BOARDWALK HOMECARE

EMPLOYEE HANDBOOK AND ORIENTATION MANUAL

Boardwalk Homecare
404 State Route 35 South
Neptune, NJ 07753
PH: 732-361-7901 (regular and after hours contact number)
Fax: 732-807-3104
www.BoardwalkHomecare.com

Table of Contents

ACCESS TO POLICIES AND PROCEDURES

All Boardwalk Homecare staff members have access to established Agency Policies and Procedures.

Boardwalk Homecare shall have a complete set of Policy and Procedure manuals onsite, in a convenient location for all employees to access with the following policies flagged:

- Patient/Client rights and responsibilities policy
- Investigation of alleged patient/client mistreatment
- Investigation of patient/client complaints
- Completion of background checks and criminal history convictions
- CHHA, LPN, RN qualifications and certification requirements
- Patient/Client assessment and plan of care development
- Reporting of patient/client incidents and variances

Employees receive an “Employee Handbook” outlining the policies flagged above during the hiring process. Employees are required to acknowledge receipt of the Employee Handbook on the job application.

Employees are educated on Policies and Procedures at orientation and as needed throughout their employment and are encouraged to familiarize themselves with policies.

Employees are reminded that all Agency operational and organizational practices are governed by Policy.

Employees may request to review a Policy at any time. This request shall be made to the Agency Administrator or DON/RN Supervisor.

WAGES & BENEFITS

Agency will pay competitive wages and benefits, as well as all benefit programs required by federal, state and local statutes. Details of the benefits provided by Boardwalk Homecare are outlined in the Employee Handbook.

- The Governing Body/Owner has approved wages that are commensurate with each job responsibilities and area market for each position. The salary scales/ranges are maintained by the Administrator.
- Overtime is paid at the rate of time and one half per hour for every hour over 40 hours in a work week.
- Holiday wages are 1.5 times the regular rate. When holiday wages conflict with overtime hours, the wage is paid at 1.5 times the regular rate - are NOT 1.5 times the overtime rate. Paid holidays include: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas.
- All Boardwalk Homecare employees are considered non-exempt, unless notified otherwise. Non-exempt employees, as the term implies, are not exempt from FLSA requirements. Employees who fall within this category must be paid at least the prevailing minimum wage for each hour worked and given overtime pay of not less than one-and-a-half times their hourly rate for any hours worked beyond 40 each week.
- Worker's Compensation: All staff members are protected under a standard Worker's Compensation insurance contract for bodily injury sustained in the discharge of official duties. All accidents, and injuries must be reported immediately to the office in order to fulfill the requirements of the insurance. Also, all medical documentation must be forwarded to the Administrator or designee. The Agency reserves the right to refer the employee to an approved health care facility for evaluation and treatment.
- Professional liability: All staff members are covered by a professional liability insurance policy which insures the agency and all employees in case of an error or omission in delivery of services.
- Employees will be included in benefit programs as required by federal and state statutes including Unemployment Compensation, Social Security Insurance, NJ Sick Leave Act, FMLA for eligible employees.
- Full- and part-time employees may be eligible for Agency-sponsored benefits, e.g.:
    - Health insurance: multiple classifications. Health insurance benefits will be offered to all direct care workers after completion of a 12 month look back period in which the employee has averaged over 30 hours/week worked, and not taken any breaks of 13 weeks or more.
    - Other accumulated paid time-off, in accordance with state law
    - Agency reserves the right to change or discontinue optional benefit programs at any time at the discretion of management with or without notice.

CONDITIONS OF EMPLOYMENT

Boardwalk Homecare policy is to clearly identify those expected conditions that exists for hire when an applicant accepts employment with the Agency.

If the applicant is considered for employment after the interviewing process, management will make an initial offer by telephone or in person.

Offer of employment is contingent upon the applicant successfully passing all Agency screenings and requirements and can be rescinded based upon the results.

The Agency's Conditions of Employment, which include but are not limited to the requirements that Employees must:

- be legally eligible to work in the country;
- possess the required certification, competency and/or experience;
- hold a valid driver's license, if driving is required;
- have access to reliable transportation (if required for the job duties of a specific position);
- carry adequate vehicle insurance for business usage; and minimum of liability for transporting patient/clients (if required for the job duties of a specific position);
- be bondable
- successfully undergo pre-employment Background Checks, including a Criminal Record check.
- effective verbal and written communication skills

Employee must also meet the physical and mental demands of assignments, including:

- Good physical and mental health.
- Physical ability to stand, walk, use hands and fingers, reach, stoop, kneel, crouch, talk, hear and see.
- Mental fortitude and stability to handle stress.
- Physical and mental ability to drive a vehicle, if required.

At Will:
Employment is at will and can be terminated at any time, with or without cause, either by the employee or by the Agency. All employees must agree with this stipulation when assigned by the agency to provide his/her services to the patient/clients in accordance with his/her job description.

Privacy Agreement : Due to legal and ethical considerations, Boardwalk Homecare employees and management staff agree to protect the privacy and rights of a patient by not disclosing personal information regarding any client. Boardwalk Homecare fully acknowledges a patient's rights within the law and forbids unauthorized disclosure and review of any patient's personal information. Any violation of this privacy agreement can potentially result in an employee's dismissal.
Cancellation Policy: Once a shift is scheduled, it is understood that the employee is obligated to fulfill their commitment. However, if an emergency does unexpectedly arise, the employee is required to provide Boardwalk Homecare with a four hour notice to allow Boardwalk Homecare the opportunity to fill the shift with other personnel. Boardwalk Homecare reserves the right to dismiss an employee who fails to show up for a scheduled shift without notifying a staff member.

Substance Abuse Policy: It is the policy of Boardwalk Homecare to prohibit the unlawful possession, use, and distribution of controlled substances, illegal drugs, and alcohol. Violators of this policy will be subject to disciplinary action including termination of employment and notification to appropriate law enforcement. In accordance with the Drug-Free Workplace Act of 1989, as a condition of employment, staff members must comply with this policy and notify management within a week of conviction for any criminal drug violation occurring in the workplace. Failure to comply with this policy will result in termination of employment.

Confidentiality of Compensation Acknowledgment: Employees of Boardwalk Homecare are not to discuss their rate of compensation under any circumstances with Boardwalk Homecare clientele. Any breech of this acknowledgement is grounds for discipline, including termination, at the discretion of Boardwalk Homecare management.

Per-Diem Acknowledgement: HHA & Companion positions attained through Boardwalk Homecare are of a temporary nature.

Non-Compete Acknowledgment: The purpose of this agreement is to clearly establish conditions of employee job placement through Boardwalk Homecare. Pay rates will be agreed upon prior to initiation of employment. By completing the BHC employment application, you are agreeing that you will not work for a fee with any client (or prospective client in which employment negotiations have begun) of Boardwalk Homecare outside the scope of the agency. Working for a client of Boardwalk Homecare without the knowledge and consent of the agency may result in a fine comparable to compensation lost due to any competitive acts. Any legal issues resulting from violations of this acknowledgment will be conducted within NJ.

Caregiver Licensure Disclosure: This agreement pertains to all applicants, who seek to be sent to a patient/employer's home to provide home-based services, which are not CHHA licensed or licensed or certified by the Division of Consumer Affairs as a health care professional. By accepting employment, you authorize the written release of the following information: a statement saying that you are not a CHHA or certified by the Division of Consumer Affairs as a health care professional; your name and address; and, the title of courses successfully completed that prepared you to provide services to the patient/employer, date of course completion, and the place where the course was taken. You are also certifying that you are a United States citizen or a legally documented alien who can legally work in the United States, and authorizing the written release of such information.

Driving Safety: All Boardwalk Homecare employees who undertake work-related driving responsibilities, must adhere to agency safety policies as presented in the Boardwalk Homecare Employee Handbook & Orientation Manual including the following:

- Use seatbelts at all times – driver & passenger(s)
- Driver should be well rested before driving.
- Driving while impaired by alcohol or any drug is strictly forbidden.
- **No talking/texting on cell phone while driving.** Avoid distractions such as adjusting radio controls, eating & drinking.
- Continually search the roadway to be alert to situations requiring quick action.
- Avoid aggressive driving. Be patient & courteous to other drivers. When possible, plan your route ahead of time

Release of Personnel Information to Outside Parties: Employer may provide personnel/payroll records to outside parties, such as public authorities, with written request or legal mandate. Employer is not required to disclose such actions to employees.

False or Misleading Statements on Application for Employment: False or misleading statements can result in disqualification from employment, or termination from employment if discovered at a future date.

Workplace Communication Policy: Dissemination of information from Boardwalk Homecare to employees can be accessed through the Paylocity Self Service Portal. Communication may include but is not limited to announcements, policies, procedures, regulations and laws. Employees assume full responsibility to inform themselves on updated communication from Boardwalk Homecare using the Paylocity Self-Service portal.

DISCIPLINARY ACTIONS

Boardwalk Homecare policy is that degrees of discipline are generally progressive and are used to ensure that the employee has the opportunity to correct his or her performance. There is no set standard of how many oral warnings must be given prior to a written warning or how many written warnings precede termination. Factors to be considered are:

- How many different offenses are involved
- Whether the offenses are clinical in nature
- The seriousness of the offense
- The time interval and employee response to prior disciplinary action(s)
- Previous work history of the employee

However, in general, verbal warnings may be given. All direct care workers are employed at will. At will employment can be terminated at any time, with or without cause, either by the employee or by the Agency. All employees must agree with this stipulation when assigned by the agency to provide his/her services to the clients in accordance with his/her job description.

For serious offenses, such as sleeping on the job or sale or possession of drugs, termination may be the first and only disciplinary step taken. Any step or steps of the disciplinary process may be skipped at the discretion of the Administrator and/or Governing Body/Owner after investigation and analysis of the total situation, past practice and circumstances.

All Boardwalk Homecare employees are expected to perform their job assignments to the best of their abilities and in accordance with the policies, procedures and standards of the Agency.

Disciplinary action may involve immediate termination based upon the nature and severity of the offense, the employee's past record with the Agency, and any other relevant circumstances.

When a staff member has violated agency policy or procedure or has otherwise not acted in the best interest of the agency, the following procedures may be used (although, based on the severity of the offense, verbal reprimand and written warning may be omitted):

Verbal reprimand:
This step may be taken when a minor infraction occurs or when performance is not being maintained at a satisfactory level.

Written warning:
A written warning may be issued to notify employees that their continued employment is in jeopardy unless improvement is made.

The supervisor should advise the employee of the unacceptable behavior and corrective action necessary to remedy the situation, any time frames for improvement, as well as the consequences of continued unacceptable behavior or violations.

If the employee fails to correct the problem behavior, the supervisor should determine the next step of the disciplinary process, which can be the issuance of a final warning or immediate termination.

Termination:
If the employee is found to have committed a serious offense warranting dismissal, then the employee will be terminated.

The employee's termination date will be the date when the decision to terminate the employee was made.

Disciplinary actions can be taken against an employee for, but not limited to the following:

- Failure to report to a scheduled assignment
- Insubordination
- Leaving a client unattended, except for planned errands as directed by the client family or an employee's supervisor
- Intoxication, drinking alcohol on the job or drug abuse
- Theft (including misrepresentation of hours worked)
- Infractions of written, "house rules" for a client

- Professional incompetence, or violation of the state or other applicable laws and professional regulations
- Profanity, in any form
- Racial or sexual innuendo, or sexual harassment in any form
- Malicious gossip or derogatory statements about others (peers, clients, administration)
- Failure to follow company's policies and procedures
- Failure to fulfill requirements of assignments
- Failure to advise supervisor of reportable incidents
- Falsification of Documents (Personal information/ Employment record per or current work product)
- Verbal or physical abuse by an employee; towards a client or co-worker(s)
- Failure to participate in or to complete In-Service Training Courses
- Slander, libel, physical or verbal abuse or threat of assault of Agency employees, visitors, customers, patient/clients, solicitation of patient/clients
- Encouraging or advising or soliciting patient/clients or employees of the Agency to transfer services or employment to another home health services provider
- Advertising or marketing the services of another home health services provider
- Gambling during work hour or on Agency property
- Theft, destruction, unauthorized/negligent use of the equipment/property
- Behavior or comments that are discriminatory or biased in nature based on gender, age, race, religion, ethnic origin, disability or other means of discrimination prohibited by law
- Unauthorized disclosure and/or use of confidential or proprietary Agency or client information; unauthorized or inappropriate use of Agency funds, credit or property
- Possession of a weapon, with or without legal permit, on the property of the Agency or in a patient/client's home
- Commission of a crime while performing employment duties for the Agency
- Commission of any crime if such crime renders an employee ineligible to have client contact under applicable law
- Failure to follow standard precautions/infection control practices
- Negligent practice in the provision of care
- Suspension or revocation of a license
- Unsatisfactory work performance
- Gross misconduct including, but not limited to, misconduct deemed to be so serious, disruptive or destructive that Agency can no longer tolerate the presence of the employee or misconduct that destroys a trustful employment relationship. Examples may also include physical or verbal violence; theft or fraud; deliberate falsification of records; deliberate damage to Agency property; serious incapability through being under the influence of alcohol or drugs at work; serious negligence which causes an unacceptable loss, damage or injury; serious act of insubordination; destructive representation of the Agency; or serious breach of Agency hiring or safety policies.

