

# EMPLOYMENT AND EDUCATION

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

**EMPLOYMENT AND EDUCATION**

**Welcome Applicant**

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

Thank you for your interest in applying for a position at Cymatex Consults LLC  
The application must be filled out entirely before being considered for a position.

Please attach copies of the following documents:

1. Resume (for LPN and RN)
  2. A basic health screening, including Tuberculosis screening
  3. Driver’s License or State approved Identification Card
  4. Social Security Card/Passport
  5. Tax ID Letter and EIN
  6. First Aid/CPR
  7. Professional Certification.
  8. Criminal Background Check Report – (request for authorization #)
  9. Salary Payment method: Please note that we will either pay by check or Direct Deposit; One week after the end of each pay-period
- Once your application is completed with the items above attached, your application will be reviewed to see if you qualify for the position you applied for. You will then be scheduled for an interview.

**For Office Use Only**

New Hire Check List: Date Completed \_\_\_\_\_

<b>For Office Use:</b> New Hire Check List:		Check as completed	Reviewer Sign:
	Documents provided by the Agency		In-Person Interview
	Employment Application		Skill Assessment
	Previous Employments		Training
	Professional Reference (2)		Annual Evaluation
	Disclaimer and Signature		Salary Payment Method
	Release of Information		Form I9
	Employment Reference Form		Tax Withholding Form
	Permission For PPD Test		
	Employee Acknowledgement of Hand note		
	In-Service Requirement		<b>Documents provided by the applicant</b>
	Drug and alcohol policy		Professional Certification: Exp Date
	Policy and Procedure Agreement		Physical Exam (included: PPD/Chest X-Ray & MMR)
	Character Reference (2)		First Aid/CPR: Exp Date
	Hepatitis B Vaccination Acknowledgement		Social Security Card/Passport
	Record of Hepatitis B Vaccination or Declination		Driver’s License/State ID: Exp Date
	Signed Job Description		Tax ID Letter and EIN
	Employer/Employee (Contractor-Client Agreement)		Criminal Background Check Report
	Non-Compete Agreement		Covid 19 vaccination Card or letter of exemption
	Confidentiality Agreement		Others (Please specify)

## EMPLOYMENT AND EDUCATION

### APPLICATION FOR EMPLOYMENT

(Please print clearly, all field must be filled, or write N/A, where applicable)

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

Address: \_\_\_\_\_ Apt # \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address \_\_\_\_\_  SSN /  ITIN \_\_\_\_\_

Business Name (if different from your name): \_\_\_\_\_ EIN: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Gender:  Male  Female  Not Indicated

**In Case of Emergency, please notify:**

1. Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_ Phone # \_\_\_\_\_

2. Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_ Phone # \_\_\_\_\_

#### Information About the Position You are Applying for:

Position Applying for Check One:  CMT  HHA  GNA/CNA  LPN  RN  Office Staff

Type of Employment (check all that apply):  Full -Time  Part Time  Temporal  On-Call

Shift of Availability (check all that apply):  Mornings  Afternoon  Nights  Weekends

Hours of Availability (check all that apply):  10a-6p  7a-3p  3-11pm  11p-7a  7a-7pm  other \_\_\_\_\_

Days Interested to Work (check all that apply)  Mon  Tue  Wed  Thur  Fri  Sat  Sun

• Languages Spoken other than English: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

• Current pay \_\_\_\_\_ \$/hour; How much are you asking \_\_\_\_\_ \$/hour; Approved \$/hr. \_\_\_\_\_

• Have you ever been convicted of a crime?  No:  Yes: if yes, pls explain \_\_\_\_\_

• Do you have any medical problems which prohibit the essential functions of the position you are applying for?

