

THE BRUSON GROUP, INC.

~dba~

New Beginnings Healthcare

7417 Knightdale Blvd. Unit 101 Knightdale, NC 27545

Office: (919) 261-8566 Fax: (919) 261-8569 Email: ALLMyTEEGOD@aol.com

APPLICATION FOR EMPLOYMENT

NAME (LAST , FIRST)			SOCIAL SECURITY NO.	
PRESENT ADDRESS			APT. NO	CITY
PERMANENT ADDRESS			APT. NO	CITY
Are you 18 or older? Yes No			HM. PHONE	OTHER PHONE (PLEASE SPECIFY TYPE.)
			STATE	ZIP
			STATE	ZIP

PERSONAL INFORMATION

Have you lived in NC for less than five years? Y/N If yes, list all addresses including city/state:		
Marital Status	Emergency Contact Person and Phone number	
Circle the types of work you will accept: 1. Full Time 2. Part-time 3. Temporary 4. Shift 5. Other 6. TBA		

DESIRED EMPLOYMENT

Job/Position Applied For	DATE YOU CAN START	SALARY DESIRED
ARE YOU EMPLOYED NOW? Yes No	IF YES, MAY WE INQUIRE OF YOUR PRESENT EMPLOYER? Yes No	
EVER APPLIED FOR THIS COMPANY BEFORE? Yes No	WHERE?	WHEN?
EVER WORKED FOR THIS COMPANY BEFORE? Yes No If the answer is yes give date and position	WHERE	WHEN
IF YES, REASON FOR LEAVING		
IF YES, NAME OF LAST SUPERVISOR AT THIS COMPANY		
WHO REFERRED YOU TO THIS COMPANY? EMPLOYMENT AGENCY NEWSPAPER ADVERTISING FRIEND		
STATE EMPLOYMENT OFFICE COLLEGE PLACEMENT WALK IN OTHER		
Are you eligible for employment in this country? (proof of your legal right to work in the United States will be requested)	Yes	NO
Do you have a valid driver license?	Yes	NO

The Bruson Group Inc.

If yes, DL # _____	
Have you ever been convicted of a D.W.I.? If yes, give date of conviction _____	Yes NO
Do you have any points on your driving record? If yes how many? _____	Yes NO
Are you able to perform the essential function of this position with or without accommodations? (See attached job description)? Please list any needed accommodations: _____ _____ _____	Yes NO
Do you hold professional Licenses? If yes, please list below: Type: _____ No: _____ Exp. _____ Type: _____ No: _____ Exp. _____ Type: _____ No: _____ Exp. _____	Yes No
Is your professional license currently under suspension and/or been suspended in the last two years? Have you ever experienced any loss of privileges or disciplinary activity related to your professional work and/or professional license? If so, please list: _____ _____ _____	Yes No
Do you have professional malpractice insurance coverage? (proof of insurance may be requested)	Yes No
List fields of training, skills, licenses, registered and certified that may qualify you as being able to perform job-related functions in the position in which you are applying: _____ _____ _____	
Do you have experience working in the mental health field? If yes please tell how many years and were you full time/ part time/ temporary. Child Mental Health _____ (yrs) ___ Full Time ___ Part Time ___ Temporary Adult Mental Health _____ (yrs) Full Time Part Time Temporary	

EDUCATION

SCHOOL LEVEL	NAME AND LOCATION OF SCHOOL	# OF YEARS ATTENDED	DID YOU GRADUATE?	SUBJECTS SELECTED
GRAMMER SCHOOL				
HIGH SCHOOL				
COLLEGE				
TRADE, BUSINESS, OR CORRESPONDENCE SCHOOL				
GRADUATE SCHOOL				

GENERAL

SUBJECT OF SPECIAL STUDY OR RESEARCH WORK
SPECIAL TRAINING
SPECIAL SKILLS

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FORMER EMPLOYERS

LIST THE LAST THREE EMPLOYERS, STARTING WITH THE MOST RECENT. ATTACH ADDITIONAL SHEETS IF NECESSARY.

