



# EMPLOYEE MANUAL

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## **MISSION STATEMENT**

Independence Assistance is committed to helping individuals and families maintain their independence and quality of life by providing personal and home assistance services ranging from transportation, housekeeping, shopping, meal planning and preparation, assistance with self-administration of medication to pet care.

## **EMPLOYEE HANDBOOK**

This Employee Handbook ("Handbook") is designed to summarize certain personnel policies and benefits of Independence Assistance (the "Company"), of 343 Waller Avenue, Suite 305, Lexington, Kentucky and to acquaint employees with many of the rules concerning employment with the company. This Handbook applies to all employees, and compliance with the company's policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express and implied. This Employee Handbook is not a binding contract between the company and its employees, nor is it intended to alter the at-will employment relationship between the company and its employees. The company reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

## **CHANGES IN POLICY**

Since our business is constantly changing, the company expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment as described below. No oral statements or representations can in any way alter the provisions of this Handbook. Nothing in this employee handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the designated company representative. If, at any time, you are uncertain about any policy or procedure, please check with your manager or Human Resources.

## **EMPLOYMENT-AT-WILL**

Employment with the company is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with or without notice. Similarly, the company is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with or without notice.

Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed, as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the CEO, President, or CFO has the authority to enter into an agreement for employment for any specified period or to make an agreement for

employment other than at-will terms. Only the CEO, President, or CFO of the Company has the authority to make any such agreement, which is only binding if it is in writing and signed by the President of the company.

## **EQUAL EMPLOYMENT OPPORTUNITY**

Independence Assistance is proud to be an equal opportunity employer. Independence Assistance does not discriminate in employment opportunities, decisions or practices on the basis of race, color, religion, sex, national origin, age, mental or physical handicap or disability, citizenship or any other characteristic protected by law. In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Independence Assistance will be based upon merit, qualifications and abilities. Independence Assistance will also make reasonable accommodations for qualified individuals with known disabilities, unless doing so would result in an undue hardship to Independence Assistance. This policy governs all aspects of employment, including hiring, job assignment, training, promotion, compensation, discipline, termination, and access to benefits and training.

Any employee who feels that he or she has been or is begin treated unfairly or has been or is being the subject of discrimination or retaliation based upon his or her race, color, religion, sex, national origin, age, mental or physical handicap or disability, or any other status protected by law should follow the harassment and discrimination complaint procedure set forth below.

## **EMPLOYEE CLASSIFICATIONS**

The following terms are used to describe employees and their employment status:

**Exempt Employees** - Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and Kentucky state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.

**Nonexempt Employees** - Employees whose positions do not meet specific tests established by the FLSA and Kentucky state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered nonexempt. Employees working in nonexempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.

**Full-Time Employees** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 37 hours per work week.

**Part-Time Employees** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 37 hours per work week.

**Temporary Employees** - Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment (see Employment-at-Will Policy). Temporary employees retain that status unless and until notified in writing of a change.

**Independent Contractor or Consultant** - These individuals are not employees of the company and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.

Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the company or the employee at any time, with or without cause and with or without notice.

## **REPORTING RELATIONSHIPS- EMPLOYMENT OF RELATIVES**

Independence Assistance permits the employment of relatives of associates as long as the relative is qualified for the job and such employment does not, in the opinion of management, create actual or perceived conflicts of interest. No special consideration will be given to applicants who are relatives of current employees. At Independence Assistance, for the purpose of reporting relationships and for only this provision, “relative” is considered to be a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, or corresponding in-law or “step” relation, as well as individuals who are cohabitating together or in a significant relationship. Independence Assistance will conduct sound business judgement in the placement of related employees with the following guidelines:

- Individuals who are related are permitted to work in the same office or location, provided no direct or indirect reporting or supervisory/ management relationship exists. That is no associate is permitted to work within the “chain of command” of a relative such that the relative could influence, either directly or indirectly, the associate’s work responsibilities, salary, or career progress.
- Associates who marry while employed will be treated in accordance with these guidelines. That is, in the opinion of management, a conflict or perceived conflict arises as a result of the marriage, one of the associates will be transferred to comparable position, whenever possible, at the earliest practical time.

- If in the opinion of management, the relationship of associates interferes with the work performance of those associates, or co-workers, employment of one, the other, or both may be subject to disciplinary action, up to and including termination of employment.
- These guidelines apply to all classifications of employment, including full-time, part-time, temporary, and PRN.

## **EQUAL EMPLOYMENT OPPORTUNITY & AMERICANS WITH DISABILITIES ACT**

It is the policy of the Company to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

The Company expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, the Company will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Company's operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with the Company in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), the Company provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. The Company may require medical certification of both the disability and the need for accommodation. Keep in mind that the Company can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

## **PREGNANT WORKERS ACT**

Kentucky State law requires employers to provide reasonable accommodations to employees who are limited due to pregnancy, childbirth, and related medical conditions, unless it would

impose an undue hardship on the employer to do so. The law includes lactation and the need to express breastmilk for a nursing child as a related medical condition that must be reasonably accommodated absent undue hardship. A reasonable accommodation is a modification or adjustment that allows an employee to perform the “essential functions” of the employee’s position. Employees must notify the employer of a need for a reasonable accommodation due to pregnancy or a pregnancy-related condition. The request can be either verbal or in writing. The employer must then engage in a timely, good faith, interactive “process” to determine what reasonable accommodation may be made, absent undue hardship. This process must include discussion (s) between employer and employee with respect to the requested accommodation and the employer can require documentation from a healthcare professional that explains what accommodation the employee needs. It is up to the employee and employer to discuss how the accommodation relate to essential functions of the job.

## **EMPLOYMENT OF MINORS**

The FLSA's child labor provisions, which the Company strictly adheres to, are designed to protect the educational opportunities of youth and prohibit their employment in jobs that are detrimental to their health and safety. Generally speaking, the FLSA sets the minimum age for employment (14 years for non-agricultural jobs), restricts the hours youth under the age of 16 may work, and prohibits youth under the age of 18 from being employed in hazardous occupations. In addition, the FLSA establishes subminimum wage standards for certain employees who are less than 20 years of age, full-time students, student learners, apprentices, and workers with disabilities. Employers generally must have authorization from the U.S. Department of Labor's Wage and Hour Division (WHD) in order to pay sub-minimum wage rates.

## **IMMIGRATION LAW COMPLIANCE**

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 on the date of hire and present documentation establishing identity and employment eligibility within three business days of date of hire. Former employees who are rehired must also complete an I-9 form if they have not completed an I-9 form with the Company within the past three years, or if their previous I-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal.

## **POLITICAL NEUTRALITY**

Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. The Company will not discriminate against any employee because of identification with and support of any lawful political activity. Company employees are entitled to their own personal political position. The Company will not discriminate against employees based on their lawful political activity engaged in outside of work. If you are engaging in political activity, however, you should always make it clear that your actions and opinions are your own and not necessarily those of the Company, and that you are not representing the Company.

## **EMPLOYMENT OF RELATIVES**

The Company recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt the Company's operations. When the Company determines any of these problems will be present, it will decline to hire an individual to work in the same department as a relative. Relatives subject to this policy include father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in-law, current father-in-law, grandparent, or grandchild.

If present employees become relatives during employment, the Company should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Company's operations exists. If the Company determines that such a problem exists, the Company will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

## **INTRODUCTORY PERIOD**

The first 60 days of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and determine whether you are happy with the position. Also, during this time, your manager will monitor your performance. Upon completion of the introductory period, your manager will review your performance. If the Company finds your performance satisfactory and decides to continue your employment, you will be advised of any improvements expected. This is also an opportunity for you to make suggestions to improve the Company's efficiency and operations. Completion of the introductory period does not entitle you to remain employed by the Company for any definite period of time, but instead allows both you and the Company to evaluate whether or not you are right for the position. Your status as an at-will employee does not change-the employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

## **DISCRIMINATION AND UNLAWFUL HARRASSMENT**

Independence Assistance prohibits any form of discrimination, including unlawful harassment, based upon race, color, religion, sex, national origin, age, mental or physical handicap or disability, citizenship or status in any group protected by federal, state or local laws.

With respect to sexual harassment, Independence Assistance prohibits unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature.

With respect to expression of religious preferences, Independence Assistance prohibits unwelcome attempts for one associate to convert another associate or impose upon another associate his/her religious beliefs or preferences.

Note, however, that it is not considered unlawful harassment for members of management to enforce Independence Assistance's policies, job performance and/or conduct standards in a fair and consistent manner.

Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:

- a. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement;
- b. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or
- c. it creates a hostile or offensive work environment.

Prohibited harassment includes (but is not limited to) unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories. Prohibited harassment might also be transmitted using the Company's electronic communications system, or through other on-line conduct.

## **DISCRIMINATION/ HARRASSMENT COMPLAINT PROCEDURE**

If you believe you have been subjected to discrimination, including unlawful harassment (sexual, religious, due to disability, national origin, race, color, or other legally protected characteristic) by anyone, including co-workers, residents, residents' visitors, or any other visitor or vendor to the workplace, you are encouraged, but not required to immediately tell the person the conduct is unwelcome and ask the person to stop the conduct. A person who receives such a request must immediately stop the behavior and must not retaliate or seek revenge against you for rejecting the conduct.

If you believe that you have experienced discrimination, including unlawful harassment based on race, color, religion, sex, national origin, age, mental or physical handicap or disability, citizenship or status in any group protected by federal, state or local laws, or if you believe that you have been treated in an unlawful, discriminatory manner, you should immediately report any such incident. Complaints of unlawful harassment may be brought to the attention of the Human Resources Manager or Chief Operations Officer of Independence Assistance.

Independence Assistance treats all claims of discrimination, including unlawful harassment seriously. Complaints and information disclosed in the course of investigations will be treated as confidentially as possible, consistent with our legal obligations to conduct investigations, including interviews.

Complaints will be investigated promptly and, as appropriate, actions taken to resolve such complaints shall be conducted as confidentially as possible.

Each manager and supervisor, with assistance and support from Human Resources is responsible for ensuring that all company policies are enforced. This responsibility includes making each associate aware of Independence Assistance policies on discrimination, harassment and maintaining a work area free from conduct that causes or reasonably could be considered to cause a hostile work environment.

Any associate who, after appropriate investigation, is found to have violated this policy (and, in fact, any of the company's policies) will be subject to corrective action, up to and including termination of employment.

Note: If the complaint made involves another associate, resident or visitor, Independence Assistance is under no obligation to share the results of the investigation as it relates to the other associate, resident or visitor, nor any disciplinary or other action taken which may or might follow such investigation.

## **ANTI-RETALIATION**

Independence Assistance strictly prohibits any form of retaliation against any associate for filing a good faith complaint concerning discrimination, or harassment, or for truthful, good faith assistance in a complaint investigation. Any associate who believes he or she has been subjected to retaliation in violation of this policy should immediately report the retaliation to Human Resources, the Chief Operations Officer, or to any other supervisor or manager.

Independence Assistance treats all claims of retaliation seriously. Complaints of retaliation will be investigated promptly, and as appropriate, actions will be taken to resolve such complaints. Any associate who, after appropriate investigation, is found to have violated any of Independence Assistance's policies, will be subject to corrective action, up to and including termination of employment.

## **VISITORS IN THE WORKPLACE**

While working, associates are not to receive personal visitors. Children and other visitors of associates are not permitted to enter client homes at any time nor should they be aware of the location of the home as it is a violation of privacy.

## **EMPLOYMENT REFERENCE CHECKS**

To ensure individuals who join the Independence Assistance team are well qualified and have a strong potential to be successful, Independence Assistance has the right to check references on all applicants. In conducting these checks Independence Assistance will maintain confidentiality of all reports obtained.

## **CRIMINAL BACKGROUND CHECKS/CONVICTIONS**

Independence Assistance will complete a criminal background inquiry (and/or fingerprint clearance) on everyone offered a position. Each new employee will be considered conditionally employed pending the result of a mandatory criminal or additional background investigation. An individual with a record of criminal activity may be denied employment if the circumstances of the conviction substantially related to circumstances of the job or would make that individual unqualified for his or her job. Independence Assistance is prohibited from hiring or employing, under any circumstances, any person convicted of certain classes of crimes. During your employment, all employees who have been convicted of any criminal statute are required to report such conviction to the Human Resources Manager of Independence Assistance within five (5) days of such conviction. Failure to report any conviction is a violation of this policy and may result in disciplinary action up to and including termination. A criminal conviction does not automatically mean that you will not be employed or that employment will be terminated by Independence Assistance.

## **PENDING CHARGES**

In the event an employee who is involved in the care of a client (day-to-day contact) is arrested or charged with a crime involving moral turpitude or violence, such person will be suspended and may be terminated from employment until and order finding that employee “not guilty” is entered in the court of law, or charges are dropped. In the event a plea is entered; Independence Assistance will consider this finding of guilty and continued employment or re-employment may be denied. Independence Assistance is committed to the safety of its clients and staff and a less than “not-guilty” finding indicated a propensity to commit a crime. Balancing the rights of clients and employees will result in a balance in favor of the safety and security of clients.

## **PROOF OF EMPLOYMENT ELIGIBILITY**

Upon the time of hire, all employees will be required to complete Form I-9 Employment Eligibility Verification and present information establishing your identity and your eligibility to work in the United States. Employees who are unable to provide required documentation will not be hired, and if inadvertently hired, employment will be terminated.

## **ONBOARDING**

Your first day of employment with Independence Assistance, you will participate in training and the on-boarding process. During this process, you will receive important information regarding the expectations of your position, basic Independence Assistance policies and procedures, including those listed in this manual, as well as other information necessary to acquaint you with your position and the workplace. You will also be asked to complete all new hire paperwork at this time, such as direct deposit information, and appropriate federal, state and local tax forms. This training and on-boarding process should be used to familiarize yourself with our organization, policies and procedures. Asking questions is encouraged during this process so that you will understand all the guidelines that effect and govern your employment relationship with Independence Assistance.

## **JOB PERFORMANCE**

Care Assistants: Within five (5) days of initial employment and placement of a Care Assistant with a client, the Client Care Coordinator or designee will evaluate the personal care services provided by the care assistant to the client through direct observation of the care assistant's work and/or through consultation with the client. The Client Care Coordinator or designee will review together with the client and their family the plan of care and revise, as necessary.

Other Personnel: The Human Resource Manager or Chief Operations Officer, will evaluate the work performance of all other personnel under their direct supervision.

Management and associates are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. You are encouraged to ask your supervisor at any time, "How am I doing?" Performance evaluations may be conducted whenever there is a need as determined by Independence Assistance in addition to the schedule below:

Initial Evaluation: Within 12 weeks of the employee's date of hire.

Annual Evaluation: 365 days (1 year) of hire and annually after that.

