

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Royal Quality Nursing Representative

\_\_\_\_\_  
Date

fillable and e-sign  
by applicant and  
rqn?

## Direct Deposit Form

Employee Direct Deposit Authorization

### Instructions

Employee: Fill out and return to your employer.

Employer: Save for your files only.

This document must be signed by employees requesting automatic deposit of paychecks and retained on file by the employer. Employees must attach a voided check for each of their accounts to help verify their account numbers and bank routing numbers.

#### Account 1:

Account 1 type:      ☐ Checking      ☐ Savings

Bank routing number (ABA number): \_\_\_\_\_

Account number: \_\_\_\_\_

Percentage or dollar amount to be deposited to this account: \_\_\_\_\_

#### Account 2 (remainder to be deposited to this account):

Account 2 type:      ☐ Checking      ☐ Savings

Bank routing number (ABA number): \_\_\_\_\_

Attach voided check for each account here

### Authorization:

This authorizes Royal Quality Nursing Services, Inc. (the "Company") to send credit entries (and appropriate debit and adjustment entries), electronically or by any other commercially accepted method, to my (our) account(s) indicated below and to other accounts I (we) identify in the future (the "Account"). This authorizes the financial institution holding the Account to post all such entries. I agree that the ACH transactions authorized herein shall comply with all applicable U.S. Law. This authorization will be in effect until the Company receives a written termination notice from myself and has a reasonable opportunity to act on it.

Print name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized signature: \_\_\_\_\_ Employee ID #: \_\_\_\_\_

## Acknowledgment

This is a statement which acknowledges that I have received the Royal Quality Nursing Services, Inc. **Independent Contractor Application** packet. I have read and understand the following requirements (initials required).

- |   |   |
|---|---|
| <input type="checkbox"/> Verification process             | <input type="checkbox"/> Infectious Control         |
| <input type="checkbox"/> Confidential Information         | <input type="checkbox"/> Pay Period/Direct Deposit  |
| <input type="checkbox"/> Anti-discrimination & harassment | <input type="checkbox"/> Payroll Deductions         |
| <input type="checkbox"/> Equal Opportunity                | <input type="checkbox"/> HIPAA Privacy              |
| <input type="checkbox"/> Languages spoken at work         | <input type="checkbox"/> RN Job Description         |
| <input type="checkbox"/> Employment at will               | <input type="checkbox"/> RN Rate List               |
| <input type="checkbox"/> Progressive Discipline           | <input type="checkbox"/> Conflict of Interest       |
| <input type="checkbox"/> Personnel Files                  | <input type="checkbox"/> Paperwork requirements     |
| <input type="checkbox"/> Working Hours                    | <input type="checkbox"/> On-call requirements       |
| <input type="checkbox"/> Attendance & tardiness           | <input type="checkbox"/> Alcohol & Drug policy      |
| <input type="checkbox"/> Bonuses                          | <input type="checkbox"/> Criminal Background policy |
| <input type="checkbox"/> Benefits                         | <input type="checkbox"/> Workers Compensation       |
| <input type="checkbox"/> Orientation                      | <input type="checkbox"/> No smoking policy          |
| <input type="checkbox"/> Inclement weather                | <input type="checkbox"/> Dress code                 |

I understand that I may contact the RQNSI office to request copies of any company policies and procedures that are not included in this packet. I understand that this application represents only a portion of the current policies and that it does not create a contract of employment. As my own Independent Contractor, I will follow the orders, directions, and/or policies as established by RQNSI. I understand that I have the right to terminate my employment at any time, with or without causes or notice, and that the company has the same right. I understand that the information I come into contact with during my employment is proprietary to the company and accordingly, I agree to keep it confidential. This means that I will not use it other than to carry out orders as it pertains to employment with RQNSI. I will comply with the understanding that I am to familiarize myself with the company's safety, health, and emergency procedures as outlined in this application.

By signing below I understand and agree to all information that has been provided to me.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Royal Quality Nursing Representative

\_\_\_\_\_  
Date

fillable and e-sign  
by applicant and  
rqn?