



Care that comes from the Heart®

POLICIES AND PROCEDURES

CARE PROVIDERS



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Introduction

Welcome to Tender Hearts Senior Care.

Founded in 2006 on the philosophy that “the cookie cutter” approach, so many in-home care providers use, can be dramatically improved.

This philosophy was nurtured over 5 years while working part time as a CNA in a skilled care facility and as part of the management team for an in-home care provider. Fueled by compassion and a desire to provide dignity and respect while offering care options that promote wellness to achieve the highest quality of life at home Tender Hearts was born.

Tender Hearts is as unique as the client’s we serve. No two people are alike, just as no two situations are alike. Care must be tailored to meet each unique situation, and the resources and personnel selected to provide that care must be a suitable match for the client.

The strength of our organization depends on our ability to care for our clients within the framework of our Mission Statement, Motto and Values.

The policies and procedures in this handbook are our teams outline for exceeding our client’s expectations as care professionals. Look over the contents, know it and apply it in the cares you provide as a member of our care team.

Remember - we are a merit based organization, this means we are all judged on our performance.

Merit is the consistent demonstrated performance or achievement of quality, worth or excellence deserving praise.

Our Care Management Team has over 60 years of combined experience serving in assisted living facilities, nursing homes, and in home care. This has been done at every level from working with clients to administration in management and operations.

Once again welcome to The Tender Hearts Care Team.

Dawn Wittig
Founder



Smoking, Tobacco and Atomizers

Tender Hearts is committed to providing our clients care options that promote health and wellbeing. Smoking and the use of other tobacco products including atomizers, while providing cares for our clients, is **prohibited**. This includes a client's residence and when transporting. Whenever you are with a client or at a client's residence smoking and the use of other tobacco products including atomizers is not allowed.

Our Mission Statement

Our mission is to provide our clients dignity, respect and care solutions to achieve the highest quality of life at home.

Our Motto

"Care that comes from the Heart"

Our Values

Making a difference is what it is all about providing care solutions to enrich the lives of our clients and their families.

Incorporating:

Flexibility
Compassion

Trust
Dependability

Training
Innovation

Financial Stability creating long term security, quiet confidence, and the ability to evaluate and create opportunities to strengthen our organization to adapt to our client needs.

Employment

Your employment with Tender Hearts Senior Care is at-will. This means that neither you nor Tender Hearts Senior Care has entered into a contract regarding the duration of your employment. You are free to terminate your employment with Tender Hearts Senior Care at any time, with or without reason. Likewise, Tender Hearts Senior Care has the right to terminate your employment, or otherwise discipline, transfer, or demote you at any time, with or without reason, at the discretion of Tender Hearts Senior Care.

No employee of Tender Hearts Senior Care can enter into an employment contract for a specified period of time, or make any agreement contrary to At Will Employment without written approval from the owner.

Termination of Employment

Tender Hearts Senior Care will consider you to have **voluntarily** terminated your employment if you do any of the following:

- Resign from Tender Hearts Senior Care.

- Fail to abide by the Caregiver Confidentiality Policy, H.I.P.A.A., Client Relations Procedures, Confidential Information Agreement or Employee Non-Compete Agreement.

- Fail to return from an approved leave of absence on the date specified by Tender Hearts Senior Care.

- Fail to report to work or call in for two (2) or more consecutive scheduled work days.

- Commit any act that would disqualify you from performing any job duties.

Your employment with Tender Hearts Senior Care may be terminated for poor performance, misconduct, excessive absences, tardiness, discrimination, harassment, or other violations of Tender Hearts Senior Care policies and procedures. However, your employment is at-will, and you and Tender Hearts Senior Care have the right to terminate your employment for any or no reason.

Arbitration Policy

If an employment dispute arises while you are employed at Tender Hearts Senior Care LLC, Tender Hearts Senior Care LLC requests that you agree to submit any such dispute arising out of your employment or the termination of your employment (including, but not limited to, claims of unlawful termination based on race, sex, age national origin, disability, breach of contract or any other bias prohibited by law) exclusively to binding arbitration under the federal Arbitration Act, 9 U.S.C., Section 1. Similarly, any disputes arising during your employment involving claims of unlawful discrimination or harassment under federal or state statutes shall be submitted exclusively to binding arbitration under the above provisions. This arbitration shall be the exclusive means of resolving any dispute arising out of your employment or termination from employment by Tender Hearts Senior Care or you, and no other action can be brought by employees in any court or any forum.

By simply accepting or continuing employment with Tender Hearts Senior Care LLC, you automatically agree that arbitration is the exclusive remedy for all disputes arising out of or related to your employment with Tender Hearts Senior Care LLC and you agree to waive all rights to a civil court action regarding your employment and the termination of your employment with Tender Hearts Senior Care LLC; only the arbitrator, and not a judge nor a jury, will decide the dispute.

If you decide to dispute your termination or any other alleged incident during your employment, including but not limited to unlawful discrimination or harassment, you must deliver a written request for arbitration to Tender Hearts Senior Care LLC within six (6) months from the date of termination, or six (6) months from the date on which the alleged incident(s) or conduct occurred, and respond within fourteen (14) calendar days to each communication regarding the selection of an arbitrator and the scheduling of a hearing. If Tender Hearts Senior Care LLC does not receive a written request for arbitration from you within six (6) months, or if you do not respond to any communication from Tender Hearts Senior Care LLC about the arbitration proceedings within fourteen (14) calendar days, you will have waived any right to raise any claims arising out of the termination of your employment with Tender Hearts Senior Care LLC, or involving claims of unlawful discrimination or harassment, in arbitration and in any court or other forum.

You and Tender Hearts Senior Care LLC shall each bear respective costs for legal representation at any such arbitration. The cost of the arbitrator and court reporter, if any, shall be shared equally by the employer and employee.

Employee Relations

Tender Hearts Senior Care was started on the philosophy of building a strong, dedicated and compassionate team. That same philosophy holds true today. Our success is a direct result of our team working together; growing, learning and changing in order to provide trusted professional, high quality services for our clients at a competitive price.

Our goal is to continue to offer a competitive compensation program while providing a quality “team orientated” work environment.

The leaders of our team are always willing and available to listen to questions or concerns.

Confidential Information

Upon accepting employment with Tender Hearts Senior Care LLC, you are required to sign a Confidentiality Agreement, which provides that you will not disclose or use any Tender Hearts Senior Care LLC or client confidential information, either during or after your employment. We sincerely hope that our relationship will be long-term and mutually rewarding. However, your employment with Tender Hearts Senior Care LLC assumes an obligation to maintain confidentiality, even after you leave our employment.

Please refer to the Confidential Information Agreement for specific details.

The relationship of trust between Tender Hearts Senior Care LLC and its clients is not to be taken lightly. As defined in the policies and procedures of Client Relations, H.I.P.A.A. and Confidential Information.

Refer any questions in regard confidential Information to the care management staff.

H.I.P.A.A.

Tender Hearts Senior Care LLC maintains a policy of confidentiality and protection of personal and medical information of clients on service. In 2003 the Health Insurance Portability and Accountability Act of 1996 (HIPAA) created national standards to address the security and privacy of a patient's health information. The many agencies and organizations that provide health care services are defined as "covered entities" under H.I.P.A.A. are required to follow these standards by law.

Tender Hearts Senior Care LLC, which is not defined as a "covered entity" under H.I.P.A.A. has been asked to sign a standardized "Business Associate Contracts" due to working regularly with "covered entities". The "Business Associate Contracts" provides assurance that Tender Hearts Senior Care and its employees will protect the health information of clients acquired through referrals from "covered entities". **Tender Hearts Senior Care LLC and its employees must protect the personal and medical information of clients at all times.**

As an employee of Tender Hearts Senior Care LLC you are required to sign a Caregiver Confidentiality Policy. Failure to follow the guidelines set for in the policy will result in voluntary termination of employment including other possible legal action.

Non-Compete

Upon accepting employment with Tender Hearts Senior Care LLC, you are required to sign a Non-Compete Agreement, which for good consideration and as an inducement for Tender Hearts Senior Care LLC to employ an employee the employee hereby agrees not to directly or indirectly compete with the business of the Tender Hearts Senior Care LLC and its successors and assigns.

Refer to the Signed Non-Compete Agreement for specific details.

Refer any questions regarding the Non-Compete Agreement to the General Manager or Owner.

Health Examinations

Tender Hearts Senior Care reserves the right to require an employee's participation in essential functions testing, health examination, and TB screen to ensure employees maintain an adequate health status and do not pose a significant risk to the health or safety of clients and other staff or volunteers.

Upon acceptance of hire, a pre-employment physical examination and TB screen may be required.

Employees, who miss work for three days due to illness, will be required to submit a return to work statement from a qualified health care professional.

Personal Data

It is important that all employee records are up to date at all times. Please notify the office if there is a change in any of the following items:

- Name
- Address
- Phone Number
- E-mail
- Social Security Number
- Emergency Contact Information
- Availability regarding scheduling
- Auto insurance
- Driver's License
- Certificates of completion

Any and all information of this type is considered confidential and will in no way be released or shared without your permission except as needed to administer employee benefits and/or to comply with state and federal laws.

Tender Hearts Senior Care maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance merit appraisals and salary increases, and other employment records.

Personnel files are the property of Tender Hearts Senior Care, and access to the information they contain is restricted. Generally, only supervisors and management personnel of Tender Hearts Senior Care who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the General Manager with reasonable advance notice employees may review their own personnel files in Tender Hearts Senior Care offices and in the presence of an individual appointed by Tender Hearts Senior Care.

Employment Status

Probationary

The probation period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. Tender Hearts Senior Care uses this period to evaluate employee capabilities, work habits, and overall performance.

Up to the first ninety (90) calendar days following your hire date are considered a probationary period. Any significant absence will automatically extend the probation period by the length of the absence. If Tender Hearts Senior Care determines that the designated probation period does not allow sufficient time to thoroughly evaluate the employee's performance, the probation period may be extended for a specified period. Employees can be returned to probationary status pending disciplinary procedures.

Upon satisfactory completion of the probation period, employees enter one of the "regular" employment classifications as defined below.

Part time

Employees who complete the probationary period and are scheduled to work less than 30 hours per week on average are classified as part-time employees.

Caregivers who work a flexible schedule with varying availability are under this classification.

Full time

Employees who complete the probationary period and work at least 40 hours a week are classified as full-time employees. Fulltime employees are defined as "exempt" or "non-exempt". Management staff assistants who also provide caregiver services are under this classification.

"Non-exempt" employees are paid for the exact number of hours they work in a week and are eligible for overtime after working 40 hours in a single week.

"Exempt" employees are paid a salary and not eligible for overtime.

Position Descriptions

Position description statements are intended to describe the general nature and level of work being performed and are not to be construed as an exhaustive list of all responsibilities, duties, and skills required. Management reserves the right to reassign duties as needed.

Application and Selection Process

Tender Hearts Senior Care is committed to building a quality team of dependable, trustworthy and compassionate in-home care professionals. The strength of our organization depends on our ability to care for our clients providing dignity and respect to achieve the highest quality of life at home. Caregivers are an important part of this relationship. As a team we are only as strong as our least experienced and those who do not exceed our client's expectations.

The goal is to provide a qualification and assessment process that identifies great caregivers to complement our exceptional team. Great caregivers are dependable, reliable, honest, and trustworthy. Great caregivers have a genuine like for people and personal styles that fit the position.

Pre-screen for minimum job requirements

Once an application has been received from a candidate and entered into Generations a pre-screening telephone interview will be conducted. The purpose of is to make sure the candidate possesses the basic qualifications for the position and understands what the specific opening requirements are.

Application Review

The application is reviewed to see if there are any clues which will help determine if this is a person to consider further. Are there any examples of job experience that makes this a likely candidate? Or are there holes or other indicators that raise red flags.