Formal performance evaluations are conducted to provide management and associates the opportunity to discuss job tasks, identify and correct areas of concern, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. Performance management sessions document performance, as does the formal performance evaluation, however, they are not guaranteeing of pay increases. You and your supervisor are also expected to use these performance management sessions and evaluations as a basis for professional growth, development and communication. We ask that you sign an appraisal form indicating your performance has been discussed with you. Your signature on the appraisal form does not necessarily mean you agree with the evaluation. You are encouraged to make written comments on the appraisal form prior to signing it. In addition, as part of the performance evaluation process, all employees are asked to acknowledge and certify compliance with Independence Assistance's Code of Business Conduct and Ethics.

If you are given a Performance Improvement Plan, you are expected to meet or exceed the guidelines presented, since this is a chance to show that you understand your performance is not meeting the expectations of management. You always have the right to provide written comments on a Performance Improvement Plan prior to signing it. This is not a disciplinary action, but a tool provided to show you the areas in which you need to improve your work skills. A failure to meet or exceed the guidelines presented, however, could result in termination of your employment, because it will indicate unwillingness on your part to fulfill the expectations of performance of your job.

Evaluation forms and actions taken to correct any deficiencies in the work does change the "at will" status of employment with Independence Assistance.

## **PROGRESSIVE DISCIPLINE POLICY**

The purpose of Independence Assistance's disciplinary policy is to correct improper behavior and eliminate unacceptable performance or behavior while protecting the interests of our Clients. Independence Assistance may use progressive or creative disciplinary procedures when working through personnel issues. The purpose is to enable employees to understand what is expected in terms of behavior and performance and to provide Independence Assistance employees with a reasonable opportunity to correct improper or unacceptable behavior. Independence Assistance's goal is to resolve problems through open communication.

An employee will be given a warning, which is documented in their personnel file, for each separate, unrelated incident. If the same or similar incident occurs again, the employee will be given a final warning. Should the same or similar incident occur a third time, the employee will face suspension without pay or termination of employment.

The above steps may not be used in all situations, and in no way should any provisions within this Manual be considered a contract or guarantee of employment. As described above, Independence Assistance has an "employment at will" policy, and either an employee or Independence Assistance may terminate the employment relationship at any time, with or without cause, and with or without advance notice, unless otherwise provided in a written employment agreement signed both the employee and an authorized officer of Independence Assistance.

There are some situations where progressive discipline is not appropriate, and an employee may be terminated without going through all or any of the steps indicated above. This may occur if the health, safety or welfare of an Independence Assistance Client, employee or representative is endangered in any way by an employee's conduct; certain actions constituting grounds for termination as set forth within this Manual are taken, or in other situations deemed necessary by Independence Assistance, in its sole and absolute discretion.

An employee whose services are terminated by disciplinary action or for just cause is ineligible for rehire. No future employment recommendations will be furnished to any employee whose services are terminated for disciplinary action.

## **PERSONNEL RECORDS AND EMPLOYEE REFERENCES**

The Company maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of the Company and may not be removed from Company premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

Employees may contact a Human Resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review his or her own records in the Company's offices during regular business hours and in the presence of an

individual appointed by the company to maintain the records. No copies of documents in your file may be made, with the exception of documents that you have previously signed. You may add your comments to any disputed item in the file.

By policy, the Company will provide only the former or present employee's dates of employment and position(s) held with the Company. Compensation information may also be verified if written authorization is provided by the employee.

## **PRIVACY**

The Company is respectful of employee privacy. All employee demographic and personal information will be shared only as required in the normal course of business. Healthcare enrollment information is kept in a separate folder from other human resources forms. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.

The Company does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, the Company will set up guidelines for employees and management to follow to ensure that company employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

## **VOLUNTARY RESIGNATION/CHANGE IN EMPLOYMENT STATUS**

We hope that you will remain with us for a long time. However, if you find it necessary to resign your position, Independence Assistance requests that each employee provide Independence Assistance with written notice two (2) weeks prior to the employee's voluntary resignation. Exempt associates and non-exempt management positions are requested to provide four (4) weeks' notice. The reason for your termination should be included within the resignation notice. Employees who fail to fulfill the minimum requested notice will receive a reduced wage rate to meet the current Kentucky minimum wage requirement, and will be ineligible for payment of bonuses, reimbursement of travel time and errand miles. Employees who fail to give appropriate notice will also be considered ineligible for rehire. Independence Assistance reserves the right to accept an associate's resignation immediately and shall not be obligated to allow the associate to continue to be employed following notice of termination. Independence Assistance is under no obligation to pay the associate for the notice period should the decision be made to accept the resignation immediately.

Associates are expected to work all hours scheduled for the period of the notice and are not permitted to take Paid Time Off (PTO) during this period unless authorized in writing by the Chief Operations Officer or Human Resource Manager. If this commitment is not fulfilled, it will be considered a voluntary termination without proper notice.

Unless state or local laws provide otherwise, associates who voluntarily terminate their employment and provide the minimum requested resignation notification will receive payment of accrued and unused PTO hours with their final paycheck, up to the maximum PTO payout.

To the extent allowable under state and local laws, an associate who fails to give the requested resignation notice is not eligible for payment of accrued and unused PTO hours. To the extent allowable under state and local laws, an associate who is involuntarily terminated for cause (defined as any reason other than voluntary resignation), has not earned and is not eligible for payment of accrued and unused PTO hours.

## **RETURN OF COMPANY PROPERTY**

Terminated associates will be responsible for returning any property in their possession or that has been assigned to them including, but not limited to, identification badges, keys, credit cards, office supplies, equipment, cell phones, laptop/computer, electronic devices and company documents or materials pertaining to Independence Assistance. Company documents are those relating to Independence Assistance's business, whether originals or copies, whether or not you were the author or recipient, whether maintained in electronic, magnetic or disk format, which are in your possession or control, regardless of whether such documents contain confidential information or trade secrets. Documents related to your personal performance, evaluations, compensation or benefits may be retained by you.

Issuance of the final paycheck may be contingent upon recovery of all Independence Assistance property, to the extent permitted by law. Deductions for the cost of replacement or repair for property lost or damaged while in an associate's possession may be deducted from the final paycheck, to the extent permitted by law. In the event, federal, state or local law prohibits deduction from your check, you will be expected to make payment to Independence Assistance for such loss or repair within 30 days to avoid collection efforts.

## **REHIRE**

Former associates whose employment is separated in good standing are eligible for rehire. A former associate who wishes to be considered for rehire must submit an employment application and follow the normal procedures required of any candidate for employment.

## **WORK HOURS**

Independence Assistance provides services to our clients 24 hours a day, 365 days a year. Therefore, you may be required to work weekends, evening or night hours and holidays. The shifts may vary depending on the client's needs. In order to maintain active employment with Independence Assistance employees must maintain a minimum of 15 hours per month.

## **RECORDING WORK HOURS**

To ensure that accurate records are kept of the hours worked (including overtime where applicable), all non-exempt employees are required to record their hours of work at the beginning and ending of each shift on location.

Employees with mobile telephones that have data access will be invited to utilize Independence Assistance Caregiver Portal to clock in and out of each shift. If one does not have internet access

via their mobile device, they will be required to use the Telephony system. Care Assistants will need to call the Telephony line, (844) 330-4040 to clock in and out from the clients designated phone. The telephony system will give prompts for clocking in/ out and documenting tasks that were performed during the shift. Further instructions will be provided to each employee in order for them to successfully use these program(s) at on-boarding.

Shifts worked must correspond to the period of time scheduled. Due to the nature of the programs in which Independence Assistance provides services for the block of hours scheduled must be fulfilled entirely for full compensation. **Any overages must be approved in advance by contacting management.**

For example:

If the Care Assistant is scheduled in the scheduling software system with a client from 1:30 PM – 3:30 PM and the employee clocks in at 1:35 PM he/she is expected to provide care to the client until 3:35 PM to fulfill the entire block of time scheduled.

In the event you neglect to “clock” in or out, whether at the beginning of your shift, at the end of the shift, any breaks taken, or if you need to leave your shift due to emergency circumstances, you are required to contact management.

If you have questions about the use of the time and attendance application or need to correct any of your time records, please contact management immediately. If an employee is not able to clock in or out on their own for any reason, they must call the office or the manager-on-duty at 859-303-4040 from the client’s home phone. Attendance occurrences will be documented and may affect offered bonuses. Continued failure to record time worked can result in disciplinary action, up to and including termination of employment.

## **TIME ROUNDING RULE**

Rounding will round the clock-in independent of the clock-out and then calculate total time based on the two rounded numbers.

1:47 pm to 3:40 pm = 1:45 pm to 3:45 pm

Clock In/out Padding: Time is adjusted to scheduled time if you are within the 15 min window of scheduled shift.

Shift 1:00 pm to 3:00 pm

Your Clock In = 1:07 pm      Your Clock Out = 3:14 pm  
Adjusted Time = 1:00 pm      Adjusted Time = 3:00 pm

**Total time may not exceed scheduled time.**

If you work 3.25 hrs. for a 3-hr. shift, you will be compensated for 3 hours. Please call the office of Independence Assistance for advance approval for extending shift times.

Altering, falsifying or tampering with your own or another associate's time records or recording another associate's time is a breach of Independence Assistance policy and is grounds for corrective action, up to and including termination of employment.

## ATTENDANCE

Punctuality and regular attendance are essential to the successful operation of the company's business. Independence Assistance realizes that some circumstances beyond an associate's control may cause the associate to be absent from work for all or part of a day. It is our expectation that you will address those occasions in such a way as to minimize the disruption of your work or the work of others.

If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor at least 2 hours before his or her scheduled starting time. If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of his or her supervisor prior to leaving. If the employee fails to call his or her supervisor or report for work for 1 consecutive workday, the employee will be deemed to have voluntarily resigned from his or her employment with the company. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

Employees with unacceptable attendance records, including excessive absence, tardiness or leaving early, will be counseled and will be subject to corrective action. If the associate's attendance does not improve within a reasonable, designated period of time following the corrective action, the employment relationship may be terminated.

The following attendance guidelines have been established:

1. All employees are expected to report to work, on time, as scheduled.
2. Employees who must be absent for personal reasons or medical appointments are requested to schedule those appointments outside work hours whenever possible.
3. Employees must obtain authorization from management for all of the following situations:
  - Missing work.
  - Reporting to work late
  - Leaving work early
  - Working any overtime
  - Requesting time off
4. If an employee is unable to report to work for any reason, the associate is expected to notify his or her supervisor, at least two (2) hours prior to the start of his or her shift. The employee must personally speak to a manager. Voicemail messages or text messages are not an approved method of communication.
5. When calling off, the employee is expected to give the reason and the estimated length of absence.

6. Employees must maintain daily contact for each day of absence, unless a doctor's certificate has been provided covering a specified period of absence.

7. The Chief Operations Officer and/or Human Resources Manager or manager designee has the authority to determine if the associate has presented an acceptable reason for his or her missed work. If the manager does not excuse an associate's request to be absent, the associate is expected to report to work. Refusal will result in disciplinary action up to and including termination.

8. If an employee is absent due to personal illness/injury, a medical release to return to work from the associate's physician may be required before he or she may return to work to ensure he/she is medically able to perform the essential job duties assigned.

9. Corrective action, up to and including termination of employment generally will be used to address unacceptable attendance. Employees who are terminated due to unacceptable attendance will not be considered eligible for rehire. Unacceptable attendance may include situations such as:

- Unexcused absence
- Leaving work without authorization ("job abandonment")
- Excessive absences, including leaving work early for any reason
- Excessive tardiness, including a pattern of tardiness that occurs on certain days of the week
- Patterns of absences immediately before or after scheduled days off, such as weekends and holidays
- No call/no show: One (1) occurrence of no call/no show is cause for termination of employment.

Excused absences due to any of the following conditions will follow applicable policy and procedure and will not subject the associate to corrective action:

- PTO and holiday time requested, approved and scheduled in advance – Two-week minimum notice required.
- Absence because of work-related injury
- Federal and/or state protected family and medical leave of absence
- Jury duty/military leave/bereavement and funeral leave

## **BREAKS/MEAL PERIODS**

A short (15 minute) paid break may be provided and scheduled on a regular basis if the employee works an 8-hour workday. This break should not interfere with the care of clients or the work of the office. Management may need to limit the number of associates permitted to take a break at any given time, as well as designate acceptable break area locations, away from your normal place of work. Authorized paid breaks may only last for the specific length of time authorized by your supervisor. Using break time to start work late or to leave work early is prohibited.

Associates who work more than six (6) consecutive hours in a workday will be permitted a 30-minute unpaid meal period, unless state law requires meal periods if an associate works fewer

hours. Your supervisor will schedule this break as closely as possible to the middle of your shift, in accordance with the workload. This meal period is unpaid and non-exempt associates are required to clock out at the start of the meal period and clock in at the end of the meal period. Employees who are required to remain at their workstation/clients' home or who are required to perform tasks during their meal period are considered working and will be paid. If an employee is not able to leave the job site for lunch, he/she is permitted to be paid for the lunch break. If this option is selected, the employee must sign a "Meal Break Waiver Agreement."

Based on the client's needs, schedule breaks and lunch as close to this example as possible:

Scheduled hours – 8:00 am to 4:30 pm  
10:30 am: 15-minute break  
1:00 pm: 30-minute unpaid meal period  
4:30 pm end of day

Overtime: Nonexempt employees will be paid in accordance with federal and Kentucky state law. In Kentucky, with some exceptions, the standard work week for employees should not exceed 40 hours per week. Should the Company find it necessary to employ an employee in excess of these standards, overtime hours shall be compensated at the rate of one and one-half times the regular rate of pay for every hour worked over 40 in one week, and one and one-half times the regular rate of pay for all hours worked on the seventh consecutive day of work in a workweek.

All overtime work by non-exempt employees must be authorized in advance by their manager. Only hours worked will be used to calculate overtime pay. Travel, mileage reimbursement and bonuses will not be calculated for overtime pay.

Special Conditions: Some employees may be scheduled for shifts that require overnight or multiple day stays with a client. If this occurs, a separate agreement/contract will be prepared and signed by both the employee and management, and this shift will not be eligible for overtime pay and will not be penalized for failing to clock in and out throughout the shift.

## **PAY PERIOD**

The work week runs from Sunday through the following Saturday, and the pay period consists of 2 weeks of work. All employees are paid on a bi-weekly basis by direct deposit on the Friday following the end of the previous pay cycle. Employees will be provided with at least 30 days-notice of any changes in pay period.

No advance pay checks, in full or in part, will be issued. Use of the company credit/debit card for personal use for gas, food, or other personal use is considered an advance in pay and is NOT permitted. (See the Credit/Debit Card policy for additional information).

## **PAYROLL / DIRECT DEPOSIT**

All employees are encouraged, but not required, to use direct deposit and have their paychecks deposited into a bank account of an accredited participating bank or credit union. The company's

intent is to see Direct Deposit posted by Friday. However, there is no guarantee that payment will arrive as planned as individual banks, holidays and processing delays can affect the posting date. Any employee needing a paper check instead of direct deposit must provide notice by the Monday prior to the Friday payday. If the employee does not come to the office to pick up their pay by noon Friday, their paycheck will be mailed to the employee's address on record. A delay due to mail delivery may occur. If this is an employee's final paycheck, it will be processed as part of the regular payroll.

