



## **Caregiver Agreement Notices**

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**SIGNING CONSENT TO RETURN ALL DOCUMENTATIONS WITHIN 30 DAYS**

This is to confirm and specify the terms of our engagement with you. Please read the form before you sign it. Our engagement cannot be relied upon to disclose errors, neglect, fraud, or other illegal acts that may exist.

Duration of this consent is 30 days from date of signature.

NO	MISSING DOCUMENTS OR FORMS	MISSING X	RECEIVED √
1	Payment Agreement		
2	Employment Agreement		
3	Applicant Authorization for Direct Deposits		
4	Tuberculosis Test/Screen		
5	Physical examination form 2 steps PPD (PA 611.56)		
6	Social Security Card		
7	Driver's Licenses or State ID Card/		
8	Passport or Birth Certificate and Pennsylvania Driving Record Check/Proof of Residency (Pa 611.52)		
9	Child Abuse History		
10	Request for criminal record		
11	2 letters of Recommendation		
12	W4 & I9		
13	Picture		
14	Signing Consent		

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**PARTNERS IN CARE AT HOME, LLC**

**Personal Care Worker Job Description**

**Job Description- PERSONAL CARE COMPANION**

- Provide conversation and companionship.
- Assist with walking and home physical therapy.
- Prepare current and future meals, monitor diet and eating.
- Medication reminders
- Assist with bathing, grooming, and dressing.
- Assist with toileting.

**HOME HELPER**

- Light housekeeping
- Laundry and linen washing



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- Accompany to doctor appointments.
- Running errands for clients.
- Assist with paying bills.
- Prepare grocery list and do shopping.

#### **OVERNIGHTS**

- All services of companion position
- Assist with evening routine.
- Assist as needed throughout the night.

#### **ADDITIONAL RESPONSIBILITIES**

- Assist with other related duties as requested or asked by clients.
- Call office with any changes to client's health, needs, and/or living conditions.
- Communicate with clients in a respectful manner.
- Treat client and client's property with respect.
- Capability to drive or take public transportation to client's home.
- Capability to lift a maximum of 25 pounds.
- Report hours worked.

The above Caregiver descriptions define the basic duties involved with each position. These lists do not cover all responsibilities and duties involved with each position.

**PICAH, Home Care reserves the right to change these descriptions in the future as needed.**

I have read and understand the duties of the Personal Care position, Home Helper position, Overnight position, and Additional Responsibilities:

#### **Definition**

Provides unskilled personal care and household services for stable, maintenance clients in their homes in compliance with a service plan.

#### **Level of Responsibility**

Reports to Manager and/or qualified Supervisor.

#### **Duties and Responsibilities**

1. Completed agency training or have verified experience in the provision of home care tasks to consumers and passed a competency evaluation.
2. Observation and maintenance of the home environment that ensures the safety and security of the consumer.
3. Assistance with household chores including cooking and meal preparation, cleaning, and laundry.
4. Assistance in completing activities such as shopping, and appointments outside the home.



5. Companionship including, but not limited to, social interaction, conversation, emotional reassurance, encouragement of reading, writing and activities that stimulate the mind.
6. Assistance with activities of daily living, personal care and any other assignments as included in the service plan.
7. Completion of appropriate service notes regarding service provision each visit. Documentation shall contain services provided, date, time in and out, and confirmation that care was provided. Such confirmation shall be according to agency policy.
8. In order to delineate the types of services that can be provided by a personal care worker, evidence of training in and competency in understanding and identifying situations where skilled home health care would be needed to meet higher needs of the consumer.

**(1) Skin care.** A personal care worker may perform general skin care assistance. A Personal Care Worker may perform skin care only when skin is unbroken, and when any chronic skin problems are not active. The skin care provided by a personal care worker shall be preventative rather than therapeutic in nature and may include the application of non-medicated lotions and solutions, or of lotions and solutions not requiring a physician's prescription. Skilled skin care includes wound care other than basic first aid, dressing changes, application of prescription medications, skilled observation and reporting. Skilled skin care should be provided by an agency licensed to provide home health services.

**(2) Ambulation.** A personal care worker may generally assist consumers with ambulation who have the ability to balance and bear weight. If the consumer has been determined by a health professional to be independent with an assistive device, a personal services worker may be assigned to assist with ambulation.

**(3) Bathing.** A personal care worker may assist consumers with bathing. When a consumer has skilled skin care needs or skilled dressings that will need attention before, during or after bathing, the consumer should be in the care of an agency licensed to provide home health services.

**(4) Dressing.** A personal care worker may assist a consumer with dressing. This may include assistance with ordinary clothing and application of support stockings of the type that can be purchased without a physician's prescription. A personal care worker shall not assist with application of an ace bandage and anti-embolic or pressure stockings that can be purchased only with a physician's prescription.

**(5) Exercise.** A personal care worker may assist a consumer with exercise. However, this does not include assistance with a plan of exercise prescribed by a licensed health care professional. A worker may remind the consumer to perform ordered exercise program. Assistance with exercise that can be performed by a personal care worker is limited to

the encouragement of normal bodily movement, as tolerated, on the part of the consumer and encouragement with a prescribed exercise program. A personal care worker shall not perform passive range of motion.

**(6) Feeding.** Assistance with feeding may generally be performed by a personal service worker. Personal care workers can assist consumers with feeding when the consumer can independently chew and swallow without difficulty and be positioned upright. Assistance by a personal care worker does not include syringe, tube feedings and intravenous nutrition. Whenever there is a high risk that the consumer may choke as a result of the feeding the consumer should be in the care of an agency licensed to provide home health services.



**(7) Hair care.** As a part of the broader set of services provided to consumers who are receiving personal services, personal care service agencies may assist consumers with the maintenance and appearance of their hair. Hair care within these limitations may include shampooing with non-medicated shampoo or shampoo that does not require a physician's prescription, drying, combing and styling of hair.

**(8) Mouth care.** A personal care worker may assist and perform mouth care. This may include denture care and basic oral hygiene. Mouth care for consumers who are unconscious, have difficulty swallowing or are at risk for choking and aspiration should be performed by an agency licensed to provide home health services.

**(9) Nail care.** A personal care worker may assist generally with nail care. This assistance may include soaking of nails, pushing back cuticles without utensils, and filing of nails. Assistance by a personal care worker shall not include nail trimming. Consumers with a medical condition that might involve peripheral circulatory problems or loss of sensation should be under the care of an agency licensed to provide home health services to meet this need.

**(10) Positioning.** A personal care worker may assist a consumer with positioning when the consumer is able to identify to the personal care staff, verbally, non-verbally or through others, when the positions needs to be changed and only when skilled skin care, as previously described, is not required in conjunction with the positions. Positioning may include simple alignment in a bed, wheelchair, or other furniture.

**(11) Shaving.** A personal care worker may assist a consumer with shaving only with an electric or a safety razor.

**(12) Toileting.** A personal care worker may assist a consumer to and from the bathroom, provide assistance with bedpans, urinals and commodes; pericare, or changing of clothing and pads of any kind used for the care of incontinence.

**(13) Urinary Collection Devices.** A personal care worker may empty urinary collection devices, such as catheter bags. In all cases, the insertion and removal of catheters and care of external catheters is considered skilled care and shall not be performed by a personal care worker.

**(14) Ostomy Care.** A personal care worker may empty ostomy bags and provide assistance with other consumer-directed ostomy care only when there is no need for skilled skin care or for observation or reporting to a nurse. A personal care worker shall not perform digital stimulation, insert suppositories or give an enema.

consumer has sufficient balance and strength to reliably stand and pivot and assist with the transfer to some extent. Adaptive and safety equipment may be used in transfers, provided that the consumer and personal care worker are fully trained in the use of the equipment and can direct the transfer step by step. Adaptive equipment may include, but is not limited to wheelchairs, tub seats and grab bars. Gait belts may be used in a transfer as a safety device for the personal care worker as long as the worker has been properly trained in its use.