No  Yes: if yes, pls explain: \_\_\_\_\_

#### Education:

Type of Degree Earned	<input type="checkbox"/> High School Diploma	<input type="checkbox"/> GED	<input type="checkbox"/> College	<input type="checkbox"/> Graduate School
Additional Training			Diploma/Degree?	<input type="checkbox"/> Yes <input type="checkbox"/> No
School Name			Graduation Year	
School Address				
Course of Study			Degree	

#### License/Certification Verification

1. Type: \_\_\_\_\_ License/Certification # \_\_\_\_\_ State \_\_\_\_\_ Expiration \_\_\_\_/\_\_\_\_  
(CMT, CNA, LPN, RN) MM YYYY

2. Type: \_\_\_\_\_ License/Certification # \_\_\_\_\_ State \_\_\_\_\_ Expiration \_\_\_\_/\_\_\_\_  
(CMT, CNA, LPN, RN) MM YYYY

**Has your professional License/Certification ever been suspended, revoked or gone under investigation?**

No  Yes, If Yes, please explain: \_\_\_\_\_

## EMPLOYMENT AND EDUCATION

### Previous Employment: (begin with most recent one)

1. Company: \_\_\_\_\_ Company Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Dates of Employment (month and year): Start \_\_\_\_\_ End \_\_\_\_\_

Position or Job Title: \_\_\_\_\_ Beginning Salary: \_\_\_\_\_ Ending: \_\_\_\_\_

Describe your current job: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Telephone: \_\_\_\_\_

Reason for Leaving: \_\_\_\_\_

May we contact your previous supervisor for a reference?  No  Yes If No, please explain: \_\_\_\_\_

2. Company: \_\_\_\_\_ Company Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Dates of Employment (month and year): Start \_\_\_\_\_ End \_\_\_\_\_

Position or Job Title: \_\_\_\_\_ Beginning Salary: \_\_\_\_\_ Ending: \_\_\_\_\_

Describe your current job: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Telephone: \_\_\_\_\_

Reason for Leaving: \_\_\_\_\_

May we contact your previous supervisor for a reference?  No  Yes If No, please explain: \_\_\_\_\_

3. Company: \_\_\_\_\_ Company Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Dates of Employment (month and year): Start \_\_\_\_\_ End \_\_\_\_\_

Position or Job Title: \_\_\_\_\_ Beginning Salary: \_\_\_\_\_ Ending: \_\_\_\_\_

Describe your current job: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Telephone: \_\_\_\_\_

Reason for Leaving: \_\_\_\_\_

May we contact your previous supervisor for a reference?  No  Yes If No, please explain: \_\_\_\_\_

**EMPLOYMENT AND EDUCATION**

**Professional References**

Please furnish the names and addresses of two professional references to

Applicant Name \_\_\_\_\_  
First Middle Last

**Applicants provide Reference**

Reference #1. First Name: \_\_\_\_\_ Last Name \_\_\_\_\_  
Address: \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_  
Phone #: \_\_\_\_\_

**For Office Use Only**

Professional Reference Spoken to \_\_\_\_\_ Date \_\_\_\_\_  
Comments: \_\_\_\_\_  
Verified by: \_\_\_\_\_ Sign: \_\_\_\_\_

**Applicants provide Reference**

Reference #2. First Name: \_\_\_\_\_ Last Name \_\_\_\_\_  
Address: \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_  
Phone #: \_\_\_\_\_

**For Office Use Only**

Professional Reference Spoken to \_\_\_\_\_ Date \_\_\_\_\_  
Comments: \_\_\_\_\_  
Verified by: \_\_\_\_\_ Sign: \_\_\_\_\_

## DISCLAIMER AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge.

I authorize Cymatex Consults LLC To make a detailed investigation of my employment history and all other facts stated on my application form. I hereby release from liability or responsibility all individuals, companies, employers, educational institutions, and/or agencies supplying such information.

I  do or  do not have any pending charges within or outside the United States.

Applicant Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## Release of Information to Cymatex Consults LLC

I hereby release from liability or responsibility all individuals, companies, employers, educational institutions, and/or agencies supplying such information.