Appeal:

All employees have the right to be treated fairly. When they feel their rights have been violated, they have the right to bring a written appeal to the administrator. Appeals concerning a warning must be received, in writing within two weeks of said warning.

DRESS CODE

Boardwalk Homecare will provide guidance to staff regarding appropriate dress code and will educate the staff regarding Boardwalk Homecare's policy and procedure regarding jewelry, fingernails and perfumes.

The attire of an individual is often used by clients and families as a cue for recognition of the function of the staff members and may shape their perceptions about individuals and the company. Staff and clients need to be safe from exposure to infections and allergens.

- Dress code applies to both male and female
- Agency Photo ID must be visible and worn above the waist at all times.
- Overall appearance must be neat and tidy - clothing and shoes that are clean, safe, in good repair, non-wrinkled, and sized appropriately. Scrubs are acceptable, but not required.
- Apparel- Professional appearance at all times while on assignment. Clean well fitted tops, dress pants, cotton pants or khaki pants.
- Shoes-athletic shoes with a clean rubber sole, close toed dress shoes; no sandals or open toed shoes
- Very casual clothes, e.g., see-through material, low scoop neck tops, low slung pants, pajamas, tank tops, dirty shoes are unacceptable.
- Hairstyle must not interfere with patient/client safety and must not be allowed to fall forward during client activities.
- Any jewelry worn must not interfere with client or staff safety, i.e. source of contamination or potential injury to clients or staff.
- Fingernails should be clean and trimmed so as not to interfere with patient/client care. Long or acrylic nails may be difficult to clean and may pose an infection control risk.
- The use of fragrances, including perfume and aftershave, is strongly discouraged.
- For males, beards and mustaches should be clean and well-trimmed.
- We expect daily bathing, good oral hygiene and the regular use of deodorant.
- The different client homes/occupants may establish additional requirements related to dress that best meet the needs of the client and nature of work.

Boardwalk Homecare will accommodate any dress practices based on an employee's religion in accordance with our EEOC and Anti-Discrimination policies.

If a Boardwalk Homecare employee does not comply with this policy, the employee's position within the company will be at risk.

GRIEVANCE POLICY: EMPLOYEE

Boardwalk Homecare's policy is that when problems or complaints arise, it is important that these matters be thoroughly investigated and resolved. Staff are encouraged to inform management about any condition that may be causing a problem on the job. It is the employee's responsibility to identify and openly discuss any problems as well as suggestions he/she may have. It is the Management's responsibility to help correct problems and to evaluate /implement ideas presented by the employees.

A complaint must be in writing with the name and address of the employee filing it, and briefly describe the action alleged. A complaint should be filed in the office within 30 days after the person filing the complaint becomes aware of the alleged action. The Agency designee will conduct an investigation of the complaint to determine validity and will issue a decision determining the validity of the complaint no later than (30) days after its filing.

- All employees upon hire/orientation will be provided written and verbal information regarding the Agency complaint/grievance process
    - Employees should file any problems, complaints or suggestions concerning their job, or any matter relating to it, with their immediate supervisor as soon as they become aware of the situation. Never discuss an administrative problem with the client or their family or with other nursing staff personnel
- The complaint is discussed with the employee who is requesting a response to the issue.
- If the complaint is basically due to client/employee communication problems, the Agency's supervisory personnel will intervene to help resolve the issue.
- If the complaint involves clinical performance or judgment, a question of ethics or competency or a failure of another employee to fulfill Agency standards of service, action will be taken to resolve the issue in the best interests of client safety, Agency's reputation, and the employee's career.
- The Agency will place complaints made by Agency employees in the employee file
- The Agency shall investigate the complaint to determine its validity.
- The Supervisor/Administrator shall issue a written decision determining the validity of the complaint no later than 30 days after its receipt and issue a corrective action plan where necessary.
- The Administrator shall maintain the files and records relating to filed complaints.
- The right of a person to a prompt and equitable resolution of a complaint shall not be impaired by the person's pursuit of other remedies, such as the filing of a complaint with the Office for Civil Rights of the United States Department of Health and Human Services and/or any other federal organization, the Commission against Discrimination and/or any other state or federal court.

HIRING AND STAFF SELECTION PROCESS

The purpose of this policy is to ensure the recruitment and retention of properly qualified personnel, to standardize the process for selecting Agency staff, and to ensure professional licensure or certification and other professional credentials are in place as applicable.

Boardwalk Homecare complies with all Federal, State and local regulations relative to all human resources activities.

Hiring selection is done based on qualification and ability to do the job, and all employees must be either citizens or legal residence of the USA, or have proof of authorization to work in the country. Employees are required to undergo background checks, which include verification of their social security number, search for any state or federal criminal records or listing on sex offenders registry, and a check of the driving record of employees that provide transportation. In addition, Agency will require proof of automobile insurance for vehicles that are used to transport clients. Boardwalk Homecare will not hire individual with disqualifying criminal records or where questionable items are disclosed in their background checks.

Furthermore, all RNs, LPNs and CHHAs must hold a valid, current New Jersey license in good standing, in accordance with the state's occupational certification regulations.

All applicants applying for positions will be considered based upon their educational background and experience for the position they are applying for.

Efforts to recruit Agency staff shall include information regarding**:**

- Requirements of the vacant position
- Qualifications desired in the candidate
- Salary/pay information applicable to the position, when appropriate
- A job description of the vacant position which includes the knowledge, skills, abilities and qualifications of the candidate

RN Supervisor conducts competency assessments on CHHA's, which are documented Supervision & Competency Assessment form.

The candidate will have a face to face (includes video conference) interview with Agency designee, during which the interviewer will review all employment documents, determine previous job experience through interview and review of the application and resume, and advise the candidate of the starting salary (if not already done).

After completing the application and interview process, the successful applicant will receive a verbal conditional employment offer, contingent on the results of the screening process, such as background check, employment verification, etc. The candidate may also have her/his photograph taken for the employee ID badge, be given the Employee Handbook and arrangements made for orientation, or these steps might be done after the completion of the screening process.

Licensed Employees:

All employees in positions that require a license, registration or certification will duly and properly possess them and provide copies of them to Boardwalk Homecare. Employees who allow their license to lapse or whose licenses are suspended for any reason, will not be assigned to client care pending reinstatement of license, and must bring the fact that their license has lapsed or is suspended to the immediate attention of the Owner or Administrator or designee. During the time that an employee's license has lapsed or is suspended, the employee may be suspended without pay or terminated.
Employees who are licensed must notify the Agency Owner or Administrator immediately of any change in their licensure status. Failure to do so will result in disciplinary action up to and including termination.

Licensure/Certification will be checked prior to hiring and upon expiration. Results of the licensure/certification check will be kept in the employee personnel record.

CONFLICT OF INTEREST

Organization Name	Boardwalk Homecare
Title of Policy & Procedure	Conflict of Interest
Number of Policy & Procedure	Policy #1-02
Effective Date	03/01/2019

POLICY:
Definition: **Conflict of interest (COI)** - A situation in which a person or organization is involved in multiple interests, financial or otherwise, and serving one interest could involve working against another. A potential for conflict of interest is said to exist when a person can gain a financial benefit, either directly or indirectly, through "insider" connections or association with the agency.

Definition: **Financial interest** - A person has a financial interest if the person has any of the following, directly or indirectly, through business, investment, or family:

- An ownership or investment interest in any entity with which agency has a transaction or arrangement,
- A compensation arrangement with agency, and any entity or individual with which Agency has a transaction or arrangement
- A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which Agency is negotiating a transaction or arrangement.

(Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial)

No one is permitted to use his/her knowledge of the company operations or plans in such a way that a conflict might arise between them and the organization

No one will accept gifts or favors or entertainment that might influence their decision-making responsibilities to the organization

A full disclosure must be made of all facts pertaining to any transaction, including employment outside of the organization that is subject to any doubt concerning the possible existence of a conflict of interest before consummating the transaction

Employees are trained on conflicts of interest during orientation.

PROCEDURE:
All employees, contract staff (if applicable) and governing body members will abide by the Conflict of Interest policy.

Procedure for COI Disclosure: Disclosures are recorded on the Conflict of Interest Disclosure Form. In addition to conflicts and potential conflicts of interest that may arise for all employees, the following disclosures are required:

- Board members and executive staff at the time of appointment
- All owners with holdings of 5% or more interest in the company, at the time ownership is acquired
- Employees, at the discretion and/or specific request from the Governing Body/Owner

In the event of proceedings that require input or voting, the individual(s) with a conflict of interest is/are excluded from that activity.

Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed:

- The conflicting interest is fully disclosed;
- The person with the COI is excluded from the discussion and approval of the transaction;
- A competitive bid or comparable valuation exists (if applicable)
- The governing body/owner has determined that the transaction is in the best interest of the organization.

If a conflict or potential conflict of interest appears to arise for a staff member, the staff member must immediately reveal the potential conflict to his/her immediate supervisor, who will notify the administrator. The governing body/owner shall determine whether a conflict exists. If it determined that a conflict of interest does exist, a Conflict of Interest Disclosure Form must be signed by the applicable Governing Body member or employee. The decision shall be recorded in the minutes of the Board meeting.

LIVE-IN POLICIES

Boardwalk Homecare
Live-In Employment Agreement

Each non-exempt employee of Boardwalk Homecare ("BHC") who works in a *Live-In* and/or *Extended-Shift* capacity, is compensated on an hourly basis, and is eligible for overtime compensation. Please review the agreement and affirm by signing below. This agreement is effective as of February 5, 2018.

The BHC Live-In Employment Agreement applies to caregivers employed as *Live-In* and/or *Extended-Shift*.

- *Live-In*: The Caregiver will either reside in the client's residence on a permanent basis, or for a prolonged period of time (i.e., for a minimum of five days a week (120 hours or more) or for a minimum of five consecutive days or nights (regardless of the total number of hours worked)).

- *Extended-Shift*: The Caregiver resides in the client's residence for an extended period of time between 24 hours and five days.

Work Schedule & Compensation

Work Schedule: *Live-In* and/or *Extended-Shift* caregivers who are on duty for 24 hours or more must adhere to the work schedule on the time sheet. The work schedule may deduct up to eight (8) hours of sleep time, three (3) meal periods and a specified amount of break time from each 24 hour day, when the caregiver is totally relieved of duties, although the caregiver cannot leave the premises and the client unattended before notifying BHC. *Extended-Shift* caregivers are not permitted to take Break Times. Any changes to the Work Schedule must be approved by a supervisor.

Sleep Time: Eight (8) hours of sleep time is excluded when the *Live-In* and/or *Extended-Shift* caregiver has been provided with adequate sleeping facilities and can generally enjoy an uninterrupted night's sleep. Interruptions in sleep time are counted as time worked. If the interruptions are so frequent that the worker cannot get at least five (5) hours of sleep, the entire sleep period must be counted as time worked. The five (5) hours of sleep need not be consecutive. Interruptions in sleep time are reported on the Time Log section of the time sheet and the caregiver must notify BHC by 12pm the next day.

Meal Time: *Live-In* and/or *Extended-Shift* caregivers typically receive three unpaid meal breaks per 24 hour day. Only a meal period of thirty minutes or more may be excluded from hours worked. Caregivers must be completely relieved from duty, whether active or inactive, for the purpose of eating regular meals on premises. Interruptions in meal time are reported on the Time Log section of the time sheet and the caregiver must notify BHC by 12pm the next day.

Break Time: During any scheduled break time, the *Live-In* caregiver is totally relieved of duties, but cannot leave the premises and the client unattended before notifying BHC. Break periods of short duration, generally up to 20 minutes, will be compensated. Interruptions in break time are reported on the Time Log section of the time sheet and the caregiver must notify BHC by 12pm the next day. *Extended-Shift* caregivers are not permitted breaks and must disregard Break Times on the Work Schedule on the time sheet.

Time Certification: The Work Schedule as reported on the time sheet does not substitute for an accurate reporting of hours worked. The *Live-In* and/or *Extended-Shift* caregiver will certify that he/she has carefully reviewed the time sheet and that all hours of work have been accurately recorded. For each work day, *Live-In* and/or *Extended-Shift* caregivers must accurately record the actual number of hours spent working, sleeping, eating meals and on breaks/personal time. *Live-In* and/or *Extended-Shift* caregivers are to follow the following Time Sheet Instructions, which can be found on the time sheet:

> *Complete the Time Card section of the time sheet. Mark checkboxes to record scheduled hours worked and off-duty hours in the Work Schedule.*
>
> *If you work more than the scheduled hours on any given day due to client care reasons, record the time on the Time Log section of the time sheet. Include start & end times, and reason for the extra work time. Do not round times. Total the additional time on the Time Log (entries will reduce off-duty time* appropriately). *Notify BHC before noon the next day.*

The time sheet must be completed and signed by the caregiver, and by the client/client's representative when possible. Client and caregiver signatures certify the accuracy of the time sheet. Entries in the Time Log need to be confirmed by the client/client's representative as additional charges may apply. Completed time sheets must be submitted to BHC by 12pm on the Monday following the close of the work week.

