



Compassionate and Reliable Nurses and Home Health Aides
973 - 467 - 8502
www.AquinasHC.com

Aquinas Healthcare's Employee Handbook

This CHCQ EMPLOYEE MANUAL© was developed by the Center for Home Care Quality, LLC and all rights are reserved. This EMPLOYEE MANUAL is for the use of Aquinas Healthcare, and no portion thereof may be reproduced or used in any manner whatsoever without the express written permission of the Center for Home Care Quality, LLC.

TABLE OF CONTENT

Table of Content	2
Welcome	4
Aquinas Healthcare	5
What you Need to Know about the Aquinas Healthcare:	6
Equal Employment Opportunity	6
Equal Pay Act	6
Harassment	7
Whistleblower Protection	8
Drug Free Workplace	9
Conditions of Employment:	10
Written Employment Application	10
References	11
In-Person Interview	11
Valid professional License of Certification	11
Eligible to Work in the U.S.	11
Criminal Background Check	11
Able to Perform Essential Functions of the Job	11
Mandated Health Requirements	12
Care giving Competency	12
Driver's License and Driving Record	12
Employment:	12
Workweek and Hours Worked	13
Travel Time	14
Recording Hours Worked	14
Compensation and Pay:	14
Wages	14
Overtime Pay	15
Live-in Pay	15
Paydays and Paychecks	15
Paycheck Deductions	16
Company Property	16
Personnel and Medical Records	17
Job Description	18
Orientation, Training and In-Service:	18
In-Service	18
General Employment Responsibilities We All Share:	19
Client Confidentiality/HIPAA	19
Protecting Company Information	20
Elder Abuse Reporting	20
Child Abuse Reporting	21
Fraud and Business Ethics	22

Performance Guidelines and Standards of Conduct:	23
Conflict of Interest	23
Company Property	23
Attendance and Punctuality	24
Safety and Emergency Procedures:	24
Life Threatening Emergency in the Home	25
Emergency Preparedness	25
Personal Safety	25
Inclement Weather and Emergency Closure	25
Smoking	26
Dress Code	26
Personal Property	27
Scheduling and Availability	27
Work Assignments	27
Daily Activity Sheets and Reporting Changes in Clients Status	28
Visitor Policy	29
Transportation	29
Performance Review	29
Standards of Conduct	30
Corrective Action	31
Employee Grievance	32
Separation form Employment	33
Benefits:	33
Social Security	33
Unemployment Compensation	34
Workers' Compensation	34
Family Medical Leave (federal)	34
New Jersey Family Leave	35
New Jersey Temporary Disability Benefits	36
Other Types of Leave	36
New Jersey Sick Leave	37
Appendix	39
Receipt of Employee Manual	50

WELCOME

Congratulations and welcome to the Aquinas Healthcare caring family. You have been selected to be a part of our team because we believe you have the skills, right values, and desire to help us earn the trust of the people we serve and provide outstanding care. We are sure that you will find giving an elderly or disabled person the one thing they want most – just another day at home, to be both professionally challenging and personally rewarding work.

Aquinas Healthcare wants you to be successful, feel good about your job, and enjoy your work. That is why we have prepared this **Employee Manual**. This manual contains useful information and general rules for your use and is intended as a guide. It is not an employment contract. The summarized policies and procedures outlined in this handbook are to help you understand what is expected of you. More detailed policies and procedures are available in the office. Also, we know you will perform at your best when you feel comfortable and confident that you are familiar these guidelines.

The information in this booklet is important to you, so please read this **Employee Manual** thoroughly, keep it with you, and refer to it often to help you make decision about your work here at Aquinas Healthcare. If there is anything that is not clear to you, or you have doubts about what is in this guidebook, please contact your supervisor or the office. We will be happy to answer your questions and help you understand your role and responsibilities.

In order for us to best serve our clients, there will be times when Aquinas Healthcare will need to revise, change, add or eliminate policies and procedures as described in this **Employee Manual**. Aquinas Healthcare retains the right, in its sole discretion, to make these decisions as needed and without providing you prior notice of the changes. No oral statements or representations can alter or modify the provisions of this **Employee Manual**, and no officer, employee or representative of the Company, other than the Chief Executive, is authorized to enter into any express or implied agreement.

Aquinas Healthcare

Brief Company description and history and Company Logo.

WHAT YOU NEED TO KNOW ABOUT AQUINAS HEALTHCARE

■ EQUAL EMPLOYMENT OPPORTUNITY

Aquinas Healthcare (Company) is committed to providing equal opportunities for all clients in the delivery of services, applicants for employment, and conditions of employment for employees. Employment and service delivery decisions are based upon the business needs and scope of practice of the Company, credentials, qualifications and abilities, without discrimination because of any legally prohibited basis including, but not limited to veteran or military status, race, color, creed, religion, sex or gender, national origin, age, physical or mental disability, medical condition, affectional or sexual orientation, marital or domestic partnership status, or any other characteristic protected by federal, state or local laws. The Company will not unlawfully discriminate based on any condition of employment including the recruiting and hiring, promotion, compensation, benefits, discipline, termination or any other employment actions.

The Company is committed to equal employment opportunity to all persons and prohibits unlawful discrimination and inappropriate conduct by any employee, and expects all employees to promote equal opportunity, to show respect and sensitivity toward all other employees, clients, and the people that the Company works with.

Aquinas Healthcare is also determined to providing reasonable accommodations for qualified individuals with disabilities in accordance with federal and/or state law. An employee seeking an accommodation must be able to perform the essential functions of the job without posing a threat to his or her own health, that of the clients or the health or safety of other employees. In general, it is your responsibility to notify the Company of the need for an accommodation. When appropriate, the Company may request your permission to obtain additional information regarding the functional limitations of your disability from your physician or other medical or rehabilitation professionals. Requested accommodations, which pose undue hardship upon Aquinas Healthcare will not be granted.

■ THE NEW JERSEY EQUAL PAY ACT

The Equal Pay Act amends the New Jersey Law Against Discrimination (“NJLAD”). The Equal Pay Act protects equal pay for all protected classes including sex, race, creed, color, national origin,

nationality, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, pregnancy, sex, gender identity or expression, disability or atypical hereditary cellular or blood trait of any individual, or liability for service in the armed forces.

Employers are prohibited from retaliating against any employee who discusses, discloses or requests information regarding any current or former employee's inclusion in a protected class, or regarding compensation rates, benefits, job category, job title, gender, race or ethnicity. Employers are also prohibited from retaliating against any such person who seeks legal advice from a lawyer or who contacts any governmental agency regarding any matter related to equal pay. It is also a violation of the law to require prospective employees to waive or otherwise agree not to make any such inquiry or request.

■ HARASSMENT

We want your work here at Aquinas Healthcare to be free of any harassment. It is therefore the policy of the Company to encourage a productive work environment that promotes a professional atmosphere and prohibits discriminatory practices. The Company expects that all relationships among employees in the workplace will be businesslike and free of discrimination and harassment, including harassing or offensive conduct or language based on race, color, national origin, religion, disability, pregnancy, age, military status or sex, verbal or physical conduct by any employee, client or clients family or other nonemployee that harasses, disrupts, or interferes with another's work performance or that creates an intimidating, offensive or hostile work environment.

Other sexually harassing or offensive conduct in the workplace, whether committed by supervisors, managers, nonsupervisory employees, or clients or their family is also prohibited.

This prohibited conduct includes:

- Unwanted physical contact or conduct of any kind, including sexual flirtations, touching, advances, propositions or unwelcome leering;
- Verbal harassment of a sexual nature, such as lewd comments, sexual jokes or references, and other personally offensive behavior;
- Demeaning, insulting, intimidating or sexually suggestive or insulting comments about an individual;

- Sexual epithets, jokes or written or verbal references to sexual conduct, one's sex life, or to an individual's body, sexual activity or sexual deficiencies or prowess;
- Discussing or inquiring about one's sexual experiences, sexual activities;
- The display and/or distribution in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects, pictures or photographs; and
- Demeaning, insulting, intimidating or sexually suggestive written, recorded or electronically transmitted messages (such as e-mail, instant messaging and Internet materials).

Any employee who believes that a supervisor's, manager's, other employee's, nonemployee's, or client's actions, words or conduct constitutes unwelcome harassment has a responsibility to report or complain about the situation as soon as possible. The report or complaint should be made to Chief Executive of the Company.

Early reporting and intervention has proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, we strongly urge Employees to promptly report their complaints or concerns so that rapid and constructive action can be taken. The Company will make every effort to stop alleged harassment before it becomes severe or pervasive but can do so only with the cooperation of its employees. Complaints of harassment will be investigated promptly and in as impartial and confidential a manner as possible. Employees are required to cooperate in any such investigation. A timely resolution of each complaint will be reached and communicated to the parties involved.

The Company prohibits any form of retaliation against any employee for bringing a bona fide complaint, or for providing information or for otherwise cooperating in any investigation conducted under this policy. However, any employee who raises a complaint under this policy in bad faith, or for the purpose of harassing another employee, or who repeatedly raises meritless complaints hereunder, will be subject to disciplinary action, and such disciplinary action will not be deemed retaliation under this policy.

Any employee who is found to have violated this policy will be subject to disciplinary action, up to and including discharge.

■ WHISTLEBLOWER PROTECTION

Because of the Aquinas Healthcare commitment to assuring ethical and lawful conduct in its workplace, we strive to provide for open discussion of its business practices and encourages its employees to immediately report any serious concerns they may have.

Aquinas Healthcare will not tolerate and expressly prohibits disciplinary, retaliatory or other adverse employment actions taken against any employees or others who, in good faith:

1. Disclose or threaten to disclose to a supervisor or public body an activity, policy or practice of the Company that they reasonably believe is in violation of the law, or rule or regulation promulgated pursuant to law;
2. Provide information to or testify before any public body conducting an investigation, hearing or inquiry into any violation of law, or rule or regulation promulgated pursuant to law, by the Company;
3. Provide information to any public body involving deception of, or misrepresentation to, any shareholder, investor, client, customer, employee, former employee, retiree or pensioner of the employer;
4. Provide information to any public body regarding any perceived criminal or fraudulent activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud the shareholder, investor, client, customer, employee, former employee, retiree or pensioner of the employer; or
5. Object to or refuse to participate in any activity, policy or practice that they reasonably believe to be in violation of law, or rule or regulation promulgated pursuant to law, to be fraudulent or criminal in nature, or incompatible with a clear mandate of public policy concerning the public health, safety or welfare. Any employee who retaliates against someone who has reported a suspected violation in good faith is subject to disciplinary action up to and including termination of employment.