Assessments

These tools will measure job fit and attitudes and whether a candidate's core traits and behaviors will fit the position.

Formal Interview

Using the core criteria for the position the application and results of the assessment an interview will be prepared that examines the candidate's background, work history and job knowledge.

Reference Checks

Once the candidate has completed the interview validation will be made through reference checks. Using the results of the assessment and interview, specific questions to references will clarify any concerns about a candidate.

Background Checks

Before actually hiring the candidate background checks in compliance with the Wisconsin Caregiver Law will be completed. Driver Records will be evaluated as part of the background check to comply with safety requirements in transportation. This may include drug screening and health examination including TB screening.

Audit of Selection Process and Conditional Job Offer

Before the candidate will receive a conditional job offer with the team a review of the selection process information and verbal assessment (indicating positives and concerns) by the Caregiver Resources leader will be presented to the management team for approval. The General Manager may audit any part of the pre-screening process.

Position Description Caregiver: Supportive Care/Personal Care

Caregivers who provide direct service to our clients in the client's home and provide assistance with the tasks of daily living as outlined in the care plan for that individual. Tender Hearts Senior Care is committed to building a quality team of dependable, trustworthy and compassionate in-home care professionals. Advocates committed to protecting the safety and well-being of our client's.

Position Qualifications

Have a high school degree or equivalent reading and writing skills.

Be at least 18 years of age.

Be physically able to perform the duties of the position determined by Essential Functions Testing.

Must exhibit mature responsible behavior, and understand the need for client confidentiality.

Must be able to follow direction and accurately report any changes in the client's condition based on care plan to the care manager.

At least six months of paid work experience in a similar position or verifiable care giving experience is preferred. Certified Nursing Assistant (for CNA Certified Caregivers)

Have the ability to effectively communicate in English with all levels of the care team.

Have a current valid driver's license and proof of current vehicle insurance coverage.

Complete a candidate assessment.

Pass background checks in the guidelines set forth in the Wisconsin Caregiver Law and Drivers records.

Participate in random drug screening.

Position Competencies

Demonstrate problem-solving ability.

Have a passion for meeting the needs of seniors the developmentally disabled and their families.

Good communication and listening skills, verbally and written.

Have the ability to manage a variety of tasks.

Have a high degree of honesty and integrity.

Have the ability to maintain confidentiality.



Position Description Caregiver: Supportive Care/Personal Care continued

Supportive Care Position Description

Provide recreational and leisure time activities to client's, including accompanying clients on trips out of the home for shopping, meals, appointments, and recreational activities.

Establish and maintain a professional relationship with client and family, understanding professional boundaries and that crossing them will affect the client and family's ability to view you as a care professional who is part of a team working together to provide cares.

Provide transportation driving clients to appointments and other events.

Perform tasks associated with household maintenance including light cleaning, laundry, bed making, food shopping and meal preparation, dusting, vacuuming, washing floors, and other tasks associated with keeping a home clean, neat and running properly.

May remind and/or perform supervision of a client's self-care completion.

Perform supervision to maintain client's safety and wellbeing.

Document as required in the care plan. Identify tasks completed and provide accurate information relating to care plan.

Participate in in-service training and education programs.

Personal Care Position Description

Provide Supportive Care.

Provide assistance in all activities of daily living, including bathing, oral hygiene, eating, ambulating, dressing, toileting, some transferring, and medication reminders.

Establish and maintain a professional relationship with client and family, understanding professional boundaries and that crossing them will affect the client and family's ability to view you as a care professional who is part of a team working together to provide cares.

Provide supervision to maintain client's safety and wellbeing.

Document as required in the care plan. Identify tasks completed and provide accurate information relating to care plan.

Participate in in-service training and education programs.

Position Description Care Management: Care Manager

Care managers work with seniors and the developmentally disabled, assuming responsibility for assessments, care coordination, advocacy, and related care management activities for an assigned group of clients.

Inherent in the position is the assessment of client needs in conjunction with the client and/or family, physician, and ancillary health care providers. The goal is to ensure quality, appropriateness in attaining their maximum functional potential using cost effective services for assigned clients.

Care managers are responsible for commitment to and understanding of the mission, motto and values of Tender Hearts Senior Care.

Tender Hearts Senior Care is committed to building a quality team of dependable, trustworthy and compassionate in-home care professionals. Advocates committed to protecting the safety and well-being of our client's.

Position Qualifications (in addition to Caregiver Position Qualifications)

Care Management Certification / License preferred.

Minimum Education / Certification: Bachelor's degree in nursing or social work, LCSW or MSW, preferred over BSW.

At least 2 years of care management / case management experience or equivalent, preferably with the senior and developmentally disabled population.

Possess a working knowledge of the provision of health care in a variety of settings.

Possess a broad knowledge of community resources including insurance and care delivery systems.

Position Competencies (in addition to Caregiver Position Competencies)

Promote wellness, improved outcomes and self-care within a defined population of members with a long term condition(s) and complex care needs and support their appropriate utilization of care services.

Work with the individual clients and providers of care to develop and implement individual care plans and provide support to the clients in self-management.

Care management will take place within the philosophy of enabling and promoting self-care, self-management and independence.

Position Description Care Management: Care Manager continued

Position Competencies continued

Ability to proactively manage long term conditions

Ability to manage information, including data collection and use of applicable software to assess and monitor with approved tools and procedures.

Provide education and coaching to clients and caregivers on disease processes, disease management and health promotion to enable them to make informed decisions regarding self-care and maintain wellness.

Ability to engage and coach the care team and client as needed relating to the care plan, to motivate and empower to achieve agreed goals.

Use advanced communication and interpersonal skills to act as liaison with providers, clients, family members, health services, community sources and care plan. Maintain an appropriate level of contact with other service providers and share information in an appropriate and timely manner.

Work in collaboration with other health practitioners to ensure optimal results and strengthen their relationship with Tender Hearts senior Care and our clients.

Support and mentor the team providing guidance and support while displaying professionalism.

Undertake audit and supervision as stipulated, participate in performance management, self-assessment and maintain a personal development plan / CPD portfolio.

Care Manager Position Description

Assessment

1. Interview clients and their families in the appropriate care setting, such as hospital, home or other facility. Obtains and documents assessment information utilizing approved procedures and forms.
2. Gather appropriate information related to the client from a variety of sources, which include but are not limited to insurance companies, financial planners, attorneys, or sources significant to the client.
3. Identify high risk factors, barriers to goals, and strengths that will assist the client in achieving goals.
4. Reports and / or assessments are clear, accurate, and based on comprehensive data collection.

Position Description Care Management: Care Manager continued

Care Manager Position Description continued

Planning

1. Develop a comprehensive care management plan that addresses all pertinent areas of the assessment. Goals are measurable, time specific, and attainable. Goals are set by client in conjunction with identified decision makers for the client.
2. As appropriate, develops an accurate, written, cost/benefit analysis, which identifies a variety of ways to meet the client's needs.
3. Identifies both private and community resources and incorporates them into the plan. Providing the client with appropriate supplementary information.

Implementation

1. Arranges, directs, and monitors resources as they provide service to the client.
2. Obtains necessary authorizations and approvals to assure appropriate services and reimbursement.
3. Act as a client advocate when disagreements arise with caregivers, family or agencies providing care.

Monitoring

1. Provides frequent, timely reviews of the care plan with the client and re-evaluate and modify the plan based on client outcome.
2. Assure quality of services by gathering information from direct observation, telephone or in writing all resources involved in the client plan of care.
3. Is available or makes arrangements for coverage of clients at all times.

Evaluation

1. Participate in quality management studies as appropriate.
2. Document progress and pertinent information in the client record with each billable service and as necessary to provide complete information to other case managers who may be involved in the clients care.

Communication / Interface

1. Attend case management meetings as scheduled.
2. Act as a positive role model for the company when dealing with clients and the public.
3. Accept clients as assigned. Communicate to supervisor any conflicts or difficulties with client assignment.
4. Act as a covering case manager as assigned.
5. Answer all pages, telephone calls or communications promptly and courteously.
6. Any changes in the plan of care are appropriately communicated.

Position Description Care Management: Scheduling Supervisor

Responsible for coordinating client schedules in which a wide range of support services are delivered to service clients in their own homes. Responsible for determining staffing levels and scheduling needs. Activities may include planning client needs, scheduling staff to meet client needs, and supervising, hiring, orientation, and training staff to provide services.

Position Qualifications (in addition to Caregiver Position Qualifications)

At least 2 years of care management / scheduling experience or equivalent, preferably with the senior and developmentally disabled population.

Show familiarity with windows operating system navigation.

Show ability to navigate computer software as required.

Show experience with word processing data entry creating and modifying documents.

Must be able to answer phone calls and transfer them appropriately.

Be able to properly greet visitors, clients and care team members.

Filing which includes electronic and physical files and maintaining databases.

Plan and coordinate orientations, meetings and group events.

Position Competencies (in addition to Caregiver Position Competencies)

Demonstrate problem-solving ability and accuracy of information.

Have a passion and empathy for meeting the needs of seniors the developmentally disabled and their families.

Good communication and listening skills, verbally and written.

Have the ability to communicate in a way the client and care team understand.

Have the ability to handle complaints, even when unpleasant. Showing ability to resolve them in the best interest of both the client and care team.

Have the ability to manage a variety of tasks.

Have a high degree of honesty and integrity.

Have the ability to maintain confidentiality.

Position Description Care Management: Scheduling Supervisor continued**Position Description Scheduling**

Provide excellent customer service to internal and external customers.

Update and coordinate client and staff schedules to reflect cancellations, rescheduling, logging, addition, or modification in the scheduling system.

Responsible for determining staffing levels and scheduling needs.

Assist in planning, developing, organizing and evaluating the services being provided to clients.

Monitor, evaluate, and report client information to the appropriate personnel.

Provide and manage On-call service after hours, on weekends and holidays to support staff and clients in meeting service needs.

Provide in-home care as needed.

Participate in the orientation process of caregivers.

Participate in the payroll process as it relates to scheduling issues to ensure timely and accurate payroll and billing

Position Description Care Management: Care support

Provide office hours support for the care team, involving client relations, administration, scheduling, caregiver resources, and caregiving.

Tender Hearts Senior Care is committed to building a quality team of dependable, trustworthy and compassionate in-home care professionals. Advocates committed to protecting the safety and well-being of our client's.

Position Qualifications (in addition to Caregiver Position Qualifications)

6 months experience working in the field as a caregiver for Tender Hearts Senior Care.

Experience working in a customer and administrative support role.

Show familiarity with basic windows operating system navigation.

Show ability to learn computer software as required.

Show experience with word processing data entry creating and modifying documents.

Must be able to answer phone calls, accurately take applicable information and transfer them appropriately.

Be able to properly greet visitors, clients and care team members.

Filing which includes electronic, physical files, and maintaining databases.

Plan and coordinate orientations, meetings and group events.

Position Competencies (in addition to Caregiver Position Competencies)

Demonstrate a strong problem-solving ability and accuracy of information.

Have a passion and empathy for meeting the needs of our team, seniors, the developmentally disabled, and their families.

Demonstrate strong listening and communication skills, verbally, and written.

Have patience in your ability to communicate in a way the client and care team understand.

Have the ability to handle complaints, even when unpleasant. Showing ability to resolve them per Tender Hearts policies and procedures in the best interest of both the client and care team.

Position Description Care Management: Care support On-Call

Provide after office hours support for the care team, involving client relations, administration, scheduling and caregiving.

Generally if someone is contacting the on-call it is because a situation or incident is occurring. Tensions may be at a high level, it is important to be calm, empathetic and direct. Finish conversations by summarizing concerns and what agreed upon action is going to be.

