



**MedSide**  
healthcare

P.O. Box 190996

Atlanta, GA 31119

Telephone: (404) 633-7433

Fax: (888) 633-7430

**AUTHORIZATION to REQUEST RECORDS**

<u>Last Name</u>	<u>First Name</u>	<u>Middle Name</u>	<u>Social Security Number</u>
<u>Date of Birth (mm/dd/yyyy)</u> / /	<u>Race</u>	<u>Sex</u>	<u>Driver's License</u> State / Number
<u>Current Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
<u>Previous Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>

Within the last seven years, have you been convicted of a misdemeanor, other than a minor traffic infraction, or a felony?  Yes  No

If YES, please explain:

Please list any prior criminal or civil convictions or traffic violations, no matter what the final disposition (i.e. felony, misdemeanor, etc.). Prior convictions do not automatically disqualify an applicant from employment.

<u>Year</u>	<u>City / State</u>	<u>Conviction / Traffic Violation</u>	<u>Final Disposition</u>

I authorize MedSide Home Health Care Services to request records pertaining to my criminal history, driving record, education background, and exclusion from participating in federal reimbursement programs. I understand that MedSide will not knowingly hire any individual that has ever been shown by credible evidence to have abused, neglected, sexually assaulted, exploited, or deprived any person, or subjected any person to serious injury as a result of intentional or grossly negligent misconduct. I further understand that any false statements on this authorization are grounds for disqualification from employment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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### AUTHORIZATION to REQUEST RECORDS

MedSide may request from time to time, or has decided to request, consumer reports in connection with your eligibility for hire or continued employment as a MedSide employee. Any information contained in such reports may be taken into consideration in evaluating your suitability for employment, promotion, reassignment, or retention as an employee. Such reports, if obtained, will be prepared by a consumer reporting agency and may contain information concerning your credit standing or worthiness, character, general reputation, personal characteristics, or mode of living. The types of reports that may be requested include, but are not limited to, credit reports, motor vehicle records, criminal records checks, court records checks, and/or summaries of educational and employment records and histories. By signing below, you authorize the Agency to investigate thoroughly your references, work record, education and other matters related to your suitability for employment and continuing employment and you further authorize the references you have listed in the Employment Application to disclose to the Agency any and all letters, reports and other information related to your work records.

If the Agency intends to take any adverse action with regard to your eligibility for hire or continued employment as a MedSide employee based entirely, or in part, on the information contained in a consumer report prepared by a consumer reporting agency, the Agency will notify you as to the basis of that action and will give you a copy of the report, as well as a summary of your applicable rights, before any adverse action is taken. You also have the right to request more information regarding the nature and scope of the investigation or the reports.

Your signature below reflects that you have carefully read and understand this notice and authorize the release of consumer reports, as described above, to MedSide.

To be used for informational purposes only:

\_\_\_\_\_  
Print Name of Applicant or Employee

\_\_\_\_\_  
Date of Birth

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

\_\_\_\_\_  
Applicant or Employee Signature

\_\_\_\_\_  
Date



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### CONSENT TO PHOTOGRAPH

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>MIDDLE INITIAL</u>	<u>SOCIAL SECURITY NUMBER</u>

I, \_\_\_\_\_ hereby authorize the MedSide staff or other designated person(s) to take pictures of me alone and/or with a group.

I am an Employee or Contractor of MedSide Corporation, and I agree that during and after my employment, MedSide may use and publish my name, picture or voice, including a video or sound recordings and broadcasts, for purposes relating to its business, without further permission by or compensation to me. This form of advertisement includes but is not limited to Internet website, newspaper ads, educational and promotional materials.

I understand that I have the right to refuse to participate in any form of corporate advertisement and may cancel this agreement at any time per my written request.

*If group pictures have been taken, MedSide reserves the right to use them for the purposes relating to its business until replacements are available.*

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date



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POST-OFFER HEALTH SCREEN

<u>Last Name</u>	<u>First Name</u>	<u>Middle Name</u>	<u>Date of Birth</u> (mm/dd/yyyy)
<u>Height</u>	<u>Weight</u>	<u>Sex</u>	<u>Age</u>
<u>Emergency Contact Name</u>	<u>Emergency Contact Relationship</u>	<u>Emergency Contact Phone#</u>	<u>Emergency Contact Alternate Phone #</u>

By completing this form, I am verifying that the above named company has presented a conditional job offer to me.