(a) A personal care worker shall not perform assistance with transfers when the consumer is unable to assist with the transfer. Personal care workers, with training and demonstrated competency, may assist a consumer in a transfer involving a lift device.

(b) A personal care worker may assist the informal caregiver with transferring the consumer provided the consumer is able to direct and assist with the transfer.



**(16) Medication reminding.** A personal care worker may assist a consumer with medication reminding only when medications have been preselected by the consumer, a family member, a nurse, or a pharmacist, and are stored in containers other than the prescription bottles, such as medication minders. Medication minder containers shall be clearly marked as to day and time of dosage and reminding includes: inquiries as to whether medications were taken; verbal prompting to take medications; handing the appropriately marked medication minder container to the consumer; and, opening the appropriately marked medication minder container for the consumer if the consumer is

physically unable to open the container. These limitations apply to all prescription and all over-the-counter medications. Any irregularities noted in the pre-selected medications such as medications taken too often, not often enough or not at the correct time as marked in the medication minder container, shall be reported immediately by the personal care worker to the supervisor.

**(17) Respiratory Care.** Respiratory care is considered skilled care and shall not be performed by a personal care worker. Respiratory care includes postural drainage, cupping, adjusting oxygen flow within established parameters, nasal, endotracheal and tracheal suctioning. (a) Personal care workers may temporarily remove and replace a cannula or mask from the consumer's face for the purposes of shaving, washing a consumer's face. (b) Personal care workers may set a consumer's oxygen flow according written instruction when changing tanks, provided the personal care worker has been specifically trained and demonstrated competency for this task.

**(18) Accompaniment.** Accompanying the consumer to medical appointments,

banking errands, basic household errands, clothes shopping, grocery shopping or other excursions to the extent necessary and as specified on the service plan may be performed by the personal care worker when all the care that is provided by the personal care staff in relation to the trip is unskilled personal care, as described in these regulations.

**(19) Protective oversight.** A personal care worker may provide protective

oversight including stand-by assistance with any personal care task described in these regulations. When the consumer requires protective oversight to prevent wandering, the personal care worker shall have been trained in appropriate intervention and redirection techniques.

**(20) Respite care and companionship.** A personal care worker may provide respite and companionship in the consumer's home according to the service plan as long as the necessary provision of services during this time does not include skilled personal care services as described in this regulation.

**(21) Housekeeping services.** A personal care worker may provide housekeeping services, such as dusting, vacuuming, mopping, cleaning bathroom and kitchen areas, meal preparation, dishwashing, linen changes, laundry, and shopping in accordance with the service contract. Where meal preparation is provided, the personal care worker should

receive instruction regarding any special diets required to be prepared.

**(22)** The agency does not allow personal care workers to:

- (1) Perform skilled home health services
- (2) Perform or provide medication set-up for a consumer; or



(3) Perform other actions specifically prohibited by agency policy, regulations, or law.

9. Observes and reports to the Manager and/or Supervisor any changes from normal.
10. Maintains timely records of home visits.
11. Practices standard infection control precautions, basic first aid and home safety.
12. Attends appropriate education meetings.
13. Attends and participates in appropriate care coordination conferences, staff meetings, and agency committee meetings.
14. Performs other related functions as directed.
15. Maintains confidentiality in all aspects of job performance.
16. Complies with all applicable laws, regulations, and standards in performance of job functions.

### **Minimum Qualifications**

1. At least 18 years of age.
2. Possess a high school diploma or GED.
3. Be able to communicate and understand return communication effectively in exchanges between the consumer, family representatives, and other providers.
4. Additional related annual training that equal to 12 credit hours a year.
5. Access to a reliable form of transportation.

### **Knowledge, Skills, and Abilities**

1. Knowledge of principles and procedures of personal care and safety practices in the home care setting.
2. Understanding of family interactions and aging process.
3. Beginning knowledge of nutrition and food service.
4. Beginning skills in personal care.
5. Ability to observe, report, and record client's care and condition accurately.
6. Ability to communicate effectively, verbally and in writing.
7. Ability to establish and maintain effective working relationships with management, clients and families, and staff members.

### **Required Abuse Reporting:**

If you detect any of the following signs of abuse or suspect abuse of the client, it is critical that you alert the Office Manager immediately. Reports that a caregiver has neglected or abused a client **will result in an immediate investigation, pending discharge and/or criminal charges.**

## **SIGNS OF ABUSE**

### ***Signs of Passive and active neglect***

- Personal care is lacking or neglected
- Signs of malnourishment
- Chronic health problems
- Pressure sores (bed sores)
- Dehydration

### ***Signs of Sexual Abuse***

- Trauma to the genital areas
- Venereal diseases
- Signs of psychological abuse may also be present with sexual abuse



### ***Signs of Physical Abuse***

- Visual signs of physical trauma (e.g. scratches, bruises, cuts, burns)
- Injury-especially if repeated (e.g. fractures, sprains, dislocation)
- Repeated “unexplained” injuries
- Inconsistent explanations of the injuries
- Gap in time between injury and medical treatment

### ***Signs of Material or Financial Abuse***

- Unusual banking activities
- Documents are being drawn up for the person, which they cannot explain or understand
- Personal belonging is missing
- Signatures on checks and other documents do not match the signature of the older adult/disabled person

### ***Psychological Abuse***

- Anxiety
- Depression, helplessness, hopelessness, thoughts of suicide
- Confusion, disorientation

### ***Behavioral Signs***

- Clinging, lack of eye contact
- Agitation
- Evasiveness

### ***Violation of Basic Rights***

- Care provider or family member withholds or reads older adult/disabled person’s mail
- Care provider or family member has removed all the doors from the older adults/disabled person’s room
- Care provider or family member has installed locks on the outside of the client’s room door.

By my signature, I acknowledge that I have read and understand this job description and its requirement and that I am expected to complete all duties as assigned. I understand the job functions may be altered from time to time.

## **3**

### **DISCLOSURE STATEMENT APPLICATION FOR PROVISIONAL EMPLOYMENT**

#### **Required by the Child Protective Service Law**

#### **23 Pa. C.S. Section 6344 (relating to employees having contact with children; adoptive and foster parents)**

I swear/affirm that I have applied for clearances through ChildLine, the Pennsylvania State Police, and the Federal Bureau of Investigation and am submitting a copy of the appropriate completed request forms to the employer, administrator, supervisor or other person responsible for employment decision.

I swear/affirm that I have not been named as a perpetrator of a founded report of child abuse within the past five (5) years as defined by the Child Protective Services Law.





I swear/affirm that I have not been convicted of any of the following crimes under Title 18 of the Pennsylvania consolidated statues or equivalent crime under the laws or former laws of the United States or one of its territories or possessions, another state, the District of Columbia, the Commonwealth of Puerto Rico or a foreign nation, or under a former law of this Commonwealth.

- Chapter 25 (relating to criminal homicide)
- Section 2702 (relating to aggravated assault)
- Section 2709 (relating to stalking)
- Section 2901 (relating to kidnapping)
- Section 2902 (relating to unlawful restraint)
- Section 3121 (relating to rape)
- Section 3122.1 (relating to statutory sexual assault)
- Section 3123 (relating to involuntary deviate sexual intercourse)
- Section 3124.1 (relating to sexual assault)
- Section 3125 (relating to aggravated indecent assault)
- Section 3126 (relating to indecent assault)
- Section 3127 (relating to indecent exposure)
- Section 4302 (relating to incest)
- Section 4303 (relating to concealing death of child)
- Section 4304 (relating to endangering welfare of children)
- Section 4305 (relating to dealing in infant children)
- Section 5902(b) (relating to prostitution and related offenses)
- Section 5903(c) (d) (relating to obscene and other sexual material and performances)
- Section 6301 (relating to corruption of minors)
- Section 6312 (relating to sexual abuse of children), or an equivalent crime under Federal law or the law of another state.