## **PAYROLL DEDUCTIONS**

Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to Accounting or Human Resources. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

## **WAGE GARNISHMENT**

A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the company receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

## **REIMBURSEMENT FOR JOB RELATED EXPENSES**

### **LOCAL TRAVEL**

Employees are compensated for Travel time from client to client at a rate equal to their base rate of pay per hour.

Employees who complete an errand(s) for a client during their scheduled shift time, will be reimbursed for claimed miles at a rate of .16 cents per mile.

In order to receive reimbursement, the employee is responsible for claiming their mileage when recording their shift departure either via their mobile device or telephony phone system. The employee should enter miles using whole numbers and list the location in which the errand occurred in the notes or comment section provided in the system. Errand miles that are not entered correctly will not be processed for compensation.

## **INCLEMENT WEATHER POLICY**

Independence Assistance makes every effort to deliver client services during inclement weather conditions without putting the health and safety of its staff and/or clients at risk. Local weather reports shall be utilized to make decisions on road conditions. It is important to plan ahead, allowing additional travel time to your scheduled shift(s). If you are delayed or have concerns, you must contact your supervisor to discuss options for safe transportation and/or to determine if the service needs to be re-scheduled. Failure to communicate will may result in disciplinary action.

Should weather conditions become more severe, the agency may find it necessary to cancel your scheduled shift(s). If this occurs and you are an hourly paid employee, you may use accrued time off or time off without pay to cover your absence.

## **TIME OFF REQUEST**

The schedule is planned and sent out by Wednesday for the next week. If you know you have an appointment or are unavailable for work, you must send a request through the company website by visiting the Staff page. Advanced communication will allow scheduling adjustments to be made with little to no effect on the client or their family. Once the request has been received and adjustment have been approved a final confirmation response will be made. You will be expected to fulfill all shifts until you have received a confirmation response and/or your schedule reflects the request. If an employee requests an adjustment to their schedule with less than a 2-week advance notice the employee will incur an attendance occurrence. After 3 instances, the employee may be removed from the schedule and required to meet with the Human Resource Manager.

## **JURY DUTY AND WITNESS DUTY LEAVE**

We support jury duty as a civic responsibility and encourage all associates to serve when called. To qualify for jury duty leave, you must submit to your supervisor a copy of the summons to serve as soon as possible after it is received. You are requested to return to work on any day when jury duty dismisses prior to the end of your scheduled shift. However, associates who serve for more than four (4) hours a day typically will not be required to work that day.

If you are a full-time or part-time associate and you receive notification to serve on a jury, you are eligible to be paid the difference between your base wage and the amount received for jury duty for a maximum of 15 working days. Proof of service and the amount paid must be submitted to your supervisor when your period of jury duty is completed.

Office staff who are eligible, are free to use available PTO to receive compensation for the time you are appearing as a witness. Show the subpoena to your supervisor immediately after you receive it so that operating requirements can be adjusted, where necessary, to accommodate your absence. You are expected to report for work whenever the court schedule permits.

## VOTING LEAVE

Employees are encouraged to exercise their right to vote. You are asked to make advance arrangements with management if you require time off from work to vote. Independence Assistance may specify the hours during which associates may take their time off to vote.

## HOLIDAYS

Independence Assistance recognizes four (4) paid holidays.

▪New Year's Day   ▪Independence Day   ▪Thanksgiving Day   ▪Christmas Day

Due to the nature of our business, it is not possible for all employees to be off on holidays. Non-exempt employees who are required to work on the holiday will be paid at a premium pay computed at the equivalent of one and one half (1 ½) times base pay. The hours/shifts eligible for holiday premium begin at 12:00am the day of the holiday and end at 11:59pm the day of the holiday. Holiday pay will not be considered as hours worked for the purpose of overtime calculation.

## SICK LEAVE

Independence Assistance encourages that Employees to attend to health and wellness needs. Sick Leave is intended to provide continuity of income to the employee in the event of health-related issues that prevent the employee from working his or her regularly paid hours.

### Uses

Sick Leave may be used for the following reasons:

- Temporary illness or disability
- Pregnancy or childbirth
- Medical or dental appointments
- Attendance due to temporary illnesses, temporary disabilities, medical appointments, or dental appointments of the employee's immediate family members where the employee's assistance is required. (Immediate family is defined as a spouse, child, parent, sibling, grandparent, grandchild or immediate in-laws. Other relationships may be approved on a case-by-case basis by the Director without setting precedent.)

### Accumulation

Sick Leave begins to accrue with the first full pay period that an employee works. Sick Leave may be used after it is earned.

Care Assistant staff accumulates .015 hours of Sick Leave per hour worked

Employees may accumulate up to 32 hours (4 days) of Sick Leave. All employees are encouraged to accumulate enough Sick Leave to cover extended illness, temporary disabilities, or hospitalization.

Sick Leave may not be taken in excess of the hours accumulated.

#### Reporting process

Anticipated (scheduled) absences should be reported to the employee's supervisor or designated representative at least two weeks in advance. Employees with unplanned absences must provide a physician's excuse for the day(s) of missed work in order to use accrued Sick Leave. Excuses must be submitted to Independence Assistance the Tuesday following the end of the pay period in which the absence occurs and must include the physician's determination on the employee's ability to work. Use of Sick Leave may be denied if documentation is not received.

#### Abuse

Independence Assistance also reserves the right to require documentation from the employee to support the use of Sick Leave. Such supporting documentation, however, will not negate Independence Assistance's right to discipline any suspected abuses of the Sick Leave benefit.

#### Compensation for unused Sick Leave

Employees will not be compensated for unused Sick Leave under any conditions.

#### Sick Leave and worker's compensation

Worker's compensation insurance provides salary compensation to employees who are injured while performing their work duties after the employee has missed seven consecutive, calendar days of work. The employee will use any accumulated Sick Leave until worker's compensation benefits begin.

## **EMPLOYEE RESPONSIBILITIES**

### **GENERAL GUIDELINES**

All employees have a personal responsibility to ensure that their actions meet the highest ethical standards, and to abide by this section and the laws, rules, and regulations that apply to their work.

As a member of the Independence Assistance Team, you will be in contact with clients daily and are expected to accept certain responsibilities, to adhere to acceptable business principles in matters of personal conduct, and to exhibit a degree of personal integrity at all times.

Professionalism and Confidentiality will always be observed and practiced, whether on or off duty, as your conduct reflects Independence Assistance. It is impossible to devise a set of rules that would meet every possible situation that could arise, so no listing can be complete. The list below, therefore, is not all encompassing; it is intended to provide examples of misconduct that are considered inappropriate.

#### **INAPPROPRIATE ACTIONS:**

- Neglecting to provide service to a client.
- Failure to promptly report client abuse or suspected client abuse.

- Using obscene, abusive or threatening language or gesturing in the presence of clients, staff or others.
- Initiating or participating in racial comments, statements, or conversations.
- Initiating or participating in political or religious comments, statements, or conversations.
- Failing to maintain confidentiality of clients, associates or other Independence Assistance information, including dissemination of information obtained or used in a formal or informal investigation.
- Stealing property from Independence Assistance, clients, or co-workers.
- Initiating or participating in sexually explicit jokes or comment, statements, or conversations.
- Discussing clients or sharing another client's information with anyone other than a member of management.
- Discussing other employees with anyone other than a member of management.
- Being disrespectful of residents, visitors, or co-workers.
- Dishonesty, including falsification of your employment application or other Independence Assistance records.
- Exhibiting a pattern of absenteeism or tardiness.
- Being absent without notification to your supervisor.
- Engaging in rumor mongering, this is the spreading of gossip whether thought to be true or untrue.
- Engaging in excessive, unnecessary or unauthorized use of Independence Assistance or client equipment or supplies, particularly for personal use.
- Smoking at a client's home whether or whether not the client approves in not permitted. Smoking should occur when not working with clients or when traveling between clients. Staff should be aware of the scent on clothing as some client may be sensitive to the odor.
- Refusing to follow the reasonable request of a supervisor or showing disrespect to your supervisor.
- Failing to promptly report any job-related accident or injury.
- Having firearms or other weapons on Independence Assistance property or client's property.
- Failing or refusing to participate as a team member
- Asking or allowing a client to sign an incomplete Client Note/ ADL
- Violating any Independence Assistance policies, procedures, rules or guidelines including but not limited to, those described in this handbook.

## **WORKPLACE VIOLENCE/WEAPONS**

Independence Assistance is concerned about the increased violence in society, which has also filtered into many workplaces and is committed to maintaining a safe environment for all employees and clients.

Any associate who commits or threatens any violent act against any person while on company premises, including client's homes, will be subject to corrective action, up to and including termination of employment. Employees have a duty to warn their supervisors, security personnel

or Human Resources of any suspicious person, workplace activity, situation or incident they observe or are aware of, whether involving other associates, former associates, residents or visitors. This includes, for example, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks, and the like. Employee reports made pursuant to this policy will be held in confidence to the maximum possible extent. Independence Assistance will not condone any form of retaliation against any associate for making a good faith report under this policy.

Employee possession of weapons in any community, or within the proximity of clients, visitors or co-workers, including but not limited to firearms and knives, presents the possibility of danger in the workplace and therefore is in violation of our safety policy and prohibited. The possession of such articles is proper cause for corrective action up to and including termination of employment. Possession of a permit to carry such weapons by any local, state, or federal jurisdiction does not alter this prohibition in the workplace. Independence Assistance will take the necessary steps to comply with all federal, state and local laws to maintain safety and security in the workplace. Any violation of this policy will not be tolerated. Any employee who violates this policy, or any state or federal law or policy, regarding the use or possession of a weapon shall be subject to corrective disciplinary actions and penalties up to and including termination of employment and referral to appropriate federal, state, local or tribal authorities for prosecution in the courts.

## **GOSSIP POLICY**

In the workplace, gossip is an activity that can drain and distract an employee's job performance. We all have participated in this activity, yet we all say, "I don't like it." In order to create a more professional and harmonious workplace we must work as a team and STOP the gossip.

What Constitutes gossip?

Gossip always involves a person who is not present.

Unwelcome and negative gossip involves criticizing another person

Gossip often is about conjecture that can injure another person's credibility or reputation.

You as an employee of Independence Assistance agree to the following:

1. Not to speak or insinuate a coworker's name when that coworker is not present unless it is a compliment or a reference regarding work matters.
2. Refuse to participate when another coworker mentions a coworker that is not present in a negative light. You agree to change the subject or tell them you have agreed to not talk about coworkers.
3. Choose not to respond to negative email/text or use email/text to pass on private or derogatory information about my coworkers.
4. While off the job you will not speak to coworkers about another coworker in a derogatory light.
5. If a coworker does something unethical, incorrect, against procedures or disruptive you will use the proper channels to report the incident to a person of authority and will not discuss it with other coworkers. You will not talk about or participate in discussions about a coworker with a client or a client family member that is not in a positive manner.

6. If your performance, work habits, overall attitude, conduct and/or demeanor become unsatisfactory in the judgment of management, based on violations either of the above or of any other Independence Assistance policies, procedures, job descriptions, rules or regulations, you will be subject to corrective action, up to and including termination of employment.

## **OFFENSIVE/HARASSING BEHAVIOR**

Independence Assistance provides a work environment and customer service that is pleasant, healthy, comfortable and free from intimidation, hostility or other offenses which might interfere with work performance. Any employee who engages in harassment of other employees or Independence Assistance clients on the basis of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local commission, disability or age; who permits employees under his/her supervision to engage in such harassment; or who retaliates or permits retaliation against an employee who reports any harassment has engaged in misconduct and shall be subject to remedial action as set forth within this Manual, including the imposition of discipline and/or termination of employment.

Harassment of any sort (verbal, physical or visual) will not be tolerated and is prohibited. Harassment can take many forms. It may be, but is not limited to; words, signs, jokes, pranks, intimidation, physical contact, or violence. Harassment is not necessarily sexual in nature. Sexually harassing conduct is prohibited and may include unwelcome sexual advances; requests for sexual favors; unwelcome flirtation; leering; making sexual gestures; displaying derogatory or sexually suggestive posters, cartoons, drawings or objects; or any other verbal or physical contact of a sexual nature that prevents an individual from effectively performing his/her employment duties, creates an intimidating, hostile or offensive working or care environment or that is made a condition of employment or compensation, either implicitly or explicitly. Similarly, Independence Assistance will not tolerate harassment by its employees of non-employees (including without limitation clients) with whom Independence Assistance has a business, service or professional relationship. Any other sexual harassment of fellow employees and/or Independence Assistance clients, whether committed on or off the job (and/or on Independence Assistance property and/or client premises), is also prohibited.

Sexual harassment includes, but is not limited to:

- Repeated offensive sexual flirtations
- Advances or propositions
- Continual or repeated verbal abuse of a sexual nature
- Graphic verbal commentaries about an individual's body
- Sexually degrading words used to describe an individual
- The display in the workplace of sexually explicit objects
- Any indication, expressed or implied, that an employee's job security, job assignment, conditions of employment, or opportunities for advancement depend or may depend on the granting of sexual favors to any other employee, director, or manager,

- Any indication, expressed or implied, that continued services from Independence Assistance depend or may depend on the granting of sexual favors, and/or
- The deliberate or careless expression of jokes or remarks of a sexual nature to or in the presence of employees who may find such jokes or remarks offensive.

All Independence Assistance employees, and particularly supervisors, have a responsibility for keeping our work environment free of harassment. If you become aware of an incident of harassment, whether by witnessing the incident or being told of it, you should report it to the Chief Operations Officer or your immediate supervisor. Appropriate investigation and disciplinary action will be taken. If Independence Assistance becomes aware that harassment might exist, it is obligated by law to take prompt and appropriate action, whether the victim wants Independence Assistance to do so. No retaliatory action will be taken against an employee filing a harassment report will be promptly investigated with due regard for the confidentiality and privacy of everyone involved.

Any employee found to have harassed a fellow employee, subordinate or non-employee (including without limitation clients) with whom Independence Assistance has a business, service or professional relationship will be subject to investigatory and disciplinary action up to and including termination. Independence Assistance will also take any additional action necessary to appropriately remedy the situation. No adverse employment action will be taken for any employee making a good faith report of alleged harassment.

The individual who makes unwelcome advances, threatens or in any way harass another is personally liable for such actions and their consequences. Independence Assistance will not provide legal, financial or any other assistance to an individual accused of harassment if a legal complaint is filed. Since allegations of harassment are extremely serious, it is important to keep any information confidential to those directly involved.

## **NEGLIGENT MISREPRESENTATION**

Any employee of Independence Assistance who purposely gives another associate information that conflicts with company policies and procedures and/or this manual either verbally or in written form, may be terminated for negligent misrepresentation. If anyone offers you, or if you receive such information, you must report the situation to management immediately. Failure to report will be considered the same as engaging and can subject the individual to disciplinary action.