While on-call you are representing the care team it is important you understand organizational policies and procedures. The Policies and Procedures and On-Call Binders will guide you 99% of the time to solutions.

Clients and caregivers must be made aware to any changes in their schedule including late arrival of caregivers. Care managers are available to answer any client specific questions that are not clear in the care plan and cannot be addressed during normal office hours. On call should contact care managers only in emergency situations or as a last resort in resolving situations.

Position Qualifications (in addition to Caregiver Position Qualifications)

6 months experience working in the field as a caregiver for Tender Hearts Senior Care.

Have the ability to answer all phone calls and assist caregivers with a client when necessary in the field without involving additional management team members aside from emergency situations.

Know the protocol for handling any work related situation as outlined in our care resources handbook.

Show ability to document all phone calls and action taken.

Position Competencies (in addition to Caregiver Position Competencies)

Demonstrate a strong problem-solving ability and accuracy of information.

Have a passion and empathy for meeting the needs of our team, seniors, the developmentally disabled, and their families.

Demonstrate strong listening and communication skills, verbally, and written.

Have patience in your ability to communicate in a way the client and care team understand.

Have the ability to handle complaints, even when unpleasant. Showing ability to resolve them per Tender Hearts policies and procedures in the best interest of both the client and care team.

Care Team Relations

Our ability to exceed our client's expectations is rooted in "team work".

Teamwork is a "principle-based" value, if you value teamwork; you have to commit to the principles that grow it. To build a healthy team, you have to create an extraordinary amount of faith and belief among team members, a mind-set that puts the team first. There is no limit to what can be accomplished if it doesn't matter who gets the credit.

"Lesson from the Geese"

As geese flap their wings, they generate uplift for the bird following. By flying in a V formation, the whole flock adds 71% greater flying range than if any bird were to fly alone. *If we share a common direction and a sense of community, we can get where we're going more quickly and easily because we are traveling on the thrust of one another.*

Whenever a goose falls out of formation, it suddenly feels the drag and resistance of trying to fly alone, and quickly gets back into formation to take advantage of the lifting power of the bird immediately in front. *If we have as much sense as geese, we will stay in formation with those who are headed where we want to go, and we will be willing to accept their help as well as give ours to others.*

When the lead goose gets tired, it rotates back into formation and another goose flies at the point position. *If we take turns doing the hard tasks and sharing leadership as with the geese, we become dependent on each other.*

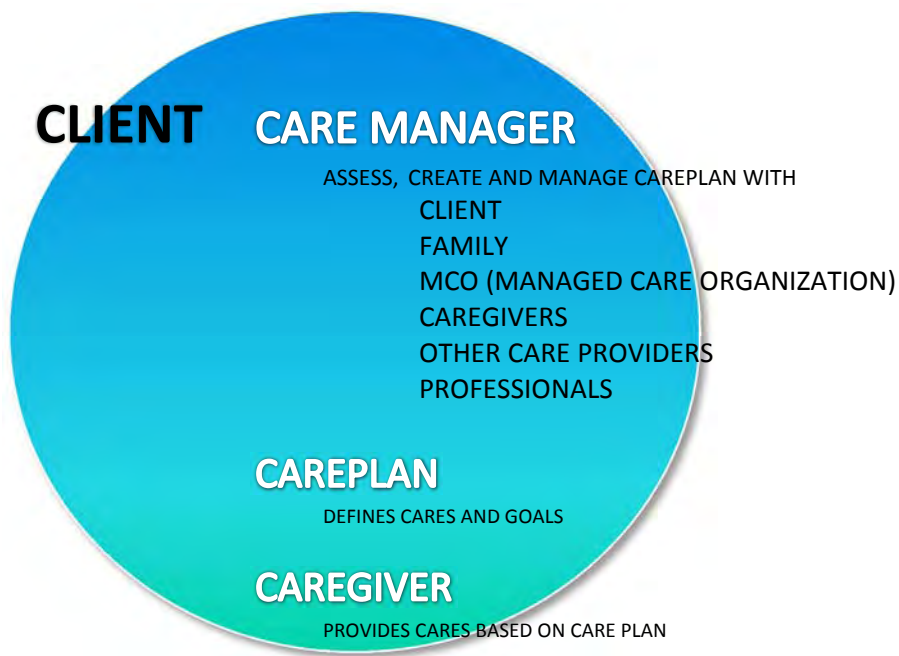
The geese in formation honk from behind to encourage those up front to keep their speed. *If we "honk", we need to make sure it is encouraging.*

When a goose gets sick or wounded or is shot down, two geese drop from formation and follow it down to help and protect it. They stay with it until it is able to fly again or dies. They then launch out on their own, with another formation or catch up with the flock. *If we have as much sense as geese, we too will stand by each other in difficult times, as well as when we are strong. Let us all try to fly in formation and remember to drop back to help those who might need it.*

The greatest accomplishments in life are not achieved by individuals alone, but by proactive people pulling together for a common good. Interdependent thinking can be challenging and difficult, but easily achievable when we look beyond oneself.

Our team goal is to provide dignity, respect and care solutions to achieve the highest quality of life at home for our clients. Making a difference is what we are all about, enriching the lives of our clients and their families incorporating the values of flexibility, compassion, trust, dependability, training and innovation.

Care Skills Training



Tender Hearts Senior care is committed to continued education and review of care skills. Training and review are crucial to setting our team up for success in exceeding our client's expectations.

Tender Hearts Senior Cares skill training program includes the following with a focus on safety and prevention for both the caregiver and client.

Becoming a Caregiver

Basic Foundations for Care and Safety

The Care Plan and Care Manager and Care Team

Nuts and Bolts of Caregiving

Caregiving in an Emergency

Providing Supportive Care (Instrumental Activities of Daily Living)

Providing Personal Care (Activities of Daily Living)

Crucial Skills

Client Relations

The success of Tender Hearts Senior Care depends upon the quality of the relationships between Tender Hearts Senior Care, their employees, clients, and the general public. Our client's impression of Tender Hearts Senior Care and their interest and willingness to obtain services from us is greatly formed by the people who provide service for them. You are Tender Hearts Seniors Care's **Ambassador**. The more you promote our **Mission**, **Motto** and **Values** with dignity, respect and a professionalism of care to achieve the highest quality of life at home, the more our clients will respect and appreciate you, Tender Hearts Senior Care and the services our Team provides.

Tender Hearts Senior Care is an advocate for seniors and the developmentally disabled in our community and committed to the prevention of Abuse, Neglect or Misappropriation. All incidents of misconduct will be reported to Adult Protective Services and The Department of Health and Human Services Division of Quality Assurance (DQA).

While working a scheduled shift with a client:

Act professionally and competently with clients in a courteous and respectful manner.

Only the scheduled caregiver(s) or care management staff is to interact with a client during the scheduled shift. Caregiver family members, friends, pets or other caregivers are not allowed.

Do not talk about other caregivers or clients with a client or the care management Staff.

All communication in regards to client needs and schedule with the client is to be done thru the care management staff.

Caregivers are not to modify their schedules with the client directly, all communications relating to care plans and schedule modifications are to be handled thru the care management staff.

At no time other than your scheduled shift are you to interact with a client.

Caregivers are not to give out any personal data or information to clients.

Caregivers are not to lend or borrow any property to or from a client. Gifts are discouraged, if gifts are received from a client they are to be reported to the care management staff. Caregivers are not to give any gifts without approval from the care management staff.

Smoking and the use of other tobacco products or atomizers, while providing cares for our clients, is prohibited. This includes a client's residence and when transporting. Whenever you are with a client or at a client's residence smoking and the use of other tobacco products or atomizers is not allowed.

Client Confidentiality is crucial no family members or friends of a caregiver are to interact with a client.

Refer any questions regarding client relations and professional boundaries to the care management team.

Professional Boundaries

Sharing Personal Information

It may be tempting to talk to our clients about your personal life or problems. Doing so may cause the client to see you as a friend instead of seeing you as a health care professional. As a result, the client may take on your worries as well as their own.

Use caution when talking to a client about your personal life.

Do not share information because you need to talk, or to help you feel better.

Remember that your relationship with our clients must be therapeutic, not just social.

Not Seeing Behavior as Symptomatic

Sometimes caregivers react emotionally to the actions of a client and forget that those actions are caused by a disorder or disease (symptomatic). Personal emotional responses can cause a caregiver to lose sight of their role or miss important information from a client. In a worst case, it can lead to abuse or neglect of a client.

Be aware that a client's behavior is the result of a disease or disorder.

Know the client's care plan!

If you are about to respond emotionally or reflexively to the negative behavior of a client, step back and re-approach the client later.

Note that the client may think their action is the best way to solve a problem or fill a need.

Ask yourself if there is a way to problem solve and help the client communicate or react differently.

Nicknames/Endearments

Calling a client 'sweetie' or 'honey' may be comforting to that client, or it might suggest a more personal interest than you intend. It might also point out that you favor one client over another. Some clients may find the use of nick-names or endearments offensive.

Avoid using terms like honey and sweetie.

Ask your client how they would like to be addressed. Some may allow you to use their first name. Others might prefer a more formal approach: Mr., Mrs., Ms., or Miss.

Remember that the way you address a client indicates your level of professionalism.

Professional Boundaries continued

Unprofessional Demeanor

Demeanor includes appearance, tone and volume of voice, speech patterns, body language, etc. Your professional demeanor affects how others perceive you. Personal and professional demeanor may be different.

Clients may be frightened or confused by loud voices or fast talk.

Good personal hygiene is a top priority due to close proximity to clients.

Professional attire sends the message that you are serious about your job.

Off-color jokes, racial slurs, profanity are never appropriate.

Body language and facial expressions speak volumes to clients.

Gifts/Tips/Favors

Giving or receiving gifts, or doing special favors, can blur the line between a personal relationship and a professional one. Accepting a gift from a client might be taken as fraud or theft by another person or family member.

Caregivers are not to lend or borrow any property to or from a client. Gifts are discouraged, if gifts are received from a client they are to be reported to the care management staff. Caregivers are not to give any gifts without approval from the care management staff.

Practice saying no graciously to a client who offers a gift.

It's ok to tell clients that you are not allowed to accept gifts, tips.

To protect caregivers, report offers of gifts to the care management staff immediately.

Touch

Touch is a powerful tool. It can be healing and comforting or it can be confusing, hurtful, or simply unwelcome. Touch should be used sparingly and thoughtfully.

Use touch only when it will serve a good purpose for the client.

Ask your client if he/she is comfortable with your touch.

Be aware that a client may react differently to touch than you intend.

When using touch, be sure it is serving the client's needs and not your own.

Professional Boundaries continued

Over-involvement

Signs may include spending inappropriate amounts of time with a particular client, visiting the client when off duty, trading assignments to be with the client, thinking that you are the only caregiver who can meet the client's needs. Under-involvement is the opposite of over-involvement and may include disinterest and neglect.

Focus on the needs of those in your care, rather than personalities.

Don't confuse the needs of the client with your own needs.

Maintain a helpful relationship, treating each client with the same quality of care and attention, regardless of your emotional reaction to the client.

Ask yourself: Are you becoming overly involved with the client's personal life? If so, discuss your feelings with the care management staff.

Romantic or Sexual Relationships

A caregiver is never permitted to have a romantic or sexual relationship with a client. In most cases, sexual contact with a client is a crime in Wisconsin.

While it may be normal to be attracted to someone in your care, know that it is never appropriate to act on that attraction.

Do not tell sexually oriented jokes or stories. It may send the wrong message to your client.

Discourage flirting or suggestive behavior by your client.

If you feel that you are becoming attracted to someone in your care, seek help from the care management staff or other trusted professional right away.