I have not been convicted of a felony offense under Act 64-1972 (relating to the controlled substance, drug device and cosmetic act) committed within the past five years.

I understand that I must be dismissed from employment if I am named as a perpetrator of a founded report of child abuse within the past five (5) years or have been convicted of any of the crimes listed above.



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I understand that I am not permitted to work alone with children and must work in the immediate vicinity of a permanent employee during this provisional employment period.

I understand that if I am arrested for or convicted of an offense that would constitute grounds for denying employment or participation in a program, activity or service under the Child Protective Services Law as listed above, or am named as perpetrator in a founded or indicated report, I must provide the administrator or designee with written notice not later than 72 hours after the arrest, conviction or notification that I have been listed as a perpetrator in the Statewide database.

I understand that if the person responsible for employment decisions or the administrator of a program, activity or service has a reasonable belief that I was arrested or convicted for an offense that would constitute grounds for denying employment or participation in a program, activity or service under the Child Protective Services Law, or was named as perpetrator in a founded or indicated report, or I have provided notice as required under this section, the person responsible for employment decisions or administrator of a program, activity or service shall immediately require me to submit current clearances obtained through the Department of Human Services, the Pennsylvania State Police, and the Federal Bureau of Investigation. The cost of clearances shall be borne by the employing entity or program, activity or service.

I understand that if I willfully fail to disclose information required above, I commit a misdemeanor of the third degree and shall be subject to discipline up to and including termination or denial of employment.

I understand that the person responsible for employment decisions or the administrator of a program, activity or service is required to maintain a copy of my clearances.

I hereby swear/affirm that the information as set forth above is true and correct. I understand that false swearing is a misdemeanor pursuant to Section 4903 of the Crimes Code.

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**PICAH. - PRE-EMPLOYMENT BACKGROUND CHECK AUTHORIZATION**



I, \_\_\_\_\_, understand that as part of the employment process, (PARTNERS IN CARE AT HOME, LLC) needs to complete a background check on me regarding: Criminal record.

1. Sex and Violent Offenders Record.
  2. Employment Verification.
  3. Education Verification.
  4. License Verification.
  5. Motor Vehicle Records.
  6. Personal/Professional Reference Verification.
  7. Medical Suitability
  8. Drugs/Alcohol
- I authorize all federal and state agencies, persons and organizations that may have information relevant to this research to disclose such information to (PICAH) or its authorized agent(s).
  - I understand that this authorization is to be part of the written and signed employment application.
  - I also understand that I do not have to give authorization for a background check but if I do not give permission, my employment application will not be processed further.
  - I understand that I have specific rights under the federal Fair Credit Reporting Act (FCRA) and may have additional rights under relevant State law.
  - I further authorize that a photocopy of this authorization may be considered as valid as the original.



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- I hereby certify that all statements on this form are true and correct to the best of my knowledge and belief. I understand that employment with (PICAH) is contingent upon successful completion of a background check.
- I give PICAH my consent to run back ground check on me and also in order to be In compliance of 55 PA Code Chapter 52.19, criminal background checks are required for all employed or rostered direct care workers, office staff and the direct owner of **PARTNERS IN CARE AT HOME, LLC**. There will be in-office procedures to ensure that all criminal background checks and verifications are in place prior to employment and updated **annually**.

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**EMPLOYMENT AGREEMENT - PARTNERS IN CARE AT HOME, LLC**



Employee Name: \_\_\_\_\_

1. The employee will carry out the duties and responsibilities listed in the job description/ list of assigned tasks and signed by employee and employer.

2. Following are the hours the employee will work:

Monday	_____	Friday	_____
Tuesday	_____	Saturday	_____
Wednesday	_____	Sunday	_____
Thursday	_____		

3. The employee will have the following time off, upon negotiation with the employer:

\_\_\_\_\_

4. The employer will pay the employee \$ . per hour.

5. When leaving, the employee will give the approximate time of return and, if possible, leave a phone number where he/she can be reached. Also, when the employee will be late in returning, he/she will call to let the employer know.

6. The employee is responsible for paying for long-distance telephone calls made/received by the employee.

7. The employee will not be paid for scheduled hours not worked unless the time not worked is covered by a benefit as provided by the employer.

8. Both parties to this agreement will respect each other's individuality and treat each other accordingly. Both will attempt to be flexible and work at solving problems as they arise.

9. At least 2 weeks' notice will be given by employee regarding termination of this agreement.

Other agreements/ benefits:



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Health Care Benefits Insurance is available for those who qualify upon hiring. Dental and Vision are not part of the Health Plan Benefits. Employee can choose to have Dental and Vision add unto their health plan benefits at their own cost. Partners In Care At Home, LLC, does offer affordable Health Care Benefits to all who qualify.

I \_\_\_\_\_ Agree on this day \_\_\_\_\_, to work as a caregiver at  
**PARTNERS IN CARE AT HOME, LLC.** I agree to be paid \$ \_\_\_\_\_ flat rate w2.

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

X \_\_\_\_\_  
*Employer / PICAH'S REP. Signature* \_\_\_\_\_ *Date*

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**PICAH. - CAREGIVER AGREEMENT**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between  
**PARTNERS IN CARE AT HOME, LLC** referred to as "Company" and  
\_\_\_\_\_ referred to as "**Applicant**":

1. **Proprietary Information.** Applicant recognizes that applicants may have access to company's client records, financial records, business forms and the list of Company's customers and employees. The applicant understands that all such information is a valuable and unique asset of company's business and agrees to consider all such information to be proprietary. Applicant agrees, always and under all circumstances, to keep such information confidential. Applicant understands that this commitment survives the termination of Applicant's relationship with Company.

2. **Solicitation.** Applicant agrees that during the period of work assigned by company and for a one (1) year after the termination of applicant's work assignment(s), Applicant will not, behalf of applicant or on behalf of any other applicant, firm, corporation, or entity, call on any of the clients of company for the purpose of soliciting and/or providing to any of such clients any senior citizen domestic care services.

Applicant shall not, in any way, directly or indirectly, for applicant, or on the behalf of any other applicant, firm, corporation, or other entity, solicit, divert, or take away any client of the company, nor shall applicant directly perform any senior care domestic care services for any client of Company during the aforementioned period. Failure to comply with this term will result at a minimum in a **\$10,000.00** penalty fine imposed on the Applicant and possible further legal action.

**3. Position Duties, Procedures, and Responsibilities.**

Applicant agrees and certifies that they have at least two years prior experience in the following Personal Caregiver duties targeted at Seniors: Companionship & Conversation, Bathing, Dressing, Grooming, Light Housecleaning, Alzheimer's & Dementia Care, Meal Planning and Preparation, Running Errands, Medication Reminders, Laundry and Linen, Incontinence Care, and Reloading a Feeding Tube. Applicant agrees that in the event the company discovers that in some way caregiver does not have two years prior experience of the above Personal Caregiver duties, caregiver may be dismissed for providing false information.



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In addition, Applicant agrees that they are willing to perform at a minimum all the duties outlined above and are willing to travel within the boundaries of **PARTNERS IN CARE AT HOME, LLC** client service area (**Philadelphia County, Delaware County, West Chester County, Montgomery County, And Berks County**) to an assignment given by Company with a minimum of two hours a day. Applicant agrees that they are responsible for paying any and all commuting expenses to and from their place of work assignment.