Compensation: *Live-In* and/or *Extended-Shift* caregiver's total weekly earnings must be at least equal to the sum of the applicable minimum wage for the first 40 working hours in a workweek plus the applicable overtime rate for all working hours in excess of 40 in a workweek. Work hours may vary from week to week, based upon BHC's needs. Payroll is processed on a biweekly basis. The regular rate of pay is set to the applicable minimum wage in the location of the job assignment, and will change in accordance with changes in the applicable minimum wage. Overtime is paid at 1.5 times the regular rate for all hours worked over 40 in a week. Caregivers are paid for all time worked.

I agree to accurately record sleep, meal and break times on the time sheets provided. I also agree that I will follow the work schedule unless interrupted for client care reasons. If my hours worked are underreported by the work schedule, interruptions, changes and the inability to get 5 hours of uninterrupted sleep time can only be reported on the Time Log section of the time sheet. Times of interruption, the reason for the interruption, and the time that I returned to sleep, break or meal must all be accurately recorded. I will not round times. I agree to report any changes to the work schedule such as additional hours worked to BHC in accordance with the time frames stated above.

This Agreement replaces any and all prior agreements, whether written, oral, or implied, between myself and BHC related to my scheduled hours of work and any and all such prior agreements are hereby canceled. Failure to abide by the terms of this agreement can result in disciplinary action, up to and including termination.

I understand this agreement is not intended to give rise to contractual rights or obligations of employment, nor is it to be construed as a guarantee of employment for any specific period of time or any specific type of work. I understand that, as an "at-will" employee, my employment may be terminated by me or by BHC at any time, with or without cause, with or without notice, for any reason or no reason at all. By signing this agreement, I acknowledge receipt of, and agreement to, the above stated terms of employment regarding my compensation. In the event that I have questions or concerns about my compensation, I will contact BHC.

Employee Signature: _____ Date: _____

Employee (Print Name): _____

Mutual Arbitration Agreement:

MUTUAL ARBITRATION AGREEMENT

This Mutual Arbitration Agreement is a contract and covers important issues relating to your rights. It is your sole responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice outside the Company or to refrain from doing so if that is your choice.

El Acuerdo Mutuo de Arbitraje es un contrato y cubre aspectos importantes de tus derechos. Es tu absoluta responsabilidad leerlo y entenderlo. Tienes la libertad de buscar asistencia de asesores independientes de tu elección fuera de la Empresa o de abstenerte de buscar asistencia si esa es tu elección.

1. This Mutual Arbitration Agreement ("Agreement") is between Employee and Boardwalk Homecare Inc. ("COMPANY"). The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs this Agreement, which evidences a transaction involving commerce. **ALL DISPUTES COVERED BY THIS AGREEMENT WILL BE DECIDED BY AN ARBITRATOR THROUGH ARBITRATION AND NOT BY WAY OF COURT OR JURY TRIAL.**

2. **COVERED CLAIMS/DISPUTES**. Except as otherwise provided in this Agreement, this Agreement applies to any and all disputes, past, present or future, that may arise between Employee and COMPANY, including without limitation any dispute arising out of or related to Employee's application, employment and/or separation of employment with COMPANY. This Agreement applies to a covered dispute that COMPANY may have against Employee or that Employee may have against COMPANY, its parent companies, subsidiaries, related companies and affiliates, franchisors, or their officers, directors, principals, shareholders, members, owners, employees, and managers or agents, any of which may enforce this Agreement as direct or third-party beneficiaries.

The claims subject to arbitration are those that absent this Agreement could be brought under applicable law. Except as it otherwise provides, this Agreement applies, without limitation, to claims based upon or related to discrimination, harassment, retaliation, defamation (including post-employment defamation or retaliation), breach of a contract or covenant, fraud, negligence, emotional distress, breach of fiduciary duty, trade secrets, unfair competition, wages, minimum wage and overtime or other compensation claimed to be owed, breaks and rest periods, termination, tort claims, equitable claims, and all statutory and common law claims unless specifically excluded below. Except as it otherwise provides, the Agreement covers, without limitation, claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §1981, the Americans With Disabilities Act, the Age Discrimination in Employment Act, the Family Medical Leave Act, the Fair Labor Standards Act, the Pregnancy Discrimination Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, each as amended, and all other federal or state legal claims arising out of or relating to Employee's employment or the termination of employment.

Additionally, the Arbitrator, and not any federal, state, or local court or agency, will have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement. However, the preceding sentence will not apply to the "Class Action Waiver" in Section 3 below.

EXCLUDED CLAIMS/DISPUTES. The Agreement does not apply to claims for worker's compensation benefits, state disability insurance benefits and unemployment insurance benefits; however, this Agreement applies to retaliation claims based upon seeking such benefits, such as claims for worker's compensation retaliation. This Agreement does not apply to claims for employee benefits under any benefit plan covered by the Employee Retirement Income Security Act of 1974 or funded by insurance. This Agreement shall not be construed to require the arbitration of any claims against a contractor that may not be the subject of a mandatory arbitration agreement as provided by section 8116 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2010 (Pub. L. 111-118), section 8102 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2011 (Pub. L. 112-10, Division A), and their implementing regulations, or any successor DoD appropriations act addressing the arbitrability of claims. The Agreement also does not apply to any claim that an applicable federal statute expressly states cannot be arbitrated.

Regardless of any other terms of this Agreement, claims may be brought before and remedies awarded by an administrative agency if applicable law permits such notwithstanding the existence of an agreement to arbitrate governed by the Federal Arbitration Act. Such administrative filings include without limitation claims or charges brought before the Equal Employment Opportunity Commission, U.S. Department of Labor, National Labor Relations Board, or Office of Federal Contract Compliance Programs. Nothing in this Agreement will preclude or excuse a party from bringing an administrative claim before any agency to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration.

3. **CLASS ACTION WAIVER.** Employee and COMPANY agree to bring any dispute in arbitration on an individual basis only, and not as a class or collective action. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action and the arbitrator will have no authority to hear or preside over any such claim ("Class Action Waiver"). This Class Action Waiver will not be severable from this Agreement in any matter brought as a class or collective action. Regardless of anything else in this Agreement and/or

the American Arbitration Association ("AAA") rules or procedures, the interpretation, applicability, enforceability or formation of the Class Action Waiver may only be determined by a court and not an arbitrator.

4. **ARBITRATOR SELECTION**. The parties will proceed to arbitration before a single arbitrator under the auspices of the AAA and the then current AAA Employment Arbitration Rules (the AAA Rules may be found at www.adr.org or by searching for "AAA Employment Arbitration Rules" using a service such as www.Google.com or www.Bing.com), provided, however, that if there is a conflict between the AAA Rules and this Agreement, this Agreement will govern. Unless the parties mutually agree otherwise, the Arbitrator will be either an attorney experienced in employment law and licensed to practice law in the state in which the arbitration is convened, or a former judge from any jurisdiction. The AAA will give each party a list of eleven (11) arbitrators drawn from its panel of arbitrators. Ten days after AAA's transmission of the list of neutrals, AAA will convene a telephone conference and the parties will strike names alternately from the list of common names until only one remains. The party who strikes first will be determined by a coin toss. That person will be designated as the Arbitrator. If for any reason, the individual selected cannot serve, AAA will issue another list of eleven (11) arbitrators and repeat the alternate striking selection process. If for any reason the AAA will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted to appoint a neutral Arbitrator.

5. **INITIATING ARBITRATION**. A party who wishes to arbitrate a claim covered by this Agreement must make a written Request for Arbitration and deliver it to the other party by hand or mail no later than the expiration of the statute of limitations that applicable law prescribes for the claim. The Request for Arbitration shall identify the claims asserted, the factual basis for the claim(s), and the relief and/or remedy sought. The Arbitrator will resolve all disputes regarding the timeliness or propriety of the Request for Arbitration and apply the statute of limitations that would have applied if the claim(s) had been brought in court.

6. **RULES/STANDARDS GOVERNING PROCEEDING**. The Arbitrator may award any remedy to which a party is entitled under applicable law, but remedies will be limited to those that would be available to a party in their individual capacity for the claims presented to the Arbitrator, and no remedies that otherwise would be available to an individual under applicable law will be forfeited. The parties have the right to conduct adequate civil discovery (including but not limited to individual witness depositions, and requests for production) and present witnesses and evidence to present their cases and defenses, and any dispute in this regard will be decided by the Arbitrator. Each party will also have the right to subpoena witnesses and documents, including documents relevant to the case from third parties. At least thirty (30) days before the final hearing, the parties must exchange a list of witnesses, excerpts of depositions to be introduced, and copies of all exhibits to be used.

   The location of the arbitration proceeding will be in the county where the Employee last worked for COMPANY unless each party agrees otherwise. The Arbitrator has the authority to hear and rule on pre-hearing disputes. The Arbitrator will have the authority to hear and decide a motion to dismiss and/or a motion for summary judgment by any party, consistent with Rule 12 or Rule 56 of the Federal Rules of Civil Procedure. The Arbitrator will issue a written decision or award, stating the essential findings of fact and conclusions of law. A court of competent jurisdiction will have the authority to enter judgment upon the Arbitrator's decision/award.

7. **PAYMENT OF FEES**. The COMPANY will pay the Arbitrator's and arbitration fees and costs, except for the filing fee as required by the organization through which the arbitration is conducted. If Employee is financially unable to pay a filing fee, Employee will be relieved of the obligation to pay the filing fee. Disputes regarding the apportionment of fees will be decided by the Arbitrator. Each party will pay for its own costs and attorneys' fees, if any, but if any party prevails on a claim which affords the prevailing party attorneys' fees, the Arbitrator may award reasonable fees to the prevailing party as provided by law.

8. **ENTIRE AGREEMENT/SEVERABILITY**. This is the complete agreement relating to the resolution of disputes covered by this Agreement. Except as stated above regarding the Class Action Waiver, if any portion of this Agreement is deemed unenforceable, the unenforceable provision will be severed from the Agreement and the remainder of the Agreement will be enforceable. This Agreement will survive the termination of Employee's employment and the expiration of any benefit, and it will apply upon re-employment by the Company if Employee's employment is ended but later renewed. This Agreement will also continue to apply notwithstanding any change in Employee's duties, responsibilities, position, or title, or if Employee transfers to any affiliate of the COMPANY. This Agreement does not alter the "at-will" status of Employee's employment. Notwithstanding any contrary language in any COMPANY policy or employee handbook, this Agreement may not be modified or terminated absent a writing signed (electronically or otherwise) by both parties.

9. **CONSIDERATION.** The COMPANY and Employee agree that the mutual obligations by the COMPANY and Employee to arbitrate disputes provide adequate consideration for this Agreement.

10. **AGREEMENT: EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS CAREFULLY READ AND AGREES TO THIS MUTUAL ARBITRATION AGREEMENT TO ARBITRATE. BY SIGNING THIS AGREEMENT THE COMPANY AND EMPLOYEE ARE GIVING UP THEIR RIGHTS TO A COURT OR JURY TRIAL AND AGREEING TO ARBITRATE CLAIMS COVERED BY THIS AGREEMENT.**

_____ _____

EMPLOYEE SIGNATURE DATE

_____

EMPLOYEE NAME PRINTED

BOARDWALK HOMECARE INC.____

NAME OF COMPANY

_____ _____

SIGNATURE OF AUTHORIZED COMPANY REP. TITLE OF COMPANY REP

Other Live-in Policies:

