

## Fax Cover Page

From \_\_\_\_\_

To: EMSI Quality and Performance Excellence, Credentialing Coordinator

Fax Number: 214.689.4251

Pages: \_\_\_\_\_

### Checklist - Examiner Application and Associated Documents

**Missing or incomplete paperwork can delay the credentialing process. Please ensure you send the following required examiner documents.**

- (Page 1) This fax cover page
- (Pages 2-3) Application with Work History (**Requires examiner signature**)
- (Page 4) Venipuncture Verification (**Filled out by hiring branch and signed**)
- (Page 5) Contractor Acknowledgement and Privacy Agreement (**Requires examiner signature**)
- (Page 6-7) Privacy Addendum (**Requires examiner signature**)
- (Page 8) Criminal Court Record (CCR) (**Please attach**)
- (Page 9) Photocopy of Driver's License (**Please attach or note exception from guidelines**)
- (Page 10) Current Auto Liability Insurance with Examiner Name (**Please attach or note exception from guidelines**)
- (Page 11) **SALARIED OFFICE CONTRACTORS ONLY** - Include IRS form W-9
  - o Include percentage \_\_\_\_\_%

**Incomplete applications can only be held 60 days and subsequently must be returned to applicant branches.**

**Please fax or mail the above documents to:**

EMSI  
Attention: Quality and Performance Excellence, Credentialing Coordinator  
3050 Regent Blvd., Suite #400  
Irving, TX 75063  
Or fax to 214.689.4251

The document(s) accompanying this telecopy transmission contains information from EMSI which is confidential and/or legally privileged. The information is intended only for the use of the person named on this transmission sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this telecopied information is strictly prohibited and that the document(s) should be returned to EMSI immediately. In this regard, if you have received this telecopy in error, please notify us by telephone immediately.

**Application for Contract Examiner**

**Branch Number** \_\_\_\_\_  
**Date of Application** \_\_\_\_\_

Position desired (check):

- (1) \_\_\_ Paramed Examiner doing venipuncture/finger sticks
- (2) \_\_\_ Urine and oral fluids collection only
- (3) \_\_\_ Both 1 & 2
- (4) \_\_\_ Other: \_\_\_\_\_

Name \_\_\_\_\_  
(First) (Last) (Middle) (Maiden)

Address \_\_\_\_\_  
(Street Address) (Apt. #)

Phone ( ) \_\_\_\_\_  
(City) (State) (Zip Code)

Social Security Number \_\_\_\_\_ OR Tax ID# \_\_\_\_\_

Non-US Citizen – Do you have the right to remain permanently in U.S.? \_\_\_ Yes \_\_\_ No

Visa type \_\_\_\_\_ Visa number \_\_\_\_\_ Expiration date \_\_\_\_\_

Driver's License Number \_\_\_\_\_ State \_\_\_\_\_

If examiner will not be driving, please explain \_\_\_\_\_

Have you ever been convicted of a misdemeanor? \_\_\_\_\_ Felony? \_\_\_\_\_  
If 'yes' describe in full detail including date(s):

**In compliance with the Violent Crime Control and Law Act of 1994, EMSI does not authorize the performance of services by any individual who has been convicted of a felony involving dishonesty or a breach of trust. Furthermore, EMSI does not authorize the performance of services by any individual who has misdemeanors or felonies that may have a bearing on job performance.**

Language skills (fluent in) \_\_\_\_\_

**Education**

High School Attended \_\_\_\_\_ Address \_\_\_\_\_  
(City) (State)

Years Attended \_\_\_\_\_ Diploma/Cert. Received \_\_\_\_\_

School Attended \_\_\_\_\_ Address \_\_\_\_\_  
(City) (State)

Years Attended \_\_\_\_\_ Diploma/Cert. Received \_\_\_\_\_

School Attended \_\_\_\_\_ Address \_\_\_\_\_  
(City) (State)

Years Attended \_\_\_\_\_ Diploma/Cert. Received \_\_\_\_\_

**Professional Experience**

Company Name \_\_\_\_\_ Address \_\_\_\_\_

Job Title \_\_\_\_\_ Dates Worked (From) \_\_\_\_\_ (To) \_\_\_\_\_

# of venipunctures \_\_\_\_\_ # of finger sticks \_\_\_\_\_ and/or other duties \_\_\_\_\_

Company Name \_\_\_\_\_ Address \_\_\_\_\_

Job Title \_\_\_\_\_ Dates Worked (From) \_\_\_\_\_ (To) \_\_\_\_\_

# of venipunctures \_\_\_\_\_ # of finger sticks \_\_\_\_\_ and/or other duties \_\_\_\_\_

Company Name \_\_\_\_\_ Address \_\_\_\_\_

Job Title \_\_\_\_\_ Dates Worked (From) \_\_\_\_\_ (To) \_\_\_\_\_

# of venipunctures \_\_\_\_\_ # of finger sticks \_\_\_\_\_ and/or other duties \_\_\_\_\_

**Medical Certification Information** (Current copies of licenses/certifications must be attached).

Type \_\_\_\_\_ License # \_\_\_\_\_ State \_\_\_\_\_ Expiration Date \_\_\_\_\_

Type \_\_\_\_\_ License # \_\_\_\_\_ State \_\_\_\_\_ Expiration Date \_\_\_\_\_

Type \_\_\_\_\_ License # \_\_\_\_\_ State \_\_\_\_\_ Expiration Date \_\_\_\_\_

**CALIFORNIA ONLY – CURRENT STATE CERTIFICATIONS/LICENSES (Required in California to perform phlebotomy – attach current copy) Please check where applicable:**