If you indicate that you have any of the below conditions, or if you answered YES to questions #3 - #12, please explain on the next page:

MEDICAL HISTORY (check all that apply):  NO KNOWN MEDICAL CONDITIONS

- High Blood Pressure / HTN
- COPD / Pulmonary Disease
- Asthma
- Skin Disease
- Sickle Cell Anemia
- Broken Bones
- Migraine Headaches
- Joint Pain / Arthritis
- Lower Back Pain
- Cancer
- CHF
- Endocrine Disease
- Skin Lesions
- Glaucoma
- Knee Problems
- Fainting / Dizziness
- Multiple Sclerosis
- Tuberculosis
- Mental Illness
- Kidney Disease
- Epilepsy
- Hepatitis A
- Hepatitis B
- Hepatitis C
- Tendonitis
- Parkinson's Disease
- Seizures
- Diabetes or Hypoglycemia
- Repetitive Motion Disorder
- Blindness / Color Blindness
- Drug / Alcohol Dependency
- Hernia or Rupture
- Head Injury
- Varicose Veins
- Hemophilia
- Other: \_\_\_\_\_

1. Do you have hearing loss? Partial?  Yes  No
2. Do you require glasses to read or drive?  Yes  No
3. Do you have any serious wrist problems including Carpal Tunnel Syndrome?  Yes  No
4. Do you have neck or back pain or problems?  Yes  No
5. Have you ever received medical treatment for your neck or back?  Yes  No
6. Do you have any permanent condition that constitutes 20% impairment?  Yes  No
7. Do you or have you within the last year participate in recreational drug use?  Yes  No
8. Have you ever participated in a drug abuse treatment program?  Yes  No

## TUBERCULOSIS SCREEN

- |   |                              |                             |                                 |
|---|------------------------------|-----------------------------|---------------------------------|
| Have you ever had a positive reaction to PPD?<br><i>If YES, did you receive a prophylactic treatment?</i> | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |
| Have you ever been diagnosed with Tuberculosis?<br><i>If YES, were you treated?</i>                       | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |
| Have you ever had a chest x-ray to test for Tuberculosis?<br><i>If YES, was it ever positive?</i>         | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |
| Have you ever taken the BCG vaccine?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |

**TB QUESTIONNAIRE** (check any symptoms that you have had within the last year):

- |   |   |
|---|---|
| <p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/> Cough lasting more than 1 week</p> <p><input type="checkbox"/> <input type="checkbox"/> Coughing up blood or blood-tinged sputum</p> <p><input type="checkbox"/> <input type="checkbox"/> Loss of appetite</p> <p><input type="checkbox"/> <input type="checkbox"/> Unexplained weight loss</p> <p><input type="checkbox"/> <input type="checkbox"/> Exposure to Tuberculosis</p> <p><input type="checkbox"/> <input type="checkbox"/> Difficulty breathing</p> <p><input type="checkbox"/> <input type="checkbox"/> Shortness of breath</p> <p><input type="checkbox"/> <input type="checkbox"/> Other: _____</p> | <p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/> Weakness</p> <p><input type="checkbox"/> <input type="checkbox"/> Fatigue</p> <p><input type="checkbox"/> <input type="checkbox"/> Fever</p> <p><input type="checkbox"/> <input type="checkbox"/> Chills</p> <p><input type="checkbox"/> <input type="checkbox"/> Malaise</p> <p><input type="checkbox"/> <input type="checkbox"/> Chest pains</p> <p><input type="checkbox"/> <input type="checkbox"/> Night sweats</p> |
|---|---|

I certify that I have answered these questions honestly to the best of my knowledge.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

PPD ADMINISTRATION

- See Attached Record     Not Applicable (*Specify Reason In Comments*)

*The PPD skin test is a method used to diagnose tuberculosis. The PPD test causes mild side effects that occur at a low frequency. The reactions may include pruritus, discomfort, redness, and rash and rarely vesiculation, ulceration, and necrosis at the test site. These symptoms may occur within 12 hours of testing. There is a possibility that within 24 hours of the PPD administration that angioedema, upper respiratory stridor, dyspnea, skin rash, and urticaria occur. I have read the above information and have had a chance to ask questions. I release MedSide and it's affiliates from the responsibility of any reaction resulting from the injection. I authorize a qualified MedSide representative to administer the PPD injection to me.*