## **DRESS CODE POLICY**

Our primary goal at Independence Assistance is to provide the very best care possible. Our manners of dress, grooming and personal cleanliness speak for us when we are in contact with residents, family members, guests and co-workers. We understand that standards as to what constitutes acceptable or suitable professional attire are subject to change, but the following guidelines are provided:

- Employees in direct client care settings should wear scrubs unless a more non-descript uniform is requested by the client and approved by management. In the case that a client requests alternate attire, the caregiver should wear black or khaki pants and solid color polo shirt.
- All shirts are to have sleeves and be clean and neat in appearance.
- Appropriate footwear should be a plain athletic shoe, neutral in color. Open toed shoes are not permitted due to safety concerns. Shoes must always be worn.
- All employees are always to wear name badges.
- Neatness, cleanliness and good personal hygiene are important. Heavily scented perfumes, aftershave and/or cologne should not be worn while caring for clients.
- Yoga pants or Sweats; pajamas; shorts or capris; sleeveless shirts; clothing that is too tight, too loose, dirty or ripped; bare midriffs are not permitted.
- Ball caps or hats are not permitted
- Undergarments are always required to be worn, and at no times shall undergarments be seen by the client.
- No Cleavage is to show at any time.
- Hair is to be clean, neat and pulled to the back of the head and secured while prepping meals. No loud hair colors or styles are permitted.
- Tattoos should be covered with clothing. If an employee has a tattoo on their arm, hand, wrist or neck that may show they are to consult with the Human Resource Manager for suggestions on how to cover it during work.
- No facial piercing jewelry is permitted aside from modest piercing of the ear.
- Facial hair is to be clean, neat and trimmed.
- Fingernails will be kept short to about ¼ inch and clean. Do not wear artificial nails when having direct contact with clients.

Consult management if you have questions as to what constitutes appropriate attire. Employees who report to work and are not properly dressed or groomed will be asked to leave and return to work when appropriately dressed. Under such circumstances, associates generally will not be compensated for the time away from work.

## **CLIENT CONFIDENTIALITY**

Employees will, to the best of their ability, ensure confidentiality and privacy in regard to history, records and discussions about the people we serve. Disclosure of confidential information can be made only under specified conditions. The obligation to maintain confidentiality extends to time off work and continues after employment with Independence Assistance ends.

## **CELL PHONE USE**

The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode during work hours, and to keep cell phone use confined to breaks and meal periods. Conversations should be had away from areas where employees or clients are present. The use of cameras on cell phones during work time is prohibited to protect the privacy of Independence Assistance, clients and fellow employees. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed.

## **NON-COMPETE CLAUSE**

Once your employment ends with Independence Assistance, you are not to work for any of our current or former clients for 12 months. See the Non-Compete Agreement for details.

## **CONFLICT OF INTEREST**

Business decisions must be made in the best interest of Independence Assistance and based on sound business judgment, not motivated by personal interest or gain. It is imperative that employees' conduct does not reflect negatively on Independence Assistance. Examples of a conflict of interest include:

- Working for an agency client “under the table” outside of your regularly scheduled hours.
- Providing care to a client that is a close friend or family member and not disclosing that fact to your supervisor.
- Selling or promoting services or products to agency clients (Avon, school fund raisers, girl scout cookies, boy scout popcorn, etc.)
- Requesting or accepting household items or client-owned personal item from a client without completing a gratuity form.
- Requesting a loan from a client.
- Accepting tips or cash from a client without completing a gratuity form.
- Divulging our agency practices to another agency.

If there is any doubt of whether a conflict of interest exists, you are to discuss the situation with your supervisor.

## **OUTSIDE EMPLOYMENT**

We understand that other employment may be necessary for you to meet your financial obligations. It is considered a conflict of interest and against company policy to work directly for any current or former client as an independent caregiver or as part of your own personal business.

## **HEALTH AND SAFETY**

Independence Assistance is committed to providing a safe and healthful working environment. We make every effort to comply with relevant federal and state occupational health and safety laws and to develop the best feasible operations, procedures, technologies and programs conducive to such an environment.

To accomplish this objective, all associates are expected to work diligently to maintain safe and healthful working conditions and to adhere to proper operating practices and procedures designed to prevent injuries and illnesses. Associates who have suggestions to improve our safety practices are encouraged to share their ideas with management.

The responsibilities of each employee in this regard include:

1. Attending safety education and training programs organized by Independence Assistance.
2. Exercising maximum care, including use of proper body mechanics, and good judgment at all times to prevent accidents and injuries.
3. Immediately reporting all work-related accidents/incidents to the supervisor or person in charge.
4. Reporting and seeking first aid for all injuries, regardless of how minor.
5. Having a fire and disaster plan and being familiar with the locations of fire extinguishers and how to properly use this equipment.
6. Maintaining clean work areas and keeping work areas free from debris.
7. Storing all equipment and supplies in their proper place.
8. Reporting unsafe conditions, equipment or practices.
9. Properly using safety equipment.
10. Ensuring equipment is kept clean and in good repair.
11. Wearing appropriate clothing and shoes for your job.
13. Adhering to proper infection control practices. Following standard precautions. Wearing appropriate personal protective equipment and/or attire when situations call for it.

14. Reporting to work in a condition fit for duty. Associates will not report to work under the influence of non-prescribed drugs or alcoholic beverages. You must notify your supervisor, before the beginning of the workday, of any prescription medication you are taking that may cause drowsiness or other side effects.

15. Maintaining cardiopulmonary resuscitation (CPR) certification, as may be required by job position or state requirement.

These rules do not cover all possible safety issues. When it comes to safety, your attention and good common sense are required. Failure to follow the above procedures may subject you to corrective action, which may include termination of employment.

## **TUBERCULOSIS TEST (TB)**

All new employees, who encounter clients, must be screened for tuberculosis (TB). TB screening may be conducted on a continuing basis throughout your employment according to Independence Assistance standards or state requirements. It is the responsibility of the employee with positive TB disease to notify management of his or her condition immediately. Prior to working in a client's home, employees must have a tuberculosis assessment and dual testing, or T-spot performed to rule out infection. Annually, prior to expiration, all staff who have client interaction must have repeat assessment and testing performed and results submitted to Independence Assistance. Independence Assistance will reimburse staff for the cost of their renewal testing with proof of valid receipt.

## **INFECTIOUS DISEASE**

Independence Assistance is concerned about the spread of communicable diseases. You must use standard precautions and personal protective equipment when you may encounter blood, body fluids, excretions, or secretions or when touching mucous membranes or non-intact skin, or contaminated surfaces or objects.

Employees who have any communicable disease or illness must report this fact to management. This includes, but is not limited to, infections, open sores, and excessive sneezing. Employees who have contact with clients may be referred to their physicians for diagnosis and treatment for the protection and health of everyone in the community. The employee will be permitted to return to work when a physician's release indicates there is no longer a threat of infecting others.

To decrease the risk of infection and to prevent injury, you may be required to obtain a return to work authorization from a physician if you are absent from work due to illness or injury. If you need an accommodation to return to work, you must request such accommodation before the date you intend to return to work. Reasonable accommodation may not be available.

If you have traveled outside of the United States, you must report your destination to determine whether you should be tested for any communicable diseases commonly occurring in the area or

country in which you traveled. You may be required to submit to a medical evaluation in connection therewith and will not be allowed to return to work without a certification of a physician that you do not carry a communicable disease. A refusal to submit to such testing will be deemed to be a voluntary resignation and you will be terminated from employment.

## **HAND WASHING**

Independence Assistance employees are required to practice effective hand washing. Hand washing removes harmful germs from the hands and helps prevent the spread of infectious agents from one person to the other.

Employees must wash their hands and any other skin with soap and water or with use of an alcohol-base hand rub before and after client contact and after contact with the immediate client care environment.

### WHEN TO PRACTICE HAND WASHING:

- Whenever hands are visibly dirty or contaminated.
- Before:
  - having contact with clients- upon entry into homes, wash your hands before beginning in home tasks
  - putting on gloves
  - inserting any invasive device
  - manipulating an invasive device
- After:
  - having contact with a patient's skin
  - having contact with bodily fluids or excretions, non-intact skin, wound dressings, contaminated items
  - having contact with inanimate objects near a patient
  - removing gloves

### HAND WASHING PROCEDURE:

#### HAND RUB (foam and gel)

1. Apply to palm of one hand (the amount used depends on specific hand rub product).
2. Rub hands together, covering all surfaces, focusing in particular on the fingertips and fingernails, until dry. Use enough rub to require at least 15 seconds to dry.

#### HANDWASHING

1. Wet hands with water.
2. Apply soap.
3. Rub hands together for at least 15 seconds, covering all surfaces, focusing on fingertips and fingernails.
4. Rinse under running water and dry with disposable towel.
5. Use the towel to turn off the faucet.

### PROPER USE OF GLOVES:

- Put on new gloves before contact with non-intact skin or mucous membranes
- Wear gloves during contact with bodily fluids or contaminated items
- Remove gloves after caring for a client
- Do not reuse or wash gloves
- Don't forget hand hygiene after removing gloves – glove are not a replacement for hand hygiene

## **TOBACCO USE**

Independence Assistance is a smoke-free agency. At no time, shall an employee smoke, use smokeless tobacco, or e-cigarettes in the presence of a client, in a client's home or in the vehicle while transporting a client or driving a client's vehicle. Extra consideration should be taken when a client is sensitive to the smell of cigarettes on your clothes, hair and breath to not smoke prior to entering the client's residence. Do not ever dispose of cigarette on the client's property. Any conflicts will result in a meeting with Human Resources to provide resolution.

## **ALCOHOL AND ILLEGAL DRUG USE IN THE WORKPLACE**

Independence Assistance is committed to having employees who do not engage in illegal alcohol and drug activities. Independence Assistance will take the necessary steps to comply with all federal, state and local laws. The abuse of alcohol and other drugs can alter behavior, distort perception, impair thinking, and impede judgment. Alcohol and drug abuse might also result in various diseases, illnesses, and even death.

In accordance with federal and state laws, and because of the potential detriment to the health and wellbeing of our Clients as well as our employees, all employees are prohibited from engaging in the unlawful use, possession, manufacture, distribution, dispensation, and sale of alcoholic beverages, controlled substances (including marijuana) and other dangerous drugs while engaged in employment for Independence Assistance , as well as serving or making available any alcoholic beverages to any Client, Client family member or Independence Assistance employee.

Employee misconduct related to alcohol use or abuse in violation of this policy will not be tolerated. Any employee who violates this policy, or any state or federal law or policy, regarding the use, possession, manufacture, distribution, dispensation, or sale of drugs or alcoholic beverages shall be subject to corrective disciplinary actions and penalties up to and including termination of employment and referral to appropriate federal, state, local or tribal authorities for prosecution in the courts.

## **DRUG TESTING**

To the extent allowable pursuant to local, state, and federal laws, Independence Assistance require employees to submit to testing for illegal drugs. This will be accomplished prior to employment with Independence Assistance, and any time you are involved in a work-related injury or accident with probable cause or reasonable suspicion. Refusal to consent to test or to

release the disclosure of test results to appropriate personnel of Independence Assistance will result in corrective action, which may include termination of employment for a first offense.

## **HEALTH INSURANCE**

Independence Assistance will offer health insurance plans to all full-time employees (37 hours/week) following their 60<sup>th</sup> day of employment. 30 days prior to eligibility Independence Assistance will contact the employee to offer and enroll. Life, dental or vision insurance will not be offered at this time. Employees needing life, dental or vision insurance are encouraged to go to the state marketplace or private agent to shop for affordable insurance options.

## **SIMPLE IRA**

SIMPLE IRA plan (**S**avings **I**ncentive **M**atch **P**lan for **E**mployees) is a retirement plan offered by Independence Assistance that allows employees and Independence Assistance to make pretax contributions toward the employee's retirement savings. Employees are eligible to participate in the SIMPLE IRA plan benefit beginning the first day of the month following their 60 day evaluation if you have earned at least \$5,000 in compensation from Independence Assistance in any prior two years and expect to earn at least \$5,000 in the current year. If you choose to participate contact the Human Resource Director to elect your percent (%) of salary reduction contribution. Independence Assistance will match contributions equal to your salary reduction contribution up to a limit of 3% of your compensation for the year. A benefit summary description will be provided to outline eligibility requirements for those who are interested in the benefit.

## **COBRA**

Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, if you are covered under the Company's group health insurance plan(s) you are entitled to continue your coverage in the event that your employment with the Company ends. Under COBRA, the Company must offer each qualified beneficiary (the employee and any covered dependents) who would otherwise lose coverage under the plan as a result of a qualifying event an opportunity to continue their insurance coverage. A qualifying event is defined as termination of employment, a reduction in the number of hours of employment, death of covered employee, divorce or legal separation, a dependent child ceases to be dependent, eligibility of the covered employee for Medicare, or an employer's bankruptcy.

## **DRIVERS SAFETY/ AUTO COVERAGE**

Drivers must be in possession of a valid driver's license from the state in which he or she resides. While driving on company business, associates will refrain from using cell phones, regardless of whether the cell phone is used for business or personal use. However, if it is necessary, the use of a hands-free device is required. The use of seat belts and other safety devices are mandatory.

Employees who use their personal vehicles regularly on business are expected to carry liability insurance up to the amount of \$300,000. You should understand that your personal insurance is primary in case of any accidents or claims to personal injuries including death and property losses or damage in connection with any activity or accommodation of Independence Assistance. In no case, will the company be responsible for damages to your vehicle. In addition, you are responsible for paying any traffic tickets, citations and/or parking violations.

Employees are not to drive the client's vehicle while performing caregiving functions, unless explicitly authorized in writing by the client. The client should complete a vehicle waiver and provide Independence Assistance with a copy of valid car insurance. Independence Assistance will review motor vehicle records annually for all employees and clients with signed vehicle waivers. If the employee has a negative driving record, they are NOT permitted to transport clients.

## **CODE OF BUSINESS CONDUCT AND ETHICS IMPLEMENTATION**

### **PROFESSIONALISM AND TEAMWORK**

Independence Assistance is committed to the highest ethical standards in the conduct of business. These ethical policies go beyond rules set by law, as we know that our employees' and the public's trust in Independence Assistance is both a serious responsibility and a valid expectation. While it is not possible to develop a detailed set of rules which cover all circumstances, or which serve as a substitute for good judgment and ethical conduct, the purpose of this section is to set forth the business ethics of Independence Assistance in a written format which provides clear guidance to all employees.

As an Employee of Independence Assistance, we accomplish all of our business success as a team. Independence Assistance culture encourages open and honest communication, a foundation for team building. In order to maintain integrity, we must succeed as a team.

### **FALSE CLAIM LAWS**

Independence Assistance is committed to accuracy in billing and coding practices and to ensure compliance with all governmental and private third-party payer requirements. Federal and state fraud and abuse laws prohibit Independence Assistance from knowingly presenting or causing the presentation of claims for payment that are false, fictitious or fraudulent. It is our policy that all Independence Assistance associates and any contractors, subcontractors or vendors of Independence Assistance will comply with all federal and state laws and regulations to ensure the proper preparation and submission of accurate and complete claims, including, but not limited to, those laws described below.