■ DRUG FREE WORKPLACE

Aquinas Healthcare is committed to providing and maintaining a healthy and safe workplace free from drug misuse and alcohol abuse. Therefore, you are prohibited from the use, sale, dispensing, distribution, possession or manufacture of illegal drugs, controlled substances, narcotics or alcoholic beverages while on the Company's premises, operating a vehicle for work, performing

services in a client's home, during other assigned work on behalf of the Company or reporting to work. In addition, the Company prohibits off-premises abuse of alcohol and controlled substances, as well as the possession, use or sale of illegal drugs, when those activities adversely affect job performance, job safety or Aquinas Healthcare's reputation in the community.

Employees must, as a condition of employment, abide by the terms of this Policy and in addition report any conviction under a criminal drug statute for violations, occurring on or off Company premises or while conducting Company business, to the office within five (5) days of its occurrence. Noncompliance of this policy may have legal consequences and will result in disciplinary action, up to and including termination of employment.

Any Company employee, regardless of job position, who is reasonably suspected by management, in its sole discretion, of using alcohol or illegal drugs, of abusing controlled substances in the workplace, performing official duties, or reporting to work while under the influence of alcohol, illegal drugs or abused controlled substances, has consented to and may be required to undergo an alcohol and/or drug test. "Reasonable suspicion" exists when an employee exhibits patterns of behavior that suggest impairment from drug or alcohol use or when job performance or safety is affected.

Employees are encouraged to voluntarily request counseling or rehabilitation before their substance abuse leads to disciplinary or other work-related problems. As a condition of continuing employment, Aquinas Healthcare, in its sole discretion, can recommend employees enter a treatment program and abide by the recommendations and adhere to procedures and/or guidelines established by the treatment plan. Successful completion of the treatment program is a condition of continued employment and failure to do so, or any subsequent violation of this Policy by the employee will result in immediate discharge. Participation in approved treatment programs shall be at the expense of the employee.

■ CONDITIONS OF EMPLOYMENT

To be employed by Aquinas Healthcare you must:

1. Complete a Written Application

The employment application you completed is an essential part of our employment process. Intentional false or misleading statements made on this form will disqualify you from employment

or be grounds for dismissal if you are employed pending verification of other conditions of employment. Your completed employment application has become part of your personnel record.

2. Provide 2 Employment and 2 Personal References

Part of being conditionally hired, Aquinas Healthcare has confirmed your employment references and inquired about the dates of employment, positions, and reason for any termination of employment. Personal references, which cannot include family members or friends, were also be verified. These references have also become part of your personnel record.

Please note that under the N.J. Cullen Act Aquinas Healthcare is required to provide employment references and to report any substantiated improper patient care or other actions that negatively affect the health care professional's ability to treat clients and we will do so when requested.

3. Complete an In-Person Interview

Before you were hired you attended a personal interview. The Company has maintained documentation relating to the interview that includes the name and title of person who did the interview and the date.

4. Have a Valid Professional License or Certificate Where Appropriate

If your position requires a State license or certification you had to present proof of a valid license or certification before beginning work. You are responsible for renewing your licenses or certification when necessary and ensuring that all required licenses or certifications are kept current. An employee who fails to present or maintain a valid license will not be allowed to work.

Aquinas Healthcare shall annually verify the status of each certified caregiver or licensed professional. If the Company knows or has reason to know that your license or certification has been suspended, revoked or otherwise limited or restricted, the Company will directly terminate your employment and notify the client currently receiving services of the reason for termination.

5. Be Legally Eligible to Work in the United States (Immigration Reform and Control Act of 1986)

As part of the Company's application process you completed the federally mandated employment forms to determine if you are eligible to work in the United States. Intentional false or misleading statements will disqualify you from employment or be grounds for dismissal if you are employed pending verification of other conditions of employment. These forms are kept in a separate record.

6. Pass a Criminal Background Check

A clear criminal background check was necessary for you to receive your initial professional license of certification and again at renewal of the credentials. The Company requires a criminal background checks on all employees and will perform one on anyone who is not certified or licensed.

7. Be Physically Able to Perform the Essential Functions of the Job

As part of you receiving your certification and satisfying your health requirements to be hired, and your continued employment, you must be able to perform the essential function of the job. The

Job Description for your position outlines the essential function of your job and also a list of these essential functions is in the back of this manual.

8. Fulfill the State Mandated Health Requirements.

State and federal health requirements, which consist of at least a post-offer health examination including a documented history, a Mantoux tuberculin skin test, a rubella screening test, and a rubeola (measles) screening test (if born in 1957 or later). Any offer of employment and continue employment as a certified caregiver is contingent upon successful completion of these tests, and no person will be permitted to begin working as a certified caregiver until such time that these tests are completed and the employee is free of communicable disease. We are also required to offer you the Hepatitis B vaccine. These documents are kept in a separate file from your personnel record.

9. Adequately Demonstrate Your Care-Giving Competency

Prior to or during your first assignment you will be asked to demonstrate your clinical competency. For paraprofessionals this shall include direct observation of your performance of delegated personal care services skills, and/or a written or oral test of your skills and knowledge. This examination for staff providing personal care shall include a review of the body systems (muscular-skeletal, integument, gastrointestinal, urinary, cardiovascular, neurological, and endocrine). Clinical competency will be tested or assessed annually throughout the year and documented in your personnel file.

10. Driver's License & Driving Record

Employees who use their own motor vehicle for work will be required to consent to a driver's license check as a condition of employment. Employment is expressly contingent upon the results of the driver's license check, which must be acceptable to the Company and its insurer.

If you are authorized to use your personal vehicle for Company's business you must have and submit a valid and current New Jersey driver's license, insurance card and registration card. Employees are required to submit a copy of the updated driver's license, insurance card and registration card as these are renewed. You also must notify the office immediately if: (1) your automobile insurance lapses for any reason or if their driving privileges are revoked or suspended for any reason; (2) you are involved in an accident while operating a personal vehicle on the Company's business; or (3) they are issued a moving violation or summons while operating a personal vehicle on the Company's business.

Employees and passengers are required to wear a seat belt, refrain from using their cell phones while driving unless they have an approved hands-free device, and are also prohibited from texting, e-mailing or otherwise engaging in distracting conduct while driving. Employee are expected to comply with all laws and regulations governing the operation of motor vehicles and will be responsible for paying any and all fines and costs incurred as a result of any violations.

Any violation of the provisions of this section will result in corrective action, including termination.

■ EMPLOYMENT

You are an employee of Aquinas Healthcare and the clients we serve belong to Aquinas Healthcare. The Company is an “at-will” employer. This means that you or the Company may terminate your employment relationship at any time, for any reason, with or without cause or notice and nothing shall limit the Company or your right to terminate employment at-will.

As a direct care staff member your position is classified as a non-exempt, hourly employee with no guarantee of a minimum number of hours. Non-exempt refers to employees who are eligible for overtime after working more than forty hours (40) in a workweek. This classification does not in any way alter your status as “at-will” or create an expressed or implied contract of employment. Because our caseload constantly changes, Aquinas Healthcare cannot predict and does not in any way guarantee you actual number of hours on a daily or weekly basis.

■ WORK WEEK AND HOURS WORKED

The workweek at Aquinas Healthcare is the seven (7) consecutive days beginning 12:01 am on Sunday through midnight (12:00 am) Saturday. Our office hours are 8:00 a.m. to 4:30 p.m. Monday through Friday. An RN is available during regular business hours to respond to clinical questions regarding Client care. A staff member is on call after hours during the week and over the weekend, for emergency purposes only, and an RN can also be reached during these times, if necessary, to respond to clinical questions regarding Client care. We encourage you to call the office with any question or concern during normal business hours.

Hours Worked

As a direct care employee your hours will be determined by the needs of the clients we serve. Our service is available 7 days a week, 24 hours a day.

Hours worked are the authorized hours you are assigned and work in the home of the client as reflected on the Plan of Care or Service Plan, and other assigned hours when you are actively engaged in the Company’s work. Your schedule will include designated arrival and departure times, which are fixed by the Company with the consent of the client. Aquinas Healthcare must approve any change in scheduled hours or days or any variation from the tasks outlined in the

approved Plan of Care or Service Plan prior to the change. Please call the office before you make any change in your schedule, even if the client asks for the change.

Travel Time

Travel time to and from home at the beginning and/or end of the workday, or travel to and from home between client's visits, is not time worked. Reasonable travel time between assigned client's homes may be compensable as time worked depending on the circumstances of the travel and will be determined by your Supervisor and added to your hours worked each week. Time spent traveling to carry out the duties outlined on the plan of care or service plan, such as shopping, or accompanying the client to necessary appointments, is allowable travel time.

Recording Hours Worked

In order for the Company to pay you and for us to bill for services, you must accurately record your hours worked on the approved Company forms or electronically, and this includes any compensable travel time you may have during the day. This means you must record the time you arrived and the time you left the home. A caregiver who repeatedly fails to properly and accurately record their start and end times for an assignment or falsifies any time, which is considered fraud, will result in corrective action including termination.

■ COMPENSATION AND PAY

We know that wages are very important to you. Aquinas Healthcare, in its sole discretion, determines and sets the salaries and wages to be paid to all employees, and periodically reviews these salaries and wages in order to make adjustments as needed to meet changing market conditions.

Wages

Having accepted employment as a direct care staff member with Aquinas Healthcare you acknowledge and understand that your regular hourly rate is the minimum hourly wage as set by the State of New Jersey. You also understand that you will be paid an hourly rate in addition to your regular hourly rate that includes compensation for any incidental overtime resulting from authorized time worked in the client's home and travel time in order to meet the established minimum wage rate. You further understand that only authorized time scheduled and worked in the client's home over 40 hours in one week will be paid at one and a half times your regular hourly rate. No employee may be paid directly by a client for work performed on behalf of the Company.

Overtime Pay

From time to time, it may be necessary for you to perform overtime work. Your supervisor must approve all overtime in advance of working those hours. Overtime is paid for only the time worked over forty hours (40) in any workweek at the rate of one-and-one-half times your regular hourly rate. Please remember that your supervisor must preapprove the overtime prior to working overtime hours.

Any employee that performs unapproved overtime may be subject to disciplinary action, up to and including termination of employment.