NAME OF PRESENT OR LAST EMPLOYER			
ADDRESS	CITY	STATE	ZIP
STARTING DATE	LEAVING DATE	JOB TITLE	
NAME OF SUPERVISOR	TITLE	PHONE	
DESCRIPTION OF WORK			
REASON FOR LEAVING			

No supervised by you _____ _____ _____	May we contact Employer? Yes No	Length of Service _____ Years _____ Months
--	---	--

NAME OF PRESENT OR LAST EMPLOYER			
ADDRESS	CITY	STATE	ZIP
STARTING DATE	LEAVING DATE	JOB TITLE	
NAME OF SUPERVISOR	TITLE	PHONE	
DESCRIPTION OF WORK			
REASON FOR LEAVING			

No supervised by you _____ _____ _____	May we contact Employer? Yes No	Length of Service _____ Years _____ Months
--	---	--

NAME OF PRESENT OR LAST EMPLOYER						
ADDRESS	CITY	STATE	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">No supervised by you _____ _____ _____</td> <td style="width: 30%;">May we contact Employer? Yes No</td> <td style="width: 40%;">Length of Service _____ Years _____ Months</td> </tr> </table>	No supervised by you _____ _____ _____	May we contact Employer? Yes No	Length of Service _____ Years _____ Months
No supervised by you _____ _____ _____	May we contact Employer? Yes No	Length of Service _____ Years _____ Months				

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			ZIP
STARTING DATE	LEAVING DATE	JOB TITLE	
NAME OF SUPERVISOR	TITLE	PHONE	
DESCRIPTION OF WORK			
REASON FOR LEAVING			

REFERENCES

BELOW, GIVE THE NAMES OF THREE PERSONS YOU ARE NOT RELATED TO, WHOM YOU HAVE KNOWN AT LEAST ONE YEAR

	NAME	ADDRESS	BUSINESS	YEARS KNOWN	PH. NUMBER
1					
2					
3					

SERVICE RECORD

BRANCE OF SERVICE	DISCHARGE DATE

HAVE YOU BEEN CONVICTED OF A FELONY WITHIN THE LAST 5 YEARS?	YES	NO
IF YES, EXPLAIN (WILL NOT NECESSASLIY EXLCLUDE YOU FROM CONSIDERATION). (Use additional paper if necessary)		

DO NOT SIGN BELOW UNTIL YOU READ THE BELOW CERTIFICATION OF APPLICATION
CERTIFICATION OF APPLICATION

I hereby certify that all statements made in this application are true. I understand that any misstatement, misrepresentation, or omission of fact may cause for my application not to be considered; or if I have been employed may be caused for immediate dismissal. I expressly authorize the agency to contact and obtain information from all references, employers, licensing authorities, public agencies, and educational institutions and to otherwise verify the accuracy of all information provided by me in this application or job interview. I hereby wave any rights and claims I may have regarding this agency for seeking, gathering, and using such information process and all other persons, corporation or organization for furnishing such information about me. This application does not constitute an agreement or contract for employment for any specified period or definite duration.

SIGNATURE _____

DATE _____

Voluntary Medical Information

Employee Name: _____

Address: _____

Phone: _____ Birth date: _____

Check One

Marital Status: Single __, Married __, Separated __, Divorced __, Widowed __

Race: Black __, White __, Hispanic __, Asian American __, American Indian __, Other _____

Medical History

Any History, Past or Present Of	Yes	No
Head or Back Injuries		
Convulsions or other neurological disorder		
Heart disease, high blood pressure, rheumatic fever, fainting or dizzy spells		
Lung Disorders – asthma, tuberculosis, pulmonary defects		
Stomach, gall bladder, or other gastrointestinal disorders		
Allergies-food, drug, plants, etc.		
Bone or joint disorders		
Anemia		
Kidney trouble		
Diabetes or other glandular disorders		
Surgery		
Genital problems/Venereal Diseases		
Mental or Emotional Disorders		
Other Diseases		
Permanent Defect		

If your answer was yes to any of the above, please elaborate: _____

What do you consider your state of Health: Excellent __ Good __ Fair __ Poor __

Preferred Hospital: _____

Address: _____

City/State/Zip Code: _____

Phone #: _____ Fax: _____

Emergency Contact Information

Name: _____

Address: _____

Relationship; _____ Phone: _____

To the best of your knowledge, the above information is correct. Yes/ No

Signature: _____ Date: _____

Employment Application, Criminal Background Check, Sex Offender, DMV, School/Education Verification, Insurance & North Carolina Nurse's Aide I and Health Care Personnel Registry Disclaimer

According to North Carolina state rules and regulations, all staff must have a nationwide background check completed prior to employment. Also, staff must be verified to work within the population through the North Carolina Nurse's Aid Health Care Personal Registry.