Applicant Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EMPLOYMENT AND EDUCATION**

**Employment Reference Form**

To be sent to applicant former employer for verification of Employment

Applicant Name \_\_\_\_\_  
First
Middle
Last

The undersigned, having applied for a position with our company, hereby authorizes you to release any information necessary relating to employment. This hereby releases your organization unconditionally from all liability for damage whatsoever that might result from furnishing this information.

**Section I: (To be completed by Applicant)**

Applicant Name: \_\_\_\_\_ Job Title: \_\_\_\_\_  
Your Name
Example, RN, LPN, GNA, CNA

Company's Name: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Dates Employed: \_\_\_\_\_ to \_\_\_\_\_

I acknowledge filing an application with Cymatex Consults LLC and authorize the release of information from my former employer.

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

**Applicant, do not write below this line**

**Section II: (Supervisor, please confirm information in Section I and complete Section II.)**

Is the Applicant's position title correct?  Yes  No \_\_\_\_\_  
(If no, please correct information)

Are the dates of employment, correct?  Yes  No \_\_\_\_\_  
(If no, please correct information)

Is this employee eligible for rehire?  Yes  No  Conditional \_\_\_\_\_  
(If no or conditional, please explain)

**Section II: Evaluation of Performance**

Job knowledge/Technical skills:  Excellent  Good  Fair  Poor

Quality of work:  Excellent  Good  Fair  Poor

Ability to work with others:  Excellent  Good  Fair  Poor

Initiative:  Excellent  Good  Fair  Poor

Punctuality/Attendance:  Excellent  Good  Fair  Poor

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

**Cymatex Information Verifier**

Information Verified by: Name \_\_\_\_\_ Title: \_\_\_\_\_

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

Reference record completed by (Cymatex Authorized Representative): \_\_\_\_\_

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

## EMPLOYMENT AND EDUCATION

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### PERMISSION FOR PPD TEST

Applicant Name (Last Name First) \_\_\_\_\_

I, \_\_\_\_\_, voluntarily take the PPD test intradermal as a  
(Applicant's Name, Please Print)

screening method for tuberculosis. I understand that a PPD test must be administered and read annually.

A chest X-Ray must be done every five years as a pre-requisite for employment at Cymatex Consults LLC. I release Cymatex Consults LLC of any liability. I confirm that I have/have not had a PPD test within the last year; and I have no known allergy to the PPD test.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_  
(Cymatex Consults LLC Representative)

Witness Name \_\_\_\_\_  
First Middle Last



## EMPLOYEE ACKNOWLEDGEMENT OF HANDBOOK

I acknowledge the receipt of Cymatex Consults LLC Employee Handbook. In consideration of my employment, I agree to read and abide by the rules and the policies of this handbook. Since the information, policies, and benefits described in this booklet may be subject to change, I understand and agree that any such change can be made unilaterally by the company in its sole and absolute discretion, and that material changes will be made known to employees through the usual methods of communication within a reasonable period.

Applicant Name: \_\_\_\_\_ Title/Position Applied for \_\_\_\_\_

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

## IN-SERVICE REQUIREMENT

Applicant Name \_\_\_\_\_  
First Middle Last

It is the policy of Cymatex Consults LLC that each licensed employee or independent contractor attends a minimum of four in-service hours per year. This is best accomplished by doing one (3) hour in-service every three (3) months, for a total of 12 hours per year.

Cymatex Consults LLC offers a variety of in-services throughout the year. You will be notified of scheduled in-services by memo in your paycheck.

OSHA, Infection Control, and Tuberculosis are required annually. These courses must be home care focused. Should you attend an in-service elsewhere (i.e., hospital, nursing home, and/or other agencies), we will gladly accept a copy of your attendance record/certificate and will credit you with that in-service requirement.