Live-in Pay

For each live-in day of service, you will be scheduled for authorized work hours, sleep hours, and personal time off. As a Live-in employee you must adhere to this schedule. The scheduled authorized work hours will be paid at a regular hourly rate equal to the current state minimum wage. All scheduled authorized work hours in excess of 40 in a given workweek will be paid at one-and-one-half times this regular hourly rate. If as a live-in employee you are asked by the client or a family member to work a different schedule, you must immediately notify the office and speak with a supervisor to explain the request before the change is made. Failure to do so may result in disciplinary action, up to and including termination.

Live-in employees are required to keep track of the actual total hours worked on a daily basis using the Company's weekly timesheets. Signed and dated timesheets must be turned in to the office each week.

Paydays and Paychecks

There are 26 paydays a year. That means you will be paid once every other week.

Paychecks are only issued to you the employee. They are available for pick-up in the office every other Friday. Your paycheck will NOT be mailed to your home! We will only mail pay stubs so please make sure we have your current address. Direct deposit is available to you and we strongly encouraged to sign-up for direct deposit as a way for you to receive your earnings quicker and to prevent lost or stolen paychecks. Paychecks will be deposited directly into a bank of your choice. You must give a voided check to Aquinas Healthcare in order to have your paycheck directly deposited.

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, please notify the office immediately. We will take the necessary steps to research the problem and to ensure that any necessary correction is made properly and promptly.

Paycheck Deductions

As an employee of the Company we are required by law to make certain deductions from your paycheck each pay period. Such deductions typically include federal and state employment and income taxes and other withholdings required by law or elected by you. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your IRS Form W-2, Wage and Tax Statement.

The amount of the deductions will depend on your earnings, as well as the information you furnished us on your W-4 form regarding the number of dependents/exemptions you claim.

To assure accuracy with regard to pay, deductions, benefits and other matters, you are responsible for immediately notifying the Company of any changes in your personal data such as your name, personal mailing addresses, telephone numbers, number and names of dependents, changes in beneficiaries, and/or changes in the name and telephone number of individuals to be contacted in

the event of an emergency. These changes are to ensure proper credit for tax purposes and that we have your most recent contact information.

■ COMPANY PROPERTY

You will be issued this Employee Manual, an ID badge, and various other materials for use during your employment. At the conclusion of your employment, you are responsible for returning any Company property before you receive your final paycheck, including the ID badge, Employee Manual, Company paperwork and forms, and other items issued to you for your work. If we do not receive this Company property before your final paycheck is issued, the cost of this Company property will be deducted from your final paycheck.

■ PERSONNEL AND MEDICAL RECORDS

Aquinas Healthcare will maintain a confidential, personnel folder for you while you are employed by the Company. It includes your employment application, resume, license or certification, work and personal references, wage and salary information, tax forms, written performance evaluations, notices of commendation, corrective actions, employment history, and other pertinent documents relating you your employment and performance. The Company will maintain a separate confidential folder for eligible to work forms and another medical record for certified caregivers, which shall include a health attestation form, summarizing the dates of all health requirements. These medical records shall be kept securely locked. Separate folders may also be maintained as otherwise deemed necessary and appropriate by the Company, or as otherwise required by law. Only supervisory and management personnel will be provided access to personnel and medical records on a need-to-know basis.

Your personnel file or other employee records are the property of Aquinas Healthcare and may not be removed from the Company's premises. Upon a request and when time permits, you may review your personnel files by scheduling an appointment to do so with the office. Reviewing your personnel files must be done in the presence of a member of the office staff, and you are strictly prohibited from removing documents from your personnel files, copying the contents of such files, or otherwise marking or editing documents contained in such files. You may have a copy of your personnel file by requesting the copy in writing and paying for the cost of the copy. If you believe that any information contained in your file is incomplete or in error, you may submit a

written request for correction of the information or may submit a separate, written statement of disagreement for placement in your personnel file.

Aquinas Healthcare reserves the right to prohibit employees from accessing documents maintained by the Company related to the investigation of criminal offenses, letters of reference, documents developed or prepared for use in civil, criminal or grievance procedures, materials used by the Company to plan for future operations and/or such other information or records as permitted or required by law.

Any request from outside the Company for your personnel information must be referred to the office and will not be released without your written consent.

■ **JOB DESCRIPTION**

A Job Description has been prepared for your position, which you can find in the back of this manual. It contains the job title, general position description, qualifications, essential functions and responsibilities, other duties, working conditions, and supervision. It is meant to be a guide and not a detailed description of the duties and responsibilities of the job.

Aquinas Healthcare retains the right, in its sole discretion, to make changes in the Job Description as needed and without providing you prior notice of the changes.

■ **ORIENTATION, TRAINING and IN-SERVICE**

As a new team member, you are provided with an orientation program that will last for the first three months of employment. This is designed to give you the experience you need to function as an effectively caregiver. It is also a time for you to become familiar with the policies and procedures here at Aquinas Healthcare, understand what is expected of you, for you to determine if home care is the right kind of work for you, and for the Company to assess your skills, abilities and fit. Before you are assigned to a case you will have time in the office to not only review this **Employee Manual** with a supervisor but obtain other important information and training to help you understand what home care is about and demonstrate and learn skills that you will need to be successful.

If you are to provide personal care service, you must be a Certified Home Health Aide (CHHA). Your duties as a CHHA can only be carried out through employment with a home care Company and under the supervision of a Registered Nurse. If you are not a CHHA you cannot provide personal care, and you must refuse to do so if asked.

In-Service

All Direct Care staff members are required to complete certain in-service education hours each year. If you are a Certified Home Health Aide, you must make sure to obtain the required amount of in-service training in order to keep your certification. Certified caregivers that are non-compliant will be notified of make-up programs available and the deadline to achieve compliance. Failure to correct non-compliance by the deadline will result in corrective action, up to and including termination of employment.

Aquinas Healthcare may from time to time provide in-service programs. Attendance is voluntary and you are free to attend other outside programs and/or seminars that will enable you to meet in-service requirements. Please remember to bring the documentation from the outside training with you so we can properly credit you with the hours.

GENERAL EMPLOYMENT RESPONSIBILITIES WE ALL SHARE

As an employee of Aquinas Healthcare, we all share the following responsibilities.

■ CLIENT CONFIDENTIALITY/HIPAA

Based on the services that we provide and the law governing the protection of client information, you must maintain confidentiality and protection of personal and medical information of the clients in our care by adhering to the guidelines of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

HIPAA is federal law that applies to health plans and health care providers like Aquinas Healthcare. The HIPAA legislation is complex and has many components. The areas of legislation that are major focus for the Company include:

- Privacy- Provides rules in regard to how an individual's health information may be used and disclosed; and
- Security- requires specific security measures to be in place to protect an individual's health information that is sent or stored electronically.

Aquinas Healthcare will provide you with an overview of HIPAA during new employee orientation. **Violations of HIPAA are extremely serious and will result in disciplinary action up to and including termination.**

What does this mean for you? You are not to disclose a Client's name, address (street, city, state, zip), telephone number or fax number, email address, Social Security number, medical or health history, diagnosis, the reason for service, and photographic images or speak with anyone about the client who does not have authorization under HIPAA to know this information. Please do not talk about one client to another client or talk about clients in public.

The Company may discuss the client's service needs with you and other employees who provide services or have a need to know. The office staff will give the health information you need to provide the highest quality service to your clients. In some cases, you may learn about additional health conditions while a client is in your care. Contact the office if you discover a condition or a client's condition worsens.

You may use or disclose client information in the event of a medical emergency when the release of confidential information will benefit professionals providing service or care, or when situations of abuse, neglect and domestic violence are identified, and are required by law to be reported.

■ PROTECTING COMPANY INFORMATION

As an employee of Aquinas Healthcare, you may, from time to time, be placed in a position of trust and confidence with regard to the Company's confidential and proprietary business information. This confidential information includes, but is not limited to business, financial, marketing, legal and accounting methods, policies, plans, procedures, strategies and techniques, contacts, computer records, computer software, mailing, telephone and clients, and all information concerning finances, markets, sales, pricing, and personnel information.

During the course of your employment with the Aquinas Healthcare, and at all times thereafter, you may not, except as necessary in the performance of your work for the Company, use, disclose, or cause to be used or disclosed, any Confidential Information of the Company without prior written consent of the Chief Executive of Aquinas Healthcare. All Confidential Information shall remain the sole property of the Company. All originals and all copies thereof shall be delivered to the Company immediately upon the date you cease employment with the Company.

■ ELDER ABUSE REPORTING

The New Jersey Adult Protective Services law provides for the reporting of elder abuse. As a home care worker, you are responsible for reporting elder abuse. If you have directly obtained information in the course of your visit to the home of clients or have reasonable cause to suspect or believe that an elderly person is being or has been abused or exploited, you shall immediately report such information to the Aquinas Healthcare office. The report you make is confidential and your name will not be shared with anyone.

Elder abuse is defined as 1) *intentionally* inflicting “physical pain, injury or mental anguish” to the elderly person; 2) *intentionally* withholding services necessary to ensure the elder person’s mental and physical health; or 3) unreasonably confining the elderly person. For the first two categories above, the actions must be intentional, not accidental. Exploitation is “the act or process of using a person’s resources for another person’s profit or advantage without legal entitlement to do so.

■ CHILD ABUSE REPORTING

In New Jersey, if you have reasonable cause to believe that a child has been subjected to abuse, neglect or abandonment you are required by law to immediately report this information to the State Central Registry (SCR) at **1-877 NJ ABUSE (1-877-652-2873)**. The report you make will be anonymous. If the child is in immediate danger, call 911 then the SCR number above. Once you have made the report, call Aquinas Healthcare and speak with your supervisor. Any person who, in good faith, makes a report of child abuse or neglect or testifies in a child abuse hearing resulting from such a report is immune from any criminal or civil liability as a result of such action. Any person who knowingly fails to report suspected abuse or neglect according to the law or to comply with the provisions of the law is a disorderly person.