In addition, applicant agrees that they understand that company is running a **24/7** business that requires immediate response to client care needs and therefore the applicant agrees to be called any time of day or night any day of the week regarding getting scheduled on a job. Applicant agrees that the contact phone number provided to company is the best way to reach them and will update company immediately if that phone number should change. Applicant understands that providing caregiver services is part of the healthcare related field (like an extension of a hospital setting – but assisting with non-medical activities of daily living) and care needs to be provided to company patients on a **24/7** basis. Applicant understands and agrees that they need to have a very flexible schedule that will allow them to work any day of the week and work during any hours of each day.

Applicant understands and agrees to work any shifts assigned to them (**up to 40 hrs. a week**) by company no matter what the days/hours of the shift(s) **if** the work assignment(s) are in the previously specified client service area.

Applicant understands that they may be required to travel up to **50 miles** to work two hours shift and then travel another 50 miles to work another **two-hour** shift in any given day during any time of the day. Also, applicant agrees and understands that this position is an on-call position and that there is therefore no guaranteed number of working hours each week with the company's clients.

Applicant understands and agrees that they may only get scheduled for a minimum of two hours per month or may get scheduled for full time work depending on the on-call work available within company clientele week to week. Company cannot predict the health or the personal requests of its clientele, so changes to applicant's schedule may happen unexpectedly and within only a few hours' notice. Applicant agrees and understands that Company is not responsible for providing consistent hours week to week with this on-call position.

The Applicant also understands and agrees that any form of dishonest act or criminal offense is strictly prohibited at **PARTNERS IN CARE AT HOME, LLC** and will result in termination from **PARTNERS IN CARE AT HOME, LLC**. Accepting or taking money or possessions from a senior citizen client is strictly prohibited. Employees found accepting or taking money or possessions from any **PARTNERS IN CARE AT HOME, LLC** client will result in termination.

Applicants not willing to travel at least **50 miles** each way from their place of residence (within Company work area ) to a work assignment that has a minimum of two work hours during a **24hr** period from company, or is not willing to work potentially irregular on-call as needed hours any time or day of the week, or disagrees with the performance improvement program, or disagrees with any other item stated in this contract should **not sign** this agreement as applicant will be dismissed for willful or gross misconduct if they do not comply with company policy or accept a work assignment within the guidelines stated above from Company.

4. **Truth of All Information Given by Applicant.** I hereby state that all the information that I provided on this application or any other documents filled out in connection with my employment, and in any interview is true and correct. I have withheld nothing that would, if disclosed, affect this application unfavorably. I understand that if I am employed and any such information is later found to be false in any respect, I will be dismissed.

**PARTNERS IN CARE AT HOME, LLC**



## CAREGIVER GUIDELINES

It would be impractical to set forth a list of all activities that are considered to be illegal or contrary to good business practices and good employee-employer relations. This is intended only as a guideline.

### 1) Commitment

**PARTNERS IN CARE AT HOME, LLC** provides needed services to a vulnerable population. Our clients depend upon our caregivers. It is extremely important that you keep your commitment once you have accepted a job. This means you will need to schedule your own personal commitments around your commitment to your client. It is not well received by our clients plus a great deal of work for the office to send a fill-in caregiver. Applicants planning a time off, MUST give the office at least ONE MONTH notice prior to the day(s) requested. Request Offs not received FOUR weeks in advance will not be approved.

### 2) Notifying the Office. Tel: 484-452-5199

It is important that the office be notified immediately of the following:

- Requests from clients for a change in the type of services we provide.
- Significant changes in a client's condition (i.e. they get admitted to hospital).
- Schedule or shift changes (i.e. if the client calls you to cancel an appt.)
- New appointments for service that clients make directly with you.

### 3) No Call, No Show

A caregiver who does not show up to work and does not call the office can be subject to immediate termination.

### 4) Arrive on Time To Scheduled Shifts

Caregivers should ALWAYS arrive ON TIME to their patients/client's residence. If you foresee a late arrive please call the office. Caregivers who arrive more than 30 minutes late to their patient/client, will lose ½ hour of the clock. A second offense will result in a warning notice in writing. A third offense can result in termination from **PARTNERS IN CARE AT HOME, LLC**.

If you have an EMERGENCY and will be MORE than 60 MINUTES LATE to the client – you must call BOTH the client and our Office Administrator (**Tel:484-452-5199**) as soon as possible before your shift starts and tell them the emergency situation and how late you will be. If you are having car trouble, we will plan for transportation to and from your client's home. Failure to call can result in a verbal and possible writing warning.

### 5) Employment Termination

Applicants must give **TWO WEEKS WRITTEN** notice before terminating their employment with **PARTNERS IN CARE AT HOME, LLC**. Failure to give two weeks' notice will lead to the Applicant not getting hired by partners in care in the future.

### 6) Flexibility and Willingness



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The successful Applicant is one who can be flexible with our clients. We provide a service that cannot always be completely spelled out at the start of a job. We want our Applicants to have the flexibility to 'go with the flow' and have the willingness to meet reasonable client requests.

## 7) Workload

The number of clients served by PARTNERS IN CARE AT HOME, LLC changes all of the time. There may be gaps in time when one of your clients ends service and before we have new jobs to assign to you. We try to give Applicants as many hours of service as they desire but cannot guarantee this on a consistent basis.

## 8) Requirements

As a representative of the company how you present yourself in the community is very important to us. In that regard we have the following expectations that we ask you to follow:

- To wear clean and appropriate clothes for the task
- To turn your cell phone off while working with clients, and unless you need to call the office.
- Do not have friends, pets, or family members accompany you when you're with a client unless it has been authorized by the office first.
- You are prohibited from asking to borrow things from the patient/client.
- Should a misunderstanding or a problem arise between the patient/client and yourself – please call the office for advice.
- Do not introduce new activities to the patient unless authorized by the patient's doctor.
- No sleeping while on duty unless during designated time of rest for live in cases **ONLY**.
- You are not allowed to entertain personal visits or guest while on duty.
- Do not report to work if you are under the influence of alcohol and/or drugs. You are not allowed to bring alcohol or any intoxication beverages as well as any illegal drugs during your time on duty.
- Smoking is not allowed inside the patient's/client's home.
- Carrying of unauthorized or concealed weapons is not allowed.
- Do not disclose any confidential information about our company, and any information obtained in the course of duty/employment (such as salary, etc.)
- All patient medications should be known to the caregiver. All medications should be listed on a medication sheet, including the names of the medications, dosage, timing and form of the medication.
- Caregivers are not allowed to give **IM** and **IV** medications. Patients should be properly observed and guarded while taking medications.
- Every episode of medication management should be recorded. Instances when patients refuse to take medicines should also be noted.
- Requests for time off must be submitted one month in advance. Failure to do so will lead to disapproval of the request.
- A caregiver who wishes to exchange duties with another caregiver should personally make arrangements with the other caregiver. Both parties must call the office at least 24 hrs. before the exchange is to start and let the office know when the exchange will take place.
- Caregivers who sign up for on-call and work an on-call shift (that is not with their own client) will be paid \$13/hr. for those on call hours worked.
- Caregivers should NOT leave their patients/clients until the relieving caregiver arrives. If the relieving caregiver is late 30 minutes, the office should be notified by the outgoing caregiver – so the office can send a replacement caregiver. Outgoing caregivers who leave their caregiver before the arrival of the



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reliever will be **TERMINATED** from **PARTNERS IN CARE AT HOME, LLC.** for shift abandonment on the first offense

- Any form of criminal offense committed by the caregiver during work hours will be prosecuted to the utmost degree of the law and can result in termination from **PARTNERS IN CARE AT HOME, LLC.**

### **Important Reminder:**

*Our clients may have viewpoints on people, places and things that we do not agree with. It is important that you do not express your opposition to their views or try to 'educate' them. Please don't initiate conversations about religious and/or political topics. Some of our clients enjoy talking about these subjects and may bring them up. Please use your discretion about getting involved in these conversations.*

## **PARTNERS IN CARE AT HOME, LLC**

### **Applicant Pay Procedures**

#### **YOUR ORGANIZATION USES THE TELEPHONE/CELL PHONE TO TRACK CAREGIVER HOURS THROUGH HHA EXCHANGE/ EVV:**

**Follow the Agency Instructions for logging in and out of the time keeping system via telephone/Cell Phone. Your manager will provide you with these instructions before you leave today.**

#### **Contacting the Office After Hours and On Weekends and Holidays**

**Tel: 484-452-5199 ( On Call )**. If On Call Staff does not answer the phone, please leave a message explaining the situation and a number you can be reached at. The On Call staff will call you back in 15 minutes and if you are calling out you must speak directly to On Call Staff. A voice message call out is considered an improper call out and you will face disciplinary action.