The criminal background check and health care registry must be completed upon hire. All staff must sign a pre-criminal background check letter stating that there are no significant findings that would prevent the employee from working in this field, and if such findings are reported, the employee will be terminated.

The cost for the nationwide criminal background check and North Carolina Nurse's Aid Health Care Personal Registry check is **\$55.00**. The employee may pay the cost of these checks upfront, or New Beginnings Health Care will deduct the cost incurred from the employee's paycheck.

Have you ever had an incident which resulted in an allegation of physical/sexual abuse? Yes or No

If yes, please explain in detail. _____

Employee Signature _____ **Date** _____

TBGI Representative Signature _____ **Date:** _____

The Bruson Group Inc.

DISCLOSURE OF CRIMINAL CONVICTIONS STATEMENT

I, _____, do hereby certify that I have disclosed any and all criminal convictions and I have not been convicted of or pleaded guilty to any of the following violations:

Aggravated Murder	Promoting Prostitution	Murder
Prostitution	Voluntary Manslaughter	Procuring Prostitution
Involuntary Manslaughter	Disseminating matter harmful to a juvenile	Felonious Assault
Pandering Obscenity	Assault	Pandering Obscenity involving a minor
Failing to provide for a functionally impaired person	Robbery	Burglary
Illegal use of a minor	Offenses against residences or parties of care facilities	Aggravated Burglary
Patient Abuse	Unlawful Abortion	Kidnapping
Endangering Children	Abduction	Contributing to the delinquency of Children
Child Stealing	Domestic Violence	Criminal Child Enticement
Rape	Carrying a concealed weapon	Voyeurism
Having weapons while under disability	Importuning	Sexual Battery
Improperly discharging a firearm at or into a school/house	Sexual Imposition	Corrupting another with drugs
Gross sexual imposition	Trafficking in drugs	Adulterated Food
Compelling Prostitution	Public Indecency	Felonious sexual penetration

Applicants will not be employed if information exists that the applicant has committed or pleaded guilty to any of the listed offenses or if the applicant refuses to submit a criminal background check.

This form will become a part of your Personnel File. Please initial after reading: _____

Have you ever been convicted of a crime other than a minor traffic violation? Yes No

If yes, please give details:

Are there currently any charges against you which have not been resolved? Yes No

If yes please give details:

Have you been convicted and/or do you have a history of child abuse, neglect, and exploitation? Yes No

If yes, please give details:

Are you presently using any illegal drugs? Yes No

I certify that the information above is true and accurate.

Applicant Signature

Date

HR/Designee Signature

Date

The Bruson Group Inc.

NOTIFICATION AND RELEASE

Sales Representative _____

Company Name: The BruSon Group Inc.

Access ID _____ Bee Check ID 0000125630674500 CAC Code BR45

The information contained in my application with (company name) The BruSon Group Inc. is true to the best of my knowledge and belief. I understand that any misrepresentation or false statement made by me in connection with the application or any related document which is deemed material by The BruSon Group Inc. shall result in the BruSon Group Inc. not employing me or, if employed, terminating my employment. I understand and agree that all information furnished in my application and all attachments may be verified by The BruSon Group Inc. or its authorized representative. I hereby authorize all individuals and organizations named or referred to in my application and any law enforcement organization to give The BruSon Group Inc. all information relative to such verification and hereby release such individuals, organizations, and The BruSon Group from any and all liability for any claim or damage resulting there from. I hereby acknowledge that I have been informed by The BruSon Group Inc. that The BruSon Group Inc. may seek to obtain a consumer report and/or investigative report that will include personal information regarding me, including but not limited to, educational history, work references, driving record, drug testing and criminal convictions or arrests records if allowed, in order to assist The BruSon Group Inc. in making certain employment decisions. I further acknowledge notification by The BruSon Group Inc. That reports may be provided to The BruSon Inc. By other firms subcontracted for that purpose. I my heirs, assigns and legal representatives, hereby release and fully discharge The BruSon Group Inc., its parent and affiliated companies and respective officers, directors, shareholders, employees, agents of each, including subcontractors from any and all claims, monetary or otherwise, that I may have against The BruSon Group, its parent, affiliates, subcontractors, arising out of the making, or use of, either a consumer report and/or investigative report, including any errors or omissions contained or omitted from such reports or investigations. The BruSon Group agrees to inform you if an employment decision has been influenced by information contained in a consumer report, made at our request by Castle Branch Inc. **You may obtain a free copy of the report within sixty days by calling Castle Branch Inc. collect at (910) 815-3880 or toll free at (888) 520-0520.** The BruSon Group Inc. will make available to you "A Summary of Your Rights under the Fair Credit Reporting Act."