"Abused child" means a child under the age of 18 years whose parent, guardian, or other person having his custody and control:

- Inflicts or allows to be inflicted upon such child physical injury by other than accidental means which causes or creates a substantial risk of death, or serious or protracted disfigurement, or protracted impairment of physical or emotional health or protracted loss or impairment of the function of any bodily organ;
- Creates or allows to be created a substantial or ongoing risk of physical injury to such child by other than accidental means which would be likely to cause death or serious or protracted disfigurement, or protracted loss or impairment of the function of any bodily organ; or
- Commits or allows to be committed an act of sexual abuse against the child;
 - Or a child whose physical, mental, or emotional condition has been impaired or is in imminent danger of becoming impaired as the result of the failure of his parent or guardian, or such other person having his custody and control, to exercise a minimum degree of care (1) in supplying the child with adequate food, clothing, shelter, education, medical or surgical care though financially able to do so or though offered financial or other reasonable means to do so, or (2) in providing the child with proper supervision or guardianship, by unreasonably inflicting or allowing to be inflicted harm, or substantial risk thereof, including the infliction of excessive corporal punishment or using excessive physical restraint under circumstances which do not indicate that the child's behavior is harmful to himself, others or property; or by any act of a similarly serious nature requiring the aid of the court;
 - Or a child who has been willfully abandoned by his parent or guardian, or such other person having his custody and control;

FRAUD AND BUSINESS ETHICS

Aquinas Healthcare is commitment to the highest level of integrity and ethical standards in relation to business practices and direct service to the people and communities we serve. Therefore, it is the policy of Aquinas Healthcare to deliver service and conduct its business in compliance with all applicable laws, regulations, ethical standards and sound business principles, and have established mechanisms to prevent and detect fraud, ensure conformity with laws, regulations, program requirements and guidelines, and ethical business practices by its employees.

Should you at any time observe another staff member doing anything illegal, fraudulent or be asked by a client or another staff member to do something you believe to be fraudulent, contrary to the law or be unethical, please call the office and ask to speak with the Chief Executive.

For purposes of this policy, misconduct and dishonesty include but are not limited to:

- Theft or other misappropriation of assets, including assets of the Company, our customers, suppliers or others with whom we have a business relationship
- Misstatements and other irregularities in Company records, including the intentional misstatement of the results of operations and reporting time worked
- Wrongdoing
- Forgery or other alteration of documents
- Fraud and other unlawful acts including signing false records
- Any similar acts

Aquinas Healthcare specifically prohibits these and any other illegal and inappropriate activities in the actions of all its employees.

It is your responsibility to immediately report suspected misconduct or dishonesty to your supervisor. Managers, when made aware of such potential acts by subordinates, must immediately report such acts to the Chief Executive. Any reprisal against any employee or other reporting individual because that individual, in good faith, reported a violation is strictly forbidden.

PERFORMANCE GUIDELINES AND STANDARDS OF CONDUCT

The following guidelines and standards are things we have learned over the years to help make your job here at Aquinas Healthcare trouble free and successful. These are common sense rules and easy to follow. Please read through each one. If there is anything that is not clear to you, or you have doubts about what is expected of you, please contact your supervisor or the office. We will be happy to answer your questions and help you understand your role and responsibilities.

■ CONFLICT OF INTEREST

Because Aquinas Healthcare mission is important to the trust of the client, you are not to receive compensation, or derive any financial profit or gain directly or indirectly, through outside relationships, that present such a conflict of interest and would call in to question the objectivity,

loyalty of the client or the reputation of the Company. This means you are not to solicit work on a private basis from Aquinas Healthcare clients. To do so puts your employment with the Company in jeopardy. Your certification requires you to work for a home care Company under the supervision of a nurse. This means working privately for clients violates the law and you can lose your certification and your job here at the Company. Moreover, working on a private basis means workers and unemployment compensation and liability insurance do not cover you, and you are not protected under the OSHA and EEOC rules, wage and hour regulations and you will have to pay the entire amount of social security and all of your taxes on your own.

■ COMPANY PROPERTY

You will be issued an ID badge, forms and paperwork including this manual, and other various equipment, materials and supplies for use during your employment. At the conclusion of your employment, you are responsible for returning any Company property before you receive your final paycheck. You are required to reimburse the Company for any materials not returned through a payroll deduction on your final paycheck.

No item purchased or supplied by the Company should ever be removed from Company premises or from your client's location without express authorization of your supervisor. This applies to all Company property, equipment, and supplies. Property theft of any type will not be tolerated by the Company and will result in disciplinary action up to and including immediate dismissal. In addition, you may be subject to prosecution.

■ ATTENDANCE/PUNCTUALITY

Our clients depend on us to maintain their quality of living, and in some cases their well-being is dependent on the caregiver being there as scheduled and on-time. It is important that you make every reasonable effort to report to your assignment on or before the scheduled time. Consideration should be given to weather and traffic conditions, as well as the familiarity of the client's location. Excessive absenteeism or tardiness may result in corrective action up to and including suspension and/or dismissal.

If for some reason you are unable to report to your scheduled assignment on-time, you must call the office as soon as possible, but no later than two (2) hours before the start of the scheduled

visit. It is important that you provide the office with enough notice so we can fulfill our responsibility of providing care to the client by finding a replacement if necessary. If the office is not yet open, you must leave a message, and immediately call the client about your delay.

If you are absent without notifying the office and did not show-up for your scheduled assignment (no call, no show) and did not receive approval for the time off, you will be considered to have abandoned the client. If you are absent without calling for three (3) consecutive days, we will have deemed you to have voluntarily resigned from your employment with the Company.

■ SAFETY and EMERGENCY PROCEDURES

Safety while providing care

Aquinas Healthcare wants to make sure your work is safe and that the safety of the clients we serve is of the utmost importance. We expect you to always use the correct safety procedures and skills you learned when providing care. As a team member, we also want you to remind your co-work about safety. Proper body mechanics when providing care and following instructions when using equipment, household products, or cleaning supplies will help keep you and the client safe and reduce the risk of injury.

Life Threatening Emergency in the home

In accordance with Danielle's Law, you are to call 911 in life threatening emergencies. As defined in the law, "life-threatening emergency means a situation in which a prudent person could reasonably believe that immediate intervention is necessary to protect the life of a person receiving services or to protect the lives of other persons in the home from an immediate threat or actual occurrence of a potentially fatal injury, impairment to bodily functions or dysfunction of a bodily organ or part." Failure to call 911 in a life-threatening emergency includes monetary fines and even revocation of your certification or professional license. (See Danielle's Law in the back of this manual). Make sure you call the office after you call 911 to let us know what is going on in the home.

Emergency Preparedness

The Company has established an emergency preparedness plan in the case of a natural disaster or other act that results in an area wide emergency. Basically, you need to call the office for

instructions before you do anything. Do not leave the client until you have checked with the office. Sometimes the best thing to do is stay where you are until it is safe to go outside, and please always follow the directions of the authorities.

Personal Safety

Your personal safety is also our concern. Make sure you continually use your seatbelt and drive your car responsibly, always obeying the law. Be particularly careful while driving and walking during bad weather. If you are taking public transportation be careful getting on and off buses. While waiting look around and be aware of your surroundings and wait with other people if possible. Keep your purse tucked under your arm. Walk with other people or on the busy side of the street, and where lighted if after dark. If you are confronted, don't risk injury, give the person what they want.

Inclement Weather & Emergency Closures

Due to the nature of our business, it is imperative that you make every reasonable effort to work your scheduled visits in the event of inclement weather. It would be more preferable to move your start time back by an hour or two rather than have you lose the entire day's pay and disappoint the client or cancel your assignment. Please call the office to let us know your plans.

That being said, please understand that Aquinas Healthcare does not expect you to take unnecessary risks. If the weather is severe enough to prevent you from working, call the office immediately, or the emergency phone number outside of business hours to inform us of your cancellation. Do not make plans directly with the client without contacting us first. Also, make sure that the Company has your up-to-date personal contact information at all times. Remember that you are not paid for assignments not worked, even due to bad weather.

■ SMOKING

Aquinas Healthcare is a smoke free provider and views smoking as a health risk and a fire hazard. Therefore, you are prohibited from smoking during working hours, in the client's home and/or while in the office. You are not allowed to smoke in or about a client's home or residence and are also prohibited from smoking at any time during your visit even if the client says it is okay. Violating this policy is grounds for disciplinary action up to and including dismissal.

■ DRESS CODE

Clients tell us your appearance is important by giving them confidence in your ability to care for them. Please remember you represent Aquinas Healthcare. We therefore expect you to maintain a neat, professional appearance at all times and to dress in attire appropriate to your position and job duties. Our uniform shirt is required in Assisted Living facilities. Scrubs may be worn in the home or in clinical care settings. Overly tight or provocative attire, recreational clothing, torn clothing or similar wear is not considered appropriate for work and is prohibited. Clients may have a sensitivity to perfumes, colognes and other scented products, so please use such products sparingly. Wear comfortable shoe that give you a good foundation. Slippers or loose-fitting shoes present a safety hazard.

To the extent that you have has a bona fide religious, medical or other substantial need for relaxation or exception to approved appearance standards, you should address the matter with their supervisor.

■ PERSONAL PROPERTY

Aquinas Healthcare is not responsible for the loss or damage to your personal property or vehicles. This means your valuable personal items, such as purses, jewelry, excessive money and all other valuables should be left at home or locked in the trunk of your car and not taken into the client's home. Please keep you cell phone on you while in the home. Be careful where you lay down your things.

■ SCHEDULING AND AVAILABILITY

Our clients depend and rely on us to provide the care they have asked for. It is your responsibility to tell Aquinas Healthcare about your availability to work. We will contact you regarding clients based on the most current information we have on file for you. However, we strongly suggest you call the office regularly to let us know when you are available for work. Any changes to your available days, times and preferred duties, should be called in to the office when the change occurs.

Because of the nature of our business, the Company cannot guarantee you any number of hours. There may be times when no work is available. During those times, you are required to contact the office at least once every 15 days following the date of your last assignment. We understand that you may not be able to take every assignment we contact you about. However, if during any 15-day period, you refuse suitable work three or more times, the Company will place you on inactive status. If you do not call for and accept an assignment within 15-days of being placed on inactive status, the Company will assume you have voluntarily resigned your position.

■ WORK ASSIGNMENTS

Aquinas Healthcare reserves the right to assign you to a client based on availability, reliability, clinical competency and compatibility. The Company goes to great efforts to properly match the caregiver to the client based upon these characteristics.

Prior to assigning a certified caregiver to perform personal care services for a client, the Nursing Supervisor will assess the needs of the client and the skills/competency of the certified caregiver to assure that the caregiver's skills/competency match the level of care required for the client. Caregivers that are not certified as a home health aide will not be assigned to perform personal care services and must refuse to perform such services if requested by a client or the Company.