Please call the afterhours number: **484-452-5199** when:

- Any accident or injury occurs to you or a client while working.
- If you are in an accident on the way to work and will not be able to make it on-time – evidence will need to be shown to the office staff afterwards.
- You are in a situation and really need advice from us that can't wait until normal working hours.
- When in doubt err on the side of caution and make the call.

If you get the voice mail, please leave a detailed message and the phone number where you can be reached. We will call you back as soon as possible.

#### **OUR REGULAR OFFICE HOURS ARE MONDAY THRU FRIDAY 9 AM TO 6 PM**

The office is closed on these annual holidays: New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, and Christmas Day, Easter Sunday.

### **Emergency Procedures**

The agency staff will implement appropriate actions for clients in an emergency.

#### **Procedure:**

1. Medical emergency/life threatening situation:





- a. Call emergency rescue services 911 or direct a member of the family to call
  - b. Stay with the client until the emergency rescue service arrives
  - c. Call Administrative staff and report the emergency, only after help has arrived.
2. Change in the client's condition:
- a. Any changes in the client's condition will be reported immediately to administrative staff.
  - b. The administrative staff will determine the appropriate intervention for the client and instruct the Caregivers
3. Death of a Client:
- a. If the client dies when the caregivers is present, or is found dead by the caregivers, Administrator of **Partner In Care At Home LLC**. is to be contacted immediately. Administrator will instruct the caregivers in appropriate interventions, contact family members and the coroner's office.
4. If the client does not answer the door and the caregiver has reason for concern about the client's safety:
- a. Call the office and report the situation
- b) Summons appropriate assistance as directed by office staff to enter the home to verify that the client is safe.

## PARTNERS IN CARE AT HOME, LLC

### Personal Orientation

The following have been reviewed and understood by:



\_\_\_\_\_  
Applicant Name (Print)

1. Timecards and pay periods
2. General Employee Policies & Procedures
3. Seniors changing appointments
4. Accident/incident report
5. Emergency procedures

## PARTNERS IN CARE AT HOME, LLC

### SENIORS CHANGING APPOINTMENTS

Problems can possibly arise when our senior clients change or cancel our visits without their families' knowledge.

- Often family members hire and pay us to work with their loved ones.
- This makes them the "client", and the "senior" the applicant receiving services.
- Sometimes the "senior" may try to cancel their time with you, which would be contrary to what the "client" desires.

This can be a delicate situation because we always want to respect our senior's rights.

Whenever this situation comes up be sure to call the office (484-452-5199) (preferably before you leave the building, or before the scheduled client time). The office will help you sort this out.

**DO NOT SIGN UNTIL YOU HAVE READ & UNDERSTOOD THE ABOVE STATEMENTS AND AGREEMENT.**



I hereby acknowledge that I have read the above statements and understand the same.

In witness of the above, each party to this agreement has caused it to be executed at **PARTNERS IN CARE AT HOME, LLC** on the date indicated below.



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EMPLOYEE NAME: X \_\_\_\_\_

**Confidentiality of Information**

- All information designated confidential that is obtained or generated as a result of any or all of the operations of the agency will be dealt with in a confidential manner.
- All information that is gathered, maintained, or stored by the agency becomes the agency’s property and cannot be released without proper authorization from the administration.
- Altering information is prohibited by the agency and by law. Correction of any identified erroneous information must be done according to agency policy.

**WHAT WE CAN DO TO MAINTAIN CONFIDENTIALITY OF INFORMATION**

- In order to protect any individual from invasion of privacy and to protect the interest of the agency, any information gathered for patient care or operations will be gathered, maintained and stored in such a manner as to assure confidentiality.
- Access to information will be limited to a need-to-know basis to perform the scope of one’s duties and responsibilities.
- Dissemination of information will be handled according to agency policy, and staff will be informed during orientation, will sign the confidentiality statement and it will be placed in the employee’s file.
- Proven violation of breach of the confidentiality agreement may be cause for immediate termination.
- All records will be kept confidential and except in emergencies, and may not be accessible to anyone without the written consent of the participant or if a court order disclose other than the following: The participant; The participant’s legal guardian; The provider staff for the purpose of providing a service to the participant. An agent of the Department of health or the MCO. An individual holding the participant’s power of attorney for health care or health care proxy.

**I understand that I am responsible for following this Confidentiality Policy Agreement & The Guidelines, Both Written and Verbal.**

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**EMPLOYMENT CONFIDENTIALITY and NON-COMPETE AGREEMENT**

**THE UNDERSIGNED**, hereby further agrees:

- 1) to maintain absolute confidentiality of all such Confidential Information; and
- 2) not to use any such information in any other business or in any manner not specifically authorized and approved in writing by the employer; and



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- 3) to execute such further assurances of confidentiality as may be reasonably required from time to time by the employer; and
- 4) that during the term of employment and for a period of one (1) year following employment (the "Non-Compete Period") that he or she shall not directly or indirectly, either individually or with others, engage or have any interest, as an owner, representative, agent, consultant or otherwise, in any business which is similar to the business conducted by the employer. These covenants shall be deemed separate covenants for each and every province, country and any other governmental entity covered by the non-compete obligation and in the event the covenant for one or more such jurisdictions is determined to be unenforceable the remaining covenants shall continue to be effective. These covenants are not intended to prevent the Undersigned from using his or her general knowledge, experience, skill and know-how in a manner that is not competitive, provided the Undersigned does not use, disclose, divulge or communicate any Confidential Information (as hereinafter defined); and
- 5) not to solicit nor employ any person who is employed by the employer during the Non-Compete Period; and
- 6) not to solicit the employer customers on behalf of him or her or any other business or entity in competition with the business then conducted by the employer; and
- 7) to permit the employer to disclose this agreement, without risk of liability, to a prospective or current employer of the Undersigned if the employer has reason to believe this agreement has been breached.

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**Exhibit M**

**Nondiscriminatory Statement to Department of Health**

Name of Agency/Registry: Partners In Care At Home, LLC

Address: 850 West Chester pike, suite 310 Havertown Pa 19083

“This agency has agreed to comply with the provisions of the Federal Civil Rights Act of 1964 and the Pennsylvania Human Relations Act and all requirements imposed pursuant thereto the end that no person shall, on the grounds of race, color, national origin, ancestry, age, sex, religious creed or disability, be excluded from participation in, be denied benefits of or otherwise be subject to discrimination in the provision of any care or service or employment with our Agency.”

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**DRUG AND ALCOHOL-FREE WORKPLACE STATEMENT**

**PARTNERS IN CARE AT HOME, LLC**, in compliance with the drug-Free Workplace Act of 1988, maintains the following policy regarding the work-related effects of alcohol and drug use and the unlawful possession of controlled substances either on the agency premises or during the hours worked for **PARTNERS IN CARE AT HOME, LLC**.



Alcohol and drugs are strictly prohibited prior to or during work hours. Employees are expected to report to work physically and mentally ready and able to provide safe and appropriate care to **PARTNERS IN CARE AT HOME, LLC** clients.