PLEASE PRINT

Name (First, Middle, Last) _____ Date of Birth (mo/day/yr) _____

Maiden Name or "AKA" (First, Middle, Last) _____ Date Used (yr) from _____ to _____

Social Security # _____ Driver's License # _____ State _____

Current and previous address(es). PROVIDE ALL ADDRESSES FOR PREVIOUS 7 YEARS. (Use extra page if necessary)

Street _____ From _____ To _____
 City, State, Zip, County _____

Street _____ From _____ To _____
 City, State, Zip, County _____

Street _____ From _____ To _____
 City, State, Zip, County _____

Street _____ From _____ To _____
 City, State, Zip, County _____

Street _____ From _____ To _____
 City, State, Zip, County _____

Applicant Signature _____ **Date** _____

For Employer Use Only: Please Mark () the searches to be conducted.

Contact Sonia Ward Email allmyteegod@aol.com
 Phone **919-345-0045** Fax **919-266-5469 or 919-261-8569**

Standard Package			Notes
ST- Criminal Residence History St-Motor Vehicle			

Fax to (910) 815-3881 or call (910) 815-3880

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**DO NOT WRITE ON THIS PAGE
FOR INTERVIEWER'S USE ONLY**

INTERVENED BY	DATE
COMMENTS	

INTERVENED BY	DATE
COMMENTS	

INTERVENED BY	DATE
COMMENTS	

HIRE DATE	FOR POSITION
SALARY WAGES	WILL REPORT
APPROVED 1	DATE
APPROVED 2	DATE
APPROVED 3	DATE

Assurance of Confidentiality And Receipt of Client Rights Information

I acknowledge that I have received information regarding Client Rights and Confidentiality of Client Information. I have the opportunity to ask questions and understand the provisions of the requirements including civil penalties and/or disciplinary action for unauthorized release or disclosure of confidential client information.

I agree to protect the rights of the client including their right to confidentiality at all times. I shall hold confidential all client information and not divulge such information to unauthorized persons.

Assurance of Confidentiality

As an employee of The BruSon Group Inc. I understand I may have access to information (verbal, written, experienced, or otherwise) that will pertain to persons who are receiving or have received services from a human agency. After having read the confidentiality regulations and these regulations having been fully explained to me, I understand that this information is strictly **confidential**.

I understand that any information regarding a client served by The BruSon Group Inc. is protected by the confidential regulations (10-NCAC, 18D, APSM 45-2) as developed by the Division of Mental Health, Mental Retardation and Substance Services and by the N.C general Statutes 122C-51 through 56 which insure the privileged and confidential nature of client information.

1. Disclosure, of confidential information to persons not authorized to receive such information during or after my employment can result in prosecution and a fine of up to \$500.00 (G.S. 122C-52 (e)).
2. Violation of any of the federal regulation to confidentiality of alcohol and drug abuse patient records may result in a fine of up to \$500.00 for a first offense and up to \$5,000 for a subsequent offense. (Title 42-Public health, Chapter 2, Subpart A, 408,2 (f)).
3. Failure to comply with the confidentiality regulations (10-NCAC 18D, APSM 45-1) and N.C General Statutes 122C-51 through 56 and the federal regulation (42-CFR, Part 2) can be grounds for immediate termination of employment.

My signature below indicates that I understand and have been fully informed regarding the contents of the document and agree to protect and preserve the confidential nature of all client information to which I have access.

Employee Signature _____ Date _____

I acknowledge that Client's Rights Information has been provided and explained to the above individual.

Employee Signature _____ Date _____

Annual Update of Client Rights and Confidentiality Assurance

I understand that annual updating of this statement is required; and I certify by my signature below on the dates indicated that I have reviewed the current requirements relating to client rights including confidentiality of all client information, that I understand these requirements, and that I agree to abide by them.

Employee Signature	Date

Employee Statement Acknowledge of Substance Abuse Policy

Policy: In an effort to provide a safe and productive work environment for our employees and, The BruSon Group Inc., has adopted a policy prohibiting the unlawful use, manufacture, possession, distribution, or sale, or alcohol or illegal drugs in the workplace. It is the policy of The BruSon Group Inc. that all staff will remain drug and alcohol free while at work. The policy provides for specific circumstances under which all employees may be subject to drug and alcohol testing. The CEO and/or designee will have the responsibility of ensuring the policy is upheld.