When serving any client, the assignment is considered temporary. Situations may arise that results in discharge of a client or a change in your schedule, which can adversely affect the number of work hours available for you to work. Therefore, the Company does not guarantee a specific number of hours worked for you, and the Company reserves the right to relocate you and change your assignments in its sole discretion.

Every attempt will be made to find a new assignment for you when a current assignment is finished. You are expected to help make a smooth service transfer to the new assignment. Otherwise, this situation could result in loss of work for another caregiver, a loss of our much-needed service for the client, and a loss of income for the business. If you are placed on an assignment as a fill-in, you are expected to work cooperatively with the Company and the client during such a transition until such time that a replacement is found.

All assignments are made through the office without exception. If you need to alter your schedule, you must notify the office. If a client requests a schedule change, you must immediately notify your supervisor and inform the client that he or she must contact the office directly.

Prior to commencing work with a new client, you will be briefed by the Supervisor about the Plan of Care or Service Plan and the services the client needs. If you have concerns about the activities required or anything contained on these Plans, you must inform the Supervisor immediately.

■ DAILY ACTIVITY RECORD and REPORTING CHANGES IN CLIENT STATUS

You are required to complete the Daily Activity Record at the end of each visit to a client's home. It is intended to document the tasks you performed during the visit according to the Care Plan or Service Plan, the tasks that were not performed as outlined on the Care Plan or Service Plan and communicate any changes in the client's condition. The client must sign this form at the end of each visit whenever possible.

Part of your duties is to maintain an attitude of caring, consideration and personal interest in each client that they serve. You are required to immediately report to the Nursing Supervisor or the office any client problems or concerns you encounter, any change in a client's physical, mental or emotional state, or changes in the client's living arrangements, or other situations of conditions as directed by the nurse as a result of your visits to the client's home. This is important to making sure that the care you provide continues to meet the needs of the client.

■ VISITOR POLICY

It is a violation of the client's confidentiality and Company policy to bring, invite or permit your children, family members, friends, any other person or pets to enter a client's home or residence. Under absolutely no circumstances will a family member, child, or friend or acquaintance of yours be permitted or allowed to live in a client's home or residence. Moreover, you are placed in the client's home to provide care to them and having visitors or taking children on an assignment is a distraction that interferes with your ability to complete the assigned work. Violation of this policy is grounds for termination.

■ TRANSPORTATION

If you drive your automobile during a scheduled work assignment you will be reimbursed for each authorized mile you drive during the course of visit. You must accurately document your mileage and report it when you report the hours for that visit. You may not provide transportation for anyone other than the client, including the client's spouse, children, grandchildren, friends, etc. unless approved by Aquinas Healthcare as part of the plan of care or service plan.

■ PERFORMANCE REVIEW

Assessing your overall job performance is important to assuring that Aquinas Healthcare provides the best possible service to our clients and enables us to help you to be successful in your employment with the Aquinas Healthcare. Performance review is an ongoing process and performance issues are dealt with when they occur. But at least once a year the Company will complete a written performance review to be shared with you. We take many things into account in assessing your overall performance including attendance, punctuality, dependability, attitude, interaction with co-workers, judgment, job knowledge and compliance with the Company's policies and procedures.

Your performance review is not intended to alter the at-will employment status, or that of the Company.

■ STANDARDS OF CONDUCT

It is your responsibility to be reliable, dependable, caring, and to comply with the Company's standards of conduct and performance. Employees are expected at all times to conduct themselves in a professional and responsible manner that promotes the best image and interests of Aquinas Healthcare and does not interfere with operations and the delivery of service, discredits the Company, or is offensive to clients or coworkers. Every employee has an obligation to observe and follow the Company's policy guidelines and to maintain proper standards of conduct at all times. Employee conduct that is not in the best interest of the Company; discredits the service we provide or willfully disregards the established standards, rules and guidelines of the Company will not be tolerated. Following are some simple rules that will help guide you conduct as an employee of Aquinas Healthcare. They are good common sense and easy to follow.

- You must report or disclose to Aquinas Healthcare within one (1) business day if you are arrested, indicted or convicted of any crime;

- Treat all clients, visitors and coworkers with respect and courtesy;
- Do not give your personal information to the client or their family;
- Refrain from behavior or conduct that is offensive or undesirable, or which is contrary to the Company's best interests;
- Do not accept money, loans or gifts from clients or their family members. If the client wishes to give you a gift. You must report this situation to the office;
- Do not discuss your religious or political beliefs with clients;
- Report to your supervisor suspicious, unethical or illegal conduct by coworkers, clients or vendors;
- Report immediately to your supervisor any threatening or potentially violent behavior by clients and their family and coworkers or unsafe situation or condition;
- Comply with all of the Company's safety, security and confidentiality requirements;
- Wear appropriate clothing;
- Perform assigned tasks safely and efficiently and in accord with established quality standards;
- Report to work punctually;
- Keep accurate records and submitting them on time;
- Give proper advance notice whenever you are unable to work or report on time;
- Maintain personal cleanliness and good hygiene.

The following conduct is prohibited and is not intended to be all-inclusive. Any employee engaged in this conduct will be subject to corrective action, up to and including discharge:

1. Engaging in or threatening acts of workplace violence, including possession of firearms or other weapons, fighting or assaulting a coworker or client, or threatening or intimidating a coworker or client;
2. Engaging in any form of sexual or other harassment;
3. Reporting to work under the influence of alcohol or illegal drugs or narcotics, or using, selling dispensing or possessing illegal drugs, alcohol or narcotics;
4. Disclosing client or Company confidential information;
5. Falsifying or altering any Company record or report, such as an employment application, medical reports, time records, daily activity sheets, or expense reports;
6. Stealing, destroying, defacing or misusing Company property or the property of a coworker or client;
7. Solicit money, gifts or loans from a client, their family and/or vendors or receive such money or gifts;
8. Misusing the Company's electronic communication systems, including e-mail, computers, internet access, telephones and faxes;
9. Refusing to follow instructions or being insubordinate;
10. Smoking during prohibited times and/or in prohibited areas;
11. Using profanity, threatening or abusive language towards clients, their family and other coworkers;
12. Excessive tardiness or absenteeism;
13. Failing to notify the Company about a work assignment you accepted and then fails to show-up for;

14. Any act of misconduct by the employee including, but not limited to, any act of dishonesty or moral turpitude, which is deemed, in the sole discretion of the Company, not to be in the Company's best interests, and/or which reflects poorly upon the integrity and business reputation of Aquinas Healthcare.

At Aquinas Healthcare discretion, any violation of the Company's policies or any conduct considered inappropriate or unsatisfactory would subject the employee to corrective action. The Company retains the right to administer corrective action in any manner that it sees fit. This policy is not intended to modify the status of employees as at-will or in any way restrict the Company's right to bypass the suggested corrective action procedures or create an employment contract.

■ CORRECTIVE ACTION POLICY

The goal of the Company's corrective actions is to provide employees with notice of any deficiencies in behavior and/or performance when the incident occurs, thus giving the employee an opportunity to improve immediately. Aquinas Healthcare endorses a non-progressive corrective action procedure. This means that any of the following actions can be taken independently of the other as the behavior warrants, giving the Company the right to administer corrective action in any manner that it deems appropriate under the circumstances.

The actions that can be taken in response to fraudulent or illegal behavior, inappropriate or poor performance are as follows:

- **VERBAL WARNING.** The supervisor will meet with the employee and discuss the nature of the problem and the necessary corrective action needed to resolve the issue. The supervisor will place a written note in the employee's personnel record as to the time and date of the meeting and the participants;
- **WRITTEN WARNING.** The supervisor and employee will meet and discuss the performance issue. A written reprimand that specifies the violation of the Company's standards of behavior or performance, identifies the action necessary to correct the issue and warns the employee that any future infraction will result in more severe discipline, including probationary status. A copy of the written warning will be placed in the employee's personnel folder;

- **SUSPENSION or PLACED ON INACTIVE STATUS.** This is an action, which temporarily suspends the employee from work due to violations of the Company's standards of behavior or performance. A copy of the written record of this action will be placed in the employee's personnel folder;
- **TERMINATION.** A written notice that specifies the violation(s) of the Company's standards of behavior or performance, severity of the occurrences, summarization the actions taken and the justification for the discharge will be placed in the employee's personnel record. Immediate discharge will be justified, but not limited to an employee who repeatedly fails to notify the Company about a work assignment he or she fails to show-up for after accepting the assignment, abandonment of an assignment, theft, fraud, any behavior that is harmful to or jeopardizes the safety of the client or coworkers, or misconduct outlined in Standards of Conduct that is not in the best interest of the Company, or discredits the service we provide or willfully disregards the established standards, rules and guidelines of the Company.

■EMPLOYEE GRIEVANCE PROCEDURE

We want you to first try and resolve any issues with your supervisor. If for some reason you are not satisfied with the results, you may ask the Chief Executive of the Company to help with this situation. You must first write your complaint down and forward it to the Company's Chief Executive. They will contact you within five (5) business days to speak with you about your complaint. The Chief Executive will have ten (10) business days to respond, in writing, to your grievance. The Chief Executive's decision is final.

■SEPARATION OF EMPLOYMENT

Aquinas Healthcare hopes that our relationships with you will be long-term and mutually rewarding. Should you decide to leave our employment we request that you provide us a written two (2) weeks' notice of your intent to resign. This written notice is necessary to provide us enough time to find a replacement for your position, to remain in good standing with Aquinas Healthcare and be eligible for re-hire by the Company.

Additionally, all employees separating from employment with the Company will have a brief exit interview prior to their leaving. Make sure you also notify the Company of your current address and phone number. All property belonging to the Company's, including forms, ID badge and this Employee Handbook, and any property belonging to clients must be returned to the Company upon separation from employment.

BENEFITS

Aquinas Healthcare wants you to know that we value your work and there are certain benefits to working here at the Company. They are important to you and your future and to the Company as an employer.

■ SOCIAL SECURITY

Social Security is a government benefit dedicated to three general groups of people: retirees, families of disabled or deceased workers, and people with disabilities, which provides income for these groups of people.

On your paycheck stub, you've probably noticed an earnings deduction going to something called FICA. This is the Federal Insurance Contributions Act tax, and it's what funds Social Security. Your money goes into a social security fund and earns interest the same way you might save your extra money at a bank. When it's time for you to retire, your benefits will come from the same funds. Working for Aquinas Healthcare means you are earning credits towards future Social Security benefits. The money withheld from your paycheck for this benefit is matched by the Company and is a benefit as a result of your employment with the Company.