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Lot #: \_\_\_\_\_

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

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

Placement:     Right Forearm                       Left Forearm

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

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

Results:     Negative                       Positive

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

Clearance to work:     Yes     No

CHEST X-RAY INFORMATION

- See Attached Record     Not Applicable

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

Clearance to work:     Yes     No

\_\_\_\_\_  
Director of Nursing or Designee Signature

\_\_\_\_\_  
Date

9. Do you have a psychoneurotic disability following confinement for treatment in a recognized medical or mental institution for a period in excess of 6 months?  Yes  No
10. Do you have any condition or have you sustained any injury that would have an effect on your capacity to perform the duties of this position without reasonable accommodations?  Yes  No
11. Have you ever been injured on the job, or filed a claim under Worker's Compensation?  Yes  No
12. Have you ever been unable to hold a job because of any medical condition?  Yes  No

EXPLANATIONS TO THE ABOVE STATEMENTS:

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VACCINATION HISTORY (check all that apply):  NO KNOWN VACCINATIONS  
 MMR  DT/DTP  Influenza  Hepatitis B  Varicella  Pneumococcal  BCG

ALLERGIES (check all that apply\*):  NO KNOWN ALLERGIES  
 Medications  Foods  Animals  Latex  Environmental (dust / pollen)  
 Other \_\_\_\_\_

Please explain any checked items, including the reaction to the allergen: \_\_\_\_\_

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\* Please note that it is the employee's responsibility to report any allergens that they may encounter while in the client's home. It is the employee's responsibility to take necessary precautions when allergens are present and to notify his or her supervisor promptly if additional action is necessary.

MEDICATIONS / DRUG USE (check all that apply):  NO MEDICATION / DRUG USE  
 Tobacco  Alcohol  Narcotics  Sedatives  Stimulants  Other Medications \_\_\_\_\_

Please explain any checked items: \_\_\_\_\_

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I certify that I have answered these questions honestly to the best of my knowledge.

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

\_\_\_\_\_  
Director of Nursing or Designee Signature Date



## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is entered into as of this \_\_\_\_th day of \_\_\_\_\_ 2014 (the "Effective Date") by and between **MedSide Corporation**, a Georgia corporation, for and on behalf of itself, and its present and future affiliates and subsidiaries, if any (the "Company") and \_\_\_\_\_ ("Intern").

**Background.** Intern is currently interning, or upon execution of this Agreement will be interning, with the Company. In this position, Intern has or will have access to Trade Secrets and Confidential Information and frequent opportunity for contact with present and potential customers, patients, and/or referral sources of the Company. In consideration of the foregoing and the mutual covenants and agreements contained in this Agreement, the Company and Intern covenant and agree as follows:

**1. Confidentiality.** In the course of Intern's internship with the Company, Intern has had access to and will have access to the Company's most sensitive and most valuable trade secrets, proprietary information, and confidential information concerning the Company, its present and future business plans, pricing information, development projects, clients, patients and business affairs which constitute valuable business assets of the Company. The Company has invested and will continue to invest considerable effort and expense in the development of and provision of services, and has taken steps and will continue to take steps necessary to protect the secrecy of the Confidential Information and Trade Secrets of the Company.

(a) Intern acknowledges and agrees that Intern's position with the Company will afford Intern an opportunity to access Confidential Information and Trade Secrets of the Company which are not generally available to the public. The misappropriation, unauthorized use or disclosure of such Confidential Information and Trade Secrets would cause irreparable harm to the Company. Intern recognizes and agrees that the Company must take reasonable steps to safeguard the confidentiality of such information.

(b) For purposes of this Agreement:

(i) The term "Trade Secrets" means information of the Company, without regard to form, including, but not limited to, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, discoveries, developments, designs, financial data, financial plans, product plans, technical documentation and specifications, or lists of actual or potential clients, client schedules, patients or suppliers which: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(ii) The term "Confidential Information" as used in this Agreement means confidential or proprietary information of the Company, other than Trade Secrets, of value to the Company (including but not limited to, that information held by a court of competent jurisdiction to not rise to the level of a Trade Secret).

(c) Intern agrees to hold the Confidential Information and Trade Secrets in a fiduciary capacity for the benefit of the Company and shall not directly or indirectly use or disclose, except



as authorized by the Company, any Confidential Information and Trade Secrets that Intern may have or acquire (whether or not developed or compiled by Intern).