Secrets

Secrets between you and a client are different than client confidentiality. Confidential information is shared with a few others members of a team providing care to a client. Personal secrets compromise role boundaries and can result in abuse or neglect of a client.

Do not keep personal or health-related secrets with a client.

Remember that your role is to accurately report any changes in your client's condition.

Hours of Operation

The regular work week at Tender Hearts Senior Care consists of shifts scheduled Monday through Sunday. Shift times will vary depending on our client's needs.

The office hours are from 8:30am to 4:30pm Monday thru Friday. During the summer from Memorial Day to Labor Day office closes at 1:00pm on Fridays.

Punctuality and attendance are extremely important to the Tender Hearts Senior Care Team.

If you are unable to make it to work notify the office no later than two (2) hours before your scheduled start time.

Availability

Tender Hearts Senior Care defines availability as the days and times per day an employee is available and able to work per week. Included in availability is requested number of hours an employee would like to work each week. A signed record of availability will be kept on file for every employee.

It is required to work weekends with a minimum of two scheduled weekends off of work per month. Weekends start at 12:00am Saturday and end at 12:00am Monday.

Client schedules for the month are completed after the 15th of the previous month. Any change in availability must be submitted to the Tender Hearts Senior Care office prior to the 15th for the next month. As an example any change of availability for February would have to be submitted before January 15th.

One (1) change in availability is permitted per four (4) calendar months or three (3) times per year. Additional changes in availability outside the allotted time frame or amount will have to be approved by the General Manager.

Tenders Hearts Senior Care will make every effort to meet requested number of hours an employee would like to work each week. Experience and probationary period may initially limit the hours worked but as with any Merit Organization your performance will directly affect how quickly you are working the amount of hours requested.

As a caregiver changes of schedules within the availability on file will happen as client's needs change. This is different from working a set shift schedule for the week or month as in a factory or store. Your schedules will continue to change within your availability as the needs of our clients also change.

Requested Time Off

Any time off which is not reflected as a permanent change in availability is requested time off.

Client schedules for the month are completed after the 15th of the previous month.

Any requested time off must be submitted to the Tender Hearts Senior Care office prior to the 15th of the month. As an example any requested time off for February would have to be submitted before January 15th. Requested time off handed in after the 14th most likely will be denied unless there are special circumstances and approval by General Manager.

The requests will then be evaluated based on schedule conflicts, other employee requests, and any other specific concerns.

The request will then be approved or denied and communicated to the employee in a timely manner.

An employee who requests time off will not be guaranteed hours equal to the requested numbers of hours worked each week.

Leaves of Absence

Occasionally, for medical, personal, or other reasons, you may need to be temporarily released from the duties of your job with Tender Hearts Senior Care. It is the policy of Tender Hearts Senior care to allow employees to apply for and be considered for certain specific leaves of absence which shall be administered in accordance with applicable state and federal laws.

Any requests must be submitted to the office.

In special circumstances, Tender Hearts Senior Care may grant a leave of absence for a personal reason, but never for taking employment elsewhere or starting a business.

Failure to return from a leave at the time agreed will result in voluntary termination of employment.

All leaves of absences are without pay.

Bereavement Leave

When a death occurs in an employee's immediate family, all employees may take up to three (3) days off without pay to attend the funeral or make funeral arrangements. This time off will not be applied toward excused absences count.

Immediate family members are defined as an employee's spouse, parents, stepparents, siblings, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.



Jury Duty

Tender Hearts Senior Care encourages employees to fulfill their civic duties. To that end, employees will be allowed leave to serve on a jury, if summoned. We request that you bring in a copy of your summons notice as soon as you receive it, so that we may keep it on file. If you are called during a particularly busy period, we may ask you to request a postponement.

Full-time employees that have been with the company for 1 year are eligible for jury duty pay. Employees summoned for jury will be given time off from work equal to the time spent in court including reasonable travel time. Upon receipt of such jury notices employees notify the office immediately.

Eligible employees will be reimbursed for loss of income incurred during time spent on jury duty. The company will pay the difference between your regular straight time and your allowance for jury duty up to three days of duty. Jury duty longer than three days will not be reimbursed by the company. Evidence of time spent on jury duty along with compensation received from the court is required in order to receive compensation. Failure to notify the management staff of your jury time will also make you ineligible for jury pay.

No adverse employment action will be taken against employees or applicants due to their service as a juror in state or federal courts.

Punctuality and Attendance

Punctuality and Attendance are extremely important to the Tender Hearts Senior Care Team and our Clients, who count on you to be there. Inconsistent punctuality or attendance will result in disciplinary procedures or voluntary termination. If you are unable to make it to work notify the office no later than two (2) hours before your scheduled start time.

Punctuality and attendance is either excused or unexcused as defined in the policies in this handbook as outlined below.

Probationary employment status

1 excused absence
0 unexcused absences

Part-time, Full-time employment status

5 excused absences in any 12 month period
3 unexcused absences in any 12 month period

"Excused" absences are unscheduled time off with notice occurring two (2) hours before scheduled start time.

"Unexcused" absences are no shows, less than two (2) hour notice or any tardiness including leaving early without prior notification or pertinent excuses.

A consistent pattern of absences can be considered excessive, and may be cause for concern. In addition, excessive lateness or leaving early without letting the management staff know will be considered a "lateness pattern" and may carry the same weight as an absence. Other factors, like the degree and reason for the lateness, will be taken into consideration.

The Tender Hearts Senior Care management staff will make a note of any absence, lateness or leaving early and their reasons, in your personnel file. Exceeding three (3) unexcused absences in a 12 month period may be considered voluntarily giving up your employment. Exceeding five (5) excused absences in any 12 month period may be considered voluntarily giving up your employment.

Wages

Tender Hearts Senior Care uses a wage structure based on the type of client service provided and/or mastered skills and responsibilities within the company.

You have the ability to increase your wages through personal growth and a commitment to mastering the skills of Tender Hearts services and organizational procedures. Consistent performance and dedication to the mission, motto and values, while ensuring safety, quality, compassion and respect to our clients, their families and coworkers are important focal points relating to merit.

Overtime will be paid for all authorized hours over forty (40) regular hours per week at a rate of one and one-half your regular hourly rate.

“Exempt” employees are not eligible for overtime pay.

Performance and Merit Evaluations

Merit reviews are based on your skills knowledge, attendance, job performance, professionalism and adherence to Tender Hearts Senior Care’s policies and procedures. More information on performance and merit evaluations is available by contacting the management staff.

Payroll

Payroll checks are distributed bi-weekly every other Friday for service performed the previous two (2) weeks. The work completed in the current week will fall into the next pay period. A week begins on Sunday at 12:00am and ends on the second Saturday at 12:00am.

On weeks where holidays interrupt the issuance of payroll the checks will in most cases be issued on the preceding day. Should you discover an error on your paycheck contact the office immediately. Most errors will be corrected by the following pay period.

Paychecks will be direct deposited unless other arrangements are made with the management Staff. If you make arrangements to pick up your paycheck it will be available at the office between 10:00am and 4:00pm on paydays.

A replacement check, for mailed checks not received, will not be issued until 7 (seven) business days from the date they were mailed.

Benefits

Tender Hearts Senior Care does offer a variety of merit based employee benefits. Some benefits have varying levels of qualification.

Performance and Merit Evaluations

Merit reviews are based on your skills knowledge, attendance, job performance, professionalism and adherence to Tender Hearts Senior Care's policies and procedures. More information on performance and merit evaluations is available by contacting the management staff.

Holiday Pay

During the holidays listed below if an employee works on any of those holidays they will be paid a rate of 1 1/2 times their hourly wage per hours worked.

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Vacation Time Incentive Program

See index for Vacation Time Incentive Program.

Health Care

At this time Tender Hearts Senior Care does not offer any Health Care. **Please refer to Health Insurance Marketplace Coverage Options and Your Health Coverage insert** starting on page 55. You are required to have Health Insurance as of January 1, 2014 per the Individual Mandate of the Affordable Care Act.

Flexible Benefit Plan

A Supplemental Insurance Cafeteria Plan is offered on a yearly enrollment period for all employees. An Employee bonus based on ours worked is provided to employees who elect to enroll in benefits.

Bonus paid per pay period

\$5.00 bonus for 40 hours or more worked in the pay period.
\$10.00 bonus for 75 or more hours worked in the pay period.



Benefits continued

Employee Referral Program

Refer a care provider or client and receive a bonus see Referral's Pay in the index for more information.

Tuition Reimbursement

See index for policy outlined under Tuition Reimbursement.

Advice

Our Management team is there for you to listen and advise you on any number of topics to help you achieve your personal goals.

Retirement Plans

At this time Tender Hearts Senior Care does not offer any Retirement Plans.

Reporting of Hours Worked

The reporting of hours worked is to be called in daily. The number to call for reporting hours worked is **459-0697**.

The method of reporting hours will be as follows:

- Employee Name
- Client Name
- Date, actual hours at Client (include reason if different than scheduled shift)
- Mileage (reported only if using personal vehicle with or for the client)

Any mileage not reported daily will not be reimbursed. Any other information left on the hours worked line will be disregarded.

Inaccurate or untimely reporting of actual hours worked (exact time you start providing cares and the exact time you are finished or released from providing cares) with the client can be interpreted as dishonest, disregarding one of our core values and reflecting poorly on the whole organization.

Inaccurate or untimely reporting of actual hours worked will involve discipline and possible termination of employment.

Documentation

All employees are required to document in the Tender Hearts Senior Care binder prior to the end of their shift.

Documentation will include:

- Employee Name
- Date
- Actual shift start and end time
- A brief factual description of cares provided and general wellbeing pertaining to the care plan.
- Mileage with a brief description
- Medications reminded
- Meals prepared or served

The Documentation in the Tender Hearts Senior Care binder is a legal document between the Client and Tender Hearts Senior Care. Communication between employees other than those related to the care plan will not be allowed and result in disciplinary procedures and possible termination of employment.

Any mileage not documented may not be reimbursed.

Failure to complete this documentation in the Tender Hearts Senior Care Binder at the end of each shift will result in disciplinary procedures and possible termination of employment.



On call after office hours support

The on call line is used for after office hour's communication between Tender Hearts Senior Care it's clients and caregivers.

Examples of this communication would be:

- Client concerns or emergencies
- Punctuality or attendance
- Caregiver safety concerns

The on call line is not to be used to report hours worked. See reporting hours worked for calling in hours.

Request for time off and changes in availability are to be handled during normal office hours, and will not be noted or documented.

Failure to comply with the on call line policies may result in disciplinary actions.

Vehicle Use

If you are authorized to operate a Tender Hearts Senior Care vehicle in the course of your assigned work, or if you operate your own vehicle in performing your job, you must adhere to the following rules.

You must be a Wisconsin licensed driver.

You must adhere to Wisconsin mandated traffic laws. This includes seatbelts being worn by Caregiver and Client. Only Caregiver and Client allowed in Vehicle, no other family members or friends.

Cell-phone use is prohibited while transporting Clients. This includes text-messaging.

Smoking in any Tender Hearts Senior Care vehicle is prohibited.

You must report mileage daily with hours worked and log in documentation.

Tender Hearts Senior Care provides insurance on company owned vehicles, however, you will be considered completely responsible for any accidents, fines, moving or parking violations incurred for use of personal vehicles. You must carry appropriate insurance on personal vehicles used to transport clients.

You must keep the vehicle clean and in safe operational condition at all times.

Persons not authorized or employed by Tender Hearts Senior Care cannot operate or ride in a company vehicle.

Dress Code

Please understand that you are expected to dress and groom yourself in accordance with accepted social and business standards, particularly if your job involves dealing with customers or visitors in person.