The manufacture, distribution, possession, or use of a controlled substance while on duty with **PARTNERS IN CARE AT HOME, LLC** is strictly prohibited.

Employees dealing with alcohol or drug addiction problems are encouraged to use the available community health resources to resolve these issues. A concerted effort to seek help and to follow the treatment plan for the addiction will not jeopardize an employee's job and will not be noted in their personnel file as long as there are no incidents involving either drugs or alcohol.

Employees must, as a condition of employment abide, by the terms listed above, and report any convictions under a criminal drug statute for violations occurring on or off duty. A report of a conviction must be made within five (5) working days after a conviction. (This requirement is mandated by the Drug-Free Workplace Act of 1988.)

I have read and understand the terms of this policy and agree to abide by the policy as it relates to the Drug-Free Workplace Act of 1988.

## 11

### **DECLINATION OF INFLUENZA VACCINATION**

My employer or home care agency, PARTNERS IN CARE AT HOME, LLC, has recommended that I received influenza vaccination in order to protect myself and the clients I serve.

I acknowledge that I am aware of the following facts:

- Influenza is a serious respiratory disease that kills an average of 36,000 persons and hospitalizes more than 200,000 persons in the United States each year.
- Influenza vaccination is recommended for me and all other healthcare workers to prevent influenza disease and its complications, including death.
- If I contract influenza, I will shed the virus for 24-48 hours before influenza symptoms appear. My shedding the virus can spread influenza infections to clients.
- If I become infected with influenza, even when my symptoms are mild, I can spread severe illness to others.
- I understand that that the strains of virus that cause influenza infection change almost every year, which is why a different influenza vaccine is recommended each year.
- I cannot get the influenza disease from the influenza vaccine.
- The consequences of my refusing to be vaccinated could endanger my health and the health of those with whom I have contact, including:
  - clients
  - my co-workers
  - my family
  - my community

Despite these facts, I am choosing to decline influenza vaccination right now.

I understand that I may change my mind at any time and accept influenza vaccination, if vaccine is available.

I have read and fully understand the information on this declination form.



**PARTNERS IN CARE AT HOME, LLC**

**Provisional Hiring Affirmation for Applicant**

In accordance with §611.54 of the Home Care Agency and Home Care Registry licensing regulations, you may be hired on a provisional basis pending receipt of a criminal history report or a ChildLine verification, where applicable, if the following seven conditions are met.



**PLEASE COMPLETE THE FOLLOWING**

I, \_\_\_\_\_

(Name of applicant – please print)

1. Have applied for the following:

\_\_\_\_\_ PA State Police criminal history report. Date application filed \_\_\_\_\_

Copy of form provided to Home Care Agency/Registry \_\_\_\_\_

\_\_\_\_\_ Federal criminal history report thru Department of Aging

Date application filed \_\_\_\_\_

Copy of form provided to Home Care Agency/Registry \_\_\_\_\_

\_\_\_\_\_ ChildLine Verification, if applicable (agency/registry serves persons under the age of 18 years

Date application filed \_\_\_\_\_

Copy of form provided to Home Care Agency/Registry \_\_\_\_\_

2. \_\_\_\_\_ **Have** \_\_\_\_\_ **Have Not** tampered with public record information by making a false entry in, or false alteration of, any record or document.

3. \_\_\_\_\_ **Have** \_\_\_\_\_ **Have Not** committed a crime that would disqualify me from employment or referral.

4. \_\_\_\_\_ **Have** \_\_\_\_\_ **Have Not** previously met the competency requirements for performing direct care worker tasks such as confidentiality, consumer control and independent living philosophy, instrumental activities of daily living, recognizing consumer changes, infection control, universal precautions, handling of emergencies, documentation, recognizing and reporting abuse or neglect and dealing with difficult behaviors.

Competency information provided to Home Care Agency/Registry:

Type of information: \_\_\_\_\_ Date: \_\_\_\_\_

I understand that while I am in provisional status:



- X \_\_\_ I will be monitored by the agency through random, direct observation and consumer feedback and document the results in the individual's file.
- X \_\_\_ I will be directly supervised by the agency/registry or be accompanied by another direct care worker if I am to provide services to a consumer **less than 18 years of age**.
- X \_\_\_ In addition I understand that if I have been a Pennsylvania resident for 2 years or more I cannot serve a provisional period of **more than 30 days**; and if I have NOT been a resident of **PA for 2 years** or more I can not serve a provisional period of more than **90 days**.

I attest that the above information is true to the best of my knowledge.

### 13

#### **1. EXHIBIT A**

**Partners in Care at Home Hiring Policy.**

#### **2. EXHIBIT E & L**

**Employee Training & Performance Evaluation Policy.**

#### **3. EXHIBIT B**

**Criminal Background Checks and Child Abuse Clearances**

#### **EXHIBIT A**

**PARTNERS IN CARE AT HOME HIRING POLICY**

#### **PURPOSE:**

To identify hiring requirements for direct care workers for employment and/or roistering.

#### **POLICY:**

**Partners In Care At Home** will use consistent hiring processes for all applicants in accordance with the licensing requirements at §611 for home care agencies and registries. Qualified individuals will be employed without regard to race, color, religion, sex, national origin, age, disability or marital status as required by state and federal law.

#### **PROCEDURE:**

##### **FACE-TO-FACE INTERVIEW**

1. All applicants for employment must acknowledge by their signature that they have had a face-to-face interview.
2. The face-to-face interview will be conducted by the office management team and documented in the applicant's file.

##### **PERSONAL REFERENCES**

1. Applicants are required to provide at least 2 satisfactory references from a former employer or other person not related to the applicant. And 2 letters of recommendation.
2. Personal references will be verified by **Partners In Care At Home** either verbally or in writing. All documentation will become part of the applicant's file.

##### **CRIMINAL BACKGROUND CHECKS AND CHILD ABUSE CLEARANCES**



1. All applicants for employment must obtain the required and applicable background checks and child abuse clearances if the position requires them to deliver services to persons under 18 years of age. Depending on length of Pennsylvania residency, criminal background checks include Pennsylvania State Police and/or the FBI.
2. The expense of the criminal background check(s) and the child abuse clearance will be incurred by the applicant.
3. Any complaints or appeals regarding the criminal record report or the child abuse clearance results are to be directed to the agency performing the background check(s) or clearance, e.g. PA State Police, Department of Aging, Department of Public Welfare, not **Partners In Care At Home, LLC**.

## PROVISIONAL HIRING

- (a) **General rule.** **Partners In Care At Home** may hire an applicant for employment or referral on a provisional basis, pending receipt of a criminal history report or a ChildLine verification, as applicable, if the following conditions are met:
- (1) The applicant shall have applied for a criminal history report and ChildLine verification, as applicable, and provided the home care agency or home care registry with a copy of the completed request forms.
  - (2) **Partners In Care At Home** shall have no knowledge about the applicant that would disqualify the applicant under 18 Pa.C.S. § 4911 (relating to tampering with public record information).
  - (3) The applicant shall swear or affirm in writing that the applicant is not disqualified from employment or referral under this chapter.
  - (4) **Partners In Care At Home, LLC** may not assign or refer the provisionally hired applicant until that person has met the requirements of § 611.55 (relating to competency requirements).
  - (5) **Partners In Care At Home, LLC** shall monitor the provisionally hired applicant awaiting a criminal background check through random, direct observation and consumer feedback. The results of monitoring shall be documented in the individual's file.
  - (6) **Partners In Care At Home, LLC** shall directly supervise, or assign another direct care worker to accompany, a provisionally hired applicant awaiting a child abuse clearance who will provide home care services to a consumer less than 18 years of age.
  - (7) The period of provisional hire of an individual who is and has been, for a period of 2 years or more, a resident of this Commonwealth, may not exceed 30 days. The period of provisional hire of an individual who has not been a resident of this Commonwealth for 2 years or more may not exceed 90 days.
- (b) **Termination.** If the information obtained from the criminal history report or ChildLine verification, or both, reveals that the individual is disqualified from employment or referral under § 611.52 (relating to criminal background checks) or under § 611.53 (relating to child abuse clearance), the individual shall be terminated by **Partners In Care At Home, LLC** immediately. If the individual fails to provide the ChildLine verification or criminal history report, or both, within the time period permitted for provisional hire, the individual shall be terminated from **Partners In Care At Home, LLC** immediately.



