



Compassionate Healthcare Nursing Services  
 5411 Old Frederick Road  
 Baltimore, Maryland 21229, Suite 6

EDUCATION	NAME AND LOCATION	# OF YEARS ATTENDED	YEAR OF GRADUATION?	SUBJECTS STUDIED
Grammar School				
High School				
College				
Nursing School				

Summarize your special skills or qualifications:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Are you licensed in other states besides Maryland? YES \_\_\_ NO \_\_\_

If yes, please list \_\_\_\_\_

Please list any languages you speak besides English \_\_\_\_\_

\_\_\_\_\_

US Military or Naval Service \_\_\_\_\_

\_\_\_\_\_

Present member of National Guard or Reserves? YES \_\_\_ NO \_\_\_

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Former Employers (LIST BELOW LAST FOUR (4) EMPLOYERS STARTING WITH MOST RECENT)

DATE (MO/YR)	NAME & ADDRESS OF EMPLOYER	POPULATION (CIRCLE)	DUTIES
			(Circle) LPN RN CNA
From: To:		Peds (0-12yrs) Adol (12-18yrs) Adults Geriatrics Other	
From: To:		Peds (0-12yrs) Adol (12-18yrs) Adults Geriatrics Other	(Circle) LPN RN CNA
From: To:		Peds (0-12yrs) Adol (12-18yrs) Adults Geriatrics Other	(Circle) LPN RN CNA
From: To:		Peds (0-12yrs) Adol (12-18yrs) Adults Geriatrics Other	(Circle) LPN RN CNA

**References:** Give the names of three persons not related to you, whom you have known at least one year.

	REF #1	REF #2	REF #3
Name			
Address/ Phone #			
Work			
Years Acquainted			

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"I CERTIFY THAT THE FACTS CONTAINED IN THIS APPLICATION ARE TRUE AND COMPLETE THE BEST OF MY KNOWLEDGE AND UNDERSTAND THAT, IF EMPLOYED, FALSIFIED STATEMENT ON THIS APPLICATION SHALL BE GROUNDS FOR DISMISSAL.

I AUTHORIZE INVESTIGATION OF ALL STATEMENTS CONTAINED HEREIN AND THE REFERENCES LISTED ABOVE TO GIVE YOU ANY AND ALL INFORMATION CONCERNING MY PREVIOUS EMPLOYMENT AND ANY PERTINENT INFORMATION THEY MAY HAVE AND RELEASE ALL PARTIES FROM ALL LIABILITY FOR ANY DAMAGE THAT MAY RESULT FROM FURNISHING SAME TO YOU.

I UNDERSTAND AGREE THAT, IF HIRED, MY EMPLOYMENT IS FOR NO DEFINITE PERIOD AND MAY, REGARDLESS OF THE DATE OF PAYMENT OF MY WAGES AND SALARY BE TERMINATED AT ANY TIME WITHOUT PRIOR NOTICE AND WITHOUT CAUSE."

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

DO NOT WRITE BELOW THIS LINE

INTERVIEWED BY \_\_\_\_\_ DATE \_\_\_\_\_

REMARKS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NEATNESS \_\_\_\_\_ ABILITY \_\_\_\_\_

HIRED yes \_\_\_\_\_ no \_\_\_\_\_ POSITION \_\_\_\_\_ DEPT. \_\_\_\_\_

SALARY/WAGE \_\_\_\_\_ DATE REPORTING TO WORK \_\_\_\_\_

APPROVED 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_  
EMPLOYMENT MANAGER DEPT. HEAD GENERAL MANAGER

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**CONSENT/DECLINE FORM FOR HEPATITIS B VACCINATION**

CHNS, Inc., the agency I contract with, has provided me education about the Hepatitis B vaccine. I understand the effectiveness of the vaccine, the risk of contracting Hepatitis B due to exposure to blood and other potential infectious materials while working at the various sites that CHNS, Inc. are currently under contract to service with staffing needs and the importance of taking active steps to reduce the risk.

I currently choose of my own free will, to hereby DECLINE/CONSENT being given the Hepatitis B vaccine. I do understand that if I decline the vaccination in the future I may receive it.

\_\_\_\_\_  
*Employee Name*      = [I      7      *Date*

\_\_\_\_\_  
*Employee Signature*      *Date*

\_\_\_\_\_  
*Employee Address*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Date*

NOTE: Maintain this record for duration of employment plus 30 years.