Procedure:

- A. Post-offer Pre-employment: Applicants may be required to submit to a drug test or other examination as condition of employment with The BruSon Group Inc.
- B. Pre-promotion: Promoted employees may be required to submit to drug testing in an effort to prevent the chance to promoting an employee who is currently abusing drugs.
- C. Reasonable Suspicion: Employees will be required to submit to drug testing where there is reason to believe they are unfit for work based on but not limited to any one or more of the following:
 - 1. Direct observation of prohibited drug or alcohol use
 - 2. Slurred speech
 - 3. Alcohol beverage odor on breath
 - 4. Unsteady walking and movement
 - 5. An accident involving the company property
 - 6. Physical and verbal altercations
 - 7. Lapse in cognitive abilities
 - 8. Aggressive, hostile, threatening, disruptive, or unusual behaviors
 - 9. Report of prohibited drug or alcohol use by a reliable and credible source
 - 10. Evidence that the employee is involved in the use, possession, sale, solicitation, or transfer of prohibited drugs
 - 11. Missing or stolen property or other work related problems

(Administrative staff will receive training on how to determine when reasonable suspicion exists for drug and alcohol testing. Reasonable suspicion is that quantity of proof or evidence that is mote that intuition or strong feeling)

- D. Post Accident: An employee must submit to drug testing after involvement in a serious workplace accident.
- E. Return-to-Duty: An employee who has previously failed a drug test or refused to submit to a drug test may not return to work until he/she has passed a drug test.
- F. Random: All employees may be subject to selection for random drug testing, using a computer generated lottery style, or other style selection process.

On or Off the Job Violations

If an employee is arrested on or off the job for Driving While Impaired (DWI) or Driving under the Influence (DUI) or for the use, sale or possession of a controlled dangerous substance and it is found to have a direct relationship to the employee's job duties and responsibilities, appropriate disciplinary action may be taken. The employee is required to report the arrest to their Supervisor/Program Director and/or Executive Director within forty-eight (48) hours of the incident. Failure to report an arrest may result in disciplinary action. The Supervisor and/or Program Director will investigate the incident and inform the CEO and/or designee within two working days for appropriate disciplinary action.

Conviction by a court for DWI or DUI while driving a company vehicle or equipment will result in a mandatory one-year suspension of company driving privileges and appropriate disciplinary action.

Employee Statement Acknowledge of Substance Abuse Policy

Cont.

Conviction of an employee for the sale of possession with intent to sell illegal drugs at any time or place is cause for immediate dismissal. The employee is required to report the conviction to their supervisor or manager.

The use of possession of alcohol or illegal drugs off company premises and while not on duty where such conduct can be shown to have a direct and material adverse impact on The BruSon Group Inc, interests, including public image, may be cause for discipline.

Inspections and Searches

The BruSon Group Inc, reserves the right to conduct searches or inspections of property assigned to an employee and their personal belongings whenever a Supervisor, Program Director and/or CEO and/or Designee has reasonable grounds for suspecting that the search will result in evidence of a violation of this policy. Such search or inspections may include but not limited to, for example employee handbags, wallet personal cars. The police will be called to conduct the search.

Refusal to have drug and alcohol screening or treatment as required will subject the employee to immediate suspensions with disciplinary procedures up to and including termination.

An employee who is unable to pass drug and alcohol screening will be removed from work and may be referred to treatment, which will include a written condition of continued employment. The employee will be subject to disciplinary action up to and including termination for violations of The BruSon Group Inc.

- A. All employees will read the and sign acknowledge of substance abuse policy
- B. The CEO and/or designee will
 - 1. Document and date behavior, never accuse
 - 2. Confront employee based on performance
 - 3. Communicate with the employee, encourage them to seek help

I have read this section on The BruSon Group Inc., drug awareness and substance abuse policy and understand the purpose and procedures as stated. I further understand that before and/or during employment at The BruSon Group Inc. maybe required to submit a urine specimen for alcohol and drug testing as a condition of employment.

Employee Signature: _____

Date: _____

Supervisors Signature: _____

Date: _____

The Bruson Group Inc.