Policy	Description
Food	Caregiver Food Expense Policy: Expense responsibilities are defined for clients in private residences (in which caregivers have an opportunity to prepare food) and in assisted living residences (caregivers do not have the ability to prepare food). Special circumstances may also require alternative arrangements. Private Residence: Clients are responsible for including the caregiver in all meals that are prepared in a typical day for the client. Specific food requested by the caregiver, that is outside the typical client menu, is the caregiver's responsibility. For example, if the client is eating cereal for breakfast, a sandwich for lunch, and chicken for dinner, they are responsible for the expense of providing servings for the caregiver. Should the client provide chicken for dinner, but the caregiver decides to order pizza, the caregiver is responsible for the pizza expense. Assisted Living Residence: Individual assisted living residences generally do not have kitchens in private or semi-private rooms. Typically meals are provided for the resident in a community dining area. This arrangement eliminates the caregiver's ability to prepare meals. As such the caregiver must either dine at the facility or contact an outside service. In most instances the facility will waive a nominal meal fee for the caregiver. If the facility does not waive the fee, the client will be responsible for this expense. Should the caregiver find that the food prepared by the facility is not suitable, the client may be responsible for subsidizing the caregiver for food expenses up to an amount no greater than $100 per week. Cases will be dealt with on an individual basis. Special Circumstances: When clients are required to adhere to special diets that are not suitable for a caregiver, or a feeding tube must be employed, special circumstances exist which preclude typical food expense responsibilities. Under such circumstances, the client is responsible for providing the caregiver with three meals per day.
Phone	Boardwalk Homecare does not pay for telephone charges generated by an employee's personal use of a client's phone. Expenses for calls to Boardwalk Homecare, family members, or medical personnel are considered the client's responsibility. If the caregiver generates phone charges for non-business related purposes, the caregiver will be responsible to Boardwalk Homecare for the expense.
Bleach, Fire, Candles	Boardwalk Homecare does not permit its employees to use fire or candles, other than in emergency situations such as power outages. Meal preparation is excluded from this policy. Boardwalk Homecare employees are not permitted to use bleach for cleaning purposes.
Shopping	Caregivers may be required to report weekly expenditures as per client request. Any time the caregiver makes purchases on behalf of the client, they are required to obtain a sales receipt and return it to client along with the full amount of change.
Time Off	Caregiver time off will occur on a scheduled basis or on an emergency basis. Scheduled Basis: Boardwalk Homecare will make arrangements to address the caregiver's transportation needs occurring any time, Monday through Friday. "Arrangements" include either a ride from a Boardwalk Homecare representative, or cab fare to the nearest train station (contingent upon circumstance). For scheduled time off on either Saturday, Sunday, or a holiday, the caregiver will be responsible to make their own transportation arrangements including cab fare if necessary. Fill-ins: Caregiver switches will be handled by Boardwalk Homecare, any time, Monday through Friday. If the primary caregiver leaves a case on Saturday, Sunday, or a holiday, Boardwalk Homecare reserves the right to place the fill-in caregiver on duty at a scheduled time on Friday. At such time, the fill-in caregiver would be "on the clock" and the primary caregiver would not be compensated. Emergency Basis: In the event of an emergency (non-client related) in which the caregiver needs to leave a case abruptly, the caregiver is not to leave the client for any reason, unless there is an immediate risk to the caregiver's health. In the event of an emergency, the caregiver must contact Boardwalk Homecare as soon as possible. Boardwalk Homecare will work with the caregiver to make arrangements for a fill-in caregiver as soon as possible. Caregiver transportation for emergency time off is the responsibility of the caregiver.

WORK-RELATED DRIVING POLICIES

Boardwalk Homecare employees may be asked to provide work-related driving duties such as transportation for doctor appointments and errands, or transporting caregivers to or from an assignment. Vehicles used to perform these duties are not owned by the company.

For employees using their own vehicle for work-related duties, NJ Motor Vehicles registration and inspection requirements must be adhered to. Auto insurance must be maintained in accordance with NJ state laws. Boardwalk Homecare will require a copy of auto insurance on annual basis for active employees where work-related driving is part of a job assignment. Boardwalk Homecare will perform an MVR search for employees where work-related driving is part of a job assignment.

Employee owned vehicles that are used for work-related activities should be kept neat and in safe operating condition.

Driving Safety: All Boardwalk Homecare employees who undertake work-related driving responsibilities, must adhere to agency safety policies as presented in the Boardwalk Homecare Employee Orientation Manual including the following:

- Use seatbelts at all times – driver & passenger(s)
- Driver should be well rested before driving.
- Driving while impaired by alcohol or any drug is strictly forbidden.
- **No talking/texting on cell phone while driving.** Avoid distractions such as adjusting radio controls, eating & drinking.
- Continually search the roadway to be alert to situations requiring quick action.
- Avoid aggressive driving. Be patient & courteous to other drivers. When possible, plan your route ahead of time

BACKGROUND CHECKS – NJ FCRA & FCRA

A Summary of Your Rights

Under New Jersey's Fair Credit Reporting Act

Under the New Jersey Fair Credit Reporting Act (NJFCRA or the "Act"), an employer, before taking adverse employment action, is required to provide the applicant or employee with a summary of their rights under the Act with respect to consumer reports or investigative consumer reports obtained for employment purposes from a consumer reporting agency (CRA). This Summary is intended to serve that purpose.

You can find the complete text of the NJCRA, N.J. Stat. §§56:11-29 – 56:11-41, at the New Jersey State Legislature's web site (http://www.njleg.state.nj.us/). You may have additional rights under the federal Fair Credit Reporting Act, 15 U.S.C. 1681-1681u, which is available on the Internet at the Federal Trade Commission's website (http://www.ftc.gov).

- **You must consent to the procurement for employment purposes of a report about you.** Before an employer can obtain a report about you from a CRA, the employer must provide you with notice that it will request the report and obtain your consent to that request. A CRA may not give out information about you to the employer, or prospective employer, without your written consent.
- **You must be told if information in your file has been used against you for employment purposes.** An employer who uses information from a consumer or investigative consumer report to take action against you -- such as denying an application for employment or terminating employment -- must tell you that its decision is based in whole or in part on the report. The employer also must provide you with a description of your rights under the NJCRA and a reasonable opportunity to dispute with the CRA any information on which the employer relied.
- **You have a right to know what is in your file.** You may request and obtain all the information about you in the file of a CRA and a list of everyone who has recently requested your file. These disclosures may be made in person, over the telephone or by any other reasonable method available to the CRA. Additionally, you are entitled to one free consumer report every 12 months, upon request. You may be charged a limited fee for a second or subsequent report requested by you during a 12 month period.
- **You have a right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and you notify the consumer reporting agency directly of the dispute, the CRA will reinvestigate without charge and record the current status of the disputed information before the end of thirty business days, unless your dispute is frivolous or irrelevant. The CRA must give you a written report of the investigation.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete or unverifiable information.** Upon completion of the reinvestigation, if the information you disputed is found to be inaccurate or cannot be verified, the CRA will delete the information within 30 days after you dispute it and notify you of the correction. If the reinvestigation does not resolve your dispute, you may file with the CRA a brief statement setting forth the nature of your dispute. The statement will be placed in your consumer file and in any subsequent report containing the information you disputed.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a CRA may not report negative information that is more than seven years old, or bankruptcies that are more than ten years old.
- **You may place a security freeze on your credit report.** A security freeze prevents your credit file from being shared with potential creditors or insurance companies. You may request a security freeze by contacting by calling the following toll-free telephone number(s): TransUnion: 888-909-8872, Experian: 888-397-3742, Equifax: 800-685-1111 (NY residents please call 1-800-349-9960). TransUnion, Experian and Equifax can also be reached at the following addresses:

TransUnion LLC
P.O. Box 2000
Chester, PA 19016
https://freeze.transunion.com

Experian Security Freeze
P.O. Box 9554
Allen, TX 75013
www.experian.com/freeze

Equifax Security Freeze
P.O. Box 105788
Atlanta, GA 30348
https://www.freeze.equifax.com

A fee may be charged for providing this service.

- **You may seek damages from violators.** If a CRA, or in some cases, a user of consumer reports or a furnisher of information to a CRA violates the NJFCRA, you may be able to sue in state court.

COMPLAINTS

DIVISION OF CONSUMER AFFAIRS
Department of Law and Public Safety
124 Halsey Street
Newark, NJ 07102
Phone: 800-242-5846
973-504-6200

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA.

a. For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

- You must be told if information in your file has been usedagainst you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.

- You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:

  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- You have the right to ask for a credit score. Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

- You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.

- You may limit "prescreened" offers of credit and insurance you get based on information in your credit report. Unsolicited

"prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.

- You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

- Identity theft victims and active duty military personnel have additional rights. For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumerprotection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	**CONTACT:**

1.a. Banks, savings associations, and credit unions with total assets of over $10 billion and their affiliates. b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:	a. Bureau of Consumer Financial Protection 1700 G Street NW Washington, DC 20006 b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357
To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	b. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 c. Federal Reserve Consumer Help Center d. P.O. Box 1200 Minneapolis, MN 55480 e. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Department of Transportation 400 Seventh Street SW Washington, DC 20590
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 1925 K Street NW Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 406 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F St NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Admin 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

EARNED SICK LEAVE POLICY

All employees are provided with a copy of 'NJ Earned Sick Leave - Notice of Employee Rights'

1. **PURPOSE:**

To provide Boardwalk Home Care, Inc.'s ('Boardwalk Home Care") Employees with earned sick leave in accordance with the New Jersey Earned Sick Leave Act ("Act").

2. **BENEIT YEAR:**

Boardwalk Home Care has established the following benefit year:
Start of Benefit Year: January 1 End of Benefit Year: December 31

3. **ELIGIBILITY:**

All Employees are eligible for earned sick leave.
Maximum Annual Benefit Hours: 40 Hours.

Immediately upon hire, Employees begin to accrue earned sick leave at the rate of one (1) hour of earned sick leave for every thirty (30) hours worked, up to a maximum of forty (40) hours per calendar year.

Newly hired Employees cannot use accrued earned sick leave until they have completed 120 calendar days of employment with Boardwalk Home Care. Existing employees can use accrued earned sick leave as it is earned; however, no employee will be eligible to use earned sick leave before February 26, 2019.

4. **ACCRUAL OF EARNED SICK LEAVE:**

For every thirty (30) hours worked with Boardwalk Home Care, Employees will earn one (1) hour of earned sick leave. It does not matter how many hours an Employee works per week, Employees will earn one (1) hour of earned sick leave for every thirty (30) hours worked up to the Maximum Annual Benefit Hours. For example, if an Employee regularly works fifteen (15) hour per week, he or she will earn one (1) hour of earned sick leave after two (2) weeks of work.
Employees will not accrue earned sick leave while they are not working such as when they are out on earned sick leave, or during periods of disability, or if they are out on a work-related injury, or during other periods or days when an Employee does not perform any work for Boardwalk Home Care.
Employees may earn up to a maximum of forty (40) hours of earned sick leave during each Benefit Year as defined above (i.e., January 1 to December 31).
Employees will not accrue any more earned sick leave hours once they have reached the maximum annual accrual. Employees will not receive retroactive earned sick leave credit for time worked after they reach the maximum accrual for the benefit year.
Employees may not borrow against future earned sick leave accrual. Employees can only use whatever earned sick leave they have accrued at the time they use the earned sick leave.

5. **USE OF EARNED SICK LEAVE:**

Earned sick leave must be taken in no less than full day increments, and to a maximum of 40 consecutive hours. Employees will be charged earned sick leave hours equal to the number of hours of their scheduled shift on the day or days that you use earned sick leave. For example, if an Employee uses earned sick leave on a day that he or she is scheduled to work 11 hours, the Employee will be charged with 11 hours of earned sick leave. While you are on earned sick leave, you shouldn't work for another employer at the same time.

Employees must specifically request that they wish to use accumulated sick leave hours in order to trigger payment for qualified time off. If your absence exceeds the number of earned sick leave hours accrued, the time not covered by earned sick leave will be unpaid leave.
Earned sick leave is not considered time worked and does not count for the purpose of overtime calculation. For example, if an Employee takes eight (8) hours of earned sick leave on Monday and works 40 hours between Tuesday and Sunday, no overtime is due because the number of hours worked during the week did not exceed 40.

Employees are required to use all accrued earned sick leave time if they request an extended leave of absence, or if they go out on disability, or if they are eligible and approved for unpaid leave under the federal Family Medical Leave Act and/or the New Jersey Family Leave Act.

Employees can use earned sick leave for the following specific purposes:

a. Time needed for diagnosis, care, or treatment of, or recovery from, the Employee's mental or physical illness, injury, or other adverse health condition, or for preventative medical care for the Employee;

b. Time needed for the Employee to aid or care for a family member of the Employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury, or other adverse health condition, or during preventative medical care for the family member;

c. Absence necessary due to circumstances resulting from the Employee, or a family member of the Employee, being a victim of domestic or sexual violence, if the leave is to allow the Employee to obtain for the Employee or the family member; medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence

agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal proceeding related to the domestic or sexual violence;

d. Time during which the Employee is not able to work because of a closure of Boardwalk Home Care, or the school or place of care of a child of the Employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the Employee, or a member of the Employee's family in need of care by the Employee, would jeopardize the health of others. Caregivers and direct care personnel, including nurses, who are deemed "essential personnel" and/or who are servicing acuity level 1 or 2 clients may be required to report for work during any such closure or public health emergency; or

e. Time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function, or other event requested or by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting in regarding care provided to the child in connection with the child's health condition or disability.

6. NOTICE OF INTENT TO USE EARNED SICK LEAVE:

Foreseeable Need to Use Earned Sick Leave: When the need for earned sick leave is foreseeable, Employees are required to provide 7 days' notice, in writing, of their intention to use earned sick leave. We may deny a request for earned sick leave if an Employee does not provide notice and the need was foreseeable.

The need to use earned sick leave will be considered "foreseeable," when the Employee is able to predict or know in advance that he or she will need to earned sick leave, such as a scheduled doctor's visit, a regularly occurring medical treatment, or regularly scheduled therapy appointment. Where the Employee's need to use earned sick leave is foreseeable, the Employee must make a reasonable effort to schedule the use of earned sick leave in a manner that does not unduly disrupt Boardwalk Home Care's operations.