## LETTERS OF NOTIFICATION

1. Applicants will receive a letter notifying them of employment, provisional employment and conditions, or no job opportunity.
2. Applicants hired in a provisional status will receive a termination letter in accordance with the regulations should their background check(s) and child abuse clearance be unsatisfactory.

## COMPETENCY REQUIREMENTS

1. Applicants must meet the competency requirements stated in the home care agency and registry licensing regulations.
2. Each applicant will be given an opportunity to provide approved training documentation, demonstrate skills or be tested for competency. If the applicant has not received the necessary training or experience to achieve competency, the applicant may be hired but may not perform direct care services until they have received the necessary training and demonstrate competency in the required subject areas stated in the home care agency and registry licensing regulations.

## HEALTH SCREENING

1. Prior to consumer contact, successful applicants for direct care worker or other office staff or contractors positions will be required to have a Mycobacterium Tuberculosis screening done in accordance with the licensing regulations.

## RECORDKEEPING

All documentation will be maintained in applicant's file. Evidence that the applicant has received a face to face interview, that criminal background check(s) and child abuse clearance requests have been filed and results have been recorded, that the provisional status conditions have been shared, that competency requirements have been or will be met, and that letters of notification have been sent will be kept in the individual's file and may be subject to review by the appropriate licensing authority.

## RESOURCE/CONTACT

Questions regarding this policy should be directed to the management team at 484-452-5199 or 484-452-5979.

## PICAH. – POLICIES UPON HIRING.

### 2. EXHIBIT E & L

#### Employee Training & Performance Evaluation Policy.

#### POLICY:

Every direct care worker must have an annual competency and performance evaluation in at least the ten-home care agency/registry licensing requirements, competency subject areas and the additional six personal care competency areas where applicable based on the assignment of the direct care worker. With a minimum of the following:

- (1) Prevention of abuse and exploitation of participants.
- (2) Reporting critical incidents.
- (3) Participant complaint resolution.





(4) Department-issued policies and procedures.

**Procedure:**

Upon hiring, **PARTNERS IN CARE AT HOME, LLC** perform a background check on everyone, prior to assigning any visits.

If someone has been convicted of any crime, our team will determine employment eligibility based on the type of conviction and how long the conviction was recorded.

Our board at **PARTNERS IN CARE AT HOME, LLC** pays close attention to any report about our employees.

**PARTNERS IN CARE AT HOME, LLC** hiring process includes, 2 step PPD and a Physical Examination Form or Chest X-ray every 3 to 5 Years base on doctors' recommendation of the Employee and a physical yearly with one step PPD if it was negative. in house test/orientation and background check As well As Child Abuse Clearance and FBI CHECK on qualify employee.

Also, at **PARTNERS IN CARE AT HOME, LLC** we verify all staff social security numbers with the Social Security Administration prior to employment. Employees will be screened for exclusion before employing and/or contracting with **PICAH** and, if hired, will be rescreened on an ongoing monthly basis to capture exclusions and reinstatements that have occurred since the last search. Once a month, **PARTNERS IN CARE AT HOME, LLC** run an Employee Screening for Exclusion on Staff Members and Contractors through OIG, SAM, Garland-Pennsylvania Mediceck.

1. Upon hire and prior to working with a client, and then annually thereafter direct care workers will have a competency and performance evaluation conducted by the agency administrator / office management.
2. The agency administrator will initial and date the method(s) used to determine competency for each performance indicator and document the worker's competence, need for additional training, counseling or further observation.
3. The evaluation will be discussed with the direct care worker and performance goals identified for the next 12 months.
4. The worker will be asked to sign and date the evaluation.
5. The worker will receive a copy of the evaluation.
6. The original will be placed in the worker's individual file.

**Agency shall maintain documentation for the following:**

- Staff member attendance at trainings.
- Content of trainings.

**Agency shall implement standard annual training for staff members providing services which contains at least the following:**

- Agency quality management plan.
- Fraud and financial abuse prevention.



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### 3. EXHIBIT B

Individuals Employed/Rostered	State Police Background Check	PA Dept. of Aging FBI Background Check	ChildLine Verification (DPW)	Child Protective Services FBI Check (DPW)*
<b>AGENCIES/REGISTRIES caring for persons 18 years old or older</b>	<a href="https://epatch.state.pa.us/Home">https://epatch.state.pa.us/Home</a>	<b>IdenToGo Service</b> <b>Code#: 1KG8RJ</b> <b>Uenroll.identogo.com</b>	<b>Child abuse Clearance</b>	<b>IdenToGo Service</b> <b>Code#: 1KG756.</b> <b>Uenroll.identogo.com</b>
A. PA resident > 2 yrs.				
Direct Care Worker	X			
Office Staff	X			
Owner	X			
B. PA resident < 2 yrs.				
Direct Care Worker		X		
Office Staff		X		
Owner		X		
<b>AGENCIES/REGISTRIES caring for persons less than 18 years old</b>				<b>IdenToGo Service</b> <b>Code#: 1KG756</b> <b>Uenroll.identogo.com</b>
A. PA resident > 2 yrs.				
Direct Care Worker	X		X	X*
Office Staff	X		X	X*
Owner	X		X	X*
B. PA resident < 2 yrs.				
Direct Care Worker		X	X	X*
Office Staff		X	X	X*
Owner		X	X	X*



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## Criminal Background Checks and Child Abuse Clearances

\* Only Applicable If The Direct Care Worker Has Been Hired After July 1, 2008 And If The Direct Care Worker Has A Significant Likelihood Of Regular Contact With Children In The [Form Of Care, Guidance, Supervision Or Training](#).  
<https://www.identogo.com/locations/pennsylvania>

1. The direct care worker must have **all 3 clearances** if a child(ren) under the age of **18 years** old resides in the participant's home. Whether the direct care worker has direct contact with the children or not.

### Child Abuse Clearances Requirements Clarification

Per **55 Pa. Code § 52.14. General Requirements: CHC Waiver Appendix C: Participant Services; C-2: General Service Specifications; b. Abuse Registry Screening:** Clearances are required for all direct care workers and service providers, including Service Coordinators and contractors, providing services in homes where children reside. A child is defined as an individual **under 18 years of age**. The following three certifications must be obtained **prior** to providing services in homes where children reside:

- Report of criminal history from the **Pennsylvania State Police (PSP)**;
- Fingerprint based federal criminal history submitted through the **Pennsylvania State Police or its authorized agent (FBI)**; and
- Child Abuse History Certification from the Department of Human Services (**Child Abuse Clearance**),

**Additionally, the three certifications must be obtained every 60 months.**

**Please note there are no exceptions for this requirement. All three certifications are required regardless of the relation of the child to the participant and the direct care worker.**

## 14.

### Exhibit G: TB Screening Policy

#### **PURPOSE:**

To specify health screening requirements for direct care workers, office staff or contractors with direct consumer contact who are employed and/or rostered or seeking employment or referral

#### **POLICY:**

The agency/registry requires that applicants and persons who are employed or rostered be tested for Mycobacterium Tuberculosis (M. tuberculosis) and be free from active M. tuberculosis prior to consumer contact; and that documentation be completed initially and annually. The agency/registry will follow the Centers for Disease Control Guidelines for Preventing the Transmission of Mycobacterium Tuberculosis in Health Care Settings.