<input type="checkbox"/> LVN/LPN	<input type="checkbox"/> RN
<input type="checkbox"/> Certified Phlebotomy Technician 1 (CBT1)	<input type="checkbox"/> Licensed Physician's Assistant
<input type="checkbox"/> Certified Phlebotomy Technician 2 (CBT2)	<input type="checkbox"/> None (If checked, use CA Requirements Checklist)

**Medical Skills**

Are you proficient in performing venipunctures?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you proficient in the use of butterfly needles?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you proficient in performing pediatric venipuncture?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you proficient in performing finger stick procedures?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you proficient in taking blood pressure?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you proficient in operating EKG equipment?	<input type="checkbox"/> Yes <input type="checkbox"/> No

The answers in this application are true and complete. Any incorrect or missing information is cause for rejection or dismissal from work at any time. By signing I authorize the investigation of information included in this application, and I authorize any persons or entities provided to disclose any information they deem appropriate. I authorize disclosure of motor vehicle and criminal background checks, credit and investigative consumer reports. If made, this information may include information as to my character, general reputation, personal characteristics and mode of living. I have the right to make a written request concerning the nature and scope of any such investigative inquiry. I may be subject to substance abuse testing.

**Examiner**

Signature \_\_\_\_\_

Date \_\_\_\_\_

**VENIPUNCTURE VERIFICATION**

**FOR INTERVIEWER USE:**

Company/Supervisor Contacted	Dates Worked	Position Held	Hours/Week	*Estimated # of venipunctures	Do you consider this person competent to perform venipunctures?
					Yes ___ No ___ Comments:
					Yes ___ No ___ Comments:
					Yes ___ No ___ Comments:
					Yes ___ No ___ Comments:

With every new examiner, the hiring branch must verify their venipuncture experience. Please contact the previous employers or educators and confirm that the prospective employee has been trained or has experience in drawing blood.

\*EMSI requires a minimum of 100 venipunctures within the last 18 months to be considered for employment as an examiner.

**Branch Interviewer**

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Contractor Acknowledgement**

I acknowledge and agree that as of the date of this acknowledgment, I am only being retained by the Contractor Service to perform services. As a result, I also acknowledge and agree that the Contractor Service is solely responsible for paying me any amounts due to me for the services I render. I also acknowledge and agree that in no event am I being retained by EMSI (Examination Management Services, Inc.) whether as an employee, independent contractor, or otherwise, and that EMSI is not responsible for paying me any amounts due to me for the services I render.

**Privacy Agreement**

The undersigned independent contractor organization (“contractor”) hereby acknowledges its receipt and understanding of the EMSI Privacy Policy (“Policy”). Contractor hereby agrees to comply with the Policy, and handle any and all information covered by the Policy, only in a manner consistent with the Policy’s restrictions on the use and disclosure of such information. Contractor also hereby agrees to obtain, from each and every representative of Contractor, such representatives’ agreement to comply with the provisions of this Agreement and the Policy.

**Examiner**

Signature \_\_\_\_\_

Date \_\_\_\_\_

**PRIVACY ADDENDUM**

**THIS PRIVACY ADDENDUM** (the "Addendum") supplements and is made a part of the agreement(s), whether oral or written ("Agreement"), by and between Examination Management Services, Inc. ("EMSI"), and (who is an examiner, employee or other representative of EMSI and who shall hereafter be referred to as the "BA" or "Business Associate", pursuant to the requirements of the Health Insurance Portability and Accountability Act ("HIPAA")), and is effective as of April 1, 2003 (the "Addendum Effective Date").

**BACKGROUND:**

Applicable law and contracts with EMSI's customers require EMSI and the BA to protect the privacy and provide for the security of Protected Health Information ("PHI") disclosed to BA pursuant to the Agreement in compliance with HIPAA and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. The purpose of this Addendum is to confirm the BA's compliance with those laws and regulations.

**AGREEMENT:**

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

A. **Definitions.** For the purposes of this Addendum, the following terms have the meanings ascribed to them:

- (1) "Disclosure," with respect to PHI, means the release, transfer, provision of access to or divulging in any other manner of PHI outside the entity holding the PHI.
- (2) "Individual" shall mean the person who is the subject of the protected health information.
- (3) "Parties" shall mean EMSI and BA.
- (4) "Protected Health Information" or "PHI" means any information created or received by BA in connection with the services provided to EMSI or its customers, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

B. **Stated Purpose for Which BA May Use or Disclose PHI.** The Parties hereby agree that, except as otherwise provided in this Addendum, BA shall be permitted to only use or disclose PHI to perform services to or for EMSI or its customers, in accordance with HIPAA and the HIPAA Regulations.