There are certain dates on which the use of foreseeable earned sick leave would be unduly disruptive to Boardwalk Home Care's. To limit the disruption to our operations, Boardwalk Home Care prohibits Employees from using foreseeable earned sick leave during the following times:

Before or after a Boardwalk Home Care recognized Holiday;
During the week between Christmas Eve and New Year's Day.

Unforeseeable Need to Use Earned Sick Leave: When the need to use earned sick leave is unforeseen, Employees are required to notify their supervisor as soon as practicable of your intention to use earned sick leave and the expected duration of your absence. For Caregivers and direct care personnel, in addition to leaving a voice message and/or sending a text or e-mail, you are required to speak directly with their supervisor as soon as practicable.

The need to use earned sick leave would be considered "not foreseeable," when an Employee requires time to care for, or obtain medical treatment for, themselves or a family member that was not reasonably anticipated. An example of a need to use earned sick leave that is "not foreseeable," is when an Employee wakes up in the morning to get ready for work and has a fever and does not feel well enough to report for work that morning. In this example, it would be practicable for the Employee to provide notice of the need for earned sick leave at the time he or she wakes up to get ready to work.

Our clients depend on us to maintain their quality of living, and in some cases their well-being is dependent on our Employees being there as scheduled and on-time. For Caregivers and direct care personnel, it is important that you strive to provide the office with sufficient advanced notice of your inability to report as scheduled to allow the office enough time to fulfill our responsibility of care to the client by finding a replacement worker. While we recognize that it is not always practicable to do so, we ask that Caregivers and direct care personnel provide a minimum of two (2) hours' notice of the unforeseen need to use earned sick leave whenever possible.

7. PAYMENT OF EARNED SICK LEAVE:

Earned sick leave will be paid at the Employee's regular rate of pay. If an Employee works two or more different jobs for Boardwalk Home Care at different rates of pay, or if an Employee's rate of pay fluctuates for the same job, the rate of pay for earned sick leave purposes will be the amount that the Employee is regularly paid for each hour of work as determined by adding together the Employee's total earnings, exclusive of overtime premium pay, for the seven most recent workdays when the Employee did not take leave and dividing that sum by the total hours of work during that seven-day period. Discretionary bonuses will not be included when determining an Employee's rate of pay for earned sick leave purposes.

8. DOCUMENTATION & VERIFICATION:

Where the Employee's need to use earned sick leave is not foreseeable and the Employee seeks to use earned sick leave during any of the "certain dates" described above during which the use of foreseeable earned sick leave is prohibited, or where the Employee uses earned sick leave for three (3) or more consecutive days, the Employee will be required to provide reasonable documentation that earned sick leave is being taken for a permissible purpose under this Policy.

The term “reasonable documentation” shall have the following meanings under the following circumstances:

If earned sick leave is sought by the Employee under 5 (a) or (b) above, “reasonable documentation” shall mean documentation signed by a health care professional who is treating the Employee or the family member of the Employee indicating the need for the leave and, if possible, the duration of the leave;

If earned sick leave is sought by the Employee under 5 (c) above, “reasonable documentation” shall mean medical documentation; a law enforcement agency record or report; a court order; documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense; certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney, or other professional who has assisted the Employee or family member in dealing with the domestic or sexual violence;

If earned sick leave is sought by the Employee under 5 (d), “reasonable documentation” shall mean a copy of the order of the public official or the determination by the health authority; or

If earned sick leave is sought by the Employee under 5 (e) above, “reasonable documentation” shall mean tangible proof of the school-related conference, meeting, function, or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the education of the Employee’s child; or tangible proof of the meeting regarding care provided to the child of the Employee in connection with the child’s health conditions or disability.

9. CARRY-OVER:

Up to 40 hours of accrued and unused earned sick leave can be carried over to the following Benefit Year. No Employee will be entitled to carry forward from one Benefit Year to the next more than 40 hours of earned sick leave. No Employee will be entitled to more than 40 hours of earned sick leave in any Benefit Year, including any earned sick leave carried over from a prior Benefit Year. For example, if an Employee carries over 20 hours of earned sick leave into a new Benefit Year, the Employee will only be permitted to accrue an additional 20 hours of earned sick leave in the current Benefit Year.

10. TERMINATION OF EMPLOYMENT:

Accrued and unused earned sick leave hours will not be paid out at the time of an Employee’s separation from service with Boardwalk Home Care.

Employees who are separated from service, and who return to employment with Boardwalk Home Care within six (6) months will have their accrued and unused earned sick leave hours restored and will regain their eligibility for earned sick leave. An Employee that has been separated from service with Boardwalk Home Care for more than six (6) months, including an Employee that has refused assignments for more than six (6) months, will not have their accrued and unused earned sick leave restored upon rehire or re-engagement.

11. NO RETALIATION:

Boardwalk Home Care will not retaliate or discriminate against any Employee because the Employee requests or uses earned sick leave in accordance with this Policy, or because the Employee files a complaint with the appropriate regulatory authorities alleging that Boardwalk Home Care has violated this Policy or the Act, or because the Employee informs any other person of his or her rights under this Policy or under the Act.

An Employee’s legitimate use of earned sick leave under this Policy will not result in the Employee being subject to discipline, discharge, demotion, suspension, loss or reduction of pay, or any other adverse employment action. Nothing in this Policy shall be construed as prohibiting Boardwalk Home Care from taking disciplinary action against an Employee who uses earned sick leave for a purpose other than as outlined in this Policy.

NO PART OF THIS POLICY IS INTENDED TO BE A GUARANTEE OF EMPLOYMENT OR CONTINUED EMPLOYMENT WITH BOARDWALK HOME CARE. NOR SHOULD ANY PART OF THIS POLICY BE CONSTRUED AS A GUARANTEE OF ANY SPECIFIC TERMS AND CONDITIONS OF EMPLOYMENT. THIS POLICY DOES NOT ALTER OR IN ANY WAY CHANGE YOUR AT-WILL EMPLOYMENT STATUS, WHICH MEANS THAT BOTH YOU AND/OR BOARDWALK HOME CARE CAN TERMINATE THE EMPLOYMENT RELATIONSHIP FOR ANY REASON OR NO REASON AT ALL, AND WITH OR WITHOUT NOTICE OR CAUSE. MOREOVER, THIS POLICY DOES NOT CREATE A CONTRACT, EITHER EXPRESS OR IMPLIED, BETWEEN YOU AND BOARDWALK HOME CARE.

New Jersey Department of Labor and Workforce Development

New Jersey Earned Sick Leave

Notice of Employee Rights

Under New Jersey's Earned Sick Leave Law, most employees have a right to accrue up to 40 hours of earned sick leave per year. Go to nj.gov/labor to learn which employees are covered by the law.

New employees must receive this written notice from their employer when they begin employment, and existing employees must receive it by November 29, 2018. Employers must also post this notice in a conspicuous and accessible place at all work sites, and provide copies to employees upon request.

YOU HAVE A RIGHT TO EARNED SICK LEAVE.
Amount of Earned Sick Leave Your employer must provide up to a total of 40 hours of earned sick leave every benefit year. Your employer's benefit year is:

Start of Benefit Year: _____ End of Benefit Year: _____

Rate of Accrual
You accrue earned sick leave at the rate of 1 hour for every 30 hours worked, up to a maximum of 40 hours of leave per benefit year. Alternatively, your employer can provide you with 40 hours of earned sick leave up front.

Date Accrual Begins
You begin to accrue earned sick leave on October 29, 2018, or on your first day of employment, whichever is later.
Exception: If you are covered by a collective bargaining agreement that was in effect on October 29, 2018, you begin to accrue earned sick leave under this law beginning on the date that the agreement expires.

Date Earned Sick Leave is Available for Use
You can begin using earned sick leave accrued under this law 120 days after you begin employment.

Acceptable Reasons to Use Earned Sick Leave
You can use earned sick leave to take time off from work when:

- You need diagnosis, care, treatment, or recovery for a mental or physical illness, injury, or health condition; or you need preventive medical care.
- You need to care for a family member during diagnosis, care, treatment, or recovery for a mental or physical illness, injury, or health condition; or your family member needs preventive medical care.
- You or a family member have been the victim of domestic violence or sexual violence and need time for treatment, counseling, or to prepare for legal proceedings.
- You need to attend school-related conferences, meetings, or events regarding your child's education; or to attend a school-related meeting regarding your child's health.
- Your employer's business closes due to a public health emergency or you need to care for a child whose school or child care provider closed due to a public health emergency.

Family Members
The law recognizes the following individuals as "family members:"

- Child (biological, adopted, or foster child; stepchild; legal ward; child of a domestic partner or civil union partner)
- Grandchild
- Sibling
- Spouse
- Domestic partner or civil union partner
- Parent
- Grandparent
- Spouse, domestic partner, or civil union partner of an employee's parent or grandparent

- Sibling of an employee's spouse, domestic partner, or civil union partner
- Any other individual related by blood to the employee
- Any individual whose close association with the employee is the equivalent of family

Advance Notice
If your need for earned sick leave is foreseeable (can be planned in advance), your employer can require up to 7 days' advance notice of your intention to use earned sick leave. If your need for earned sick leave is unforeseeable (cannot be planned in advance), your employer may require you to give notice as soon as it is practical.

Documentation
Your employer can require reasonable documentation if you use earned sick leave on 3 or more consecutive work days, or on certain dates specified by the employer. The law prohibits employers from requiring your health care provider to specify the medical reason for your leave.

Unused Sick Leave
Up to 40 hours of unused earned sick leave can be carried over into the next benefit year. However, your employer is only required to let you use up to 40 hours of leave per benefit year. Alternatively, your employer can offer to purchase your unused earned sick leave at the end of the benefit year.

You Have a Right to be Free from Retaliation for Using Earned Sick Leave
Your employer cannot retaliate against you for:
Requesting and using earned sick leave
Filing a complaint for alleged violations of the law
Communicating with any person, including co-workers, about any violation of the law
Participating in an investigation regarding an alleged violation of the law, and
Informing another person of that person's potential rights under the law.

Retaliation includes any threat, discipline, discharge, demotion, suspension, or reduction in hours, or any other adverse employment action against you for exercising or attempting to exercise any right guaranteed under the law.

You Have a Right to File a Complaint
You can file a complaint with the New Jersey Department of Labor and Workforce Development online at nj.gov/labor/wagehour/complnt/filing_wage_claim.html
or by calling 609-292-2305 between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.

Keep a copy of this notice and all documents that show your amount of sick leave accrual and usage.
You have a right to be given this notice in English and, if available, your primary language.
For more information visit the website of the Department of Labor and Workforce Development: nj.gov/labor.

Enforced by: NJ Department of Labor and Workforce Development
Division of Wage and Hour Compliance, PO Box 389, Trenton, NJ 08625-0389 • 609-292-2305
This and other required employer posters are available free online at nj.gov/labor, or from the Office of Constituent Relations, PO Box 110, Trenton, NJ 08625-0110 • 609-777-3200.
If you need this document in Braille or large print, call 609-292-2305. TTY users can contact this department through the New Jersey Relay: 7-1-1.

NEW JERSEY DEPARTMENT OF

LWD

LABOR AND WORKFORCE DEVELOPMENT
nj.gov/labor

Display this poster in a conspicuous place MW-565 (9/18)

ORIENTATION MANUAL

JOB DESCRIPTION

POSITION TITLE: **CERTIFIED HOME HEALTH AIDE**

Description of the setting & physical and environmental requirements with or without reasonable accommodation: Work is in a variety of home environments. Frequent travel by car or public transportation throughout the service area is necessary. 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. Required ability to participate in physical activity; ability to work for extended period of time while standing and being involved in physical activity; may require heavy lifting.

Hours to be worked: Range from 1 hour shift, to 24 hour live-in. Office staff will convey individual case assignments.