■ UNEMPLOYMENT COMPENSATION

As an employee of Aquinas Healthcare, you are covered by unemployment benefits. Unemployment insurance provides employees, whose jobs have been terminated through no fault of their own, monetary payments for a given period of time or until they find a new job. Unemployment payments are intended to provide an unemployed worker time to find a new job.

■ WORKERS' COMPENSATION

You are covered for any work-related illness or injury by the Company's Workers' Compensation insurance policy, which provides medical, rehabilitation and wage-replacement benefits to employees who sustain work-related injuries, accidents or illnesses, in accordance with applicable law. If you are injured on the job, you must report the incident immediately to the office and in any event no later than twenty-four (24) hours following the event. The Company will then assist you in making the necessary arrangements for treatment, completing a required incident report, providing a claim form, and assisting you in seeking benefits under the Company's Worker's Compensation insurance plan.

Failure to promptly and accurately report an injury could jeopardize your claim and result in the disallowance of benefits, according to applicable state law. Further, employees who obtain medical assistance without advance authorization from the Company for any work-related accident or injury may be disqualified from benefits on that basis, in accordance with applicable state law.

■ **FEDERAL FAMILY AND MEDICAL LEAVE ACT (FMLA)**

Under the FMLA, eligible employees may take up to 12 weeks of unpaid family/medical leave within a 12-month period and, with certain exceptions, must be reinstated to the same or an equivalent position upon their return to work. The 12-month period is a rolling period measured backward from the date an employee requests FMLA leave, except for FMLA leave to care for a covered service member with a serious illness or injury, which is measured forward from the date an employee first takes that type of leave.

To be eligible for FMLA leave, you must have worked for the Company for at least 12 months and for at least 1,250 hours in the past 12 months. Paid leave and holidays are not counted as time worked for purposes of eligibility for FMLA leave.

Eligible employees may take FMLA leave for any of the following reasons:

- The birth of a child and to care for such child; or the placement of a child with you for adoption or foster care, and in order to care for the newly placed son or daughter. FMLA leave for the birth and/or care of a newborn child or the placement of a child for adoption or foster care, and care of the newly placed child, must be completed within one year of the date of birth or the placement of the child; or

- To care for a spouse, child, or parent (“covered relations”) with a serious health condition; or,
- Your own serious health condition that renders you unable to perform an essential function of your position. If you are requesting leave because of your own or covered relation’s serious health condition, the appropriate health care provider must supply a medical certification

If fail to return to work at the end of your FMLA leave you will lose your right to be reinstated.

If your need for FMLA leave is foreseeable, you must give 30 days’ prior written notice. If this is not possible, you must give the Company notice as soon as is practicable. Failure to provide such notice may be grounds for delaying the start of your FMLA leave. If you need FMLA leave because of a planned medical treatment, attempt to schedule the treatment to avoid disrupting the Company’s operations. Requests for FMLA must be made on a Aquinas Healthcare approved request Form.

■ NEW JERSEY FAMILY LEAVE ACT (NJFLA)

Employees who have worked 1,000 hours in the previous 12 months of consecutive employment are eligible to receive up to 12 weeks of unpaid family leave within a 24-month period under the NJFLA. The 24-month period is measured rolling backward from the date leave is used.

NJFLA leave may be used only in the event of a birth or adoption of a child or to provide care due to the serious health condition of a child, spouse, civil union partner, parent or your spouse’s parent.

Unless prevented by a medical emergency you must provide notice to the Company of your need for leave as soon as possible. In the case of a leave in connection with serious health condition of a family member, you must provide notice no later than 30 days prior to the leave, except where emergent circumstances warrant shorter notice. You may be required to provide a certification issued by a licensed health care provider prior to the Company granting a request for NJFLA leave.

NJFLA Leave taken due to the birth or adoption of a child may begin any time within one year of the birth or placement for adoption. Such leave must be taken consecutively, unless the Company agrees to permit the employee to take this leave on an intermittent or reduced leave schedule. NJFLA leave taken due to the serious illness of a child or covered family member may be taken

consecutively or, if medically necessary, on an intermittent basis; provided the leave can be scheduled so as to not unduly disrupt the Company's operations.

■ NEW JERSEY TEMPORARY DISABILITY BENEFITS

Employees who meet the minimum hours worked and earning requirements may qualify for up to six weeks of partial wage replacement to care for a newborn, adopted or seriously ill family member every year. The program is similar to and operated in conjunction with the state mandated short-term disability program. The paid family leave program does not require the Company to hold an employee's position open. Eligible employees will also be able to take the leave on an intermittent basis.

Employees seeking paid family leave benefits must provide written notice including a doctor's certificate stating the nature of the disability and your expected date of return to work. Disability insurance information and forms can be obtained from your supervisor or a member of management.

■ OTHER TYPES OF LEAVE

Under special circumstances, employees who have completed one (1) year of employment with the Company may be granted a leave of absence without pay. Such leaves may not exceed thirty days (30) and will only be granted for compelling reasons and requires the written approval of Aquinas Healthcare.

A reasonable effort will be made to return an employee to the same or substantially similar position held prior to taking such a leave of absence, subject, however, to the Company's staffing and business requirements.

■ THE NEW JERSEY SICK LEAVE ACT

Existing employees can accrue and begin to use paid sick leave benefits when the law becomes effective on October 29, 2018. Those employees who start employment after the effective date of the law will begin to accrue earned sick leave benefits when their employment commences; however, these employees may not use the earned sick leave until after the 120th day of their employment.

You may carry over accrued but unused paid sick leave; however, you will not be able to use more than 40 hours of paid sick leave in a single calendar year (benefit year) including any amount of paid leave that you carry over from the previous year. You must use accrued sick time in one (1) hour increments for hourly employees and one (1) day increments for live-in employees. Payment is based on the same rate of pay that you are being paid at the time of the sick leave payment. Aquinas Healthcare does not pay an employee for unused accrued sick leave, even upon separation from service.

Misuse of sick leave by an employee may result in disciplinary action up to and including dismissal. An eligible employee may use paid sick leave benefits for any one of the following reasons:

- Diagnosis, care, treatment, or recovery for a family member's mental or physical condition (including preventive care);
- Time needed because of an employee's or family member's status as a victim of domestic or sexual violence (including counseling, legal services, or participation in any civil or criminal proceedings related to same);
- Time when the workplace, school, or childcare is closed by order of a public official due to a public health concern; and
- Time to attend a school-related conference or meeting.

The definition of "family member" includes any individual "whose close association with the employee is the equivalent of a family relationship." This definition is broad enough to capture friends and extended family members who may or may not reside with the employee.

In order to use sick leave, you will be required to provide advanced notice of not more than seven (7) days for foreseeable absences and for you to make a reasonable effort to schedule paid leave in a manner that does not unduly interrupt the company's operations. For unforeseeable absences, you will be required to provide notice as soon as practicable. The company can prohibit the use of "foreseeable" paid sick leave benefits on certain dates and require documentation if you use unforeseeable sick leave on those dates. If you are absent for three or more consecutive days, the company requires you to provide documentation to confirm whether the employee used the sick leave benefits for a purpose permitted under the law. This includes signed documentation from a health care professional indicating the sick leave is necessary, court order or a law enforcement record or report indicating domestic violence, or a copy of the order from a public official or health authority.

APPENDIX

Job Description

Essential Functions of the Job

Standard Precautions

Performance Review form

Confidentiality Statement

Business Ethics and Compliance Notice

Danielle's Law

Client's Bill of Rights and Responsibilities

Notice of Privacy Practices

Time Sheet

Daily Activity Sheet

FMLA and New Jersey Family Leave

Job Description

CERTIFIED HOME HEALTH AIDE

GENERAL POSITION DESCRIPTION:

A Certified Home Health Aide (CHHA) works in support of the client's safety, dignity, well-being and ability to remain living at home. The CHHA travels to the client's home to provide direct care, under professional nursing supervision, in accordance with a written Plan of Care. The CHHA must have the capability to perform essential functions necessary to carrying out personal care, grooming, ambulation, special procedures, homemaking, meal preparation, housekeeping and assistance with other activities of daily living. The Certified Home Health Aide is supervised by a Registered Nurse, and there are no supervision responsibilities with this position. The CHHA has HIPAA restricted access to certain client information, and is an hourly per-diem, non-exempt Direct Care staff member with no guaranteed minimum number of hours per week.

QUALIFICATIONS:

- Have a high school diploma or GED, or a satisfactory combination of education and life experience needed to perform the duties and essential functions of the job.
- Have a valid New Jersey Board of Nursing, Home Health Aide certification.
- Have the willingness to travel throughout the service area. This includes being able to drive and have a valid driver's license and auto insurance or have the ability to independently travel on public transportation.
- Demonstrate good communication skills and mature attitude.
- Be honest, dependable and be able to perform the physical demands of the position.

RESPONSIBILITIES and DUTIES OF THE JOB:

- ◆ Travel to client's home, read and interpret the client's care plan and provide direct care as specified by the written plan of care. The care includes assistance with activities of daily living such as personal care to clients including but not limited to, bathing, mouth, nail, hair and skin care, shaving, exercises as directed, and activities related to dressing and toileting including bedpan. Assist client with ambulating, transfer activities, and the use of assistive devices like mechanical lifts, walkers, wheelchair, commode chair, braces, and prosthesis. Perform special delegated procedures including taking vital signs and weight, feeding, measuring intake and output, and assisting client with self-administered medications. These activities require reliable attendance at scheduled assignment and the performance of a variety of physical demands, including, but not limited to, those outlined in Working Conditions and Essential Functions below.
- ◆ Travel to client's home, perform light housekeeping, meal preparation and other support services as part of the plan of care. This includes but is not limited to duties such as menu planning and shopping lists, run errands, prepare meals including special diets, present food, and clean dishes, appliances, and work area afterwards, go shopping, dusting, laundry, vacuuming, general cleaning of bathroom, kitchen, and living area when part of the written plan of care. These activities require reliable attendance at scheduled assignment and such activities include using a wide variety of household equipment and home appliances and the

physical demands, including but not limited to those as outlined in Working Conditions and Essential Functions of this Job Description.