A neat, tasteful appearance contributes to the positive impression you make on our clients. You are expected to be suitably attired and groomed during working hours or when representing Tender Hearts Senior Care a good, clean appearance bolsters your own poise and self-confidence and greatly enhances our company image. When working in a client's home, please dress appropriately.

Personal appearance and Hygiene should be a matter of concern for each employee. If our management staff feels your attire and/or grooming is out of place, you may be asked to leave your work-place until you are properly attired and/or groomed. Employees who violate dress code standards may be subject to appropriate disciplinary action.

The following dress and attire will not be allowed.

Shorts, below the knee Capri's are acceptable

Cut off t-shirts or t-shirts that could be interpreted as offensive

Tank tops or halter tops

Worn or ripped clothing

Sweat pants or lounge pants

Any clothing considered pajamas or sleepwear

Swimwear

Undergarments are required to be worn under appropriate dress attire.

Keep in mind the discomfort our management staff would feel if they had to address this issue with you.

General Employee Safety

Tender Hearts Senior Care is committed to the safety and health of all employees and clients and recognizes the need to comply with regulations governing injury and accident prevention and employee safety. Maintaining a safe work environment, however, requires the continuous cooperation of all employees.

Tender Hearts Senior Care will maintain safety and health practices consistent with the needs of our industry. If you are ever in doubt about how to safely perform a job, it is your responsibility to ask Tender Hearts Senior Care management staff for assistance. Any suspected unsafe conditions and all injuries that occur on the job must be reported immediately. Compliance with these safety rules is considered a condition of employment. Therefore, it is a requirement that each Tender Hearts Senior Care staff make the safety of employees and clients an integral part of their regular management functions. It is the responsibility of each employee to accept and follow established safety regulations and procedures.

Tender Hearts Senior Care strongly encourages you to communicate with our management staff regarding safety issues.

Tender Hearts commitment to safety is shown in our program of continuing skills training and education.

Reporting Safety Issues

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to our care management staff. If you or a client or another employee is injured, you should contact the Tender Hearts Senior Care office immediately and outside emergency response agencies as directed, if needed. Even if an injury does not require medical attention an Employee Report of Accident Form must still be completed in case medical treatment is later needed and to insure that any existing safety hazards are corrected and policies and procedures reviewed. The Employee's Claim for Worker's Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred. Drug testing may be required as outlined in the Drug Free Workplace Policy.

Federal law (Occupational Safety and Health Administration) requires that we keep records of all illnesses and accidents which occur during the workday. The Wisconsin state Workers' Compensation Act also requires that you report any workplace illness or injury, no matter how slight. If you fail to report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits. OSHA also provides for your right to know about any health hazards which might be present on the job. Should you have any questions or concerns, contact our management staff for more information.

Sexual and other Unlawful Harassment

Tender Hearts Senior Care is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, or any other legally protected characteristic will not be tolerated.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser.

If you experience, witness sexual or other unlawful harassment in the workplace, immediately report it to the care manager. If the care manager is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact the general manager or any other member of management staff. You can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise the general manager or any member of management staff so it can be investigated in a timely and confidential manner. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

Client Property

Tender Hearts Senior Care's objective regarding client property is to ensure properties are properly safeguarded, recorded and accounted for on receipt and return, protecting the interests of clients and employees.

The greatest care must be taken when handling property or money belonging to clients. These instructions outlined are to ensure the client's property and money are handled properly and accounted for so Tender Hearts Senior Care and their employees are protected in case of complaint. These instructions must be adhered to. Failure to do so may result in disciplinary actions, voluntary termination of employment and/or other possible legal action.

Employees who are in doubt about the instructions and procedures to be followed in a particular case should contact the care manager for the client or call the office.

All records of property transactions must be kept and made available for inspection, on request, by clients and their authorized representatives.

Prohibitions

Employees must not sell to or buy items from clients, nor act on behalf of a third person to buy or sell from a client (this includes acting as agents for mail order catalogues).

Employees must not arrange for members of their families to undertake paid work for clients.

Employees must not engage in personal financial transactions with or on behalf of clients, e.g. lending or borrowing money.

Employees must not be involved in assisting a client making a Will, make suggestions about the disposal of any property, act as executor or witness a client's Will. Clients should be advised to consult a professional on these issues.

Employees must not be a beneficiary of a client. If an employee believes that they are a beneficiary, this must be reported in writing to the care manager and general manager.

Employees are not to be named as authorized representative, appointees or signatory (single or joint).

Employees are not allowed to interact, engage or assist with client finances unless the client or their authorized representative has agreed to the conditions outlined in this policy and the care plan as managed by the Care Manager and approved by the General Manager.

Client Property continued

Authorization, tracking and monitoring

Authorization for an employee to handle a client's specific property (e.g. money for grocery shopping) must be recorded in the client's file, specifically outlined in the care plan and approved by the General Manager.

Care managers are responsible for the monitoring, tracking and reporting of client's property involving employees.

All transactions made by employees regarding any client property will be recorded in a receipt book and signed by the client. A copy of the receipt must be given to the client.

Employees will be issued an official receipt book. No other receipt books are acceptable. Receipt books are numbered and care managers must keep a record of books issued and to who tracked in a Generations customized field. Completed books must be returned to care manager before a new book will be issued.

All transactions made by employees regarding any client property are to be kept in the clients file. Entry into a client specific general ledger may be required per the General Manager.

Care managers may review receipt books monthly. Receipts are numbered and must be accounted for even voided receipts.

If required a copy of the client specific general ledger pertaining to the invoiced month will be included with each monthly invoice to the client or their authorized representative.

The general manager will audit client property procedures.

Retention of Money

Client's money must not be kept in the employee's possession longer than necessary to perform required task or scheduled shift.

If it is necessary and approved by the care manager a receipt will be given to client for receipt of money. Monies will then be handed over to the office for safe keeping. The office will log receipt of monies in the safe general ledger and receipt book.

Client Property continued

General Shopping

Authorization for an employee to handle a client's specific property (e.g. money for grocery shopping) must be recorded in the client's file, specifically outlined in the care plan and approved by the General Manager.

Employees will enter all transactions in the receipt book having the client sign for each instance. A shopping list will be made and initialed by client when possible.

Change received will be noted in the receipt book and clients will be asked to sign for receipt of shopping items and returned change. Where a client is unable to sign the employee must still record the transaction in the receipt book and note clients name and 'unable to sign'.

Checks and gift cards are the same as cash. Employees are not allowed to use credit or debit cards.

Employees are not allowed to purchase shopping items for clients using their own money. Only the clients' money may be used for purchases.

Employees are not allowed to benefit themselves from any "club points, perk points or coupons" even if the client does not want to take advantage of them. Any offer made by client to give these "club points, perk points or coupons" must be reported to the office.

Purchases of a single item totaling over \$50.00 dollars must be approved by the Care Manager before purchase can be made. Care managers should ask if there is a relative to make these purchases for the client whenever possible.

Assisting with paying bills

Authorization for an employee to handle a client's specific property (e.g. money for grocery shopping) must be recorded in the client's file, specifically outlined in the care plan and approved by the General Manager.

Employees will enter all transactions in the receipt book having the client sign for each instance.

Employees given money by a client for the purposes of paying bills must issue a receipt to the client and obtain a stamped receipt of the bill showing paid to give to the client on return. The caregiver will then issue a receipt from the receipt book returning receipt of paid bill to client. Where a client is unable to sign the employee must still record the transaction in the receipt book and note clients name and 'unable to sign'.

When several employees care for one client the care manager will assign one employee to pay any bills for that client.

Checks and gift cards are the same as cash. Employees are not allowed to use credit or debit cards.

Drug and Alcohol Free Workplace

The use of drugs and alcohol is a national problem that seriously affects every American. Drug and alcohol abuse not only affects individual users and their families, but it also presents new dangers for the workplace.

Tender Hearts Senior Care has a standard of conduct which prohibits the unlawful possession, use, or distribution of illicit drugs and alcohol or to be under the influence of illicit drugs and alcohol by employees on Tender Hearts Senior Care's work site and/or client work sites or as a part of Tender Hearts Senior Care's activities. Tender Hearts Senior Care will impose disciplinary sanctions on employees ranging from educational and rehabilitation efforts up to and including expulsion or termination of employment and referral for prosecution for violations of the standards of conduct. Each situation will be looked at on a case-by-case basis. It is the goal of Tender Hearts Senior Care to maintain a drug-free workplace. Tender Hearts Senior Care has adopted the following policies:

It is unacceptable to be working under the influence of an illicit drugs and alcohol.

The unlawful manufacture, possession, distribution, or use of controlled substances is prohibited in the workplace.

Employees who violate this prohibition are subject to corrective or disciplinary action as deemed appropriate, up to and including termination.

As an on-going condition of employment, employees are required to abide by this prohibition and to notify, in writing and within five (5) days of the violation, the management staff of any criminal drug statute conviction they receive. If an employee receives such a conviction Tender Hearts Senior Care will take appropriate action against the employee, up to and including termination.

Tender Hearts Senior Care has always been committed to providing a safe work environment and fostering the well-being and health of our employees and the clients we serve. Illegal drug use jeopardizes this commitment and undermines the capability of the company to provide safe and trusted care services.

To address this problem, we have developed this policy regarding the illegal use of drugs and the abuse of alcohol that we believe best serves the interest of all employees. Our policy formally and clearly states that the illegal use of drugs will not be tolerated. This policy was designed with two basic objectives in mind:

- 1) Employees and Clients deserve a service environment that is free from the effects of drugs, including alcohol, and the problems associated with their use.
- 2) This company has a responsibility to maintain a healthy and safe work environment. I believe it is important that we all work together to accomplish this goal for fellow employees and the clients we service.

Drug and Alcohol Testing

Tender Hearts Senior Care uses drug and alcohol testing in securing a safe workplace for our employee and clients. This information is provided to specifically outline the policies and procedures.

1. Employees Subject to Testing

Under Tender Hearts Senior Care's drug and alcohol testing policy, current and prospective employees who work or would work in high-risk or safety-sensitive positions will be asked to submit to drug and alcohol testing. No prospective employee will be asked to submit to testing unless an offer of employment has been made. An offer of Employment, however, is conditioned on the prospective employee agreement to testing negative for drugs and alcohol.

2. Safeguards

Tender Hearts Senior Care's policy is modeled after the DOT (Department of Transportation) drug and alcohol testing regulations as a non-regulated NON-DOT company, intent on complying with all state and federal laws governing drug and alcohol testing designed to safeguard employee privacy rights to the fullest extent of the law.

3. Selection

Not all Tender Hearts Senior Care employees will be asked to submit to drug and alcohol testing. Those employees classified as listed below are subject to drug and alcohol testing.

- Caregivers
- Certified Nursing Assistants
- Medical Assistants
- Licensed Practical Nurses
- Registered Nurses
- Care Managers

For random drug and alcohol testing the selection process occurs monthly. The selection process is random based on a percentage of employees subject to testing and administered by a C/TPA ("Consortium" or "Third Party Agency").

Employees may be required to submit to a drug and alcohol test in the case of reasonable suspicion or reasonable cause if a trained supervisor or trained company official suspects an employee is under the influence of drugs and/or alcohol. Suspicion must be based on specific observations by the supervisor or company official concerning the employee's appearance, behavior, speech and smell that are usually associated with drug or alcohol use. All suspicions will be officially documented.

Drug and Alcohol Testing continued

3. Selection continued

Employees may be required to submit to a drug and alcohol test in the case of a qualifying incident or accident. The supervisor at the scene of the incident/accident will know the testing criteria and make a good faith effort decision to test or not to test based on the information available at the time. The supervisor may consult with others but the supervisor is in the best position to make the decision. Any employee required to be tested who needs medical assistance, must get the needed medical assistance first.