C. **BA Obligations.** BA covenants and agrees that it shall:

- (1) Not use or further disclose PHI other than as permitted or required under this Addendum or as required by applicable law or regulation.
- (2) Use safeguards, including written policies and procedures, to prevent the use or disclosure of PHI other than as permitted under this Addendum.
- (3) BA shall maintain a written information security program that includes administrative, technical, and physical safeguards to maintain the security of and prevent unauthorized access to PHI within BA's possession, custody or control.
- (4) Require all of its employees, agents and contractors that have access to PHI to agree, in writing, to adhere to all of the same obligations, restrictions and conditions that apply to BA under this Addendum.
- (5) As requested by EMSI, make available to EMSI or its customers any and all information then within BA's possession involving PHI, EMSI's customers and/or Individuals toward fulfilling EMSI's customers' obligations to provide, amend or account for PHI.
- (6) As requested by EMSI, make available to EMSI, its customers or the Secretary of the U.S. Department of Health and Human Services all internal practices, books and records then within BA's possession relating to the use and disclosure of PHI received or created by BA, for purposes of determining EMSI's customers' compliance with federal privacy laws and regulations.
- (7) Disclose to its employees, contractors, agents or other third parties, and request from EMSI or its customers, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted by this Addendum.

- (8) Maintain an accounting of any and all disclosures of PHI by BA and its employees, agents and/or contractors.
- (9) Notify EMSI of any and all requests for PHI received, and violations of the provisions of this Addendum, by BA or its employees, agents or contractors upon BA becoming aware of them.
- D. **Permitted Uses and Disclosures.** BA agrees that it shall not use or disclose PHI in any manner, form, or in any means that is contrary to its obligations under the Agreement or this Addendum. Notwithstanding the foregoing, the Parties agree that, pursuant to federal law, BA may:
- (1) Use PHI in its possession for its proper management and administration and to fulfill any of its present or future legal responsibilities provided that such uses are permitted under state and federal confidentiality laws.
  - (2) Disclose PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill any of its present or future legal responsibilities provided that (i) the disclosures are required by law, or (ii) BA has received from the third party written assurances that the PHI will be held confidentially, that the PHI will only be used or further disclosed as required by law or for the purpose for which it was disclosed to the third party.
- E. **Audits, Inspection, and Enforcement.** Upon notice from EMSI to BA, EMSI and/or its customers may inspect the facilities, systems, books, and records of BA to monitor compliance with this Addendum.
- F. **Unilateral Termination.** Notwithstanding any other provision under the Agreement, BA agrees that the Agreement may be terminated by EMSI without penalty if the BA or its employees, agents or contractors violate any provision of this Addendum.
- G. **Judicial or Administrative Proceedings.** EMSI may terminate the Agreement, effective immediately, if a finding or stipulation that BA or its employees, agents or contractors have violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which BA has been joined.
- H. **Return or Destruction of PHI.** Upon EMSI's request, BA shall return to EMSI any and all PHI received or created by BA that is maintained by BA in any form whatsoever, including any copies or replicas. If EMSI determines in its sole discretion that BA returning the PHI to EMSI is not feasible, BA shall destroy any and all PHI maintained by BA in any form whatsoever, including any copies or replicas, upon EMSI's request. Should the return or destruction of the PHI be determined by EMSI to be not feasible, the Parties agree that the terms of this Addendum shall extend to the PHI until otherwise indicated by EMSI. When applicable, BA shall complete such return or destruction, and shall certify on oath in writing to EMSI that such return or destruction has been completed, upon EMSI's request.
- I. **Amendment to Comply with Law.** The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of the Agreement or this Addendum may be required to provide for procedures to ensure compliance with such developments. The Parties agree to take such action as is necessary to comply with the standards and requirements of HIPAA, the HIPAA Regulations and other laws relating to the security or confidentiality of PHI.
- J. **No Third Party Beneficiaries.** Nothing express or implied in the Addendum is intended to confer, nor shall anything herein confer, upon any person other than EMSI, BA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- K. **Term.** This Addendum shall become effective on the Addendum Effective Date and shall expire when all of the PHI is destroyed or returned to EMSI pursuant to Section H. The Parties agree that this Addendum shall survive the termination or expiration of the Agreement.
- L. **Indemnification.** BA shall defend, indemnify and hold harmless EMSI and its customers from and against any and all violations of this Addendum or applicable law by BA or its employees, agents or contractors, and agrees to mitigate any and all damages arising therefrom.

**IN WITNESS WHEREOF**, the Parties have caused this Addendum to be signed and delivered by their duly authorized representatives, as of the Addendum Effective Date.

**BA/Business Associate:**

By (Sign Name): \_\_\_\_\_