By signing below, you acknowledge and understand that you must comply with the above requirement to remain in an "Active Status" with Cymatex Consults LLC

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

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

## **DRUG AND ALCOHOL POLICY Informed Consent and Release of Liability**

I authorize Cymatex Consults LLC to obtain a specimen of my urine for chemical analysis. I understand that this analysis is to determine or exclude the presence of alcohol, drugs or other substances, in accordance with the Substance Abuse and drug Testing Policy of Company. I understand that decisions regarding my continued employment may be made because of this analysis. I understand that test results will be divulged only to authorized personnel. I hereby consent to this test and release Company from any liability for decisions resulting from this test.

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

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

## COVID-19 Vaccination Policy

As @ January 25, 2022

*While available vaccines have proven highly effective in controlling COVID-19 and its variants to date, the virus continues to spread.*

In accordance with the COVID-19 Health Care Staff Vaccination rule from the Centers for Medicare & Medicaid Services, Cymatex Consults LLC is adopting this policy to safeguard the health of our patients and employees from COVID-19.

This policy applies to Agency employees; licensed practitioners; students, trainees, and volunteers; and individuals who provide care, treatment, or other services for the facility and/or its patients, under contract or other arrangement. In addition, contractors and others with direct or indirect patient contact—including administrative staff, facility leadership, volunteer or other fiduciary board members and environmental services staff are covered.

All covered employees must have received their first dose of a two-dose COVID-19 vaccine or a one-dose COVID-19 vaccine prior to providing any care, treatment, or other services to patients.

New hires who cannot meet these deadlines must have received, at a minimum, the first dose of a two-dose COVID-19 vaccine or a one-dose COVID-19 vaccine prior to providing any care, treatment or other services for Cymatex Consults LLC and/or its patients.

COVID-19 vaccinations are free regardless of whether an individual has health insurance. While a provider may bill a patient's health insurance for administering the vaccine, there is no out-of-pocket cost to an individual.

Official documentation of vaccination status must be submitted by providing one of the following

- CDC COVID-19 vaccination record card (or a legible photo of the card).
- Documentation of vaccination from a health care provider or electronic health record.
- State immunization information system record.

Employees found to have provided false documentation will be subject to termination of employment.

Clinical employee with direct patient contract must comply to routine COVID-19 testing / mandatory proper mask wearing

### Reasonable Accommodation

- Applicants and employees in need of an exemption from this policy due to a medical reason or because of a held religious belief must submit a completed request for accommodation form to the Agency.
- Accommodations will be granted only in circumstances where they do not cause Cymatex Consults LLC undue hardship or pose a direct threat to the health and safety of others.
- Employee who declines vaccination or granted reasonable accommodation must comply with measures that do not apply to their vaccinated counterparts, such as weekly COVID-19 testing and/or mask wearing

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Applicant Print Name

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Applicant Signature

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Date

## Policy and Procedure Agreement

**ALL STAFF:**

I, \_\_\_\_\_ have read, understand and agree to abide by the  
*(Print Name)*  
policies and procedures set forth by Cymatex Consults LLC

I also understand that I may view or copy any or all Cymatex Consults LLC policy and procedure manual for review or retention.

I also agree to adhere to all local, state, and federal procedures regulated as precedent for the home health care industry for compliance in providing care to Agency clients as designated.

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

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

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

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

**EMPLOYMENT AND EDUCATION**

Please give this form to your reference or let your reference write on a separate sheet

**CHARACTER REFERENCE**

Applicant Name \_\_\_\_\_  
 First Middle Last

**This Release MUST be signed and dated by applicant.**

I \_\_\_\_\_ have applied for employment as a \_\_\_\_\_  
 Print Applicant Name Position applying for E.g., RN, LP, GNA, CNA, CMT  
 with Cymatex Consults LLC. I hereby authorize

Print Reference: Name: First Last Print Reference Phone Number

to release information about my prior performance with this Agency/Client.  
 In signing this authorization, I release your Agency, its employees, agents, Clients or individuals from any liabilities that occurs  
 because of completing this employment Character reference form