Special equipment to be operated: Hoyer Lift (in certain instances) other home medical equipment used in the provision of personal care services. RN Supervisor will supervise.
Special employer policies or limitations to be required: None

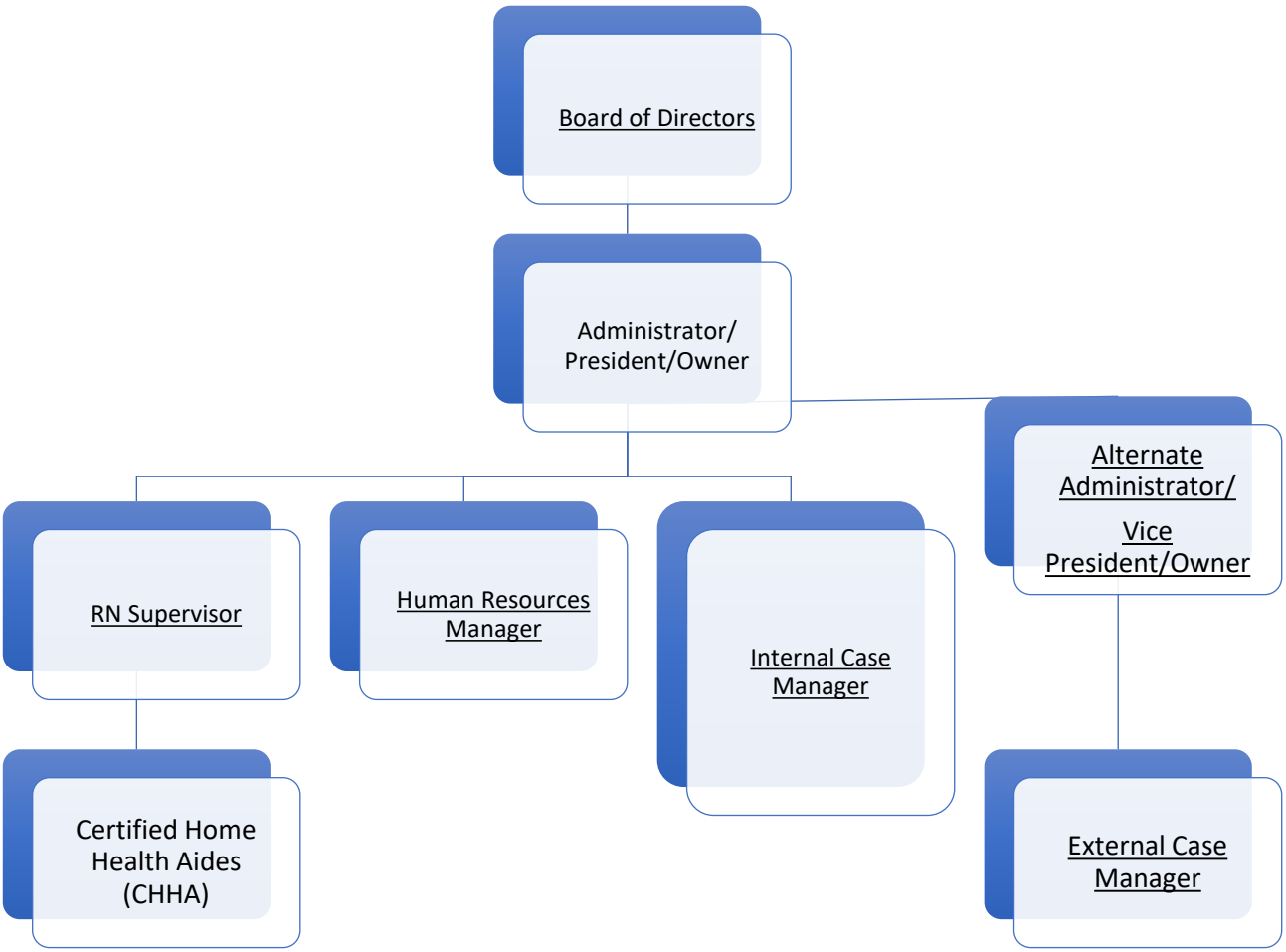
Minimum job qualifications - special skills or certificates required: A Certified Home Health aide in good standing, holding a current certificate in New Jersey. Able to effectively communicate with clients and co-workers. Ability to perform tasks involving physical activity, which may include heavy lifting and extensive bending and standing. Ability to deal effectively with stress.

Job duties:
A certified home health aide is a person who carries out health care tasks as an extension of a registered professional nurse. A CHHA also provides assistance with personal hygiene, housekeeping and other related supportive tasks for a patient with health care needs in his/her home. 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.

- Write visit reports (Daily Activity Report, etc.) to accurately record the care provided in the home, and complete other forms to document the work of this position, including incident reports and time and attendance reports. Ensure the Client signs the Daily Activity Report and Time Sheets as instructed. Submit these reports on time.
- Consistently takes and records temperature, pulse, and respiration when advised and reports all variations from normal.
- Competently assists the client in bathing in bed, in tub and in shower. Competently assists the client with care
- of teeth and mouth.
- Competently assists the client with grooming, care of hair including shampoo and shaving.
- Competently assists the client with foot care.
- Competently assists the client with ordinary care of nails (no cutting). Competently assists the client on and off bedpan, commode and toilet. Competently assists the client in moving from bed to chair or wheelchair and in walking with a cane or walker.
- Competently assists the client with eating.
- Prepares and serves meals according to instructions.
- Competently assists the client with dressing.
- With guidance from the nurse, arranges a schedule so that the patient follows medical recommendations such as increased physical activity and taking their own medication.
- Remind his/her patient to take their own medications as directed by the RN.
- Maintains records as instructed by the professional registered nurse.
- Competently performs other pertinent care functions as assigned and demonstrated by the Professional Registered Nurse.
- Safely accompanies client to obtain medical care.
- Makes and changes clients bed.
- Dusts and vacuums the rooms the client uses.

- Washes the clients dishes.
- Tidies the clients kitchen, bedroom, bathroom and personal environment.
- Makes a list of needed supplies.
- Shops for the client if no other arrangement is possible. The CHHA should never purchase alcohol or non prescription drugs for the client.
- Washes the clients' personal laundry if no family member is available or able, including ironing.
- Sends clients linen to laundry if necessary.
- Utilizes aseptic technique to clean around and secure the clients foley catheter or condom catheter.
- Competently cares for an incontinent patient.
- Assists the patient in changing position to prevent decubiti.
- Consistently follows the Aide Plan of Care developed by the RN.
- Consistently records all pertinent information on the Aide Plan of Care, and time cards in an appropriate timely manner.
- Correctly measures and records Intake and Output as directed by the RN.
- Competently assists the patient with range of motion exercises as directed by RN or therapist.
- Demonstrates the ability to communicate effectively with the client and his/her family members
- Assists the RN supervisor to make client visits by ensuring presence of self and client at the time planned.
- Demonstrates the ability to communicate effectively with other members of the health care team and staff of the agency.
- Consistently reports occurrences to the Nursing Supervisor.
- Consistently adheres to universal precautions, aseptic technique and infection control guidelines.
- Consistently implements care in a manner that is maximally safe for the client, his/her family and self.
- Consistently seeks, accepts and implements suggestions to improve performance.
- Demonstrates respect for the opinion of others.
- Consistently assumes and follows through on the responsibility for assignment.
- Demonstrates the ability to function effectively under stressful situations.
- Maintains confidentiality of client observations and records.
- Utilizes time effectively, maintaining a consistent level of productivity.
- Completes the continuing education requirements annually (12 hours).
- Consistently complies with standards for attendance, absence notification and punctuality.
- Consistently demonstrates professionalism through appearance, performance and communication.
- Assumes responsibility for reading and comprehending all posted notices, communications and policies and procedures related to CHHA’s.
- Demonstrates competencies to provide care to patients of all ages.
- Respects the rights, privacy and property of others at all times.
- A criminal background check is required.
- BHC Name Badges MUST be worn at all times

Organizational Chart



CLIENT CHARTS - Record Keeping & Reporting

Policy # 5-01

Policy: The Agency will document each direct contact with the client to ensure that there is an accurate record of the services provided, client response, and conformance with the Care Plan. This documentation will be completed by the direct staff and monitored by the skilled professional (RN) responsible for managing the client's care. An accurate record is maintained for each client.

PROCEDURE:
Agency personnel shall use appropriate report to document ongoing client assessment, care, and needs when visits are made, when specific services are provided during each visit, or when specific parameters are to be followed. Entries will be signed and dated.

CHHA:

- The CHHA uses the appropriate Activity Sheet to document services rendered to the client.
- CHHA shall maintain weekly activity records, which shall include:
    - Date and time of each client assignment
    - Documentation of the activities performed, as well as those activities identified in the Care Plan that were **refused**
    - Changes in the client's condition
    - Date and signature of the CHHA
    - All entries should be legible and clear
    - Date and signature of client, family member, significant other (or Waiver of Signature on file)
- The Activity Sheet shows effective communication between all personnel involved in the client's care, including RN Supervisor, CHHAs and office staff.
- The RN or designated person is responsible for reviewing the CHHA Activity Sheet before it is filed in client chart.
    - Discrepancies are checked with CHHA
    - Errors are corrected as needed
    - Changes in client need/condition are to be reported to RN Supervisor who will review and determine necessary actions.

HIPAA - CONFIDENTIALITY & RECORDS

POLICY:
Pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the privacy standards passed by Congress in response to that Act, as applicable, the Agency's policy is that any Protected Health Information (PHI) is to be treated with confidentiality by all employees. PHI is protected from misuse, disclosure and/or publication at all times other than is strictly necessary to promote the agreements between the company and clients, employees, representatives, third party payers, caregivers or other persons or entities with which the company works.

CONFIDINTIALITY
Definition of PHI & EPHI:
Under HIPAA, protected health information (PHI) is considered to be individually identifiable health information, or individually identifiable information that is created, collected, or transmitted by a HIPAA-covered entity in relation to payment for healthcare services.

- Health information such as diagnoses, treatment information, medical test results, and prescription information are considered protected health information under HIPAA, as are national identification numbers and demographic information such as birth dates, gender, ethnicity, and contact and emergency contact information.
- PHI relates to physical records, while EPHI is any PHI that is created, stored, transmitted, or received electronically.
- PHI only relates to information on patients or health plan members. It does not include information contained in educational and employment records.
- PHI is only considered PHI when an individual could be identified from the information. If all identifiers are stripped from health data, it ceases to be protected health information and the HIPAA Privacy Rule's restrictions on uses and disclosures no longer apply.

T**he types of information covered** by the policy include:

- Paper, electronic and computerized information
- Telephone and cell phone communications
- Verbal and faxed information

Persons authorized to release PHI: The Administrator/Owner are the only individuals authorized to release PHI/EPHI. All requests are submitted to Administrator/Owner.

Conditions that warrant the release of PHI/EPHI:

- For treatment, payment and healthcare operations.
- With authorization or agreement from the individual client.
- For incidental uses such as physicians talking to clients in a semi-private room.
- When requested or authorized by the individual, although some exceptions may apply.
- Without client authorization only by court order, subpoena or other legally recognized information access procedure

PROCEDURE:
1) Admission staff will obtain the signed authorization (Informed Consent form) from the client or someone legally authorized to act on behalf of the client, at the time of admission, which will allow for the release of PHI for the purposes of treatment, payment and health care operations (which include dealings with licensing, regulatory and accrediting bodies).
2) The client will receive the Notice of Privacy Practices form, which provides a description of the information the client/authorized party is authorizing the Agency to release.

3) If information is requested for any other purpose than treatment, payment or health care operations, a separate authorization form listing specific information to be released, will be signed by the client (or someone legally authorized to act on behalf of the client) prior to release by the Agency. (Authorization to Release Information form)

4) All employees and governing body members will receive training in confidentiality of client information during orientation and yearly. Employees are further required to sign a " HIPAA/ Confidentiality Agreement" during the hiring process
5) Staff will follow all HIPAA regulations
6) Staff is instructed NOT to:
   a) Leave records open and unattended
   b) Document in public places
   c) Keep records overnight in vehicles or other easily accessed locations
   d) Take one client record into another client residence
   e) Review charts of clients for whom they are not providing care

7) Client names on Performance Improvement (QAPI) reports will be replaced with client numbers or initials.
8) The Business Associates Agreement is to be signed by vendors who would have access to client information, such as computer support vendor, billing agents, or other outside vendor that would access client information.

RECORDS

1) Client records are retained for a period of at least seven years from the date of the most recent discharge or the death of the client. Client records will be retained if the agency discontinues operations.
2) Original/scanned copies of all active client records are kept in a secure location on the premises. Current electronic client records are stored in an appropriate secure manner as to maintain the integrity of the client data on web-based software.
3) Documents can be archived and stored after one year. All archived documents must be easily retrievable and made available to the appropriate entity upon request.
4) Client record information is safeguarded against loss or unauthorized use. Client records are kept in a secure location to prevent loss, tampering and unauthorized use. Records will be stored in a manner that minimizes the possibility of damage from fire and water. The Agency secures system access through the use of passwords
5) An off-site computer program keeps web-based records. The computer program can be re-established off site if the agency is destroyed.
6) The following employees are authorized to make entries in the client record:
   a) Management
   b) Clinical Management staff
   c) Clinical staff provide care to client
   d) Case Managers - internal and external
   e) Human Resources

7) Accessibility to client charts is limited to office staff, staff caring for the client, licensing, regulatory, and accrediting bodies. Staff members will discuss client-related information with company personnel only on a need-to-know basis
8) Portions of client records may be copied and removed from the premises to ensure that appropriate personnel have information readily accessible to them to enable them to provide the appropriate level of care when needed. Copies will be transported in a secured folder and protected for confidentiality.

CLIENT BILL OF RIGHTS & RESPONSIBILITIES

POLICY:
Agency will provide all patient/clients with a copy of a written Client/Patient Bill of Rights which is designed to recognize, protect, and promote the rights of each patient/client to be treated with dignity and respect of their rights and responsibilities. Agency will also instruct the staff to comply with these rights while delivering services, assure that patient/clients understand these rights and responsibilities, and afford them their rights as home care consumers.