## **FEDERAL FALSE CLAIMS ACT**

The Federal False Claims Act (the “FCA”) is a federal statute that prohibits knowingly presenting a false claim for payment to the federal government, including claims submitted to the Medicare and Medicaid programs. Violators of the FCA are liable for damages of up to three times the fraudulent payment, plus civil penalties of \$5,500 to \$11,000 per false claim.

Under the FCA, a private individual may file a case in federal court (a qui tam suit) and sue, on behalf of the government, those providers who violate the FCA. The Department of Justice then decides on behalf of the government whether to join the relator in prosecuting the case. If the case is successful, the relator may share in the recovery. The amount of the relator’s share depends on many factors, including whether the relator planned and/or initiated the false claim (in which case, the relator’s share can be reduced to any amount the court deems appropriate).

Independence Assistance may not discharge, demote, suspend, discriminate against or otherwise retaliate against a relator for filing an FCA case. This does not, however, mean that an associate can avoid discipline for poor work or wrongful acts. To receive the benefits of the employment protections of the FCA, the associate must demonstrate that: (1) he or she was engaged in activity protected by the FCA in furtherance of a qui tam suit; (2) the employer knew of the associate’s qui tam actions; and (3) the employer retaliated against the associate because of those actions. If a court finds that a relator was terminated or otherwise mistreated for filing a qui tam lawsuit, the associate is entitled to reinstatement at the same level, two times the back pay owed plus interest, and compensation for any “special damages” sustained as a result of the discrimination (e.g., attorneys’ fees).

## **STATE FALSE CLAIMS LAWS**

Kentucky has also enacted false claims laws. Some of these laws also permit private citizens to file suits on behalf of the state government against those providers who violate the state false claims laws. The specific prohibitions and penalties under these laws vary from state to state

## **FALSE CLAIMS PROCEDURES**

Independence Assistance will not tolerate any false, fictitious or fraudulent claims. If you encounter any situation that you believe violates any federal or state law or regulation, any Independence Assistance policies or procedures you should immediately report your concerns to Independence Assistance management.

## **PROGRAM FRAUD CIVIL REMEDIES ACT OF 1986 (the “PFCRA”)**

The PFCRA is another federal law similar to the FCA that provides administrative remedies for knowingly submitting false claims and statements. Violations include submitting a claim or other written statement for services that were not provided or making a statement that asserts a material fact that is false or that omits a material fact. A violation of the PFCRA is punishable by

a maximum civil penalty of \$5,000 per claim plus an assessment of up to twice the amount of each false or fraudulent claim.

## **WORKERS' COMPENSATION INSURANCE**

Employees are provided workers' compensation insurance coverage from the day they begin working. This insurance provides protection against medical expenses incurred as the result of a work-related injury or illness. It also provides income if you are unable to work as a result of a work-related injury or illness. You will also be provided the opportunity to return to work within documented capabilities in a timely and safe manner. All work-related injuries or illnesses must be reported immediately or by the end of the employee's shift to your manager, whether or not medical treatment is required. Questions regarding workers' compensation should be directed to Human Resources or the Chief Operations Officer.

## **WORK INJURY REPORTING**

All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment.

If you are involved in, or witness to an accident/incident while working, you must immediately report it to the office or on-call staff member. You are required to complete an injury/illness report and investigation form within 24 hours of the incident. This reporting requirement assists Independence Assistance in monitoring safety practices and acting as needed.

In the event you are injured on the job during working hours, you must report the incident to your supervisor or the individual in charge immediately or by the end of the shift. This person will assist you in securing any necessary medical attention, including on-site first aid or referral to an outside medical provider. As determined by applicable state law, you may have the right to secure treatment from the physician of your choice. After treatment, you must return to work for the remainder of your shift (unless ordered otherwise by the treating physician) and Independence Assistance will accommodate any necessary work restrictions.

Independence Assistance is committed to maintaining a drug-free and alcohol-free workplace. Employees involved in work-related incidents that require medical treatment from an outside medical provider or that result in lost time from work beyond the date of injury, may be required to submit to a drug/alcohol screening.

## INFORMATION TECHNOLOGY SECURITY

### INFORMATION SYSTEMS ACCESS POLICY

It is the policy of Independence Assistance to provide levels of security commensurate with and applicable to the various classes of information and data held on file, for the purpose of protecting Independence Assistance data and information systems from unauthorized access.

Accordingly, only authorized users are granted access to Information systems, and users are limited to specific defined, documented and approved applications and levels of access rights. Computer and communications system access control is to be achieved via user identifications that are unique to each individual user to provide individual accountability.

Independence Assistance requires compliance with the following rules concerning access and use of information systems (“Information Systems Policy”): Who is affected: The Information Systems Policy affects all employees. Employees who violate the Information Systems Policy will be subject to disciplinary action up to and including termination.

1. **Affected Systems:** Information Systems Policy applies to all information data, computer and communication systems owned or operated by, or under the control or possession of, Independence Assistance (wherever located and in whatever form, whether paper or electronic, human readable or machine-readable).
2. **Workstation Access Control System:** All workstations or computers, including mobile devices used for Independence Assistance business activity, wherever located, must use an access control system (including a username and password) approved by Independence Assistance. Passwords must conform to the requirements of the password policy. Active workstations are not to be left unattended. When a user leaves a workstation, that user is expected to properly log out of all applications and networks. Users will be held responsible for all actions taken under their sign-on. Where appropriate, inactive workstations will be reset after a period of inactivity (typically thirty (30) minutes). Users will then be required to re-log on to continue usage. This minimizes the opportunity for unauthorized users to assume the privileges of the intended user during the authorized user’s absence.
3. **Access Approval:** System access will not be granted to any user without appropriate approval.
4. **Limiting User Access:** Independence Assistance approved access controls, such as user log-on scripts, menus, session managers and other access controls will be used to limit user access to only those network applications and functions for which they have been authorized.
5. **Need-to-know:** Users will be granted access to information on a “need-to-know” basis, and users will only receive access to applications and privileges necessary for performing their jobs.
6. **Access for Non-Employees:** Individuals who are not employees, contractors, consultants or business partners will not and must not be granted a user-identification or otherwise be given privileges to use Independence Assistance computers or information systems unless approved by the Chief Operations Officer.

7. Unauthorized Access: Employees are prohibited from gaining unauthorized access to any other information, systems or in any way damaging, altering, or disrupting the operations of these systems.

8. Remote Access: Remote access must conform to all statutory requirements.

## **SOCIAL MEDIA POLICY**

Employees are in constant contact with clients and clients' families. A caregiver will learn information regarding the client's health, healthcare, medications prescribed by their physician, physical and/or occupational therapy and personal information. At no time, will an Independence Assistance employee disclose any of this information on a social media website. To do so is in violation of HIPAA.

All employees must comply in all respects with the requirements of the Health Insurance Portability and Accountability Act ("HIPAA"), the Standards for Privacy and Security of Individually Identifiable Health Information promulgated at 45 CFR Parts 160 and 164, and all other applicable similar federal, state and/or local statutes, laws, ordinances, regulations, rules and interpretive guidance, and any and all amendments to any of the foregoing.

This includes but is not limited to:

Facebook

Twitter

Linked-In or Any other social media websites

Employees who violate these policies may be subject to corrective action, up to and including termination of employment and/or civil or criminal legal proceedings. Management may also at its discretion, notify law enforcement, regulatory, accreditation and licensure organizations as it sees fit.

## **CLIENT PRIVACY AND RELATIONS**

### **PRIVACY/HIPAA**

Each Independence Assistance employee has a responsibility to Clients and the agency to uphold Client privacy rights and maintain the security and integrity of Client protected health information. All employees will collect, use, disclose, maintain and store Client protected health information in an honest, ethical, secure and confidential manner.

In 1996, the Health Insurance Portability and Accountability Act or the HIPAA was endorsed by the U.S. Congress. The HIPAA Privacy Rule, also called the Standards for Privacy of Individually Identifiable Health Information, provided the first nationally recognizable regulations for the use/disclosure of an individual's health information. Essentially, the Privacy Rule defines how covered entities use individually identifiable health information or the PHI (Personal Health Information). 'Covered entities' is a term often used in HIPAA-compliant

guidelines. This definition of a covered entity is specified by [45 CFR § 160.102] of the Privacy Rule. A covered entity can be a Health Plan, Healthcare clearinghouse or Healthcare provider.

Accordingly, client protected health information will be treated as confidential, and held, used and disclosed only in compliance with applicable laws/regulations and as set forth within Independence Assistance's notice of privacy practices (and as the same may be amended at any time and from time to time by Independence Assistance, at its sole and absolute discretion). Employees are expected to only share confidential information regarding the operations of Independence Assistance with employees when they have a legitimate business purpose or need to know the information in order to perform their job. We will maintain confidential information, including financial data and associate-related information, in a confidential, secure manner according to relevant policies and applicable law.

All employees must comply in all respects with the requirements of the Health Insurance Portability and Accountability Act ("HIPAA"), the Standards for Privacy and Security of Individually Identifiable Health Information promulgated at 45 CFR Parts 160 and 164, and all other applicable similar federal, state and/or local statutes, laws, ordinances, regulations, rules and interpretive guidance, and any and all amendments to any of the foregoing.

## **CLIENT ABUSE**

You are required by law to report any form of abuse or neglect that you observe immediately to management. Give the name of the client, the employee involved, the time, date, place and a description of what occurred. Employees shall report the incident to their immediate supervisor as soon as possible but in no event less than twenty-four (24) hours after witnessing the incident. If you fail to do so, you may be subject to corrective action up to and including termination of employment.

Management will then notify the state licensing authorities as well as any applicable state or local agency charged with protecting older adults (i.e. Adult Protective Services).

Any form of abuse or neglect of clients is prohibited and will not be tolerated. If you are found to be abusive to clients in any way, you are subject to immediate dismissal and you may be arrested. You may have legal charges brought against you depending upon the facts of the incident. You will also be reported to the appropriate authorities according to state and federal regulations.

Abuse is any act, failure to act or incitement to act done willingly, knowingly or recklessly through words or physical action which causes or could cause mental or physical injury, harm, or death to a client. This includes verbal, sexual, mental/psychological or physical abuse. If the incident involves sexual abuse or serious physical abuse, it must first be reported to the local police department.

Maltreatment is defined under Kentucky law to mean as follows:

Abuse - An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of:

1. Assault in the first through fifth degrees
2. The use of drugs to injure or facilitate crime
3. The solicitation, inducement, and promotion of prostitution
4. Criminal sexual conduct in the first through fifth degrees

A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction.

Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following:

Hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult;

Use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening;

Use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; or

Use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions.

Any sexual contact or penetration between a person providing care services and a client or client of Independence Assistance

The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another.

Neglect - The failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is:

Reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and

The absence or likelihood of absence of care or services, including but not limited to,

food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult.

Financial Exploitation - In breach of a fiduciary obligation recognized elsewhere in law, including pertinent regulations, contractual obligations, documented consent by a competent person, or the obligations of a responsible party.

Engages in unauthorized expenditure of funds entrusted to the actor by the vulnerable adult which results or is likely to result in detriment to the vulnerable adult; or

Fails to use the financial resources of the vulnerable adult to provide food, clothing, shelter, health care, therapeutic conduct or supervision for the vulnerable adult, and the failure results or is likely to result in detriment to the vulnerable adult.

In the absence of legal authority, a person:

Willfully uses, withholds, or disposes of funds or property of a vulnerable adult;

Obtains for the actor or another the performance of services by a third person for the wrongful profit or advantage of the actor or another to the detriment of the vulnerable adult;

Acquires possession or control of, or an interest in, funds or property of a vulnerable adult through the use of undue influence, harassment, duress, deception, or fraud; or  
Forces, compels, coerces, or entices a vulnerable adult against the vulnerable adult's will to perform services for the profit or advantage of another.

The mandatory report of any suspected maltreatment of a vulnerable adult (any person over age eighteen (18) who is a client/client of Independence Assistance) must be made as soon as possible and in no case later than twenty-four (24) hours after learning of the incident of suspected maltreatment.

Employees shall always be aware of potential abuse, neglect or exploitation of a client. Be aware of any unexplainable bruising or marks on the client. Observe if a client becomes nervous or uncomfortable in someone's presence. Does the client who is normally outgoing and pleasant, become withdrawn and angry in someone's presence? Know your client; you may need to be the client's voice in these matters.

Whether it is by a family member or an outside source you are required, by law to report any suspected abuse, neglect or exploitation.

Refer to KRS Chapter 13B209.030(2) for procedures in reporting adult abuse or neglect.

If pet care is a part of your duties as a caregiver and you observe or suspect animal abuse or neglect, advise a member of management as soon as you observe or suspect it.

## PROVIDER/CLIENT BOUNDARIES

Boundaries in Client care are unspoken, physical and emotional limits of the relationship between the trusting client and the caring provider. Professional boundaries represent a set of culturally and professionally derived rules for how providers and their Clients interact. Boundaries serve to establish and maintain a trusting provider-client relationship and help all employees maintain “justice and equity” in dealing with all clients, not only for a special few.

In caring for Clients, it is common for strong emotional bonds to develop. However, when the limits of the caregiver-client/family relationship are not clear or where normal professional boundaries are not respected, problems are likely to arise. It is the responsibility of Independence Assistance employees to set and maintain healthy professional boundaries with clients and their families.

### Common reasons for boundary problems include:

- Personality styles
- Psychiatric disorders in which normal boundaries are not recognized or respected
- Health professional stress/burnout
- Cultural misunderstandings

### Warning signs and examples of potential boundary blurring include:

- Gift giving from/to client/family
- Clients having or wanting access to provider’s home phone number, or other personal information. All communication should go through the office.
- Client/family expectations that the provider will provide care or socialize outside of care settings
- The provider revealing excessive personal information with client/family

**Note:** Not all boundary issues are detrimental to the caregiver-client relationship-some clearly enhance compassionate care and serve to reinforce a trusting relationship. However, it is important for the caregiver to self-reflect and consider the following questions when boundaries are approached:

1. Am I treating this Client or family member differently than I do other Clients?
2. Would I be comfortable if this gift/action was known to the public or supervisors?
3. What emotions of my own does this Client/family trigger and are the emotions impacting my decision-making?
4. Are my actions truly helpful for the client, or am I acting in a manner to meet my personal needs?
5. Could this boundary issue represent a sign that I am experiencing professional burnout?