- ◆ Observe the client's condition, behavior, appearance, and hygiene needs, living arrangements, and home environment while in the home and report and document changes or problems to the appropriate staff member.
- ◆ Write or otherwise electronically document visit reports to accurately record the care provided in the home, electronically record time and attendance and complete other forms to document the work of this position, including incident reports and written time and attendance reports as instructed. Ensure the completeness and accuracy of these reports. Submit these reports on time.
- ◆ Maintain a dependable attendance, be regularly available for assignments, and be timely for scheduled visits. Call the office for assignments often or when late for an assignment.
- ◆ Attend at least twelve (12) hours of in-service training annually.

OTHER DUTIES and RESPONSIBILITIES:

- Adhere to Agency policies and procedures.
- Maintain a valid NJ Board of Nursing Home Health Aide certification.
- Always protect and maintain client and company confidentiality.
- Maintain a professional image, good appearance, and personal hygiene.
- Accept assignments and be punctual.
- Attend Agency meetings and training as directed.
- Perform other duties as assigned.

WORKING CONDITIONS and ESSENTIAL FUNCTIONS:

Work is in a variety of home environments. Frequently travel by car or public transportation throughout the service area is necessary. Tasks may involve exposure to blood, body fluids, or tissue (OSHA Category I) and household chemicals, dust, and disinfectants. This position routinely requires driving a car or independently using public transportation, lifting, bending, reaching, kneeling, pushing and pulling, stretching, standing, stooping, walking, walking up and down stairs, seeing, hearing, speaking, writing, reading, carrying, weight bearing activities, and the use of a wide assortment of large and small home appliances.

ACKNOWLEDGEMENT:

This Job Description is not a contract or guarantee of employment, nor to be used as a work schedule. It is only intended to outline the occupation. It is subject to change, without notice, at the Agency's discretion.

I have read and accept the above description of essential functions, responsibilities, duties, and working conditions and understand what is required of me to fulfill the position of Certified Home Health Aide.

Employee Signature

Date

Essential Functions: Certified Home Health Aide (CHHA)

This position routinely requires work in a variety of home environments, frequent travel by driving a car or using public transportation, lifting, bending, reaching, kneeling, pushing and pulling, stretching, standing, stooping, walking up and down stairs, seeing, hearing, speaking, writing, carrying and other weight bearing activities, and the use of a wide assortment of large and small home appliances. Tasks involve exposure to blood, body fluids, or tissue (OSHA Category I) and household chemicals, dust and disinfectants.

The following list of essential functions is required of the above position.

- See, Hear, Speak
- Bend at the waist
- Walk
- Kneel
- Stand and balance on tip toes
- Use hands to write
- Stand for 30 minutes at a time
- Walk for 30 minutes at a time
- Grab and hold items in the hand
- Sleep on a cot, sofa or in a chair
- Assist client with walking requiring grabbing and holding the client
- Assist client with transferring that requires pivoting, lifting and pulling
- Lift client and bear weight as required to transfer client from bed to wheelchair
- Lift and pull client to position in bed or chair
- Bend to change an infant's diaper
- Kneel and stretch to tub bath a child
- Stand, reach, stretch and bend to help the client/child with personal care
- Get down on and up off knees
- Reach, stretch and pull to make an occupied bed
- Lift a mattress to make a bed
- Lift a basket of laundry from the floor to tabletop
- Carry a full grocery bag or basket or wet laundry
- Reach and stretch to get things from cupboard
- Push a loaded grocery cart or a client in a wheelchair
- Bend and lift a full grocery bag or basket of laundry from the trunk of a car
- Stoop or bend to pick things off the floor or reach lower cabinets
- Climb and descend one flight of stairs
- Carry a bag of groceries or laundry up and down one flight of stairs
- Push and pull a vacuum cleaner, broom or mop
- Prepare meals and work around a hot stove
- Work in hot or cold homes
- Use a wide assortment of home appliances and kitchen utensils
- Drive a car or independently use public transportation

STANDARD PRECAUTIONS

1) Hand hygiene

Hand washing (40–60 sec): wet hands and apply soap; rub all surfaces; rinse hands and dry thoroughly with a single use towel; use towel to turn off faucet. Hand rubbing (20–30 sec): apply enough product to cover all areas of the hands; rub hands until dry. Wash before and after any direct client contact and between clients, whether or not gloves are worn. Immediately after gloves are removed. Before handling an invasive device. After touching blood, body fluids, secretions, excretions, non-intact skin, and contaminated items, even if gloves are worn. During client care, when moving from a contaminated to a clean body site of the client. After contact with inanimate objects in the immediate vicinity of the client.

2) Gloves

Wear when touching blood, body fluids, secretions, excretions, mucous membranes, non-intact skin. Change between tasks and procedures on the same client after contact with potentially infectious material. Remove after use, before touching non-contaminated items and surfaces, and before going to another client. Perform hand hygiene immediately after removal.

3) Facial protection (eyes, nose, and mouth)

Wear (1) a surgical or procedure mask and eye protection (eye visor, goggles) or (2) a face shield to protect mucous membranes of the eyes, nose, and mouth during activities that are likely to generate splashes or sprays of blood, body fluids, secretions, and excretions.

4) Gown

Wear to protect skin and prevent soiling of clothing during activities that are likely to generate splashes or sprays of blood, body fluids, secretions, or excretions. Remove soiled gown as soon as possible, and perform hand hygiene.

5) Prevention of needle stick and injuries from other sharp instrument

Use care when:

Handling needles, scalpels, and other sharp instruments or devices. Cleaning used instruments.

Disposing of used needles and other sharp instruments.

6) Respiratory hygiene and cough etiquette

Persons with respiratory symptoms should apply source control measures. Cover their nose and mouth when coughing/sneezing with tissue or mask, dispose of used tissues and masks, and perform hand hygiene after contact with respiratory secretions.

7) Environmental cleaning

Use adequate procedures for the routine cleaning and disinfection of environmental and other frequently touched surfaces.

8) Linens

Handle, transport, and process used linen in a manner which prevents skin and mucous membrane exposures and contamination of clothing. Avoids transfer of pathogens to other clients and or the environment.

9) Waste disposal

Ensure safe waste management. Treat waste contaminated with blood, body fluids, secretions and excretions as clinical waste, in accordance with local regulations. Human tissues and laboratory waste that is directly associated with specimen processing should also be treated as clinical waste. Discard single use items properly.

10) Client care equipment

Handle equipment soiled with blood, body fluids, secretions, and excretions in a manner that prevents skin and mucous membrane exposures, contamination of clothing, and transfer of pathogens to other clients or the environment. Clean, disinfect, and reprocess reusable equipment appropriately before use with another client.

AQUINAS HEALTHCARE CAREGIVER PERFORMANCE REVIEW

NAME: _____ CHHA HCAI

Review Period: Orientation Annual: Year _____

Satisfactory: Clearly demonstrates a good level of performance, meet expectations
Unsatisfactory: Demonstrates a minimum level of performance, must show improvement

Category (Expectation)	Satisfactory	Unsatisfactory
1. Competency (Good working knowledge of job & procedures, normal instruction)	<input type="checkbox"/>	<input type="checkbox"/>
2. Attitude (respectful, caring, and supportive attitude)	<input type="checkbox"/>	<input type="checkbox"/>
3. Proficient (organized, safe, thorough and careful worker)	<input type="checkbox"/>	<input type="checkbox"/>
4. Prudent (adheres to plan and policies, promotes safety)	<input type="checkbox"/>	<input type="checkbox"/>
5. Image (clean neat uniform, good appearance and personal hygiene)	<input type="checkbox"/>	<input type="checkbox"/>
6. Cooperative (reports appropriately, accepts supervision)	<input type="checkbox"/>	<input type="checkbox"/>
7. Prompt (on-time, calls in appropriately)	<input type="checkbox"/>	<input type="checkbox"/>
8. Reliable (willingly accepts assignments, accommodating)	<input type="checkbox"/>	<input type="checkbox"/>
9. Dependable (steady attendance, conscientious)	<input type="checkbox"/>	<input type="checkbox"/>
10. Accountable (paperwork timely and accurate)	<input type="checkbox"/>	<input type="checkbox"/>

Performance Plans for any category with an Unsatisfactory rating:

Employee Comments:

Employee Signature: _____ Date: _____

Supervisor: _____ Date: _____

AQUINAS HEALTHCARE CONFIDENTIALITY AGREEMENT

I understand that *Aquinas Healthcare* has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their personal health information. Additionally, *Aquinas Healthcare* must assure the confidentiality of its human resource, payroll, fiscal, research, computer systems, legal, planning and management information (collectively “Confidential Information”).

In the course of my employment at *Aquinas Healthcare*, I understand that I may come into the possession of Confidential Information including patient’s protected health information.

I further understand that I must sign and comply with this agreement in order to get authorization for access to any of *Aquinas Healthcare’s* protected Confidential and Patient health information.

1. I will not discuss any Confidential Information including patient personal health information to anyone who does not have a need to know and not discuss this Confidential Information in any public place, on the bus or other public transportation, at in-services, in the hallways or lobbies of buildings and the office, elevators, to my family or friends, or anywhere except in that patient’s home or to staff members who have a right to know the information for treatment purposes in a private area of the office. It is not acceptable to discuss Confidential Information in public areas even if a patient’s name is not used; such a discussion may raise doubts among patients and our respect for their privacy.
2. I will not disclose any Confidential Information, including Patient personal health information, with others, including family or friends, who do not have a need to know it, unless the patient has provided a properly executed, written authorization to release the information or as set forth in the law and where the patient has consented to the disclosure of such information.
3. I understand that my personal access code, user ID(s), and passwords(s) used to access the *Aquinas Healthcare* computer system, phone system, voice mail, or internet are also an integral aspect of this Confidential Information. I will not willingly inform another person or knowingly use another person’s personal access code, user ID(s), and passwords(s) used to access the *Aquinas Healthcare* computer system, phone system, voice mail, or Internet.
4. I will not make inquiries about Confidential Information for other personnel who do not have proper authorization to access such Confidential Information.
5. I will not make any unauthorized transmissions, inquires, modifications, or purging of Confidential Information from *Aquinas Healthcare* computer system, written documentation or other media.
6. I will log off any computer or terminal prior to leaving it unattended.
7. I will comply with any security or privacy policy promulgated by *Aquinas Healthcare* to protect the security and privacy of Confidential Information.
8. I will immediately report to my supervisor any activities by any person, including myself, that is a violation of this Agreement or breach of Confidential Information.
9. Upon termination of my employment, I will immediately return any documents or other media containing Confidential Information.
10. I agree that my obligations under this Agreement will continue after the termination of my employment.
11. I understand that violation of this Agreement may result in disciplinary action, up to and including termination in accordance with *Aquinas Healthcare* policy, as well as legal liability.
12. I further understand that all computer access activity is subject to audit.