Bloodborne Pathogens/Hepatitis B Vaccination Request/Exposure Control/Declination Form

Employee Name: _____

I have been informed of the symptoms and modes of transmission of blood borne pathogen, including the Hepatitis B virus (HBV). I know about The BruSon Group Inc. exposure control plan and understand the procedure to follow if an exposure incident occurs.

Furthermore, I Request/Decline the Hepatitis B. Vaccination. (Please circle your choice)

Comment:

Employee Signature: _____

Date: _____

Witness Signature: _____

Date: _____

Employee Face Sheet & Signature Page

Printed Name:	
Signed Signature:	
Employee Position:	
Social Security Number:	
Date of Birth:	
Date of Hire:	
Home # _____	Cell _____ Other _____
Mailing Address:	
Hours of Availability to work	
First Emergency Contact Person (Name & Address)	Alternate Emergency Contact Person (Name & Address)
Home _____ WK _____ Cell _____ Other _____	Home _____ WK _____ Cell _____ Other _____
Privileging Status:	

Current Photo



EMPLOYEE AUTHORIZATION TO OBTAIN CONFIDENTIAL INFORMATION

I, _____ authorize The BruSon Group Inc. to obtain the following confidential information checked:

- Health Information Records (Including But Not Limited To: Physical(s), Tuberculosis (TB) Test(s) Results and Immunization Records)
- Motor Vehicle/Driving Records for the Past Seven (7) Years
- Automobile Insurance Information
- Drug Screen Results
- North Carolina Health Registry Information
- Statewide and/or Nationwide Criminal Background Records Information
- Education Information (Including But Not Limited To: College Degree(s), High School Diploma, General Equivalency Diploma (GED), and School Transcript(s) and Record(s))
- Copies of Job-Related Certifications (Including But Not Limited To: CPR, First Aid, AED, Medication Administration, Seizure Management, OSHA/Bloodborne Pathogens, NCI/CPI, Client Rights, Specific Population Training, Person-Centered/Treatment Plans Training, Client Confidentiality/HIPPA, and Credentialing & Privileging Information)
- Previous Employment Personnel File Information (Including But Not Limited To: Employee Position(s), Job Description(s), Dates of Employment, Overall Performance, Employee Evaluation(s)/Appraisal(s), All Education and Training Information, Disciplinary Action(s), and Credentialing/Licensing/Privileging Information)
- Other Additional Information (Please Be Specific.): _____

By signing this form, I acknowledge that The BruSon Group, (NBHC) may use this information in regards to determining my eligibility for new employment, continued employment, or re-hire. I hereby release and absolve New Beginnings Healthcare, Inc. from any and all liability of any and all nature and kind that pertains to the receipt of any of the aforementioned information above and from any claim(s) or damage(s) that may result from having received this information by my authorization.

Employee Printed Name

Employee Signature

Date

The Bruson Group Inc.

THE BRUSON GROUP, INC.

~dba~

New beginnings Healthcare

7417 Knightdale Blvd. Unit 101 Knightdale, NC 27545

(919) 261-8566 office (919) 261-8569 fax

ALLMyTEEGOD@aol.com

Email:

Confidential/Proprietary Non-Competition and Non-Disclosure Agreement

This Non-competition and Non-disclosure Agreement is entered into this ____ day of _____, 20____ between the BruSon Group Inc. dba New Beginnings Health Care (“Employer”) and _____ (“Employee”).

Recitals

- Employee desires to be hired by Employer and is signing this Agreement at the beginning of the Employee’s employment with the Employer and is being signed in conjunction with an Employment Agreement and is hereby made a part thereof.
- Employee acknowledges that due to the nature of Employer’s business, this employment will result in Employee obtaining confidential business information on Employer’s clients and prospects throughout the territory where Employer does business.
- As a condition to Employer’s agreement to employ Employee and to expose Employee to its confidential information, Employer requires that Employee enter into an agreement not to compete with Employer under certain circumstances and not to disclose nor use Employer’s confidential information except in furtherance of Employer’s business.
- Employee has carefully considered and has determined that the employment and the compensation described in the Employment Agreement constitute adequate and sufficient consideration for this Agreement.
- Employer and Employee agree that this Agreement is necessary for the protection of the Employers legitimate business interests in its clients, accounts prospects, and proprietary and confidential information.