## INDEPENDENT CONTRACTOR AGREEMENT

Compassionate Healthcare Nursing Services, Inc. ("**CHNS**") desires to engage and contract for the services of the undersigned ("**Independent Contractor**") to perform certain tasks as set forth herein. Independent Contractor desires to enter into this Independent Contractor Agreement (this "**Agreement**") and perform as an independent contractor for CHNS and is willing to do so on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Engagement.** Independent Contractor is hereby engaged by CHNS for purposes of providing one or more of the following contractual services for, or on behalf of, CHNS:

Nursing Care Provider     Registered Nurse Supervisor     Nursing Trainer

2. **Independent Contractor Status.** This Agreement does not constitute a hiring by either party. It is the parties' intention that Independent Contractor shall have independent contractor status and not be an employee for any purposes, including, without limitation, the application of the Federal Insurance Contribution Act, the Social Security Act, the provisions of the Internal Revenue Code, all state rules and regulations relating to income tax withholding at the source of income, and all other benefits and third party liability claims. This Agreement shall not be considered or construed to create a partnership or joint venture, and CHNS shall not be liable for any obligations incurred by Independent Contractor unless specifically authorized in writing.
3. **Taxes.** Consistent with the foregoing, Independent Contractor recognizes and understands that he/she will receive an IRS 1099 statement and related tax statements, and will be required to file individual and/or corporate tax returns and to pay taxes in accordance with all provisions of applicable federal and state law. CHNS will not be responsible nor held liable for any federal, state or other such tax deductions.
4. **Waiver of Benefits.** Independent Contractor hereby waives and foregoes the right to receive any benefits given by CHNS to its regular employees, including, but not limited to, health benefits, family, vacation and sick leave benefits, profit sharing plans, pension benefits, overtime, pay bonuses, tuition reimbursement, unemployment insurance or professional liability insurance. This waiver is applicable to all benefits (other than payment for services rendered) which might otherwise be found to accrue to Independent Contractor by virtue of his/her services for, or on behalf of, CHNS,

and is effective for the entire duration of Independent Contractor's relationship with CHNS. This waiver is effective independently of Independent Contractor's employment status as adjudged for taxation purposes or for any other purpose.

5. **Confidentiality.** Independent Contractor hereby acknowledges that CHNS has made, or may make, available to Independent Contractor certain client or patient lists, client or patient information, and other confidential and/or proprietary information of, or licensed to CHNS or its patients and clients (collectively, the "**Confidential Material**"). Independent Contractor acknowledges that the Confidential Material has independent economic value, actual or potential, that is not generally known to the public or to others who could obtain economic value from its disclosure or use, and that the Confidential Material is subject to a reasonable effort to maintain its secrecy or confidentiality. Except as essential to Independent Contractor's obligations under this Agreement, Independent Contractor shall not (i) make any disclosure of the terms of this Agreement or of any Confidential Material or (ii) use the Confidential Material for any purpose. Except as essential to Independent Contractor's obligations pursuant to his/her relationship with CHNS hereunder, Independent Contractor shall not make any duplication or other copy of any Confidential Material. Independent Contractor shall not remove any Confidential Material from CHNS or from the home of any CHNS client or patient without prior written authorization from CHNS. Independent Contractor further acknowledges and agrees that disclosure or use of the Confidential Material prohibited hereunder specifically includes disclosure of any information for purposes of identifying any CHNS client or patient, regardless of whether such disclosure or use includes the name of such CHNS client or patient. The confidentiality provisions of this Section 5 shall remain in effect during the term of this Agreement and for a period of *one year* thereafter, notwithstanding that this Agreement may have been terminated.
6. **Restrictions Regarding Existing Clients.** Independent Contractor shall not, during the term of this Agreement and for a period of *one year* thereafter, either directly or indirectly, call on, solicit, or take away, or attempt to call on, solicit or take away, any patient or client of CHNS to whom Independent Contractor provided services, or became acquainted, during Independent Contractor's relationship with CHNS (each, an "**Existing Client**"), either for his/her own benefit, or for the benefit of any other person, firm, company, corporation, organization or other entity. In addition, Independent Contractor shall not, either as an independent contractor, an employee or otherwise, provide any services, either directly or indirectly, to any Existing Client for a period of *one year* following the termination of this Agreement.
7. **Non-Recruitment.** Independent Contractor shall not, during the term of this Agreement and for a period of *one year* immediately following termination, either directly or indirectly, recruit any CHNS' employee or any other individual or entity

providing services for, or on behalf of CHNS, for the purpose of any business that is not CHNS business.