Any employee not sure of the appropriate response in their situation to these questions should discuss the situation with their immediate supervisor. Accordingly, all employees must:

1. Set clear expectations with Clients and families as to their role in the context of their care, availability and best ways to communicate.
2. Consult supervisors or health professionals as a sounding board when they are uncertain about client/family behaviors.
3. Address issues as they arise with the client/family; acknowledge importance of feelings, emphasize the provider-client relationship and the importance of maintaining objectivity; emphasize that the rejection of a requested behavior does not imply a lack of caring.
4. Seek professional counseling for yourself or the client/family when boundary issues impact your ability to provide objective, compassionate care before it is too late.
5. Employees who are found to manipulate, coerce, antagonize, threaten, abuse or take advantage of Clients for their personal gain are subject to disciplinary action up to and including immediate termination of employment.

## **GRATUITIES /GIFTS/ LOANS**

Employees shall never request a gratuity/tip, gift or loan from a client.

Clients should not have any knowledge of an employee's personal finances or financial struggles. At no time, will an employee accept the offer of a monetary loan, regardless of the dollar amount. If a client offers a loan of any type the employee will decline the offer and report the offer in detail to management as soon as possible.

## **CLIENT SERVICES**

Independence Assistance has adopted the following policies and procedures regarding your relationship with those we serve.

Keep in mind that kindness and understanding are necessary to create the desired client care environment. Many times, relatives and visitors are under great emotional strain. Employees of Independence Assistance should be understanding of their emotions and treat the person with kindness and tact.

Job duties will take you into the homes or living quarters of our clients. These quarters are private and personal to the client and ultimate respect and privacy is always expected. Your privilege to enter their homes is for the sole task of providing the service assigned to you. This privilege carries with it a responsibility to behave in an honest and trustworthy manner.

While working with our Clients and their families please remember the following:

- We work in clients' homes; they do not live in our workspace. You must respect their privacy and maintain confidentiality with respect to our clients, their families, other employees or the company.
- Clients have the right to request their providers of choice and they have the right to decline services.

- The health status of our clients is considered their “personal property” and must be kept confidential.
- When in the presence of our clients, employees must speak a language our clients understand.
- Employees are not permitted to accept private employment with clients or their families while employed at Independence Assistance. (See Non-Compete Clause)
- Employees of Independence Assistance are never to witness any documents. Managers may notarize documents if they are notaries for their state and county.
- You may not be named as executor of a client’s estate or accept a “power of attorney” for personal affairs of a client.
- You may not attempt to sell to, purchase from, or enter into any transaction or work arrangements with, clients or their families.

We want our associates to do their jobs in the most efficient and effective manner in order to provide the best quality of care for our residents.

## QUALITY ASSURANCE

Quality assurance measures are important functions that ensure a minimal standard of acceptable client care. The results of quality assurance activities are used to modify client care and agency policy and procedures to improve client care, agency management, and operations. At a minimum, every employee is to document their interaction with a client by completing the Client ADL’s (Activities of Daily Living), located within the Client Care Binder/Folder in the residence or listed through the Ankota system. The Client Care manager or another member of the management team will visit the client’s often to review and collect the completed Client Notes. The information provided in the notes may be used to provide a timeline to the client’s physician or family of changes in their loved one’s behavior, appetite, and general health.

Surveys are sent to each family regularly and the information is used to assess where service delivery is optimal and how we might be able to improve on the delivery of services. Clients and their families are encouraged to call the office or the manager on call at any time to express concerns or provide feedback.

## CLIENT CARE

### SHOPPING

Employees may be required at times to shop for a client. This task will be listed in the tasks on the clients Plan of Care. At no time is an employee or Independence Assistance representative permitted to purchase items for a client unless Shopping is listed in the client’s Plan of Care. The client must list items in which they need on the Purchase/Shopping form located in the Client

Binder/folder and provide payment for the items. Independence Assistance employee may purchase only the items. Employees are not permitted to purchase controlled substances such as cigarettes, alcohol, e-cig products and other paraphernalia. Employees should upload the purchase receipt when performing clock out or request 2 copies of purchase receipts so one copy can be presented to the client and the other copy provided to Independence Assistance for record keeping. All receipts for purchases are to be attached to the Purchase/Shopping form and left in the client's binder/folder for collection. Under no circumstances should purchases to be made by the employee with their own personal money or credit card. Independence Assistance will not be responsible to reimburse employees who do not follow policy and purchase items with their personal money.

## PERSONAL CARE AND HOMEMAKING

If a client requests you to do something that is not on their plan of care and it is not unethical, immoral or illegal, in violation of 906 KAR 1:180, or in violation of the policies of Independence Assistance, you are expected to do it without complaining. If you have any concerns about this, you are to call the office outside of earshot of the client.

## CLIENT DOCUMENTATION

It is the responsibility of the employee to complete Client Activities of Daily Living noting (ADL's) during each shift. An ADL should be completed by each Care Assistant for each shift that is completed.

The following information should be documented on each ADL before the end of each shift, as specified.

- Client Name (First and Last Name)
  - Care Assistant Name (First and Last Name)
  - Date of Shift (example 3/23/2017)
  - Services provided checked in each box on the form  
 = Acceptable, Scribble Marks are Not Acceptable
  - Goals checked in box on form (example met, in progress or not met)
  - Health, Safety and Welfare notes in bottom box. Narrative with brief description of activities and overall well-being of the client.
  - Care Assistant signature and date (example Jane Doe 3/23/2017)
  - Client signature and date (example John Smith 3/23/2017)
  - Use black or blue ink pen only.
- 
- If the Client Tolerance is poor in any of the ADL categories, please go into detail in narrative so that we may address future issues.
  - If you are shopping for client, complete a purchase form AND if in the client is in the "Horizon" Traditional Waiver program, the Shopping/ Bill pay section on the ADL should be completed. A signature is **mandatory** from client and Care Assistant.

- Please be neat and legible, these ADL forms are your documentation and proof of visit if there is an audit or concern that would arise. Consider this a very important part of your job just as providing excellent quality care to our clients.
- When you make an ERROR, the only acceptable way to correct is to make one straight line through error and clearly write the word ERROR above and sign with your INITIALS (example CRG). DO NOT SCRIBBLE OUT WITH MULTIPLE MARKS.

If correct documentation is not completed the employee will be required to come to the office to complete notes and meet with management.

## COMMUNICATION TIPS AND TECHNIQUES FOR CAREGIVERS

Despite high levels of experience, you are likely to run into communication challenges as a caregiver. Some of the challenge's caregivers deal with include talking to care providers, managing memory loss, and avoiding power struggles. It's not an easy job, but armed with these tips, you can make things just a little bit easier.

### Memory Loss

Many conditions, such as Alzheimer's, that require a caregiver involve memory loss, which can make communication difficult. Following these tips can help ease the difficulty.

Offer visual help: To jog your client's memory, offer assistance by showing pictures, labels or pointing.

Be helpful: If your client is having trouble placing a word or thought, gently suggest or try to provide what they're looking for.

Walk them through it: Instead of telling a person with memory loss what to do, you should show them specifically how to do it and even have them practice.

Provide lots of reminders: In the course of regular conversation, frequently remind your client about events that are coming up.

### Speaking

In the course of conversation, pay attention to the way you're speaking to the client, and use these tips for better clarity and understanding.

Speak clearly: When talking to your client, speak in slow, even tones with purpose so that you're easy to understand.

Speak only as loudly as you need to: Don't speak louder than you really need to, or you may insult your client and make them frustrated.

Give them time: Give your client ample time to formulate a response and don't interrupt.

Speak slowly: Don't rush through your words. Listening to you may overwhelm your client.

Talk about one thing at a time: Don't confuse your client by changing conversations rapidly. Break up topics and alert them to conversation changes.

### Attention

Clients may have hearing loss, attention problems, or just lots of distractions. Here's how to make sure you're getting their full attention.

Use their name: Your client should respond to their name, so use it before talking to get their attention.

Ensure that needs are met: Your client will communicate best when their needs like rest, hunger and exercise have been taken care of.

Choose a quiet place: Avoid environments with lots of noise so that even hard of hearing clients or those that get distracted won't have trouble hearing you.

Ask if it's a good time to talk: Your client may not be in the mood to carry on a conversation, so always ask if they're ready to have a discussion.

Avoid distractions: Communicate in a location that doesn't have a lot of distractions like television or pets so that you won't have to compete for attention.

Keep eye contact: Maintain eye contact with your client so that they know you're speaking specifically to them.

Offer encouragement: Say things like, "I understand," or "Tell me more."

Gently touch their arm or shoulder: Get their attention with a soft touch and speak to them when they look at you.

## **Nonverbal**

Although speech is important, your nonverbal signals are just as significant. Follow these tips to make sure you're using them effectively.

Always be aware of your own nonverbal cues: Your voice and body language will go a long way in your communication, so be sure that they're saying what you really mean.

Use hand signals: If your client is hard of hearing, supplement your words with simple hand signals.

Maintain a comfortable distance: Although caregiving may have you in close contact often, it's not always comfortable to communicate in close quarters, so keep your distance.

Point: Supplement your words with a non-verbal signal like pointing to get your message across.

Draw: Creating a visual representation of what you're trying to communicate can make it easier for your client to understand you.

Write out words: If your client can't understand what you're saying, try writing it out to make things clearer.

## **Behavior**

Practice the following behaviors when communicating with your client:

Take a deep breath: Try deep breathing to relax before a conversation, and take deep breaths to calm down if the discussion turns difficult.

Always acknowledge your client: Don't talk about your client with others as if they're not there. Bring them into the conversation so that they can be involved as well.

Treat the client as an adult: Always **ask** the client to do something instead of telling them.

Be responsive: When your client wants to talk, listen, and pay attention to nonverbal cues.

Listen: Carefully listen to what your client is saying instead of quickly moving on to the next topic.

Avoid arguing: Remember that your client's needs are the primary concern, and instead of arguing, focus on meeting needs.

Acknowledge feelings: Although it may be uncomfortable, it's important that you acknowledge the feelings of your client so that they have someone to talk to and don't feel marginalized.

Pay attention to behavior: Consider whether your client's words and behavior seem to match, or if they have something else, they'd really like to say.

Be friendly: Laugh and use humor whenever it's appropriate to relieve tension and enjoy conversing with each other.

Ask questions: Don't assume you understand everything your client is saying; ask questions until you have a clear picture.

## SELF-ADMINISTRATION OF MEDICATIONS

Employees will aid the client(s) in the self-administration of medications, in accordance with KRS 216.710(b) 1, 2, 3(a, b, c) and 4.

Remind the client when to take medications and observe to ensure that the client takes the medication as directed.

Hand the client's medication to the client. If the client is unable to open the medication, the staff person may open the unit dose or medication organizer, remove the medication and close the organizer for the client.

Assist the client in consuming oral medication, including tablets, capsules or liquid medication by:

1. Placing the dose in a container and placing the container to the mouth of the client
2. Placing the medication in the client's hand
3. Following the written instructions of the client's designated representative or licenses health care professional for how to enable the client to take the medication
4. Steady or guide a client's hand while applying ointments

Employees should never assist the client(s) with the following, in accordance with KRS 216.710(c) 1-9.

1. Instill eye, ear or nasal drops
2. Mixing, compounding, converting or calculating medication doses
3. Preparation of syringes for injection or the administration of medications by any injectable route
4. Administer medications through intermittent positive pressure breathing machines or a nebulizer
5. Administer medications through a tube inserted in the body
6. Administer parenteral preparations
7. Administer of irrigations or debriding agents used in the treatment of a skin condition
8. Administer rectal, urethral or vaginal preparations.

## GOOD CAREGIVER PRINCIPLES

### PROMOTE ALTRUISM

To promote altruism in caregiving is to do everything possible to ensure that caregiving actions recognize and honor the right of the person in care to have a say over the look and feel of his or

her daily life. To promote altruism is to maintain as much familiarity and comfort as possible for the person in care by making sure that caregiving actions are relevant and sensitive to the values, feelings, attitudes, preferences, and traditions or habits of the person in care.

## **RELY ON EVIDENCE**

To rely on evidence in caregiving is to base caregiving actions on knowledge about the person in care, including what he or she would do if able to function independently. Direct evidence comes from the expressed wishes of the person in care or knowledge about his or her past actions. Indirect evidence comes from observations in shared experiences or dialogue with significant others in a position to inform, such as family, friends, associates, service providers, etc. In short, to rely on evidence is to take the guesswork out of caregiving.

## **QUALITY TASK PRINCIPLES**

1. Set standards for ethical and decent care. Standards like kindness, patience, and honesty are universal. More specific standards are shaped by the needs, values, and preferences of people in care. Uphold standards set by the person in care.
2. To respect the present, recognize the past. To provide relevant and sensitive services, understand the life journey, past experiences, and accomplishments of the person in care.
3. Be clear about required caregiving tasks. Create clear instructions and guidelines for carrying out the required tasks while also encouraging and assisting the person in care to do as much as possible in order to sustain capacity.
4. Foster dignity in grooming. Take special pains to ensure dignity in all aspects of grooming for the person in care and show respect for his or her modesty.
5. Safeguard physical health. In addition to assuring the best health of the person in care, tune in to his or her emotions and attitudes toward medical care. When in contact with medical providers, advocate for sensitivity and respect.
6. Attend to lifestyle. Help the person in care make the best possible use of passing hours, maintain a stimulating lifestyle and bring joy into the household; support spiritual needs.
7. Think of food as more than sustenance. Understand that the meaning of food and drink vary from person to person; deliver meals that reflect his or her preferences and traditions.
8. Recognize the place called “home.” Make sure that all the little touches that signal home to the person in care are carefully preserved and that necessary changes are made only in accordance with his or her approval.
9. Put it in writing. Make sure everyone on the caregiving team is clear and “on the same page” about service expectations by developing three important types of agreements: terms of work, confidentiality, and exit.

10. A picture is worth a thousand words. Use photos creatively – as both reminiscence and reminder for the person in care, and to show what things “look like.”

## QUALITY RELATIONSHIP PRINCIPLES

1. Think of caregiving service as collaborative. Research shows that when people participate in their destiny, they live longer, healthier, happier, and more productive lives.
2. Meet the person in care where she/he is "at." Tuning into someone's mind set goes a long way in understanding needs and providing relevant service.
3. To help a person in care move forward, be empathic with where he or she is “at.” Agreeing that moving ahead is difficult for someone goes a long way in helping him/her feel understood, protected, and assisted in making that step.
4. Respect the preferences of the person in care. Caregiving service is about accommodating the preferences and comfort of the person in care, not those of caregivers.
5. Think of so-called combative behavior as legitimate expression. So-called combative behavior should be interpreted as an expression of fear, confusion, or misunderstanding. Physical expression never happens in a vacuum; it is usually a person's means of “last resort.”
6. Pay close attention to body language. People often express themselves with their bodies (a look or body posture, etc.), especially when they worry about the impact of saying what they feel or when their capacity for speech deserts them.
7. Harness the strengths of the person in care. Pay special attention to and find creative ways to build on what people can do rather than their limits.
8. Engage, invite, and suggest. Help people in care maintain their dignity by treating them very gently and carefully.
9. Replace the unsuccessful with distraction or diversion. Think with this mindset: If not now, then later, or If not in this way, then in some other way.
10. Review, test, and retest all assumptions, perceptions, and conclusions. Always test what you think you know, understand, or believe you have clearly communicated.
11. Respect the person in your care as your elder. If you are the caregiver, chances are that you are the “young one” here. Adults in care should not be infantilized.
12. Remember that everyone is different in some ways. No two people in the universe are alike. The only thing people in care have in common is that they depend on the good will of others.  
(From Custom Elder Care, 2012)

## MEAL PLANNING

One of the common tasks as an employee may be to plan the client's meals and to "prep" meals. It is the employee's responsibility to learn about the client's diet restrictions if any, and know of any food allergies the client may have. Ask questions! Food likes, dislikes, favorite vegetable etc. will help you in this task. See the example of the meal plan chart to be used when meal preparation and planning is part of your tasks.