PROCEDURE:
Regarding client rights and responsibilities:

- Agency will provide all clients with a copy of a written Client Bill of Rights & Responsibilities upon admission
- Admission staff will review the Bill of Rights & Responsibilities with client or appropriate representative
- Client or appropriate representative will sign an acknowledgement and understanding of rights and responsibilities
- The signed acknowledgement will be kept in the client record
- A copy of Client Bill of Rights & Responsibilities will be left with client or appropriate representative
- Agency protects and promotes the exercise of client rights, as stated in policy
- Caregivers are trained on the Client Rights & Responsibility Policy, during orientation and annually

CLIENT BILL OF RIGHTS AND RESPONSIBILITIES

These Rights and Responsibilities will be followed by all employees of Boardwalk Homecare that provide services to you in your place of residence, as well as the patient/clients. You receive a copy of these rights upon admission to Agency. You have the right to exercise these rights at any time without fear of reprisal or discrimination in services.

Client has the right to:

- Be fully informed in advance about care/service to be provided, including the disciplines that furnish care/service and the frequency of visits, as well as any modifications to the plan of care/service
- Be informed, in advance, both orally and in writing, of care/service being provided; of the charges, including payment for care/service expected from third parties and any charges for which the client will be responsible
- Receive information about the scope of services that the Agency will provide and specific limitations on those services
- Participate in the development and periodic revision of the plan of care/service
- Refuse care or treatment after the consequences of refusing care or treatment are fully presented
- Be informed of client/patient rights under state law to formulate an Advanced Directive, if applicable. Client can call 800-792-9770 for any issues regarding Advance Directives implementation.
- Have one's property and person treated with respect, consideration, and recognition of client/patient dignity and individuality
- Voice grievances/complaints regarding treatment or care/service, lack of respect of property or recommend changes in policy, personnel, or care/service without restraint, interference, coercion, discrimination, or reprisal
- Have grievances/complaints regarding treatment or care/service that is (or fails to be) furnished, or lack of respect of property investigated
- Confidentiality and privacy of all information contained in the client/patient record and of Protected Health Information (PHI) (not applicable for PDC)
- Be advised on the agency's policies and procedures regarding the disclosure of client records
- Be able to identify visiting personnel members through agency generated photo identification
- Be free from mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and misappropriation of client/patient property
- Choose a health-care provider, including an attending physician*, if applicable
- Receive appropriate care/service without discrimination in accordance with physician's* orders, if applicable
- Be informed of any financial benefits when referred to a PD
- Be fully informed of one's responsibilities
- Be advised of the State Abuse hotlines:

  NJ Adult Protective Services: 800-792-8820

NJ Child Abuse Hotline: 877-652-2873

- State Complaint Hotline and the reasons for calling the hotline are for asking questions or voicing complaints about the Agency. The NJ Complaint Hotline is 800-792-9770, available 24 hour a day. You can also write to:

New Jersey Department of Health
Division of Health Facilities Evaluation and Licensing
PO Box 367
Trenton, NJ 08625-0367

OR

New Jersey Division of Consumer Affairs
P.O. Box 45025
Newark, New Jersey 07101
www.njconsumeraffairs.gov
Complaints 973-504-6200

Patient/Client has the responsibility to:

1. Notify Agency of changes in their condition or service situation (hospitalization, symptoms, etc.).
2. Cooperate and participate in the implementation of the established and agreed upon care plan.
3. Notify Agency if the visit schedule needs to be changed.
4. Keep appointments and notify Agency if unable to do so.
5. Inform Agency of the existence of, and any changes to, advance directives.
6. Advise Agency of any problems or dissatisfaction with the service.
7. Provide a safe environment for service to be provided.
8. Use appropriate language and behavior and dress appropriately around staff.
9. Provide acceptable accommodation in the home and meals **for live-in aides only**. If meals are not provided there will be an additional daily charge for meals.
10. Respect the rights of all organization personnel and cooperate with them regardless of race, color, religion, age, gender, sexual orientation or national origin.
11. Review and sign activity reports, care notes and other required agency documents, as requested.
12. Acknowledge that all original documents are the property of Agency and to return all used and unused agency documents upon discharge from care.
13. Reasonably protect, secure and store your valuables
14. Refrain from discussions of a personal nature with staff
15. Pay bills for services rendered in a timely manner.

ADVANCE DIRECTIVES

Policy:
Clients have the right to accept or refuse medical care, client resuscitation, surgical treatment, and the right to formulate an Advance Directive.

Client care/service is not prohibited based on whether or not the individual has an Advance Directive. Patients have the right to refuse care/service after the consequences of refusal of services is explained to them or their caregivers.

Client has the right to revoke or change an Advance Directive at any time. Client will need to notify the Agency of changes.

Employees will assist clients/patients with resources to obtain an Advance Directive upon request of the client/legal representative.

Client Education: Boardwalk Homecare provides client education upon admission:

- Information about Advance Directives (Advance Directives Information form)

- Boardwalk Homecare policy regarding Advance Directives, resuscitation and medical emergencies (Advance Directive/Resuscitation/Medical Emergencies Policy form)

Honor Existing Advance Directives: Boardwalk Homecare will inquire about the existence of Advance Directives and document in the client record. Agency employees shall honor all Advance Directives made available to them by client. (Advance Directives Verification form)

Staff Education: The Agency instructs staff on the Advance Directive/Resuscitation/Medical Emergencies policy.

Resuscitation and Medical Emergencies: Client medical emergencies are directed through the state's 911 emergency system. Advance Directive General Information: Advance Directives include written instructions from a Physician and the client/patient regarding resuscitation and withholding or withdrawing treatment. These directives may include, but are not limited to, Living Wills and designating another person to make medical decisions for them should they become unable to make these decisions (Healthcare Power of Attorney). Patients/ legal guardians should discuss their desire to complete an Advance Directives with their physicians and obtain the required paperwork/form signed by all responsible parties involved.

PROCEDURE:
Client Education:
Advance Directives Information: The agency will provide all clients with the advance directive information form upon admission to educate the client/representative/family regarding the client's rights to accept or refuse medical care, resuscitation, surgical treatment, as well as the right to formulate an advance directive.
Advance Directives, Resuscitation and Medical Emergencies Policy: The agency will provide all clients with the Advance Directive/Resuscitation/Medical Emergencies Policy form upon admission to educate the client/representative/family regarding the agency's policies.

Honor Existing Advance Directives: Upon admission the agency will inquire about the existence of Advance Directives and document in the client record. Agency employees shall honor all Advance Directives made available to them by client. (Advance Directives Verification form)

Staff Education: All employees will receive instruction on the Advance Directive, Resuscitation and Medical Emergencies policy at during orientation and on an annual basis. Boardwalk Homecare employees do not administer CPR.

Resuscitation and Medical Emergencies:
Patients and families will be provided written information about the organization's policies for Advance Directives, resuscitation, medical emergencies and accessing 911 services (EMS) prior to the initiation of care/services. (BHC Advance Directives, Resuscitation and Medical Emergencies Policy form)

In the event that a client suffers respiratory or cardiac arrest in the presence of an employee, the employee will contact emergency medical services unless an Advance Directive with a Do Not Resuscitate (DNR) form is present. "DNR" orders are

not to be followed by CHHAs - 911 must still be called in any emergency. The office or on-call designee is notified.

Client medical emergencies are directed through the state's 911 emergency system.

If there is a non-life-threatening emergency CHHAs are instructed to contact the office or on call number where a supervisor shall provide guidance on the situation, which may include calling 911 or following the instructions for client emergency management (including evacuation) provided during admission.

If a life-threatening situation arises or an apparent injury (adverse event) occurs when a CHHA is alone with a client, 911 is called first, and then the office or on call designee is notified.

If the CHHA reports to client's home and the client has expired, 911 is called. The RN Supervisor or Administrator will notify the client's physician if deemed necessary and will update the clinical records to note the event(s).

Patient/Client's and primary caregivers (family) are advised upon admission that our Agency provides after hours "on call" coverage.

Clients and their families are instructed upon admission how to respond to emergencies on the Emergency Management Plan.

CONFLICT OF INTEREST

POLICY:

Definition: Conflict of interest (COI) - A situation in which a person or organization is involved in multiple interests, financial or otherwise, and serving one interest could involve working against another. A potential for conflict of interest is said to exist when a person can gain a financial benefit, either directly or indirectly, through "insider" connections or association with the agency.

Definition: Financial interest - A person has a financial interest if the person has any of the following, directly or indirectly, through business, investment, or family:

- An ownership or investment interest in any entity with which agency has a transaction or arrangement,
- A compensation arrangement with agency, and any entity or individual with which Agency has a transaction or arrangement
- A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which Agency is negotiating a transaction or arrangement.

(Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial)

If a matter arises in which an Owner, Board Member or Employee has a conflict of interest it shall be promptly disclosed to the agency and must be approved by the Governing Body/Owner.

Board Members are generally prohibited from activities that might present conflicts of interest. The powers of directorship may not be used to personally benefit the Director at the corporation's expense.

Board Members and employees are required to demonstrate the utmost good faith in his/her dealings with and on behalf of the organization
No one is permitted to use his/her knowledge of the company operations or plans in such a way that a conflict might arise between them and the organization
No one will accept gifts or favors or entertainment that might influence their decision-making responsibilities to the organization
A full disclosure must be made of all facts pertaining to any transaction, including employment outside of the organization that is subject to any doubt concerning the possible existence of a conflict of interest before consummating the transaction
Employees are trained on conflicts of interest during orientation.

PROCEDURE:

All employees, contract staff (if applicable) and governing body members will abide by the Conflict of Interest policy.
Procedure for COI Disclosure: Disclosures are recorded on the Conflict of Interest Disclosure Form. In addition to conflicts and potential conflicts of interest that may arise for all employees, the following disclosures are required:

- Board members and executive staff at the time of appointment
- All owners with holdings of 5% or more interest in the company, at the time ownership is acquired
- Employees, at the discretion and/or specific request from the Governing Body/Owner

In the event of proceedings that require input or voting, the individual(s) with a conflict of interest is/are excluded from that activity.
Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed:

- The conflicting interest is fully disclosed;
- The person with the COI is excluded from the discussion and approval of the transaction;
- A competitive bid or comparable valuation exists (if applicable)
- The governing body/owner has determined that the transaction is in the best interest of the organization.

If a conflict or potential conflict of interest appears to arise for a staff member, the staff member must immediately reveal the potential conflict to his/her immediate supervisor, who will notify the administrator. The governing body/Owner shall determine whether a conflict exists. If it determined that a conflict of interest does exist, a Conflict of Interest Disclosure Form must be signed by the applicable Governing Body member or employee. The decision shall be recorded in the minutes of the Board meeting.

Crisis Situations & Emergency Preparedness

POLICY:
Emergency preparedness plan will be maintained to meet critical client needs in a disaster or crisis situation.

Coverage will be available 24 hours a day through cell phones, answering services and/or call forwarding.

Clients will be given the organization's 24-hour telephone number and instructed on procedures to take in the event of a disaster. Staff will be contacted through the existing phone tree.

PROCEDURE:
In the event of a disaster the Administrator will determine if the physical site at the organization is safe (i.e., in the event of earthquake, tornado, or hurricane) and habitable. When the power is out at the organization, the Administrator will contact the electric company for the time frame for resolution. An emergency alternate site, such as a home office, may be used.

As part of improving the emergency plan process, the organization will hold a disaster drill at least once a year.

In the event that the organization cannot reach the affected area, the client is instructed to follow their Emergency Management Plan which was created by the RN Supervisor.

Staff will respond to individual clients on an as-needed basis depending upon the accessibility of the affected area.

It is the policy of the company to establish and maintain open communication with the local office of FEMA. Our staff should be informed as to the local provisions from the local Federal Emergency Management Agency (FEMA) office for the emergency planning.

In the event the organization is unable to provide services to current clients, another Agency company will be contacted to provide services on their behalf.

The Crisis Situation Policy will be reviewed with all employees during orientation and annually.

Education materials are provided to the client in the Client Admission Packet.

Emergency phone numbers are as follows:

- Boardwalk Homecare: 732-841-6503
- Monmouth County Office of Emergency Management: 732-431-7400
- New Jersey Office of Emergency Management: 609-882-2000 ext. 2500

Organization Name	Boardwalk Homecare
Title of Policy & Procedure	Aide Qualifications & Certification Requirements
Number of Policy & Procedure	Policy #4-02
Effective Date	03/01/2019

POLICY:
The agency will verify licensure and/or registration for applicable positions prior to hire, and prior to expiration.

All RNs, LPNs and CHHAs must hold a valid, current New Jersey license in good standing, in accordance with the state's occupational certification regulations. Out-of-state certifications are also not valid for in-home personal care in New Jersey.

All employees in positions that require a license, registration or certification will duly and properly possess them and provide copies of them to the Agency.

Employees who allow their license to lapse or whose licenses are suspended for any reason, will not be assigned to client care pending reinstatement of license, and must bring the fact that their license has lapsed or is suspended to the immediate attention of the Agency. During the time that an employee's license has lapsed or is suspended, the employee may be suspended without pay or terminated.