The testing process is administered by a C/TPA ("Consortium" or "Third Party Agency") with only a DER (Designated Employer Representative) employed by Tender Hearts receiving results from the C/TPA. Tender Hearts may have more than one DER to ensure adequate coverage.

The function of the DER upon receiving results from the C/TPA is to take immediate action to remove employees from their safety-sensitive duties when they violate drug and alcohol testing rules, such as a test positive or refuse a test.

4. Tested Substances

Tender Hearts Senior Care's drug and alcohol testing program is administered under requirements of NON-DOT Consortium 10 panel rapid drug screen and breath alcohol test. Any other substances that may be tested using the same method used to test for controlled substances will not be tested and, if found will not be reported. Drug test are conducted using urine specimens and alcohol tests are conducted using breath or saliva.

Drug test urine specimens are analyzed for the following drugs or drug metabolites:

- Marijuana metabolites / THC
- Cocaine metabolites
- Phencyclidine (PCP)
- Amphetamines, Methamphetamine, and
- Methylenedioxymethamphetamine (MDMA)
- Opiate metabolites [Codeine, Morphine, and Heroin]

5. Notice

Before submitting to a drug and/or alcohol test, the employee will receive written notice of the request or requirements.

Drug and/or alcohol tests will be scheduled. Failure of an employee to follow through with a scheduled test or refusal to take a test is treated the same as a test positive.

Drug and Alcohol Testing continued

6. Licensed Laboratories

Any drug and/or alcohol testing required or requested by Tender Hearts Senior Care will be conducted by a TPA (Third Party Agency).

7. Notice of Results

If the employee is asked to submit to a drug or alcohol test, Tender Hearts Senior Care will notify the employee of the results only in the case of a non-negative or test positive. After the DER receives them from the C/TPA to preserve confidentiality the DER, if a confirmed test positive, will inform the employee what the next step is.

If the employee receives notice that the employee's test results were confirmed positive, the employee will be given the opportunity to explain the positive result following the employee's receipt of the test result. In addition, the employee may have the same sample retested at a laboratory of the employee's choice at the employee's expense.

Employees may make request to the DER (Designated Employer Representative) to be notified of test negative results.

8. Positive Test Results

If the employer DER receives notice that the employee's test results were confirmed positive, the employee may:

- Immediately be removed from the workplace and given a list of qualified SAPs, or the number of a SAP network.

- Be placed on suspension without pay until a test negative of the same sample is reported to the DER.

- Be placed on suspension without pay until the employee has complied with an SAP (Substance Abuse Professional) demonstrating successful compliance with the recommended education and treatment.

An SAP will make a face to face clinical assessment and evaluation to figure out what assistance is needed by the employee to resolve problems with drug use and alcohol misuse. The SAP will refer the employee to an appropriate program for education or treatment, or both.

All costs associated with the SAP and programs for treatment and education are the responsibility of the employee.

Drug and Alcohol Testing continued

9. Adverse Employment Action

If there is reason to suspect that the employee is working while under the influence of an illegal drug or alcohol, the employee will be suspended without pay until the results of a drug and alcohol test are made available to Tender Hearts Senior Care by the C/TPA. Where drug or alcohol testing is part of a routine physical or random screening, there will be no adverse employment action taken until the test results are in.

10. Confidentiality

Tender Hearts Senior Care will make every effort to keep the results of drug and alcohol tests confidential. Only persons with a need to know the results will have access to them. The employee will be asked for the employee's consent before test results are released to anyone else. Be advised, however, that test results may be used in arbitration, administrative hearings and court cases arising as a result of the employee's drug testing. Also, results will be sent to state and/or federal agencies as required by state and/or federal law. If the employee is to be referred to a treatment facility for evaluation, the employee's test results will also be made available to the employee's counselor. The results of drug testing in the workplace will not be used against the employee in any criminal prosecution.

11. Costs

Tender Hearts Senior Care will pay the cost of any drug and alcohol testing that it requires or requests employees submit to, including retesting of non-negative or confirmed positive results. Any additional tests that the employee may request will be paid for by the employee.

All costs associated with the SAP and programs for treatment and education are the responsibility of the employee.

12. Drug and Alcohol Use at Work Prohibited

Tender Hearts Senior Care has a standard of conduct which prohibits the unlawful possession, use, or distribution of illicit drugs and alcohol or to be under the influence of illicit drugs and alcohol by employees on Tender Hearts Senior Care's work site and/or client work sites or as a part of Tender Hearts Senior Care's activities. Tender Hearts Senior Care will not tolerate any use of non-prescribed drugs or alcohol during work hours. If the employee comes to work under the influence of drugs or alcohol or use drugs or alcohol during work time, the employee will be immediately removed from the workplace and placed on a non-paid suspension until a test negative or the employee has complied with an SAP (Substance Abuse Professional) demonstrating successful compliance with the recommended education and treatment.

Drug and Alcohol Testing continued

13. Posting

Besides being outlined here, Tender Hearts Senior Care's drug and alcohol policy is located in the office where the employee may review it.

Tuition Reimbursement/Education Assistance

It is the objective of Tender Hearts Senior Care to provide a Tuition Reimbursement/Education Assistance Program which encourages employees to take courses to improve upon their abilities relating to their specific job duties and to provide for as much opportunity for improvement within the organization. The strength of our organization depends on the strength of our team it is important to attract and retain the best possible individuals as members of our team.

1. Qualifications

- Completion of the probationary period.
- 30 hours worked per week on average for the previous 3 months.

Time off requests for extended vacations will be taken into consideration by expanding average over 3 prior months without an extended time off requested.

- Received a "Meets Standards" or higher rating on last performance evaluation.
- The course(s) must enhance the skills of the employee in their immediate position, or prepare the employee for another position within the organization.

2. Scope

Tuition Reimbursement is available for allowable costs that comprise of registration fees, tuition, lab fees, excluding books as required on the course syllabus. No other expenses shall be considered for reimbursement. Employees are prohibited from requesting tuition reimbursement for allowable costs for which they have received financial support from other sources (with the exception of family support), such as grants, scholarships, etc.

Eligible courses are those available only through an accredited: college, university, business school, graduate school, trade school, correspondence school, or a technical/professional institute.

Electives which are necessary in order to complete a course or education plan but are not directly applicable to an employee's occupation may be eligible for reimbursement.

Successful completion of course is a grade of "C" (2.0) or better or a "pass" for a pass or fail course.

Tuition Reimbursement/Education Assistance continued

3. Procedure

Prior to registering for course(s), an employee should make the request for tuition assistance by submitting an education plan to a member of the care management team.

The education plan shall list the course(s) to be taken educational institution, class schedule (if available) and costs.

The care management team will meet to review the education plan and confirm that the qualifications have been met successfully.

Upon approval of tuition reimbursement, by the care management team, the employee shall submit receipts from the educational institution for those course(s) listed in the educational plan.

Prior to reimbursement to the employee, Tender Hearts Senior Care and the Employee shall execute a Tuition Reimbursement Agreement.

Upon execution of the Tuition Reimbursement Agreement the employee shall receive a reimbursement check.

The maximum reimbursement a “regular” employee meeting the qualifications shall receive within one fiscal year is \$1,500.

Efforts should be made to attend course(s) during non-scheduled work hours. Tender Hearts Senior Care will make every effort to work with the employee regarding “availability” for successful completion of the education plan.

The Tuition Reimbursement/Education Assistance Program is a benefit for which the employee may apply and not a condition of employment. Training and education as a condition of employment are addressed under the Care Skills Training and Performance and Merit Evaluation policies and procedures.

A copy of all education and training course(s) completed shall be placed in the employee’s personal file.

Incident Report and Investigation

All Incidents relating to client safety or alleged misconduct (client abuse or neglect or misappropriation of client property) and injuries of unknown source must be reported to a Care Manager and investigated. The Management Team will review this report to determine whether further investigation of the incident is warranted.. Use the following information as guidance when completing this form.

This incident report including all witness statements and follow up questions must be **completed within 24 hours** of incident occurrence.

1. Tender Hearts Senior Care Entity Type Code is 133 (Home Health Agency).

2. SUMMARY OF INCIDENT (Pages 1 and 2)

Indicate when the incident occurred. Include the month, day, year, and time of the incident (e.g., 08/25/2003, 10:30 AM). If you do not know the exact day, provide an approximate date (e.g., the week of March 1, the month of March, between March 1 and April 15). If you give approximate dates, explain how you determined the dates.

Briefly describe the incident. Summarize the incident in the space provided, even if more details or documents are attached.

Describe the effect of the incident upon the affected person or the person's reaction to the incident. If a person has been physically injured, describe the injury, the size of the bruise, etc. A photograph of the injury is very helpful. If photographs are taken, identify when the photos were taken, how many were taken and by whom. Describe any indication or expressions of pain, anger, frustration, humiliation, fear, etc. by the person during or after the incident.

Explain what the Tender Hearts did, upon learning of the incident, to protect the person(s) from further potential misconduct. Describe the steps that the entity took to protect the person(s) from subsequent potential episodes of misconduct while a determination on the matter is pending. Indicate the accused person's current employment status and date of any employment action after the alleged incident.

NOTE: Tender Hearts is not required to terminate the employment of an accused person to meet protection requirements. Although the Involved Person may be placed on a suspension relating to cares for the Affected Person or other Clients the Involved Person provides cares.

Check the specific location where the incident happened and indicate the specific address of that location.

3. AFFECTED PERSON INFORMATION (Page 2)

Include the affected person's name, date of birth, gender, address, and telephone number. If the affected person has been adjudicated incompetent, is under age 18, or has an authorized Power of Attorney for Health Care, include the name, address, and telephone number of the parent, guardian, or legal representative.



Incident Report and Investigation continued

4. PERSON INVOLVED INFORMATION (Page 2)

Include the person involved name, social security number, position or title at the time of the incident, date of birth, gender, current home address, and home telephone number. Tender Hearts must inform the person involved that a report regarding the incident is being completed that may require follow up or additional action(s) at which time the person involved will be contacted. If the person is currently employed by an entity other than Tender Hearts Senior Care, include the name, address, and telephone number of the current employer. If the person involved is under age 18, provide the name, address, and telephone number of a parent or guardian. If there is more than one accused person, complete this section for each person.

5. LAW ENFORCEMENT INVOLVEMENT (Page 3)

Check if law enforcement was contacted or is involved. Indicate the officer's name, department, address, telephone number, and if available the case number. Attach a copy of the law enforcement incident report, if available.

6. PERSONS WITH SPECIFIC KNOWLEDGE OF THE INCIDENT (Page 3)

Include all persons with specific knowledge of the incident. Include the person's name, gender, address, and telephone number. Check whether the person is an entity employee. Include the person's position at the entity or relationship to the affected person. Attach additional pages, as necessary.

7. DESCRIBE OR COPY ANY ADDITIONAL INVESTIGATE RECORDS CONCERNING THE INCIDENT (Page 4)

Provide all relevant information found during the entity's internal investigation include staff, client, entity, law enforcement, and other information relevant. Refer to DHS form F- 62447 (rev. 4/10) page 2 for more information relating to relevant information.

8. PERSON PREPARING THIS REPORT (Page 4)

Provide the name, position or title, and telephone number of the person preparing this report. The person preparing this report must sign and date this form in the space provided.

Incident Report and Investigation continued

9. WRITTEN STATEMENT (Page 5)

Ask the affected client, the person involved, and all other persons with information about the incident to provide written statements.

Follow up on written statements by asking probing questions to gather as much detail as possible, including what happened, how the incident happened, when it happened, where it happened, reactions at the time of the incident, and other witnesses who may have been present. Use the FOLLOW UP QUESTIONS (Page 6) following the written statement form as a guide when questioning the person involved.

This incident report including all witness statements and follow up questions must be **completed within 24 hours** of incident occurrence.