#### **Procedure:**

##### Applicants:

1. All applicants are required to provide documentation that a tuberculin skin test has been performed by a health care professional
2. The documentation must include:
  - a. Date of test
  - b. Results of test(s)
  - c. Name of person certifying that the applicant is free from active M. tuberculosis
  - d. Contact information of person making the certification
  - e. Date signed by person making the certification



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3. The date of the test must be not more than one year prior to the anticipated or actual start date.
4. The applicant will be informed of the status of review of the information by the Human Resources Department or a designee.

Employees/Rostered Persons/Office Staff/Contractors with Direct Consumer Contact:

1. All employees/rostered persons/office staff or contractors employed or rostered as of (effective date of homecare regulations) **07/2016** and who have or expect to have direct consumer contact are required to provide documentation that a tuberculin skin test has been performed by a health care professional.
2. The documentation must include:
  - a. Date of test
  - b. Results of test(s)
  - c. Name of person certifying that the applicant is free from active M. tuberculosis.
  - d. Contact information of person making the certification
  - e. Date signed by person making the certification
3. If a prior testing had been done within the previous twelve (**12**) months with the appropriate documentation and results, the testing need not be repeated until the annual update occurs.
4. All employees/rostered persons/office staff or contractors who have direct consumer contact must update their screening documentation not less than **every 12 months**; for purposes of the Department of Health licensing review, “screening” can be a series of questions to determine if the employee/rostered person has had an exposure to active TB or their level of risk has changed
5. **The 12-month** period shall run from the date of the last evaluation
6. Employees/rostered persons/office staff or contractors will receive a notice from **THE OFFICE MANAGEMENT** 3 months prior to the annual date of their previous update
7. Employees/rostered persons/office staff or contractors will be informed of the status of the review of their information by their (supervisor/manager/other).

**RECORDKEEPING:**

All documentation will be maintained in accordance with the Health Insurance Portability and Accountability Act (HIPAA). Evidence that the screening and documentation of results have been done will be kept in the individual’s file and may be subject to review by the appropriate licensing authority and within the HIPAA privacy provisions.

**RESOURCE/CONTACT:**

Employees/rostered persons/office staff or contractors will be made aware of this policy during orientation, by their manager/supervisor, or through other communications used by the agency/registry (e.g. newsletters, emails, bulletin boards, mailers, Text).

Questions regarding this policy should be directed to the **OFFICE MANAGEMENT**.



Partners In Care At Home, LLC.  
850 West Chester Pike Suite 310, PA 19083  
[www.partnersincareathome.com](http://www.partnersincareathome.com) | (215) 594-9871

## CAREGIVER AGREEMENT FORM

EMPLOYEE NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

### 1. Signing Consent to Return All Documentations Within 30 Days:

I acknowledge that Partners in Care at Home, LLC has provided me with the document entitled “Signing Consent to Return All Documentations Within 30 Days”. I have read and agree to the terms set forth in this document as indicated by my signature below.

### 2. Personal Care Worker Job Description:

I acknowledge that Partners in Care at Home, LLC has provided me with the document entitled “Personal Care Worker Job Description”. By my signature, I acknowledge that I have read and understand this job description and its requirement and that I am expected to complete all duties as assigned. I understand the job functions may be altered from time to time.

### 3. Disclosure Statement Application for Provisional Employment:

I acknowledge that Partners in Care at Home, LLC has provided me with the document entitled “Disclosure Statement Application for Provisional Employment”. I have read and understand this document as indicated by my signature below, and hereby further agree to all that is listed in the agreement.

### 4. Background Check Authorization:

I have received and reviewed a copy of the pre-employment background check authorization for Partners in Care at Home, LLC, and have had an opportunity to ask any questions. A representative of Partners in Care at Home has answered all of my questions to my satisfaction. I understand that as part of the employment process, Partners in Care at Home, LLC needs to complete a background check on me regarding: 1. Criminal record 2. Sex and Violent offenders record 3. Employment verification 4. Education verification 5. License verification 6. Motor vehicle records 7. Personal/Professional Reference verification 8. Medical Suitability and 9. Drugs/Alcohol

There will be in-office procedures to ensure that all criminal background checks and verifications are in place PRIOR to employment and updated annually.

### 5. Employment Agreement:

I have been informed of my duties and responsibilities as a caregiver of Partners in Care at Home, LLC. I have been given a copy of the Employment agreement, as indicated by my signature below.

### 6. Caregiver Employment Agreement/Personal Orientation:

I hereby acknowledge that I have read the above statements in the Caregiver Employment Agreement/Personal Orientation and understand the same. In witness of the above, each party to this agreement has caused it to be executed at PARTNERS IN CARE AT HOME, LLC on the date indicated below.

### 7. Confidentiality of Records/Information Agreement:

I understand that I am responsible for following the Confidentiality Policy Agreement & Guidelines, both written and verbal, as indicated by my signature below. I verify that I have received a copy of the confidentiality policy/agreement and have been given the opportunity to ask any questions about keeping patient information private and confidential.

### 8. Employment Confidentiality and Non-Compete Agreement:

I acknowledge that Partners in Care at Home, LLC has provided me with information about business and employment confidentiality. I have read and received a copy of the Employment Confidentiality and Non-Compete Agreement and as indicated by my signature below, hereby further agree to all that is listed in the agreement.

### 9. Nondiscriminatory Statement (Exhibit M):



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I acknowledge that I have received and understand the Nondiscriminatory statement to Department of Health by Partners in Care at Home, LLC, as indicated by my signature below.

**10. Drug and Alcohol-Free Workplace:**

I have received and agree to the Drug and Alcohol-Free Workplace Statement issued to me by Partners in Care at Home, LLC, as indicated by my signature below.

**11. Declination of Influenza Vaccination:**

I have received and understand the document entitled "Declination of Influenza Vaccination". I have also either acknowledged this policy with my signature or provided current documentation for my receipt of the influenza vaccine.

**12. Provisional Hiring Affirmation for Applicant:**

In accordance with 611.54 of the Home Care Agency and Home Care Registry licensing regulations, you may be hired on a provisional basis pending receipt of a criminal history report or a ChildLine verification, where applicable, if the seven conditions are met. I have received a copy of the seven conditions and understand the provisional hiring affirmation with Partners in Care at Home, LLC, as indicated by my signature below.

**13. Hiring Policy (Exhibit A), Employee Training & Performance Evaluation Policy (Exhibits E & L) and Criminal Background Checks and Child Abuse Clearances (Exhibit B):**

I have been provided with copies of the hiring policy for Partners in Care at Home, LLC along with the policies for Employee Training and Performance Evaluations and understand what is required for criminal background checks and child abuse clearances upon hire, as indicated by my signature below.

A representative from Partners in Care at Home, LLC has explained the following notices to me. I have read, understand and consent to policies/procedures and all agreements described therein.

- Signing Consent to Return All Documentations Within 30 Days
- Job Description- Personal Care Companion
- Disclosure Statement Application for Provisional Employment
- Pre-Employment Background Check Authorization
- Employment Agreement
- Confidentiality of Records/Information Agreement
- Employment Confidentiality and Non-Compete Agreement:
- Nondiscriminatory Statement (Exhibit M)
- Drug and Alcohol-Free Workplace
- Declination of Influenza Vaccination
- Provisional Hiring Affirmation for Applicant
- Hiring Policy (Exhibit A), Employee Training & Performance Evaluation Policy (Exhibits E & L) and Criminal Background Checks and Child Abuse Clearances (Exhibit B)
- Exhibit G: TB Screening Policy



X \_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency Representative

\_\_\_\_\_  
Date