8. **Return of Property.** Upon termination of this Agreement, or whenever requested by CHNS, Independent Contractor shall immediately deliver to CHNS any Confidential Material and all other property in Independent Contractor's possession, or under his/her care and control, belonging to CHNS.
  
9. **Legal Compliance and Adherence to CHNS Policies and Procedures.** Independent Contractor is required to treat all CHNS employees, patients, clients, business partners and other affiliates responsibly and with respect. Independent Contractor agrees to adhere to all CHNS' policies and procedures. Independent Contractor is required to comply with all laws governing his/her profession, licensing requirements and any other laws or regulations that are necessary in connection with Independent Contractor's provision of services hereunder. In accordance with the foregoing, Independent Contractor hereby agrees to (i) keep current his/her nursing or CNA license, CPR certification, and PPD or chest X-ray and (ii) refrain from providing more than sixteen (16) hours of services to any CHNS patient or client or to any other person(s) within a twenty-four (24) hour period. Failure to comply with the foregoing shall result in temporary or permanent removal from any and all current and/or future assignments, at the sole discretion of CHNS.
  
10. **Malpractice Insurance.** Independent Contractor is required to have and maintain malpractice insurance reasonably acceptable to CHNS. If Independent Contractor does not have such insurance prior to the commencement of an assignment with CHNS, Independent Contractor hereby authorizes CHNS to submit the application attached hereto as **Attachment A** (completed and executed by Independent Contractor in connection with, and pursuant to, the terms of this Agreement) on behalf of Independent Contractor and obtain the corresponding malpractice insurance policy on Independent Contractor's behalf. Independent Contractor acknowledges and agrees that the cost of such policy shall be deducted from the initial payment to Independent Contractor for services rendered hereunder immediately following CHNS' obtainment of such insurance policy on behalf of Independent Contractor.
  
11. **Indemnification.** Independent Contractor shall defend, indemnify and hold harmless CHNS from any and all damages, expenses or liability resulting from, or arising out of, any negligence or misconduct on the part of Independent Contractor, or from any breach or default of this Agreement which is caused or occasioned by the acts or omissions of Independent Contractor.



12. **Compensation.** Independent Contractor shall be entitled to compensation for the services provided hereunder strictly for his/her hours worked at the rate of \$\_\_\_\_\_ per hour.
13. **Term and Termination.** The term of this Agreement shall commence on the date this Agreement is executed by both parties as set forth below and shall remain in effect until Independent Contractor ceases (for any reason) to provide the services contemplated hereunder. Notwithstanding the foregoing, this Section 13 and Sections 2, 3, 4, 5, 6, 7, 8, 11, 14, 16 and 17 shall survive the termination or expiration of this Agreement.
14. **Attorneys' Fees.** In the event any litigation, arbitration, mediation or other proceeding (collectively, "**Proceeding**") is initiated by any party against the other party to enforce, interpret or otherwise obtain judicial or quasi-judicial relief in connection with this Agreement, the prevailing party in such Proceeding shall be entitled to recover from the unsuccessful party all costs, expenses and actual attorneys' fees relating to or arising out of (i) such proceeding, whether or not such proceeding proceeds to judgment, and (ii) any post-judgment or post-award proceeding, including, without limitation, one to enforce any judgment or award resulting from any such Proceeding.
15. **Modification and Waiver.** Any modification of this Agreement shall be effective only if it is in writing and executed by both parties. Any waiver of a default under this Agreement must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. A consent or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.
16. **Representations and Prior Understandings.** Each party acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, is intended as a final expression of the agreement of the parties with respect to the terms included in this Agreement, and supersedes all negotiations, stipulations, understandings, agreements, representations and warranties, if any, which precede or accompany the execution of this Agreement.
17. **Miscellaneous.** Each party has reviewed and had the opportunity to revise this Agreement. Each party has had the opportunity to have legal counsel review this

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Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way. This Agreement is to be construed pursuant to the laws of the state of Maryland without reference to the conflicts of laws principles thereof. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Independent Contractor hereby acknowledges that he/she has received a signed copy of this Agreement.