## SAFE FOOD HANDLING

*In order to prevent the spread of illness from food, you must properly handle food when storing, preparing and cooking it. Since you can't easily detect the bacteria that causes illness on food, it is important to follow food safety rules, created by the U.S. Department of Agriculture, to ensure harmful bacteria cannot develop. Bacteria and viruses are everywhere in the environment, and with 325,000 hospitalizations per year due to food-borne illness, food safety considerations are critical.*

### **Always follow the instructions below:**

Refrigerate perishable foods within two hours in temperatures less than 90 degrees and within one hour in temperatures at 90 degrees and above, the USDA recommends. Ensure that your refrigerator temperature is at 40 degrees or below and that your freezer temperature is at 0 degrees or below.

Cook or freeze fresh meat to avoid potential bacterial contamination. Fish, ground meats and poultry should be frozen or cooked within two days of refrigeration. Other beef, pork, veal and lamb should be frozen or cooked within three to five days of refrigeration. Meats should be well wrapped so that juices do not get onto other food.

Store most canned fruits on the shelf for 12 to 18 months. Store most canned meats and vegetables on the shelf for two to five years. Make sure that cans remain in good condition and are stored in a cool, dry place. Throw away cans that are misshapen, leaking or rusted.

### **USDA safe food preparation instructions:**

Wash hands with warm, soapy water for at least 20 seconds before and after handling food. Antibacterial agents in hand soaps need at least this much time to kill germs.

Store all raw meat away from other food to avoid cross-contamination. Keep marinating meat in a covered dish. Wash all utensils, counter tops, cutting boards and any other items that come into contact with raw meat.

Thaw frozen meats in the refrigerator, kept separate from other foods to avoid cross-contamination. Thaw meat quickly by putting it in a plastic bag and submerging it in cold water

for 30-minute intervals. Change the water during these intervals and cook the meat immediately once it is thawed.

**USDA safe cooking and serving instructions:**

Cook beef, lamb steaks and roasts to 145 degrees. Cook ground beef, veal and cuts of lamb other than steaks to 160 degrees. Cook pork and poultry to a minimum internal temperature of 165 degrees.

Keep hot foods at 140 degrees or higher, and cold foods at 40 degrees or lower, when serving. Keep perishable food out for no longer than two hours in temperatures below 90 degrees and no longer than one hour in temperatures 90 degrees and above.

Throw away food left out more than two hours in temperatures below 90 degrees and one hour in temperatures 90 degrees and above. Refrigerate or freeze leftover food immediately after eating and use leftovers within four days to avoid spoiling.

## TRAINING

906 KAR 1:180. Operation and services; personal services agencies.

RELATES TO: KRS Chapter 138, 209.030(2), (3), 216.710-216.716, 216.8.015, 620.030(1)

STATUTORY AUTHORITY: KRS 216.712(4)

NECESSITY, FUNCTION, AND CONFORMITY: KRS 216.712(4) requires the cabinet Secretary to promulgate administrative regulations to implement KRS 216.712 through 216.716, which require that personal service agencies be certified by the Cabinet for Health and Family Services. This administrative regulation establishes standards for the certification of personal services agencies.

Section 1. Definitions. (1) "Adverse action" means action taken by the cabinet's Office of Inspector General (OIG) to deny or revoke the certification of a personal services agency.

(2) "Cabinet" is defined by KRS 216.710(1).

(3) "Certification" means that a person, business entity, corporation, or association, either for-profit or not-for-profit, has been issued a certificate by the Office of Inspector General to operate a personal services agency.

(4) "Client" is defined by KRS 216.710(2).

(5) "Designated representative" is defined by KRS 216.710(5).

(6) "Direct service" is defined by KRS 216.710(6).

(7) "Employee" means an individual who is:

(a) Directly employed by a personal services agency;

(b) An agent of a personal services agency;

(c) An independent contractor who has a contractual arrangement with a personal services agency to provide personal services; or

(d) Referred by another person or other agency that has an ownership or financial interest that is realized from the delivery of personal services rendered by the individual for whom the referral is made.

(8) "Facilitate the self-administration of medication" means the client or the client's guardian, healthcare surrogate as defined by KRS 311.621 (15), or attorney-in-fact as appointed by a

durable power of attorney authorizing the attorney-in-fact to make health care decisions for the client, has executed a written consent designating the persons or entities authorized to prepare or direct the client's medications and authorizing the personal services agency to facilitate the self-administration of medication which shall be limited as follows:

(a) A client's medication shall:

1. Be prepared or directed in accordance with KRS 216.710(7)(a)2 by:

- a. The client's designated representative; or
  - b. A licensed health-care professional who is not an owner, manager, or employee of the personal services agency;
2. Except for ointments, be preset in a medication organizer or be a single dose unit; and
3. Include the client's name on the medication organizer or container in which the single dose unit is stored;

(b) A personal services agency direct care staff person may:

1. Remind a client when to take medications and observe to ensure that the client takes the medication as directed;
2. Hand the client's medication to the client. If the client is unable to open the medication, the staff person may open the unit dose or medication organizer, remove the medication from a medication organizer, and close the medication organizer for the client;
3. Assist a client in consuming oral medication, including tablets, capsules, or liquid medication, by:
  - a. Placing the dose in a container and placing the container to the mouth of the client;
  - b. Placing the medication in the client's hand or mouth; or
  - c. Following the written instructions of the client's designated representative or licensed health care professional for how to enable the client to take his or her medication; or
4. Steady or guide a client's hand while applying ointments; and

(c) Facilitating the self-administration of medication shall not include:

1. Instilling eye, ear, or nasal drops;
2. Mixing, compounding, converting, or calculating medication doses;
3. The preparation of syringes for injection or the administration of medications by any injectable route;
4. Administration of medications through intermittent positive pressure breathing machines or a nebulizer;
5. Administration of medications by way of a tube inserted in a cavity of the body;
6. Administration of parenteral preparations;
7. Administration of irrigations or debriding agents used in the treatment of a skin condition; or
8. Administration of rectal, urethral, or vaginal preparations.

(9) "Parent personal services agency" is defined by KRS 216.710(9).

(10) "Personal services" is defined by KRS 216.710(7).

(11) "Personal services agency" is defined by KRS 216.710(8).

(12) "Provisional certification" means that the Office of Inspector General (OIG) has issued a ninety (90) day preliminary certificate to operate a personal services agency to a person, business entity, corporation, or association, either for-profit or not-for-profit, which:

- (a) Has three (3) or fewer employees when the initial application is filed; and
- (b) Indicated on the application that it intends to hire additional employees within ninety (90) calendar days of the date of the application.

(13) "Significant financial interest" means lawful, direct or indirect ownership of a personal services agency or health care facility licensed pursuant to KRS Chapter 2168 in an amount equal to or greater than twenty-five (25) percent total ownership of the personal services agency or health care facility.

Section 2. Certification of Personal Services Agencies. (1) To operate a personal services agency, a person or entity shall obtain certification from the Office of Inspector General.

(2) If an out-of-state personal services agency operates a branch office in Kentucky, the out-of-state agency shall be required to obtain separate certificates for each of its branch offices in Kentucky.

(3) A branch office of a parent personal services agency shall be owned and controlled by the parent personal services agency.

(4) A "health facility" or a "health service" as defined by KRS 2168.015 or a health-care practitioner licensed, certified, or regulated by local, state, or federal statutes or administrative regulations shall not be required to obtain certification to provide personal services pursuant to KRS 216.710(7)(b)9.

Section 3. Initial Application, Provisional Certification, and Approval. (1) No person, entity, corporation, or association shall provide personal services prior to obtaining certification.

(2) An applicant for initial certification, including provisional certification, shall submit to the OIG:

(a) An initial application fee of \$500 made payable to the Kentucky State Treasurer;

(b) A completed Application for Certification to Operate a Personal Services Agency, OIG-1180, November 2009; and

(c) Documentation required by Section 3.A if applicable, and Section 6 of the application.

(3) Approval of initial certification shall be contingent on:

(a) Submission of the initial application fee of \$500;

(b) The applicant's demonstration of compliance with the requirements of this administrative regulation and KRS 216.712, as documented on the Application for Certification to Operate a Personal Services Agency, OIG- 1180; and

(c) Submission of the documentation required by Section 3.A if applicable, and Section 6 of the application.

(4)(a) Approval of provisional certification shall be contingent on:

1. Submission of the initial application fee of \$500;

2. The applicant's demonstration of compliance with the requirements of this administrative regulation and KRS 216.712, as documented on the Application for Certification to Operate a Personal Services Agency, OIG - 1180; and

3. Submission of the documentation required by Section 3.A if applicable, and Section 6 of the application.

(b) A personal services agency operating under provisional certification shall, no later than fourteen (14) calendar days prior to expiration of the provisional certificate, submit employee information required by Section 6, paragraph 2 of the Application for Certification to Operate a Personal Services Agency, OIG- 1180 for each employee hired by the agency after submission of the application for initial certification.

(c) If a personal services agency operates under provisional certification prior to approval of initial certification, the initial certification period shall expire one (1) year from the date of the provisional certificate.

Section 4. Annual Recertification. (1) At least sixty (60) calendar days prior to expiration of certification, the personal services agency shall submit to the OIG:

- (a) An annual recertification fee of \$350 made payable to the Kentucky State Treasurer;
  - (b) A completed Application for Certification to Operate a Personal Services Agency, OIG-1180, November 2009; and
  - (c) Documentation required by Section 6 of the application.
- (2) Approval of recertification shall be contingent on:
- (a) Submission of the annual recertification fee of \$350;
  - (b) The applicant's demonstration of continued compliance with the requirements of this administrative regulation and KRS 216.712, as documented on the Application for Certification to Operate a Personal Services Agency, OIG- 1180; and
  - (c) Submission of documentation required by Section 6 of the application.

Section 5. Change of Status. (1) Within thirty (30) calendar days after a change in an ownership interest of more than twenty-five (25) percent of a personal services agency, the following shall be submitted to the OIG:

- (a) An Application for Certification to Operate a Personal Services Agency, OIG- 1180;
  - (b) Documentation required by Section 3.A if applicable, and Section 6 of the application;
  - (c) A fee of \$350 made payable to the Kentucky State Treasurer; and
  - (d) A bill of sale or comparable document which includes:
    - 1. The name and signature of the new owner or corporation;
    - 2. The name and signature of the buyer and the seller; and
    - 3. The effective date of the transaction.
- (2) Following a change of ownership reported in accordance with subsection (1) of this section, certification shall be effective for a period of one (1) year from the date the change of ownership is approved by the OIG.
- (3) A personal services agency shall notify the OIG in writing within thirty (30) calendar days after the effective date of:
- (a) A change of name;
  - (b) A change in the location of the parent personal services agency or a branch office;
  - (c) The opening of a new branch office in Kentucky; or
  - (d) The closing of the parent personal services agency or an existing branch office within the state.

Section 6. *Staff* Requirements.

- (1)(a) A personal services agency shall employ an individual to act as the personal services agency's manager.
  - (b) The manager shall be responsible for the organization and daily operation of the personal services agency.
  - (c) The manager shall designate in writing one (1) or more individuals to act on behalf of, or to perform any or all of the manager's responsibilities during the time in which the manager is unavailable to perform daily managerial duties for at least three (3) consecutive business days.
- (2) Prior to acting as a personal services agency's manager, or prior to providing direct services to a client, an applicant for employment in a personal services agency shall submit to, and have completed a:
- (a) Criminal record check conducted by the Justice and Public Safety Cabinet, Administrative Office of the Courts, or a company that conducts a search of criminal record information maintained by the Justice and Public Safety Cabinet or Administrative Office of the Courts;

- (b) Check of the nurse aide and home health aide abuse registry established pursuant to 906 KAR 1:1 00;
- (c) Substance abuse test; and
- (d) 1. A tuberculosis (TB) risk assessment performed and reported by a physician, advanced practice registered nurse, physician's assistant, or registered nurse.
- 2. If the TB risk assessment indicates that the applicant for employment is at increased risk for developing tuberculosis infection, or for progressing to active TB disease if infected, the individual shall submit to the following for purposes of employment:
  - a. Follow-up tuberculin skin test (TST); or
  - b. Blood assay for *M. tuberculosis* (BAMT).
- 3. An individual who has a positive TST result or a positive BAMT result:
  - a. Shall have a medical evaluation for possible active TB and receive a chest x-ray; and
  - b. Shall not provide direct services to a client until evidence is provided to the personal services agency documenting that the individual is free of active TB as verified through a health professional's statement, signed by a physician, advanced practice registered nurse, physician's assistant, or registered nurse.
- (3) A personal services agency may, at its discretion, request that its manager or an employee who provides direct services to a client submit to any of the following background checks after the date of initial hire:
  - (a) Criminal record check conducted by the Justice and Public Safety Cabinet, Administrative Office of the Courts, or a company that conducts a search of criminal record information maintained by the Justice and Public Safety individual:
    - (a) Has been convicted of a crime defined by KRS 216.710(3) as verified through a criminal record check conducted pursuant to subsection (2)(a) or (3)(a) of this section;
    - (b) Appears on the nurse aide and home health aide abuse registry as verified through a check of the nurse aide and home health aide abuse registry conducted pursuant to subsection (2)(b) or (3)(b) of this section;
    - (c) Tests positive for the presence of an illegal drug as verified through a substance abuse test conducted pursuant to subsection (2)(c) or subsection (3)(c) of this section; or
    - (d) Fails to provide upon initial employment pursuant to subsection (2)(d) or annually pursuant to subsection (5) of this section:
      - 1. A copy of the results of a health professional's statement documenting that the individual is free of active tuberculosis;
      - 2. Documentation of a negative TST; or
      - 3. Documentation of a negative BAMT.
  - (5)(a) A personal services agency shall require its manager and each employee who provides direct services to a client to submit annually to a Tuberculosis risk assessment performed and reported by a physician, advanced practice registered nurse, physician's assistant, or registered nurse.
  - (b) If a determination is made from the annual tuberculosis risk assessment that the employee is at increased risk for developing tuberculosis infection, or for progressing to active TB disease if infected, the employee shall submit to a follow-up TST or BAMT.
  - (c) An employee who has a positive TST result or a newly positive BAMT shall have a medical evaluation for possible active TB and receive a chest x-ray.