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Completion of this form must be within 12 hours of report of the incident. Report incident immediately and submit incident report to **Todd Wittig**.

INCIDENT REPORT

Use this form to report all incidents relating to client safety or alleged misconduct (client abuse or neglect or misappropriation of client property) and injuries of unknown source. The Management Team will review this report to determine whether further investigation of the incident is warranted. So that the Management Team may make this determination, please complete the Incident Report in its entirety. Use the following information as guidance when completing this form.

This report form must be completed in its entirety. Additional information may be attached.

TYPE OR PRINT NEATLY IN BLACK INK.

I. ENTITY INFORMATION			
Name – Entity or Facility			Telephone Number
Street Address		County	Federal Provider or Certification No.
City	State	Zip Code	State License, Approval, or Registration No.
Name – Administrator			Entity Type Code (See instructions.)
II. SUMMARY OF INCIDENT			
INDICATE when the incident occurred. If the exact date and time are unknown, make a reasonable estimate and indicate that the date and time are estimated. Include the date the incident was discovered, if other than the date the incident occurred.	Date Occurred (mm/dd/ccyy)	Time Occurred	Date Discovered (mm/dd/ccyy)
BRIEFLY DESCRIBE THE INCIDENT in the space below. Summarize the incident here even if additional documentation is attached.			

DESCRIBE THE EFFECT that the incident had on the affected person, the person's reaction to the incident, and the reaction of others who witnessed the incident.



EXPLAIN what steps the entity took upon learning of the incident to protect the affected person(s) and others from further potential misconduct.

CHECK the specific location where the incident happened.

☐ At Your Entity ☐ During Transport ☐ Another Location – Explain: _____

III. AFFECTED PERSON INFORMATION IF MORE THAN ONE INCLUDE ADDITIONAL PAGES

Name – Affected Person		Date of Birth (mm/dd/ccyy)	Sex <input type="checkbox"/> Male <input type="checkbox"/> Female
Address		Telephone Number	
City		State	Zip Code

If the affected person is adjudicated incompetent or under 18, or has an authorized Power of Attorney for Health Care, include the name, address, and telephone number of parent, guardian, or legal representative.

Name - Parent, Guardian, or Power of Attorney		Telephone Number	
Address			
City		State	Zip Code

IV. PERSON INVOLVED INFORMATION IF MORE THAN ONE INCLUDE ADDITIONAL PAGES

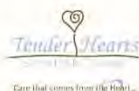
Name -Person Involved (if known)		Social Security Number	
Position or Title or Relationship to Affected Person (<i>at the time of the incident</i>)		Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth (mm/dd/ccyy)
<input type="checkbox"/> Non Credentialed Staff <input type="checkbox"/> Resident <input type="checkbox"/> Credentialed Staff <input type="checkbox"/> Other: _____		List any known credential held by the accused at time of the incident; e.g., RN, LPN, social worker, security guard, professional counselor.	
Home Street Address		Home Telephone Number	
City		State	Zip Code

NOTE: If employer is other than the reporting entity, provide information about accused person's current employer.

Name – Employer		Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	Telephone Number
Street Address	City	State	Zip Code

NOTE: If Person Involved is under 18, provide parent(s) or guardian information.

Name(s) - Parent or Guardian		Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	Telephone Number
Street Address	City	State	Zip Code

**V. LAW ENFORCEMENT INVOLVEMENT**

Was law enforcement contacted or involved?

☐ No ☐ Yes If "yes," complete the following. Attach a copy of the law enforcement incident report, if available.

Name - Officer (if available)		Department	
Street Address			Case Number (if available)
City	State	Zip Code	Telephone Number

VI. PERSONS WITH SPECIFIC KNOWLEDGE OF THE INCIDENT If more space is necessary, attach additional pages.

Name - Person who REPORTED Incident to the Entity			Sex <input type="checkbox"/> Male <input type="checkbox"/> Female
Street Address			Telephone Number
City	State	Zip Code	Is this person an ENTITY EMPLOYEE? <input type="checkbox"/> Yes <input type="checkbox"/> No

Position in the Entity or Relationship to the Affected Person

Name - Person with Information About the Incident			Sex <input type="checkbox"/> Male <input type="checkbox"/> Female
Address			Telephone Number
City	State	Zip Code	Is this person an ENTITY EMPLOYEE? <input type="checkbox"/> Yes <input type="checkbox"/> No

Position in the Entity or Relationship to the Affected Person

Name - Person with Information About the Incident			Sex <input type="checkbox"/> Male <input type="checkbox"/> Female
Address			Telephone Number
City	State	Zip Code	Is this person an ENTITY EMPLOYEE? <input type="checkbox"/> Yes <input type="checkbox"/> No

Position in the Entity or Relationship to the Affected Person

Name - Person with Information About the Incident			Sex <input type="checkbox"/> Male <input type="checkbox"/> Female
Address			Telephone Number
City	State	Zip Code	Is this person an ENTITY EMPLOYEE? <input type="checkbox"/> Yes <input type="checkbox"/> No

Position in the Entity or Relationship to the Affected Person

Name - Person with Information About the Incident			Sex <input type="checkbox"/> Male <input type="checkbox"/> Female
Address			Telephone Number
City	State	Zip Code	Is this person an ENTITY EMPLOYEE? <input type="checkbox"/> Yes <input type="checkbox"/> No

Position in the Entity or Relationship to the Affected Person

**VII. DESCRIBE BELOW OR ATTACH A COPY OF THE ENTITY'S INVESTIGATIVE RECORDS CONCERNING THE INCIDENT.****VIII. PERSON PREPARING THIS REPORT (TYPE or PRINT neatly in BLACK INK.)**

Name - Person Preparing This Report		ENTITY EMPLOYEE? <input type="checkbox"/> Yes <input type="checkbox"/> No		Position in the Entity or Relationship to the Affected Person	
Street Address		City		State	Zip Code
E-mail Address			Telephone Number		
SIGNATURE - Person Preparing This Report			Date Signed (mm/dd/yyyy)		

**IX. WRITTEN STATEMENT**

Use this page to collect written statements from the person involved, affected person, and witnesses regarding incidents of alleged incident or misconduct (abuse or neglect or misappropriation of property). Make additional copies of this page as necessary. Completion of this form is voluntary. It is suggested that entities ask the questions on the following page to obtain additional information and detail about reported incidents. Please record all responses given or make sure all statements are signed by witnesses. Inform witness that a copy of their statement will be provided to them.

Section 1 - To be completed by Entity

Brief Description of Alleged Incident (e.g., "Marion R's broken arm," "the theft of Marion R's credit card," "Marion R's fall.")

Section 2 - To be completed by Involved Person, Affected Person, or Witness

Full Name (Last, First, Middle Initial)			Home Telephone Number
Street Address			Work Telephone Number
City	State	Zip Code	Position or Title or Relationship to the Affected Person

Section 3 - To be completed by Involved Person, Affected Person, or Witness

Provide as much information as you know about the incident described above. Tell what you know about the incident in detail. Use additional pages, as needed.

☐ Check if additional pages are included.

SIGNATURE – Involved Person, Affected Person, or Witness

Date Signed



FOLLOW UP QUESTIONS TO BE ASKED BY THE ENTITY

It is suggested that entities ask the following questions to obtain additional, detailed information about reported incidents. Please record all responses in the space provided. Attach additional pages, information, documentation, diagrams, photographs, or other evidence as appropriate.

- ☐ Check if additional pages are included.
 - ☐ Check if items or documents are attached.
 - ☐ Check if a photocopy of an item or document is attached.
 - ☐ Check if an item or document is being retained by the entity; describe where and how it is being stored pending the outcome of this investigation.
-
- How do you know about the above incident? Did you do it? Did it happen to you? Did you see it? Did another person tell you of it? If so, who?
-
- Time and date of the incident. When did it happen? When did you first learn about it?
-
- Location. (Where did the incident occur? Where were you when it happened? If others were present, who and where were the others? Where were you when you learned about it or saw it? Describe the location. Attach a diagram.)
-
- Was anyone else present when it happened, you learned about it, or when you saw it? If so, who? Where was each person?
-
- Did you tell anyone about the incident? If so, what did you tell them, who did you tell and when did you tell them? What did the person say, if anything?
-
- Was anyone harmed in any way (physically or sexually, emotionally or mentally, or financially) or could someone have been harmed? If so, describe the harm or potential harm.
-
- Were others harmed in any way? If so, identify the person who was harmed and describe the harm.
-
- Describe the affected person's actions or reactions during the incident including statements made, changes in demeanor, or other indications of pain, fear, sadness, anger, humiliation, etc.
-
- Describe the actions or reactions of others who observed or were involved in the incident.
-
- **For Affected Persons:** Did you tell anyone about what happened to you? If so, who did you tell and when and where did you tell them?
-
- **For Other Witnesses:** Is or was the affected person able to report or talk about the incident?
-
- If so, did the affected person say anything to you? If so, what? Describe the way that the affected person acted when telling you about the incident.
-
- To your knowledge, did the affected person tell anyone else? If so, who and when?
-
- Are there others who know or may know about the incident? If so, who are they and why do you think they have information about the incident?
-
- Do you have or are you aware of any evidence, documentation or information that may be relevant to the incident? (Examples: photos, diagrams, maps, receipts, video tapes, audio tapes, medical records, care plans, financial transaction records, etc.) If so, what is it and where is it?

Additional Information

Name - Person Interviewed	Name - Person Conducting the Interview	Interview Date (mm/dd/ccyy)
---------------------------	--	-----------------------------

Incident Report**Statement**Care that comes from the Heart[®]

Ask the affected client, the person involved, and all other persons with information about the incident to provide written statements. Make sure statement is signed and dated.

Follow up on written statements by asking probing questions to gather as much detail as possible, including what happened, how the incident happened, when it happened, where it happened, reactions at the time of the incident, and other witnesses who may have been present. Use the FOLLOW UP QUESTIONS (Page 6) following the written statement form as a guide when questioning the person involved. The person completing the follow up questions should also sign the statement.



v12.1 1



v14.2 58

Cell Phone and Wireless Handheld Devices

Cell phones and wireless handheld devices have become as much a part of our culture as cars. While cell phones and wireless handheld devices are a wonderful convenience and occasionally a life saver, they can also be a distraction. While providing care for seniors the use of cell phones and wireless handheld devices can impact the following:

The caregiver is distracted by the phone call or the text messaging. This is time our clients are paying for, but more importantly, during this time of distraction, the client could fall, take the wrong medication or feel neglected.

Many seniors have hearing problems. They may think the caregiver is talking to them and get confused when they respond and don't get an answer.

Someone with dementia may become paranoid. They hear a person talking to someone who isn't there. This can lead the person with dementia to wonder who else is in the house and become an issue that lasts far longer than the phone call by the caregiver.

Along with client's rights violations and possible HIPAA violations, the misuse of cell phones and wireless handheld devices may also constitute caregiver misconduct. In recent years, the Wisconsin Department of Health Services has seen an increase in the number of reported incidents involving the misuse of camera phones and the inappropriate and unauthorized dissemination of client information.

The following are actual case examples of incidents reported by Wisconsin healthcare facilities:

Cell phone photo of a client with food all over her face posted on caregiver's MySpace webpage with the statement "good eater."

Cell phone video of a caregiver jumping on a client's bed and client repeatedly asking "why would you do this to me?" and to "stop."

Cell phone photo of caregivers giving a combative client a shower.

Cell phone photo of a client on the toilet with Attends on her head, which was then sent to another caregiver's phone.

Caregiver wrote comments on her MySpace webpage using client's name.

Caregiver showed a client sexually inappropriate cell phone photos.