Applicant Name Applicant Signature Date Applicant Phone Number

1. How long have you known the applicant? \_\_\_\_\_
  2. Briefly explain how you know them \_\_\_\_\_  
 \_\_\_\_\_
  3. Do you recommend them for the job applied for?  Yes  No if no, please explain: \_\_\_\_\_  
 \_\_\_\_\_
  4. Please provide some comments about their work ethics. \_\_\_\_\_  
 \_\_\_\_\_
  5. Do you think they will be a great asset to our business? \_\_\_\_\_  
 \_\_\_\_\_
  6. If asked, will you rehire them?  Yes;  No, if No, briefly explain: \_\_\_\_\_  
 \_\_\_\_\_
  7. If we have any or more specific questions, can we contact you?  Yes;  No
  8. Phone \_\_\_\_\_ e-mail \_\_\_\_\_@\_\_\_\_\_.com
  9. Contact Name: \_\_\_\_\_ Sign: \_\_\_\_\_ Date \_\_\_\_\_
- We at Cymatex Consults LLC truly appreciate your time.*

**For Office Use Only:**

Cymatex Company Rep Name: \_\_\_\_\_ Title \_\_\_\_\_  
 Sign: \_\_\_\_\_ Date \_\_\_\_\_

**EMPLOYMENT AND EDUCATION**

Please give this form to your reference or let your reference write on a separate sheet

**CHARACTER REFERENCE**

Applicant Name \_\_\_\_\_  
 First Middle Last

**This Release MUST be signed and dated by applicant.**

I \_\_\_\_\_ have applied for employment as a \_\_\_\_\_  
 Print Applicant Name Position applying for E.g., RN, LP, GNA, CNA, CMT  
 with Cymatex Consults LLC. I hereby authorize

Print Reference: Name: First Last Print Reference Phone Number

to release information about my prior performance with this Agency/Client.  
 In signing this authorization, I release your Agency, its employees, agents, Clients or individuals from any liabilities that occurs  
 because of completing this employment Character reference form

Applicant Name Applicant Signature Date Applicant Phone Number

10. How long have you known the applicant? \_\_\_\_\_
  11. Briefly explain how you know them \_\_\_\_\_
  12. Do you recommend them for the job applied for?  Yes  No if no, please explain: \_\_\_\_\_
  13. Please provide some comments about their work ethics. \_\_\_\_\_
  14. Do you think they will be a great asset to our business? \_\_\_\_\_
  15. If asked, will you rehire them?  Yes;  No, if No, briefly explain: \_\_\_\_\_
  16. If we have any or more specific questions, can we contact you?  Yes;  No
  17. Phone \_\_\_\_\_ e-mail \_\_\_\_\_@\_\_\_\_\_.com
  18. Contact Name: \_\_\_\_\_ Sign: \_\_\_\_\_ Date \_\_\_\_\_
- We at Cymatex Consults LLC truly appreciate your time.*

**For Office Use Only:**

Cymatex Company Rep Name: \_\_\_\_\_ Title \_\_\_\_\_  
 Sign: \_\_\_\_\_ Date \_\_\_\_\_

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### Hepatitis B Vaccination Acknowledgement

Employers must ensure that all occupationally exposed workers are trained about the vaccine and vaccination, including efficacy, safety, method of administration, and the benefits of vaccination.

Employers must ensure that workers who decline vaccination sign a declination form. The purpose of this is to encourage greater participation in the vaccination program by stating that a worker declining the vaccination remains at risk of acquiring hepatitis B.

Please check one below as applicable to you

- I have received hepatitis B vaccination (provide proof of vaccination)
- I decline hepatitis B vaccine (please sign the declination form below)

\_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

Applicant Name Sign Date

DON Sign name: \_\_\_\_\_ Date: \_\_\_\_\_

### Record of Hepatitis “B” vaccine Declination

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

I \_\_\_\_\_ understand that  
Applicant’s Name

due to the possibility of my exposure to blood or other potentially infectious materials during my home health care service. 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 any Health Center for a fee. However, I decline Hepatitis B vaccination currently. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease.