(d) Intern agrees that during internship with the Company and following cessation of internship with the Company for any reason Intern shall not directly or indirectly divulge or make use of any Confidential Information or Trade Secrets, so long as the information remains Confidential or a Trade Secret, without the prior consent of the Company. Intern further agrees that if Intern is questioned about information subject to this agreement by anyone not authorized to receive such information, Intern will promptly notify Intern's supervisor(s) or an officer of the Company.

**2. Intentionally Omitted**

**3. Intentionally Omitted**

**4. Intentionally Omitted**

**5. Return of Company Property.** Intern agrees not to remove any Company property from the Company's premises, except when authorized by the Company. Intern agrees to return all the Company's property at the time of termination of internship, unless that is not reasonably practical and if that is not reasonably practical then Intern agrees to return all of the Company's property no later than 5 days following the termination of Intern's internship for any reason. Such property includes, but is not limited to, the original and any copy (regardless of the manner in which it is recorded) of all information provided by the Company to Intern or which Intern has developed or collected in the scope of Intern's internship, as well as all Company-issued equipment, supplies, accessories, vehicles, keys, instruments, tools, credit cards, devices, computers, disks cell phones, pagers, blackberries, materials, documents, plans, records, notebooks, drawings, or papers. After termination of Intern's internship for any reason, Intern agrees to not attempt access to any company database, emails or other Company systems. Intern further agrees that all property situated on the Company's premises and owned, leased, or licensed by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by personnel of the Company at any time with or without notice.

**6. Intentionally Omitted**

**7. Reasonableness; Remedies.** The restrictions contained in Sections 1, 2, 3, 4 and 5 of this Agreement are considered by the parties hereto to be fair and reasonable and necessary for the protection of the legitimate business interests of the Company. Intern agrees that the Company will or would suffer irreparable injury if Intern were to violate any of the provisions of Sections 1, 2, 3, 4 and 5 and that in the event of an actual or threatened breach by Intern of those provisions, the Company shall (in addition to all other rights and remedies available to it, including, without limitation, recovery of damages from Intern) be entitled to an immediate injunction restraining Intern from such breach.

**8. Severability.** Sections 1, 2, 3, 4 and 5 of this Agreement are separate and independent covenants, and the invalidity or unenforceability of one or more of these provisions or covenants shall not affect the validity or enforceability of the remaining provisions or of the other covenants of this Agreement. If any covenant contained in this Agreement is deemed void or unenforceable, the void or unenforceable covenants shall be redrafted or otherwise modified to make such covenants valid and/or enforceable.

### **9. Intentionally Omitted**

**10. Third Party Relationships and Information.** Intern represents and warrants that Intern's execution of and performance of this Agreement will not violate or impair any other obligations of Intern, whether under an internship, consulting or confidentiality agreement or otherwise. Without the Company's consent, Intern shall not use any proprietary information of any other party in connection with Intern's internship with the Company. Intern shall immediately advise the Company in the event of a breach or potential breach of this provision or of the breach or potential breach of any agreement to which Intern is a party, or is otherwise bound, which prohibits the disclosure and/or use of such proprietary information by Intern.

### **11. Miscellaneous.**

(a) This Agreement shall inure to the benefit of and be binding upon any successor in interest of the Company, whether by merger, consolidation, transfer of all or substantially all of the Company's assets, assignment or otherwise. The Company shall have the right to assign or otherwise transfer its rights hereunder to any successor in interest, whether by merger, consolidation, sale of assets, or otherwise.

(b) The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interests of the Company.

(c) This Agreement constitutes the entire agreement between the Company and Intern with respect to the subject matter of this Agreement and supersedes any prior agreements or understandings, whether oral or written, between the Company and Intern with respect to such subject matter. No amendment or waiver of this Agreement or any provision hereof shall be effective unless in a writing signed by both of the parties.

(d) This Agreement is entered into in, and shall be governed by and construed under the laws of, the State of Georgia. Any litigation arising under this Agreement shall be brought exclusively in state or federal court of competent jurisdiction located in Fulton County, Georgia and the parties hereto expressly consent to personal jurisdiction and venue with regard to such courts.

(e) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, Intern and the Company have executed and delivered this Agreement and intend to be bound on the Effective Date.

**MedSide Corporation**

By:

Name (Print):

Title:

Date:

**Intern:**

By:

Name:

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