Cell Phone and Wireless Handheld Devices continued

Our mission is to provide our clients dignity, respect and care solutions to achieve the highest quality of life at home. Distractions prevent us from accomplishing our mission. In the interest of client's rights and safety Tender Hearts Senior Care adopts the following.

While working providing care the use of cell phones and wireless handheld devices is prohibited for any reason.

In an emergency situation, regarding care the client's phone is to be used.

While it is advised that cell phones and wireless handheld devices are not in the employee's possession during any scheduled care. All cell phones and wireless handheld devices must be muted or turned off.

If the management team has to speak with an employee providing care the client's phone number will be used. No calls or messages to employee's cell phones and wireless handheld devices will be made while the employee is working providing care.

Employees are to instruct their families to call the Tender Hearts office in an emergency. The office staff will get in contact with the employee.

Employees found using personal equipment to take photographs of client's will have the equipment confiscated and receive corrective action up to and including termination. Employees found using their cell phone or wireless handheld device during working hours may have their device taken by the management team until the end of the shift.

Essential Functions Testing and Health Questionnaire

Tender Hearts Senior Care provides personal care services to elderly and disabled individuals. As such, we are required to provide caregivers who are able to provide cares under the position qualifications, and are free from communicable disease when performing personal cares.

As part of this process a staff registered nurse will administer and review an employee Essential Functions Test and Health Questionnaire to determine if the employee meets the qualifications and if the employee should receive a communicable disease screen from a health provider.

“Fitness for Duty/Essential Functions Testing and Health Questionnaire” may be required upon hire and at any time during employment (see “fitness for duty testing after hire”) to determine an employee’s fitness for duty.

All medical records and information obtained in this process will be considered confidential and kept in a secure file.

Essentials Functions Testing

The purpose is to assure that all employees are able to perform safely the essential functions of the job and that they are not a direct threat to themselves or others.

All medical / background screenings will be completed only after a “Conditional Job Offer” is made in writing with the Conditional Job Offer and Medical Review form.

Procedure

Upon completion of the application and selection process, a Conditional Job Offer (CJO) **MAY** be extended to qualified applicant. The job offer will be contingent upon completion and review of the applicant’s medical review (which may include workers’ compensation medical history,) health questionnaire for communicable disease, and essential functions physical assessment by a healthcare professional.

Job offers for the following job classifications will be contingent upon the applicant passing an essential functions test (EFT): **Caregivers and Caregiver Managers.**

If the employee successfully completes the medical review, health questionnaire for communicable disease, and essential functions physical assessment without indication of direct threat or inability to complete essential functions physical assessment, an employment start date will be given.

If the employee is unable to “pass” the EFT, the job offer will be rescinded with a letter that clearly explains the reason(s) for the offer revocation.

Essential Functions Testing and Health Questionnaire continued

Reasons for rescinding the Conditional Job Offer (CJO)

If it is determined that the employee understated, omitted or provided false information on the CJO/Medical Review and Health Questionnaire form, the job offer will be suspended pending further investigation into the matter.

If there is false or misleading information on the CJO/ Medical Review and Health Questionnaire form the job offer will be suspended for two weeks allowing the employee ample time to prove otherwise. If the employee does not do so to the satisfaction of the employer within the two weeks the job offer will be rescinded.

If the employee proves he/she did not falsify, understate or omit information during the medical history and physical examination then they would be allowed to either start work or proceed to the essential functions test.

If upon completion of the EFT the medical professional believes that the individual is unable to perform safely the essential functions of the job, (with or without reasonable accommodation), based on the job description, the job offer will be rescinded.

If the medical professional believes that the individual is a direct threat to themselves or others with or without reasonable accommodation), the job offer will be rescinded.

Reasonable Accommodation for a Disability

If accommodations for a disability are requested during the interview and/or screening process the administrator will review the applicant's request and the ADA guidelines. After a thorough review a decision will be made as to whether or not reasonable accommodations are available and/or appropriate.

If accommodations for a disability are requested after the job offer has been rescinded due to the inability to perform safely the essential functions of the job, the employer will consider whether the revocation of the job offer should be reversed.

Fitness for Duty Testing After Hire

After hire an employee may be required to complete a Fitness for Duty test. All test requests will be made within the compliance of the ADA. Fitness for Duty testing scenarios may include but are not limited to:

Employee is demonstrating difficulty or an inability to perform any essential function of the job (ADA, TAM VI-13). Employee complains of difficulty performing any essential function of the job (ADA, TAM VI-13). Employee is returning to work after an injury or illness (ADA, TAM VI-12).

Essential Functions Testing and Health Questionnaire continued

Caregiver / Care Manager Physical Requirements

In terms of an 8 hour workday, “Occasionally” equals 1% to 33%; “Frequently,” 34% to 66%; “Continuously,” 67% to 100%.

1. Employee’s job requires:

	Not at all	Occasionally	Frequently	Continuously
Bend Stoop		X	X	
Squat		X		
Crawl		X		
Climb-Height	X			
Reach above shoulder level		X		
Crouch		X		
Kneel		X		
Balance		X		
Push/Pull		X		

3. Lifting requirements:

	Never	Occasionally	Frequently	Continuously
Up to 10 lbs.			X	
11 – 24 lbs.		X		
25 – 34 lbs.		X		
35 – 50 lbs.		X		
51 – 75 lbs.		X		

4. Job requires employees to use hands for repetitive action such as:

	Simple Grasping	Firm Grasping	Fine Manipulation
Right	Yes	Yes	Yes
Left	Yes	Yes	Yes

5. Employees job requires:

	Yes	No	Comments
Working on unprotected heights		X	
Being around moving machinery		X	
Exposure to marked changes in temperature and humidity	X		
Driving automotive equipment	X		
Exposure to dust, fumes and gases		X	

Illegal Drugs Discovery and Reporting

The use of drugs and alcohol is a national problem that seriously affects every American. Drug and alcohol abuse not only affects individual users and their families, but it also presents new dangers for the workplace.

Tender Hearts Senior Care has a standard of conduct which prohibits the unlawful possession, use, or distribution of illicit drugs and alcohol or to be under the influence of illicit drugs and alcohol by employees on Tender Hearts Senior Care's work site and/or client work sites or as a part of Tender Hearts Senior Care's activities. This also includes the reporting of Illegal Drugs found by employees to Law Enforcement.

Tender Hearts Senior Care goal in enforcing this position regarding discovery and reporting of illegal drugs is in securing and protecting a safe workplace for our employee and clients.

In addition to our Drug and Alcohol Free Workplace policies Tender Hearts Senior Care has adopted the following policies:

Discovery of any illegal drugs in a client's residence while providing cares will be reported to law enforcement personnel immediately while at the client's residence and working the scheduled shift.

At any time of discovery of any illegal drugs while providing cares in a client's residence employees are not to touch, handle or move the illegal drugs in any manner.

The method for reporting will be as follows:

1. Upon discovery of any illegal drugs employees should excuse themselves to an area where they can make a phone call to law enforcement personnel while they are still at the client's home and working their scheduled shift.

Outside the city of Sheboygan call Sheriff at **920-459-3111**

In the city of Sheboygan call The Drug Unit at **920-467-5193**

2. After calling the proper law enforcement personnel employees will report the call to the office. Support staff will be directed to the client's residence to assist the employee and liaison with law enforcement personnel..

3. At no time during discovery of any illegal drugs are employees to inform, confront or discuss the discovery with the client. This will be the responsibilities of law enforcement personnel.

4. Begin an incident report per the procedures outlined in Incident Report and Investigation.

Affordable Care Act

As you may know, new health care reform regulations mandating insurance coverage go into effect starting January 1, 2014. The changes are meant to help expand access to adequate and affordable health care coverage. Every state may have a Health Insurance Marketplace (an online exchange) where individuals can shop for health insurance coverage or choose to default to the federal exchange.

In May of 2013 Wisconsin decided to default to the Federal Exchange.

This insert, for your Caregiver Resource Binder, is to direct you to the Federal Marketplace since Tender Hearts Senior Care, LLC will **not** be offering major medical insurance to you at this time. Please refer to the “New Health Insurance Marketplace Coverage Options and Your Health Coverage” that the U.S. Department of Labor requires us to provide you.

As part of the Affordable Care Act, workers with household incomes between 100% and 400% of the federal poverty level may be eligible for subsidies to help offset health insurance costs when purchased through the Health Insurance Marketplace.

To calculate if you qualify for a subsidy, visit: kff.org/interactive/subsidy-calculator.

Effective Oct. 1, 2013, you can learn about coverage options and costs at the Federal Marketplace by visiting: healthcare.gov.

Remember the individual mandate is effective January 1, 2014.

Affordable Care Act continued



New Health Insurance Marketplace Coverage Options and Your Health Coverage

Form Approved
OMB No. 1210-0149
(expires 11-30-2013)

PART A: General Information

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace.

What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.¹

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution—as well as your employee contribution to employer-offered coverage—is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

How Can I Get More Information?

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit HealthCare.gov for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

¹ An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

Affordable Care Act continued

PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer name Tender Hearts Senior care, LLC		4. Employer Identification Number (EIN) 38-3731866	
5. Employer address 2125 S Memorial Place, STE 3		6. Employer phone number 920-459-0791	
7. City Sheboygan	8. State Wisconsin	9. ZIP code 53081	
10. Who can we contact at this job? Todd Wittig			
11. Phone number (if different from above)		12. Email address todd@tenderheartsseniorecare.net	

You are not eligible for health insurance coverage through this employer. You and your family may be able to obtain health coverage through the Marketplace, with a new kind of tax credit that lowers your monthly premiums and with assistance for out-of-pocket costs.

Vacation Incentive Program

Consistent care is important to the overall experience of service our clients rely on. Attendance and turnover take away from the quality of the experience.

In an effort to maintain a quality experience and offer as an incentive to be a committed long term team member Tender Hearts offers the following Vacation Incentive Program.

Employees will earn Vacation Time based on the following criteria after their probation period has ended.

- Availability to work weekends
- Area of travel must be Sheboygan County

Vacation will accrue at a per regular hour worked ratio with a maximum of 40 hours per year.

Performance bonuses of Vacation may be given at the discretion of management team and approval of General Manager.

Employees who are under a probationary period are not eligible for vacation accrual.

Accrued vacation may not be used for excused or unexcused absences.

Accrued vacation must be scheduled by submitting a Request Off form within guidelines of requesting time off and allowed in a minimum of 4 hour increments.

Vacation hours are reset each new year on January 1.

Referrals Pay

Referrals are an important part of our growth and the highest form of recognition for the care that comes from the heart experience.

Referrals include care providers and clients. Employees who bring referrals are rewarded under the Referrals Pay Program.

Referral of Care provider

Employees who recruit and refer quality candidates to join our exceptional team are eligible for bonuses.

Bonuses will be paid out at the 6 and 12 month anniversary of any referred candidates who are hired.

\$250.00 will be paid out at 6 month anniversary date if referred employee averages 20 or more hours per week.

\$500.00 will be paid out at 6 month anniversary date if referred employee averages 35 or more hours per week.

\$250.00 will be paid out on 1 year anniversary date if referred employee averages 20 or more hours per week.

\$500.00 will be paid out on 1 year anniversary date if referred employee averages 35 or more hours per week.

Employee referral form must be filled out by employee and signed by General Manager or Member.

Bonuses will be issued at next payroll period following referred employees anniversary date of 6 and 12 months to employees still employed at Tender Hearts Senior Care.

Referral of Client

Employees who recruit and refer clients to enlist our services are eligible for bonuses.

Bonuses will be paid out at 2% of billable hours for the first 12 months of service provided.

Bonuses will be paid out at 6 and 12 months.

Client referral form must be filled out by employee and signed by General Manager or Member.

Bonuses will be issued at next payroll period after 6 and 12 month service dates to employees still employed at Tender Hearts Senior Care.