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IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of  
this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_.  
(date) (month)

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

\_\_\_\_\_  
CHNS Representative Signature

\_\_\_\_\_  
Independent Contractor Printed Name

\_\_\_\_\_  
CHNS Representative Printed Name

Office: (410) 719-0672  
Fax: (410) 719-0673

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**EMPLOYMENT VERIFICATION AND REFERENCE REQUEST**

Employer: \_\_\_\_\_ Address: \_\_\_\_\_  
 Phone #: \_\_\_\_\_ State, ZIP: \_\_\_\_\_

**RELEASE OF INFORMATION**

I, \_\_\_\_\_, hereby authorize the release of any information concerning my  
 \_\_\_\_\_  
 APPLICANT NAME  
 previous employment to Compassionate Health Care Nursing Services.

SIGNATURE OF APPLICANT

DATE OF SIGNATURE

I. Verification of Employment

- (1) Title and position of applicant during employment with your company: \_\_\_\_\_  
 (2) Approximate hours/week applicant worked: \_\_\_\_\_  
 (3) Date Hired: \_\_\_\_\_ Date Left: \_\_\_\_\_  
 (4) Would you rehire? YES NO  
 (5) Did this applicant work with pediatric patients? YES NO

SIGNATURE OF PERSON COMPLETING EMPLOYMENT VERIFICATION

II. Reference Check

Applicant's Work Performance (Please check each item below)

Item	Excellent	Good	Fair	Poor	N/A
Quality of work performed					
Quantity of work produced					
Relationships with customers and coworkers					
Punctuality					
Attendance					
Professional conduct					

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF INDIVIDUAL COMPLETING FORM

DATE OF SIGNATURE

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 5411 Old Frederick Road  
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**EMPLOYMENT VERIFICATION AND REFERENCE REQUEST**

Employer: \_\_\_\_\_ Address: \_\_\_\_\_  
 Phone #: \_\_\_\_\_ State, ZIP: \_\_\_\_\_

**RELEASE OF INFORMATION**

I, \_\_\_\_\_, hereby authorize the release of any information concerning my  
APPLICANT NAME  
 previous employment to Compassionate Health Care Nursing Services.

\_\_\_\_\_  
 SIGNATURE OF APPLICANT

\_\_\_\_\_  
 DATE OF SIGNATURE

I. Verification of Employment

- (1) Title and position of applicant during employment with your company: \_\_\_\_\_  
 (2) Approximate hours/week applicant worked: \_\_\_\_\_  
 (3) Date Hired: \_\_\_\_\_ Date Left: \_\_\_\_\_  
 (4) Would you rehire? YES NO  
 (5) Did this applicant work with pediatric patients? YES NO

\_\_\_\_\_  
 SIGNATURE OF PERSON COMPLETING EMPLOYMENT VERIFICATION

II. Reference Check

Applicant's Work Performance (Please check each item below)

Item	Excellent	Good	Fair	Poor	N/A
Quality of work performed					
Quantity of work produced					
Relationships with customers and coworkers					
Punctuality					
Attendance					
Professional conduct					

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 SIGNATURE OF INDIVIDUAL COMPLETING FORM

\_\_\_\_\_  
 DATE OF SIGNATURE

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I, \_\_\_\_\_, hereby release any and all prior employers or current employers from liability or claims arising out of the provision of information about my employment with such employer. I hereby waive any cause of action I might otherwise have against such employer arising out of the provision of information concerning my employment.

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**CONSENT & AUTHORIZATION FOR RELEASE OF INFORMATION**

By signing the release below, I hereby authorize CJIS( Criminal Justice Information System), to contact any and all corporations, former employers, credit agencies, educational institutions, law enforcement agencies, city, state, county, and federal courts, military services to release information about my background including, but not limited to, information about employment, education, consumer credit history, driving record, criminal record and general public records history to:

Compassionate Healthcare Nursing Agency, 5411 Old Frederick Rd. Ste #6, Balto., MD 21229.

I release CJIS, their respective employees, agents and government agencies providing information or reports about me, from any and all liability arising out of the release of any such information or reports from all liability, including all persons, companies, schools supplying such information. I release CJIS against any liability, which may result from making such requests. This release shall remain in effect for the length of my employment. I understand and I may have a right to request additional disclosures regarding the nature and scope of the investigation. I believe to the best of my knowledge that all information I have provided is accurate, true and correct and that I fully understand the terms of this release.

**Name** \_\_\_\_\_

(Please print)

\_\_\_\_\_  
**Signature of Applicant**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Witness**