(d) If the annual tuberculosis screening reveals that the employee is recently infected, the employee shall not provide direct services to a client until evidence is provided documenting that the employee is free of active tuberculosis as verified through a health professional's statement signed by a physician, advanced practice registered nurse, physician's assistant, or a registered nurse.

(6) A personal services agency shall maintain documentation of the following in employee records:

(a) The results of each criminal record check conducted pursuant to subsection (2)(a) of this section;

(b) The results of each check of the nurse aide and home health aide abuse registry conducted pursuant to subsection (2)(b) of this section;

(c) The results of the substance abuse test conducted pursuant to subsection (2)(c) of this section; and

(d) Documentation from a health professional that the employee is free of active TB and, if applicable, documentation of a follow-up TST or BAMT, chest x-ray, or medical evaluation.

(7) A personal services agency shall:

(a) Maintain employee records for a period of at least five (5) years; and

(b) Ensure that the records of current employees are:

1. Maintained on the premises of the agency; or

2. Accessible via a central computer file.

(8) A personal services agency or agency employee shall not be, or shall not apply to be a client's:

(a) Guardian;

(b) Power of attorney;

(c) Conservator;

(d) Limited conservator;

(e) Limited guardian;

(f) Standby guardian; or

(g) Testamentary guardian.

Section 7. Staff training and Competency. (1) Prior to providing direct services to a client, each employee shall receive training from the personal services agency regarding the following:

(a) Procedures for reporting abuse, neglect, or exploitation of an adult pursuant to KRS 209.030(2) and (3), or child abuse or neglect pursuant to KRS 620.030(1);

(b) Procedures for facilitating the self-administration of medications if personal services agency staff facilitate the self-administration of medication; and

(c) Effective communication techniques tailored to individual client needs.

(2)(a) A personal services agency shall evaluate the competency of each employee who will provide direct services to a client.

(b) The agency's evaluation to determine competency shall pertain to each personal services task the agency chooses to have the employee perform.

(3)(a) An employee's evaluation and a determination by the personal services agency that the employee is competent to perform a personal services task shall occur before the employee performs the task for a client without direct agency supervision.

(b) The content of the employee's training and evaluation shall:

1. Be documented and maintained in the employee's record, which shall be retained for a period of at least five (5) years; and

2. Include the date and the signature of the:

a. Person who conducted the training and evaluation; and

b. Employee who received the training and evaluation.

Section 8. Service Agreement. (1) Each personal services agency shall provide a written service agreement to the client or the client's designated representative that includes the following:

(a) The charge for each service provided by the personal services agency;

(b) The personal services agency's policy for notifying the client or client's designated representative of any change in the charge for services. Notice of an increase in the charge for services shall be given to a participating client or client's designated representative at least thirty (30) calendar days in advance of the effective date of the increase;

(c) The hours the personal services agency's office is open for business;

(d) The procedure for contacting the personal services agency's manager or the manager's designee;

(e) The procedure and telephone number to call for the purpose of filing a grievance with the personal services agency as described in

Section 10 of this administrative regulation;

(f) An explanation of whether the personal services agency:

1. Directly employs the individual who will be providing personal services to the client;

2. Provides bonded protection for the client; and

3. Pays workers compensation or other benefits for the individual who will be providing personal services to the client;

(g) Name of the personal services agency's owner, including anyone with a significant financial interest in the agency;

(h) The procedure for changing or terminating a client's service plan; and

(i) A statement of client rights, which shall include the following:

1. The client has the right to have the client's property treated with respect;

2. The client has the right to request a change in his or her service plan, including the temporary suspension, permanent termination, temporary addition, or permanent addition of a service;

3. The client has the right to file a grievance as described in Section 10 of this administrative regulation regarding services, employee conduct, or the lack of respect for property and not be subject to discrimination or reprisal for filing the grievance; and

4. The client has the right to be free from verbal, physical, and psychological abuse and to be treated with dignity.

(2) A personal services agency shall report to the cabinet an incident of suspected:

(a) Abuse, neglect, or exploitation of an adult pursuant to KRS 209.030(2) and (3); or

(b) Child abuse or neglect pursuant to KRS 620.030(1).

Section 9. Service Plan. (1) A personal services agency's manager or the manager's designee shall prepare a service plan. The initial service plan shall:

(a) Be in writing, dated, and signed by the:

1. Individual who prepared it; and

2. Client or client's designated representative;

(b) List the types and schedule of services to be provided to the client; and

(c) Identify the charge per service or charge per hour, whichever method the agency uses to bill clients.

(2) If a client or the client's designated representative requests a change in the type of service, duration of the service, or an increase or decrease in the number of visits, the personal services agency manager or manager's designee shall document on the client's service plan the:

- (a) Requested change;
- (b) Name of the person who requested the change; and
- (c) Date the request was made.

(3) A personal services agency shall provide a copy of the service plan to the client within ten (10) calendar days of the date that the agency begins providing initial services.

Section 10. Client Grievances. (1) A personal services agency shall investigate a grievance made by a client or the client's designated representative alleging:

- (a) An issue with a service that is furnished;
- (b) Failure to furnish a service listed in the service plan;
- (c) Failure to provide thirty (30) day advance notice of an increase in the amount the agency charges for its services;
- (d) Inappropriate conduct of an employee while the individual is providing services to the client; or
- (e) A violation of the client's rights.

(2)(a) A personal services agency shall:

- 1. Document how the agency investigated each grievance; and
- 2. Maintain on file for a period of at least five (5) years a written record documenting the outcome of the agency's investigation, including any action taken by the agency.

(b) Upon completing an investigation of a grievance, the personal services agency shall document that it notified the individual who reported the grievance of the outcome of the investigation and any action the agency plans to take as a result.

Section 11. Complaint Investigations. (1) The OIG shall investigate a:

- (a) Report of any business that provides personal services without receiving certification;
- (b) Report of any business that markets its services as a personal services agency without receiving certification;
- (c) Complaint against a certified personal services agency in which the agency is alleged to be in noncompliance with the requirements of this administrative regulation or KRS 216.712;
- (d) Complaint against a certified personal services agency in which an agency employee is alleged to have abused or neglected a client, or misappropriated a client's property; or
- (e) Complaint against a certified personal services agency in which an agency employee is alleged to have provided services to a client that exceed the scope of personal services.

(2)(a) A certified personal services agency or a business that is the subject of a complaint investigation shall not deny access to a representative of the OIG, after proper identification, to inspect for determining compliance with the requirements of this administrative regulation or KRS 216.712.

(b) Denial of access, including any effort to delay, interfere with, or obstruct an effort by a representative of the OIG to enter the agency or deny access to records related to an inspection or investigation shall result in revocation of a personal services agency's certification.

Section 12. Request for Additional Information and Plans of Correction. (1) (a) The OIG shall notify an applicant or certified personal services agency in writing after:

- 1. Receipt of an incomplete or illegible application for initial certification or recertification;

2. Receipt of an application for initial certification or recertification in which additional information is needed by the OIG to verify that the applicant or personal services agency is in compliance with the requirements of this administrative regulation and KRS 216.712; or

3. Completion of a complaint investigation pursuant to Section 11 of this administrative regulation.

(b) The OIG's written notification specified in paragraph (a) of this subsection shall request that the applicant or certified personal services agency submit the following within ten (10) calendar days of the date of the notice:

1. Additional information needed by the OIG to deem an initial or recertification application as complete or legible;

2. Additional information needed by the OIG to make a determination of compliance with the requirements of this administrative regulation and KRS 216.712; or

3. A written plan of correction if the OIG has found upon completion of a complaint investigation that the certified personal services agency is in violation of this administrative regulation or KRS 216.712. A plan of correction shall:

a. Be signed by the personal services agency's owner or manager;

b. Specify the date by which the agency intends to have corrected the violation;

c. Identify the specific measures the agency intends to use to correct the violation; and

d. Identify the specific measures the agency plans to use to ensure the violation will not recur.

(c) The OIG shall review additional information or a written plan of correction submitted pursuant to paragraph (b) of this subsection and notify the applicant or certified personal services agency in writing of the decision to:

1. Approve or not approve an application;

2. Accept or not accept a plan of correction; or

3. Deny or revoke certification for a violation of this administrative regulation or KRS 216.712.

(d) If the OIG determines that a plan of correction is not acceptable and makes a written request for an amended plan of correction, the certified personal services agency shall submit the amended plan of correction within ten (10) calendar days of the date of the OIG's written request. The OIG shall review an amended plan of correction and notify the personal services agency in writing of the decision to:

1. Accept the amended plan of correction;

2. Deny or revoke certification for a violation of this administrative regulation or KRS 216.712; or

3. Require the agency to submit an acceptable plan of correction.

(e) A certified personal services agency that fails to submit an acceptable plan of correction or acceptable amended plan of correction shall have its certification revoked.

(2) The OIG may impose fines in accordance with KRS 216.714(1) or (2).

Section 13. Denial and Revocation. (1) Initial certification shall be denied if an applicant:

(a) Has a significant financial interest in the entity applying for certification and held a significant financial interest in a personal services agency or health facility licensed pursuant to KRS Chapter 2168 in which the agency's certification or facility's licensure was revoked during the three (3) years immediately preceding the filing of the application;

(b) Knowingly misrepresents or submits false information on the application; or

(c) Submits an application which fails to validate the entity's compliance with the requirements of this administrative regulation and KRS 216.712.

(2) Certification shall be revoked if a personal services agency:

- (a) Fails to apply for annual recertification pursuant to Section 4(1) of this administrative regulation;
  - (b) Knowingly misrepresents or submits false information on the application at the time of annual recertification;
  - (c) Submits an application for annual recertification which fails to validate the agency's compliance with the requirements of this administrative regulation and KRS 216.712;
  - (d) Fails to comply with the background check and employment requirements of Section 6(2), (4), and (5) of this administrative regulation;
  - (e) Knowingly retains an employee who is:
    - 1. Found by the cabinet to have abused or misappropriated a client's property; or
    - 2. Convicted of, or pleads guilty, to a crime as defined by KRS 216.710(3);
  - (f) Fails to submit an acceptable plan of correction or acceptable amended plan of correction pursuant to Section 12(1)(b)3 or (d) of this administrative regulation;
  - (g) Interferes with a cabinet representative's ability to perform an official duty; or
  - (h) Provides services that are beyond the scope of personal services as defined by KRS 216.710(7).
- (3) Written notice of adverse action shall be provided at least thirty (30) calendar days prior to the effective date of the denial or revocation.
- (4) The adverse action notice shall:
- (a) Explain the reason for the denial or revocation of certification;
  - (b) Specify that the personal services agency shall cease operation prior to the effective date of the adverse action;
  - (c) Advise the personal services agency of the right to request an appeal prior to the effective date of the adverse action;
  - (d) Specify that denial or revocation shall be stayed if an appeal is requested; and
  - (e) Require the agency to surrender the certificate of operation to OIG when the denial or revocation becomes effective.

Section 14. Closure of a Personal Services Agency. If a personal services agency closes voluntarily or as the result of adverse action, the agency shall relinquish to the OIG its certificate to operate as a personal services agency immediately after the effective date of the closure.

Section 15. Appeals. (1) A personal services agency that submits a written request for appeal within thirty (30) calendar days of the date the agency receives a notice of adverse action shall be afforded a hearing in accordance with KRS Chapter 138.

(2) If a hearing officer's final order does not uphold revocation of certification, the personal services agency may resume providing personal services.

Section 16. Incorporation by Reference. (1) "OIG- 1180, Application for Certification to Operate a Personal Services Agency", edition November 2009 is incorporated by reference.

(2) This material may be inspected, copied, or obtained, subject to applicable copyright law, at the Office of Inspector General, 275 East Main Street, Frankfort, Kentucky 40621, Monday through Friday, 8 a.m. to 4:30p.m. (36 Ky.R. 1403; 2103-M; 2197; eff. 6-4-2010; TAm eff. 3-11-2011.)

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**INDEPENDENCE ASSISTANCE EMPLOYEE POLICY MANUAL  
RECEIPT AND ACKNOWLEDGEMENT**

INDEPENDENCE ASSISTANCE SERVICES OF THE BLUEGRASS, LLC (INDEPENDENCE ASSISTANCE) reserves the right to change the contents of this Manual at any time.

By signing in the space below, I am indicating that I have received a copy of this Independence Assistance Employee Manual and agree to abide by the policies and procedures outlined. Additionally, I specifically acknowledge the following:

I acknowledge that it is my responsibility to read the manual and comply with the terms given. If I do not understand the manual, I understand it is my responsibility to ask for clarification. Independence Assistance has the right to assume that if I fail to ask for clarification of any policy or expectation in the manual, I understand the entire manual. I also acknowledge it is my responsibility to be familiar with these policies and any changes or modifications thereto.

I acknowledge that my employment may be terminated “at will”, either by myself or Independence Assistance regardless of the length of employment. Accordingly, either Independence Assistance and I can terminate the at-will relationship at any time, with or without cause or prior notice. I acknowledge that no contract of employment, other than “at will” has been expressed or implied and that no circumstances arising out of my employment will alter my “at will” employment relationship unless expressed in writing. Employees who fail to fulfill the minimum requested notice will receive a reduced wage rate to meet the current Kentucky minimum wage requirement and will be ineligible for payment of bonuses, reimbursement of travel time and errand miles.

I acknowledge that during my course of employment with Independence Assistance confidential information may be made available to me and this information will not be disclosed or used outside of the scope of my position at Independence Assistance. I will be subject to disciplinary action, up to and including termination of employment and legal action, even if I do not actually benefit from the disclosed information.

I agree to comply with Independence Assistance policy for forbidding abuse, neglect and/or exploitation of a resident, including misrepresentation of client property and I understand my obligation to immediately report such behavior including injuries of an unknown source or alleged behavior, as set forth in Independence Assistance’s policies.

I agree to comply with all company policies and procedures; set forth by Independence Assistance

I agree to keep any and all client’s information confidential and only release such information as set forth in Independence Assistance’s policy and in accordance with the state and federal laws.

I agree to be subject to Independence Assistance’s policy regarding screening for drugs, criminal background, and licensure checks which may be conducted any time during employment randomly and with or without cause.

Independence Assistance reserves the right to make changes to the contents of this manual, at which time, you will be notified. No changes in any benefit, policy or rule will be made without due consideration to the effect such changes will have on you as an employee and on Independence Assistance.

I acknowledge the policies, procedures; rules and benefits set forth in this manual revoke all previous policies and procedures for Independence Assistance as of the effective date of this manual. I understand that it is my responsibility to read and comply with the policies contained in this manual and any revisions made to it by officials of Independence Assistance. I further acknowledge that this manual is for informational purposed only and does not constitute a contract of employment for any specific duration. If I have any questions about the information contained in this Employee Manual, I will discuss them with my supervisor and/or Human Resources.

_____	_____	Dated: _____
(Employee Printed Name)	(Employee Signature)	
_____	_____	Dated: _____
(Supervisor Printed Name)	(Supervisor Signature)	