By signing this Confidentiality Agreement, I understand and agree to its terms and restrictions and agree that I have read the above Agreement and agree to comply with all its terms.

SIGNATURE: _____ DATE: _____

Print Name: _____

BUSINESS ETHICS AND CORPORATE COMPLIANCE

Aquinas Healthcare stands for the highest level of integrity and ethical standards in relation to business practices and direct service to the people and communities served by the organization.

Therefore, it is the policy of Aquinas Healthcare to deliver service and conduct its business in compliance with all applicable laws, regulations and ethical standards and have established mechanisms to ensure conformity with laws, regulations, program requirements and guidelines, and ethical business practices by its employees.

Should you at any time observe the staff of Aquinas Healthcare doing anything illegal or fraudulent or be asked to do something you believe to be illegal, fraudulent or unethical by a staff member, please call the agency at (973) 457-8502 and ask to speak with the Chief Executive.

CHAPTER 191 - DANIELLE'S LAW

AN ACT concerning staff working with persons with developmental disabilities or traumatic brain injury and supplementing Titles 30 and 45 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey: C.30:6D-5.1 Short title.

1. This act shall be known and may be cited as "Danielle's Law."

C.30:6D-5.2 Definitions relative to staff working with persons with developmental disabilities, traumatic brain injury.

2. As used in this act:

"Commissioner" means the Commissioner of Human Services.

"Department" means the Department of Human Services.

"Facility for persons with developmental disabilities" means a facility for persons with developmental disabilities as defined in section 3 of P.L.1977, c.82 (C.30:6D-3).

"Facility for persons with traumatic brain injury" means a facility for persons with traumatic brain injury that is operated by, or under contract with, the department.

"Life-threatening emergency" means a situation in which a prudent person could reasonably believe that immediate intervention is necessary to protect the life of a person receiving services at a facility for persons with developmental disabilities or a facility for persons with traumatic brain injury or from a public or private Company, or to protect the lives of other persons at the facility or Company, from an immediate threat or actual occurrence of a potentially fatal injury, impairment to bodily functions or dysfunction of a bodily organ or part.

"Public or private Company" means an entity under contract with, licensed by or working in collaboration with the department to provide services for persons with developmental disabilities or traumatic brain injury.

C.30:6D-5.3 Responsibilities of staff at facility for persons with developmental disabilities, traumatic brain injury.

3. a. A member of the staff at a facility for persons with developmental disabilities or a facility for persons with traumatic brain injury or a member of the staff at a public or private Company, who in either case works directly with persons with developmental disabilities or traumatic brain injury, shall be required to call the 911 emergency telephone service for assistance in the event of a life-threatening emergency at the facility or the public or private Company, and to report that call to the department, in accordance with policies and procedures established by regulation of the commissioner. The facility or the public or private Company, as applicable, and the department shall maintain a record of such calls under the policy to be established pursuant to this section.

b. The department shall ensure that appropriate training is provided to each member of the staff at a facility for persons with developmental disabilities or a facility for persons with traumatic brain injury or member of the staff at a public or private Company, who in either case works directly with persons with developmental disabilities or traumatic brain injury, to effectuate the purposes of subsection a. of this section.

C.30:6D-5.4 Violations, penalties.

4. A member of the staff at a facility for persons with developmental disabilities or a facility for persons with traumatic brain injury or a member of the staff at a public or private Company who violates the provisions of section 3 of this act shall be liable to a civil penalty of \$5,000 for the first offense, \$10,000 for the second offense, and \$25,000 for the third and each subsequent offense, to be sued for and collected in a summary proceeding by the commissioner pursuant to the "Penalty Enforcement Law of 1999," P.L.1999, c.274 (C.2A:58-10 et seq.).

C.30:6D-5.5 Record of violations.

5. The department shall maintain a record of violations of the provisions of section 3 of this act, which shall be included in the criteria that the department considers in making a decision on whether to renew the license of a facility or whether to renew a contract with a public or private Company, as applicable.

P.L. 2003, CHAPTER 191 2

C.45:1-21.3 Violation of the responsibility to make 911 call, forfeiture of license, authorization to practice.

6. A health care professional licensed or otherwise authorized to practice as a health care professional pursuant to Title 45 of the Revised Statutes who violates the provisions of section 3 of P.L.2003, c.191 (C.30:6D-5.3) shall, in addition to being liable to a civil penalty pursuant to section 4 of P.L.2003, c.191 (C.30:6D-5.4), be subject to revocation of that individual's professional license or other authorization to practice as a health care professional by the appropriate licensing board in the Division of Consumer Affairs in the Department of Law and Public Safety, after appropriate notice and opportunity for a hearing.

C.30:6D-5.6 Rules, regulations.

7. The Commissioner of Human Services, pursuant to the "Administrative Procedure Act,"

P.L.1968, c.410 (C.52:14B-1 et seq.), shall adopt rules and regulations necessary to effectuate the purposes of this act.

8. This act shall take effect on the 180th day after enactment, but the Commissioner of Human Services may take such anticipatory administrative action in advance as shall be necessary for the implementation of the act.

Approved October 26, 2003

A HOME CARE BILL OF RIGHTS AND RESPONSIBILITIES

As a consumer you have the right to:

- Receive considerate and respectful care in your home at all times; and have your property treated with respect.
- Participate in the development of your plan of care, including an explanation of any services proposed, and of alternative services that may be available in the community.
- Choose your service and the provider of service.
- Receive complete and written information on your plan of care including the name of the supervisor responsible for your service and Company phone number.
- Have your religious beliefs respected and taken into consideration when planning care.
- Refuse medication, treatment, counseling or other services without fear of reprisal or discrimination, and to be informed of the possible results of your actions.
- Privacy and confidentiality about your health, social and financial circumstances, and what take place in your home in accordance with HIPAA, Company policy and program requirements.
- Know that all communications and records will be treated confidentially.
- Expect that all home care personnel within the limits set by the plan of care will respond in good faith to your requests for assistance in the home.
- Information on costs, qualifications and supervision of personnel, and or discontinuation of service.
- Request a change in caregiver.
- Participate in the plan for discontinuation of care.
- Have access, upon written request, to all bills for service regardless of whether they are paid for out-of-pocket or through other sources of payment.
- Receive regular supervision of the Direct Care staff by the appropriate professional or supervisor.
- Receive a clear explanation of which services and equipment used in the home are covered by third-party reimbursement and the charges for that which is paid for by the consumer.
- Receive a clear explanation of the process for voicing grievances about care, treatment or discontinuation of service and appeal Company decisions regarding care, following grievance procedures.
- Know that the Company maintains liability insurance coverage.
- Be given in writing the name and number of an official of the Company and the state hotline or ombudsman number.
- Receive the services of a translator, if needed.
- Information about Advanced Directives and give your informed consent for service.

As a consumer you have a responsibility to:

- Cooperate and participate in implementing your plan of care, as much as you are able.
- Promptly notify the Company if there is a change in your condition such as symptoms, hospitalization, living arrangements or plan of care.
- Inform the Company of any changes made to Advance Directives.
- Respect the rights of all Company personnel and cooperate with them regardless of race, color, religion, age, gender, sexual orientation, or national origin.
- Provide a safe working environment for care in the home.
- Promptly notify the Company if you are not going to be at home for an assigned visit.

Please call us at (973) 467-8502 with any questions or concerns about home care. The supervisor of your care will be: _____ . You may call them with complaints or contact Executive Director at (973) 467-8502 or if you are not satisfied Consumer Protection, NJ Division of Consumer Affairs at (201) 504-6200.

The organization believes that you have a right to have your complaints heard and resolved by the proper authority in a reasonable and timely manner. The organization also recognizes that complaints or dissatisfaction is a valuable performance improvement opportunity. Therefore, the organization wants you to know how it handles your concerns about our service.

If you have a complaint or are dissatisfied with our care you are to call the Nurse assigned to your case. They will contact you by phone or visit your home in one day to investigate and attempt to resolve your dissatisfaction. If the Nurse cannot help you resolve your concerns, ask them to forward your complaint to the Company Chief Executive. They will also speak with everyone involved and reply to you within five (5) days. The Company Chief Executive can also pass on your problem to the Board of Directors, whose decision will be final.

If a complaint cannot be resolved within the Company, you can appeal to one of the following state agencies:

Consumer Protection (201) 504-6200
 NJ Division of Consumer Affairs

NJ Department of Community Affairs (800) 624-4262
 Ombudsman for institutionalized elderly

NJ Board of Nursing (210) 504-6507
 Homemaker-Home Health Aide Certification and Nursing Licensure
 PO Box 45010
 124 Halsey Street, 6th Floor
 Newark, NJ 07101

Temporary Employment Agencies – Nurse Registries Licensing (201) 504-6370
 Bureau of Employment and Personal Services
 NJ Division of Consumer Affairs
 PO Box 45028
 124 Halsey Street, 6th Floor
 Newark, NJ 07101

The National Institute for Home Care Accreditation (703) 435-8382
 P.O. Box 367
 Herndon, VA 20172

RECEIPT OF EMPLOYEE MANUAL

ACKNOWLEDGMENT FORM

I acknowledge receipt of this Employee Manual; I understand that I am responsible for reading and understanding its contents, and to abiding by the rules, policies and standards set forth herein, and for keeping it updated. I understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities and obligations of my employment with Aquinas Healthcare (the Company). I also understand that this Employee Manual is the Company's property and that I must return it to Company when my employment ends.

I further understand that my employment is at-will and that this Employee Manual does not create a contract with the Company for any purpose, including a specific period of time of employment, reason for termination, or modify the at-will employment status.

I understand and agree that Aquinas Healthcare employs me. The Company reserves the right to deviate from any provisions of this manual as necessary and/or appropriate under the circumstances. The Company may change any policy or procedure included in this Employee Manual in its sole discretion, without having to consult with anyone and without anyone's consent or agreement. I also understand that this Employee Manual supersedes, voids and replaces all prior Employee Manuals, personnel practices, and verbal or written policies of the Company that are otherwise inconsistent or contradictory.

If I have any questions regarding the content or interpretation of this Employee Manual, I will bring them to the attention of my Supervisor.

Issued To: _____

Date issued: _____

Employee Signature: _____

Date Received: _____