I also understand that if in the future, I continue to have exposure to blood or other potentially infectious materials during my assigned home health care work while employed by Cymatex Consults LLC, **and I want to be vaccinated with Hepatitis B vaccine, I can receive the vaccination series at any Health Center free of charge.**

\_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

Applicant Name Sign Date

\_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

RN (Nursing Supervisor or Designee) Sign Date



## Training

I have read and reviewed Cymatex Consults, LLC Policy and Procedures as they related to my job descriptions stated above, I have also obtained an interpretation of every section about which I have questions.

I agree to perform the job functions of the position that I have been applied for per agency protocol and state standards for delivery of care.

I accept responsibilities for understanding and complying with them. I am also aware that when appropriate I should seek guidance. I understand that failure to comply with job standards may result in termination of my position and/or intervention by regulating entities in instances where my practice has become deficient.

I have attended In-service training provided by Cymatex Consult LLC as they related to my job.

I have read and have a good understanding of the content of the training materials

- Pick the right choice: (Check one as applicable)
- I was or  I was-not given the opportunity to ask questions to clarify my understanding of the training and the content

Staff Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CCL Designee Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## EMPLOYMENT AND EDUCATION

### INDEPENDENT CONTRACTOR AGREEMENT

This agreement is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between  
Today's Date Month Current Year  
\_\_\_\_\_  
(Contractor) and (Cymatex Consults LLC) (Agency).

Your Name/Applicant/Employee Name

The purpose of this agreement is to establish an independent contractor relationship between Contractor and Cymatex Consults LLC.

Whereas Cymatex Consults LLC is in the business of supplying quality nursing and home care services on an as needed basis and when a client (Employer) needs home care consistent with a plan of care authorized by the Client's physician and assessed by Cymatex Consults LLC skilled nurse; and

Whereas a Contractor is either qualified as a Registered Nurse (RN), or Licensed Practitioner Nurse (LPN), or GNA, Certified Nurse Aide (CNA), Certified Medication Technician (CMT) or unlicensed family member.

#### It is agreed as follows:

1. Contractor agrees that he/she will provide nursing assistance as required by the Employer and Client.
2. Contractor warrants that he/she is trained appropriately in their area of work and under appropriate laws and regulations in the State of Maryland.
3. This Agreement constitutes the entire agreement between Contractor and Cymatex Consults LLC. There is no other agreement between the parties.
4. Cymatex Consults LLC will place Contractor on a job-by-job basis: by calling the Contractor and determine the Contractor availability. If a Contractor is not available, the job will be referred to another Contractor. Cymatex Consults LLC. does not guarantee that any job will be available at a particular time or that the Contractor is guaranteed employment on a particular basis.
5. Contractor is not required to follow any routine or schedule established by Cymatex Consults LLC except as to verifying time worked on a particular job. Contractor shall submit all time worked on a particular job as required and by so that the client/patient can be billed properly.
6. Cymatex Consults LLC will provide Contractor with all the necessary forms to facilitate the work of Contractor.
7. Independent Contractor shall be responsible for any equipment, supplies or materials required by the client in the performance of duties for the Employer. Cymatex Consults LLC shall supply no equipment, materials, or supplies, nor provide any transportation to and from the Client's premises.
8. All expenses incurred by Contractor in the performance of his or her services for Cymatex Consults LLC, shall be paid by Contractor, including, but not limited to, insurance and transportation. No reimbursement shall be available to Contractor for Contractor's expenses.
9. Contractor shall be paid on a bi-weekly basis for any work performed on a given day. The payment shall be a lump sum payment for the work performed that pay period. Cymatex Consults LLC will guarantee Contractor hourly pay rate.
10. Cymatex Consults LLC is not obligated to advance any pay to Contractor.
11. Cymatex Consults LLC will not provide any benefits such as health insurance, pension plans, bonuses, vacation pay, or sick pay to any contractor.
12. Contractor is solely responsible for maintaining Contractor's own insurance, including worker's compensation insurance. Cymatex Consults LLC shall not be responsible for any injuries sustained by Contractor on any job undertaken by Contractor. Any injuries sustained by Contractor while Contractor is working for an Employer shall be the responsibility of the Client, Contractor or such other person who may cause injury to Contractor.
13. Cymatex Consults LLC will not deduct any Social Security taxes, Federal, state, or local income taxes. Contractor is solely liable for all these deductions and for paying their income taxes. Contractors are therefore advised to liaise with their personal tax accountant on the modalities of paying estimated taxes.
14. Cymatex Consults LLC will report Contractor's pay to the Internal Revenue on form 1099.
15. Contractor shall provide Cymatex Consults LLC with Contractor's Social Security number and address and inform Cymatex Consults LLC of any changes in contact phone #, address, and personal information in general.