Now therefore, in consideration of the Employee’s employment and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- **Best Efforts.** Employee will devote his/her full talents and best efforts to the performance of the business of Employer, and will not be actively involved in any other business unless given written permission to do so by the Employer.
- **Non-Competition.** Employee shall not, directly or indirectly or as an employee, partner, officer, director or stockholder or in any other capacity whatsoever, compete with the Employer by soliciting or accepting business of any kind concerning the care of any client that has been under care of the Employee while an employee of the Employer for a period of twelve (12) months following termination of Employee’s employment (either voluntary or involuntary). The parties acknowledge and agree, that given the nature of the Employer’s business and the knowledge and experience Employee shall have of and with Employer’s clients, that the covenants were arrived at as a result of arm’s-length bargaining, that the consideration arrived at herein being paid to Employee in exchange for such non-competition agreement whose terms are reasonable and necessary to protect the legitimate business interests of Employer and the parties hereby waive the right to assert the unreasonableness of such restrictions.

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- **Non-disclosure.** Employee acknowledges that they will be privy to confidential, propriety and non-public information concerning the Employer, including, but not limited to, information relating to Employer's clients and prospects lists, financial condition, operations, plans and activities, proprietary and trade secret information, and other commercial aspects of its business ("Confidential Information"). Accordingly, Employee agrees that they will not, either during their employment or at any time thereafter, either directly or indirectly, use for their own benefit or divulge, disclose or communicate any Confidential Business Information of Employer to any person, firm, corporation, association or other entity except for any reason disclosure made by employee to their attorneys or accountants or as may otherwise be required by law. Employee shall take all appropriate steps to safeguard such Confidential Information against disclosure, misuse, loss or theft.
- **Inducement of Employees and Business Relations.** During Employee's employment with the Employer, and for a period of twelve (12) months thereafter, Employee shall not, directly or indirectly, induce, attempt to induce or aid others in inducing an employee of the Employer to leave the employ of the Employer or in any way interfere with the relationship between Employer and an employee of the Employer or induce or attempt to induce any client, or other business relation of Employer to cease doing business with Employer, direct any business away from Employer, or in any way interfere with the relationship between any client or business relation of the Employer.
- **Remedies.** Employee acknowledges and agrees that Employee's breach of these covenants will cause substantial damage to the relationship between Employer and its clients and prospects and that the amount of such damage is and will be difficult to quantify. Therefore, Employee and Employer agree that if Employee breaches these covenants, Employer shall be entitled to recover the sum of that if Employee breaches these covenants, Employer shall be entitled to recover the sum of \$100,000.00 as liquidated damages for harm to its relationship with its clients and prospects in addition to compensation for actual loss of profits or other damages directly or indirectly caused by the breach. Employee further acknowledges that the services to be rendered under this Agreement and the Confidential Information to be disclosed to Employee during their employment are of a special and unique character, and the breach of any provision of this Agreement will cause Employer irreparable injury and damage. Therefore, in the event of an actual or threatened breach by Employee of these covenants, Employer or its successors or assigns may, in addition and supplementary to any other rights and remedies existing in its favor, apply to any court of law or equity of competent jurisdiction for specific performance or injunctive relief in order to enforce, or prevent any violation of these covenants by the Employee, the non-competition period described above shall be tolled until such alleged breach or violation is resolved. Employer shall also be entitled to recover the costs, including reasonable attorney's fees, it incurs in enforcing or defending its rights under any provision of this Agreement.
- **Amendments.** No amendment or modification of this Agreement shall be deemed effective unless and until executed in writing by both parties hereto.
- **Severability.** If any provision or clause of this Agreement or portion thereof shall be held by any court or other tribunal of competent jurisdiction to be illegal, void or un-enforceable in such jurisdiction, to be illegal, void or un-enforceable in such jurisdiction, the remainder of such provisions shall not thereby be affected and shall be given full effect without regard to the invalid portion.

The Bruson Group Inc.
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~dba~
New Beginnings Healthcare
7417 Knightdale Blvd. Unit 101 Knightdale, NC 27545
Office: (919) 261-8566 **Fax:** (919) 261-8569 **Email:** ALLMyTEEGOD@aol.com

- **Entire agreement.** This agreement, along with the Employment Agreement being signed in conjunction with this Agreement, contains the entire agreement between the Employer and Employee. If any provisions between this Agreement and the Employment Agreement contradict or limit any provision contained in the Employment Agreement shall be controlling

Employer: The BruSon Group dba New Beginning Health Care

(Employee signature)
Title: _____

Date

(Supervisor signature)

Date

(Witness signature)

Date

I witness whereof, the parties have executed this Agreement as of the date above first written.