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16. Cymatex Consults LLC will not provide any form of bond for Contractor.
17. Contractor is free to accept or reject any placement offered. The decision to work a given placement is solely the decision of the Independent Contractor. The hours worked on a particular placement will be determined by Cymatex Consults LLC and Client.
18. This agreement may be terminated at any time for any reason by either party. Contractor is free to contract with any placement services at any time for similar placement.
19. Cymatex Consults LLC have no priority over any other placement service in the placement of the Contractor.
20. Cymatex Consults LLC shall not be liable for the failure to place Contractor on a given job or for a given number of jobs in any period. The placement of Contractor is solely based on the requirement of the Employer and the availability of the Contractor. Cymatex Consults LLC shall not be liable for unemployment insurance.
21. All work performed by Contractor shall be under Contractor's own name or business name. Cymatex Consults LLC is merely a placement service and does not warrant in any other, the services performed by Contractor.
22. Contractor shall not be liable to report to Cymatex Consults LLC daily to be placed, nor is Contractor required to maintain a physical presence on the premises of Cymatex Consults LLC
23. All licenses and necessary document shall be accurate and up to date at all times during the existence of this Agreement. Contractor is responsible for any cost and fees incurred in maintaining any necessary licenses or document.
24. This agreement shall be governed by the laws of the State of Maryland.

**CONCLUSION**

By signing this Agreement, the Contractor agrees that he/she will abide by all terms and conditions above and is under the obligation to update his/her address, and any name change as necessary for Cymatex Consults LLC to comply with reporting requirement on form 1099 to the IRS. This contract is a legally enforceable Agreement and is governed by the Laws of the State of Maryland.

Note; if you are Cymatex Consults LLC full time employee, the agency will comply with reporting requirement on form W2 to the IRS

In Witness Where off, the parties hereunder subscribe their names as of the dates indicated below:

**Contractor**

\_\_\_\_\_

Applicant Name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**Cymatex Consults LLC**

\_\_\_\_\_

DON or DESIGNEE (PRINT NAME)

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

## Non-Compete Agreement

I \_\_\_\_\_ agree that I cannot and will not work for  
 Your Name/Applicant/Employee Name  
 any client/clients or be employed/contracted under another agency with any client/clients/patient/patients assigned to me by  
 Cymatex Consults LLC

located at 14440 Cherry Lane Ct, St 102, Laurel, MD. 20707: for 180 days following the termination of my contract or employment with Cymatex Consults LLC. I agree that these current patient/patients/client/clients were assigned to me by Cymatex Consults LLC, and I am not to work with the patient/patients/client/clients through another agency or any other Health Care Provider under any circumstances. If I attempt or decide to work for any client/clients/patient/patients or work with another company for the same client/clients/patient/patients assigned to me by Cymatex Consults LLC, I agree that I will pay to Cymatex Consults LLC three (3) months' worth of my weekly payment. I agree that Cymatex Consults LLC has the right to pursue me and my current employer through the court of law and obtain all necessary payment/payments and dues to be received by Cymatex Consults LLC. My three (3) months' worth weekly payment will serve as compensation to Cymatex Consults LLC. If I decide to work for another Agency/Company, I agree to give Cymatex Consults LLC full authority to hold my last paycheck until all court proceedings are concluded. I am signing this in agreement to the above contract.

I agree not to be employed or contracted by any client/clients assigned to me by Cymatex Consults LLC for a period of 180 days following the termination of my employment/contract assignment.

I agree not to be employed or go into any contract with another agency for any patient/patients/client/clients assigned to me by Cymatex Consults LLC for a period of 180 days following the termination of my contract or employment.

Employee/Contractor's Name	Signature	Date
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Agency Representative	Signature	Date
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## EMPLOYMENT AND EDUCATION

### Patient / Client Confidentiality

I, \_\_\_\_\_ hereby agree to  
Your Name/Applicant/Employer Name  
treat and keep all personal and medical information on Cymatex Consults LLC., and/or its patients/clients, confidential. Furthermore, I will agree not to release any information to any outside organization or agency without the approval of the patient/client, or as required by law or third-party payment contract.

\_\_\_\_\_  
Employee/Contractor's Name                      Signature                      Date

\_\_\_\_\_  
Agency Representative                      Signature                      Date

### Acknowledgement

I acknowledge that I will provide the following documents before the date of my interview or employment.

- Documents provided by the applicant
- Professional Certification
- Physical Exam (included: PPD/Chest X-Ray & MMR)
- First Aid/CPR
- Social Security Card/Passport
- Driver's License/State ID
- Tax ID Letter and EIN
- Criminal Background Check Report
- Covid 19 Vaccination Card or letter of exemption
- Others (Please specify) \_\_\_\_\_

\_\_\_\_\_  
Applicant/Contractor's Name                      Signature                      Date

\_\_\_\_\_  
Agency Representative                      Signature                      Date

**EMPLOYMENT AND EDUCATION**

Insert Face to Face Interview  
**EMPLOYEE PAYMENT METHOD**

Please note that we reserve the right to pay you by check if at any time we are not able to pay you by direct deposit

**Mode of Payment**

1.  Check (Will be mailed to you): Give us mailing address:

Address: \_\_\_\_\_ Apt # \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

2.  Direct Deposit

- Complete the required information. Allow at least 2-3 weeks for processing.
- **DIRECT DEPOSIT INFORMATION**
- **DIRECT DEPOSIT 1:**

NAME OF BANK: \_\_\_\_\_ Branch \_\_\_\_\_

ABA/ROUTING#: \_\_\_\_\_ ACCOUNT #: \_\_\_\_\_

CHECKING  SAVINGS

You may ATTACH A COPY OF A VOIDED CHECK / SAVINGS DEPOSIT SLIP In order for this direct deposit authorization to be valid, the name of the employee must be on the voided check or deposit slip.

A notice from the bank authorizing the employee to deposit funds into the account will be accepted.

- I hereby authorize my employer to deposit any amounts owed me by initiating credit entries to my account at the financial institution(s) listed above. Further, I authorize the financial institution(s) listed above to accept and to credit any entries indicated by Cymatex Consults LLC to my account.
- If Cymatex Consults LLC deposits funds erroneously into my account, I authorize Cymatex Consults LLC to debit my account not to exceed the original amount of the erroneous credit. This authorization is to remain in full force and effect until Cymatex Consults LLC has received written notice from me of its termination in such time and in such manner as to afford Cymatex Consults LLC a reasonable amount of time to act on it.

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

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

Email \_\_\_\_\_  SSN /  ITIN

Address:

(Please detach and take with you)

## **CRIMINAL BACKGROUND CHECK**

Please visit any of the providers listed below, to have your fingerprint services done:

**Authorization #: 150-000-0051**

**Attention:**

Cymatex Consults LLC  
14440 Cherry Lane Ct, Ste 102  
Laurel Md 20707

## **Approved Fingerprinting Services in Maryland**

<https://www.dpscs.state.md.us/publicservs/fingerprint.shtml>