Licensure/Certification will be checked prior to hiring and annually thereafter. Results of the licensure/certification check will be kept in the employee personnel record.

Home Health Aide Course
In NJ the CHHA course consists of 60 hours of class lecture and 16 hours of competency training. Once training is complete, applicants will have the knowledge and skills required by the New Jersey State Board of Nursing to become a Certified Home Health Aide. Applicants will receive a certificate that the course is finished; however, applicants must apply to the Board of Nursing within 6 months of completing the course to receive state certification.

Requirements to become a HHA
Applicants must be 18 years of age, U.S. citizens or qualified legal alien, and have the ability to read, write and speak English proficiently. Applicants must be physically capable of participating in class work such as lifting, getting patients out of bed, giving bed baths, aiding transfers for those with limited mobility, and other patient related care. **The NJ Board of Nursing requires that applicants be current on child support obligations, not be in default of student loans, not have been convicted on any "Disqualifying Crimes". Applicants will have to pass a criminal background check and be fingerprinted.** Applicants will be asked to demonstrate the ability to read and write English. Applicants must bring government issued ID and social security card to register for the class. If applicant is not a US citizen, they must bring in proof of eligibility to work in the USA. A birth certificate is also required for the Board of Nursing application. The BON also requires any documents pertaining to name changes, such as marriage certificates or divorce decrees. Documents will be uploaded when you apply online for your state certification.

All HHA's certified through the NJ Board of Nursing need to have a "promise of employment" from a prospective HHA agency in order to get certified. In order to maintain the certification, HHA's will need to be employed and registered with an agency during certification and at time of renewal.

TRAINING SPECIFIC TO JOB REQUIREMENTS

The Certified Homemaker-Home Health Aide Must Meet These Requirements

1. Completion of a Homemaker-Home Health Aide course approved by the New Jersey Board of Nursing.
2. Successful completion of a competency evaluation by a New Jersey-licensed home health care services agency.
3. Hold a current and valid certification by the New Jersey Board of Nursing as a Homemaker-Home Health Aide. The certificate will have a State of New Jersey Seal and date of expiration; certificates expire every two years. Should you have any questions concerning a CHHA's certification, you should call the New Jersey Board of Nursing at 973-504-6430.
4. Completion of the federal and state criminal history background checks.
5. Employment by a home care services agency.
6. Supervision by a licensed Registered Professional Nurse.

CULTURAL DIVERSITY

Policy:

Staff will respect and honor different cultural backgrounds, beliefs and religions. Employees must be able to identify differences in their own beliefs and the client's beliefs and find ways to support the client. Employees will make efforts to understand how the client's cultural beliefs impact their perception of their illness.

Cultural considerations for all clients shall be respected and observed. Where such considerations impede the provision of prescribed health care or treatment, personnel shall notify the supervisor and in an effort to accommodate the client. If an employee refuses care/service to a client, management must provide an alternate employee to complete the care/services or refer the patient/client to another company immediately.

Procedure:

Upon admission employees will attempt to identify differences in client beliefs/cultural background. The care plan will be adjusted as necessary to meet client needs.

Staff will not assign personnel unwilling to comply with organization policy, due to cultural values or religious beliefs, to assignments where their actions may be in conflict with client needs.

If the Agency cannot meet client needs a referral will be made.

Cultural Diversity training will be completed during orientation.

COMMUNICATION BARRIERS

POLICY:
The Agency's policy is to ensure that personnel can communicate with the client in the appropriate language or format understandable to the client. This may include the availability of bilingual personnel, interpreters, or assistive technologies. Personnel can communicate with the client by using special telephone devices for the deaf or other communication aids such as picture cards or written materials in the client's language.

PROCEDURE:
In order to provide optimal quality care to our clients, the Agency will facilitate communication with sensory-impaired clients and clients with limited formal education. The Agency shall attempt to arrange for bilingual staff members or an interpreter to work with non-English speaking clients, when possible.

Upon admission employees will identify differences in client's beliefs or cultural background and modify the service plan to meet their needs.

- Situations will be addressed on a case-by-basis and methods of communication will be dictated by client need.
- If the Agency is unable to meet appropriately meet client needs, a referral will be made.
- A Limited English Proficiency (LEP) person may prefer or request to use a family member, friend or significant other.
- Every effort will be made to obtain the services of an available interpreter when necessary for persons who don't speak English or use sign language.
- Every attempt shall be made to match the client to visit staff who speaks the client's language.
- Written and verbal communication will be at an educational level that the client will understand.
- If a qualified interpreter on staff is not available, an interpreter will be obtained from one of the following:
    - Accredited Language Services - 1-800-322-0284
    - Verbatim Solutions 1-800-575-5702
    - www.languageline.com

ETHICAL ISSUES

POLICY:
Boardwalk Homecare provides care within an ethical framework that is consistent with applicable professional and regulatory bodies

The Agency has mechanisms to identify, address and evaluate ethical issues.

The Agency monitors and reports ethical issues to Board.

All personnel are educated on the Agency's ethics policy during orientation, which includes:

- Examples of ethical issues
- educational in-services
- The process to follow when an ethical issue is identified

Agency management and the Governing Body/Owner will participate in the consideration and resolution of ethical issues that arise regarding business practices. A summary of ethical issues will be addressed annually.

PROCEDURE:
Identifying Ethical Issues: Agency will furnish to its staff the educational resources necessary to assist in ethical aspects of home care. (Ethics In-Service). Examples of ethical issues requiring a decision/resolution may include but are not limited to:

Withholding/withdrawal of	Accepting or Refusing Care	Admissions/Transfers
Informed Consent	Advance Directives	Confidentiality
Standards of Care	False Advertising	Abuse & Neglect
Client Safety	Fraudulent Billing Practices	Incompetent or Illegal Behavior

Address and Evaluate Ethical Issues:

- Should an employee wish to raise an ethical concern, the Ethical Issues/Concerns Reporting Form is completed and processed by Administrator
- The Agency addresses/ evaluates ethical issues through an ethics forum held at the Governing Body Annual meeting
- The forum will welcome all office staff members.
- Ethics policy and in-service will be reviewed during the forum
- The Ethics Review form will be completed at the forum, to document activities. The Ethics Review form is kept in the Ethics section of the Governing Body Record.

PROFESSIONAL BOUNDARIES/GENERAL PERFORMANCE EXPECTATIONS

It is the employees' responsibility to be reliable, dependable, caring, and to comply with the agency's standards of conduct and performance. Every employee has an obligation to observe and follow the agency's policy guidelines and to maintain proper standards of conduct at all times. Employee conduct that is not in the best interest of the agency, discredits the service we provide or willfully disregards the established standards, rules and guidelines of the agency, are involved or participate in other inappropriate or unprofessional behavior that jeopardizes the integrity, negatively impacts, or is in any way in conflict with the company's interest will not be tolerated and will lead to disciplinary actions, including immediate dismissal.

Employee performance evaluations are conducted on an annual basis for direct care workers.

Following are some rules to guide conduct of Agency's employees:

- You must report or disclose to your Supervisor 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 telephone number or personal information to the client or their family;
- Refrain from behavior or conduct that is offensive or undesirable, or which is contrary to the agency's best interests
- Do not accept money, loans or gifts from patient/clients or their family members. If the patient/client wishes to give you a gift, you must report this situation to the office;
- Do not discuss your religious or political beliefs or personal affairs with clients;
- Report to your supervisor suspicious, unethical or illegal conduct by coworkers, clients or vendors
- Report to your supervisor any threatening or potentially violent behavior by clients and their family and coworkers
- Comply with all of the agency's safety, security and confidentiality requirements
- Wear appropriate clothing and maintain personal cleanliness and good hygiene
- Perform assigned tasks per the Care Plan efficiently and in accord with established quality standards
- Report to work punctually
- Keep accurate records and submit them on time
- Give proper advance notice whenever you are unable to work or report on time
- Comply with Agency's zero fraud tolerance policy at all times
- Always ask permission before touching clients and explain any procedure you are able to undertake
- If there is an accident, you (or the client) must call the office or after hour call number immediately. Following the telephone call.

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 termination:

- Engaging in or threatening acts of workplace violence, including possession of firearms or other weapons, fighting or assaulting a coworker or patient/client or threatening or intimidating a coworker or patient/client
- Engaging in any form of sexual or other harassment
- Reporting to work under the influence of alcohol or illegal drugs or narcotics, or using, selling dispensing or possessing illegal drugs, alcohol or narcotics
- Disclosing client or agency confidential information
- Falsifying or altering any agency record or report, such as an employment application, medical reports, time records, daily activity sheets, or expense reports
- Stealing, destroying, defacing or misusing agency property or the property of a coworker or patient/client
- Solicit money, gifts or loans from a patient/client their family and/or vendors or receiving such money or gifts
- Misusing the agency's electronic communication systems, including e-mail, computers, internet access, telephones and faxes
- Refusing to follow instructions or being insubordinate
- Smoking during prohibited times and/or in prohibited areas

- Using profanity, threatening or abusive language towards clients, their family and other coworkers
- Excessive tardiness or absenteeism
- Do not argue with client or family members *under any circumstances*. Communicate with Agency if there are any issues or concerns, including additional duties or tasks not on the Care Plan that you are being asked to perform.
- Failing to notify the agency about a work assignment you accepted and then fails to show-up for
- Any act of misconduct by the employee including, but not limited to, any act of dishonesty, which is deemed, in the sole discretion of the agency, not to be in the agency's best interests, and/or which reflects poorly upon the integrity and business reputation of the Agency
- Staff members are NOT allowed to make any private arrangements with clients and any changes in the assigned work schedule must be approved by the Agency.
- Coverage is continuous during a given shift or assignment. Staff members are expected to complete the entire shift/assignment and are not allowed to leave the assignment during their stay or before the relieving staff member arrives (where applicable) without explicit instructions from the company.
- Staff members are not allowed to take the client off the home-premises without explicit permission from Agency. Taking clients on preapproved appointments or running approved errands on behalf of clients are permitted
- Visits and phone calls from friends, relatives, or children are strictly prohibited and guests and visitors are not permitted in the client's home while you are working in the home of one of our clients. In the event that you are being picked up from work or someone is bringing you something, that person must not be let into the client's home. Violation of this policy may result in disciplinary action up to and including termination.
- Solicitation for any cause during working time and in working areas is not permitted.
- Sleeping in work areas or while on duty is expressly prohibited. The only exception is when the employee is working as a live-in or 24-hour care cases.

At the Agency's discretion, any violation of the agency's policies or any conduct considered inappropriate or unsatisfactory would subject the employee to corrective action. The agency 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 Agency's right to bypass the suggested corrective action procedures or create an employment contract.

PERFORMANCE IMPROVEMENT PLAN

Organization Name	Boardwalk Homecare
Title of Policy & Procedure	Performance Improvement Program
Number of Policy & Procedure	Policy #6-01
Effective Date	03/01/2019

POLICY:
The agency develops, implements, and maintains an effective, ongoing, organization-wide Performance Improvement (PI) program.

The organization measures, analyzes, and tracks quality indicators, including adverse client events, and other aspects of performance that enable the organization to assess processes of care, services, and operations.

Organizational-wide PI efforts address priorities for improved quality of care and client safety, and that all improvement actions are evaluated for effectiveness.

The Governing Body participates in the Performance Improvement (PI) process. The PI Program is reviewed at board meetings and results are recorded in the Meeting Minutes

The PI Plan will be specific to the needs of the organization. The methods used for reviewing data include, but are not limited to:

- Current documentation (e.g., review of client records, incident reports, complaints, satisfaction surveys, etc.)
- Client care
- Direct observation in care setting
- Operating systems
- Interviews with clients and/or employees

The following elements are considered within the plan:

- Program objectives
- All disciplines
- Description of how the program will be administered and coordinated
- Methodology for monitoring and evaluating the quality of care
- Priorities for resolution of problems
- Monitoring to determine effectiveness of the action
- Oversight and responsibility for reports to the governing body/owner

PROCEDURE:
PI Coordinator is VP Brendan Watson

PI Coordinator prepares a an annual PI written report

The Governing Body is involved in the Performance Improvement (PI) process: Annual written PI report is reviewed during the Annual Corporate meeting and more frequently as needed. The Governing Body will provide adequate resources necessary to ensure quality client care, maintain good business practices, and confirm that resources are utilized appropriately.

There is evidence of personnel involvement in the Performance Improvement (PI) process: All personnel will be trained on the organization's PI Plan during orientation and will be updated on initiatives during staff meetings, email updates, etc. Training evidenced in PIP Meeting Minutes as part of the Annual Meeting Record, and more frequently as needed..

Each Performance Improvement (PI) activity contains the required items:

- Description of audit/indicators
- Frequency of activities
- Individual Responsible for conducting activities
- Data Collection methods
- Threshold/goal
- Plan for re-evaluation threshold/goal is not met

PI activities include 8 topics:

- Client Adverse Events
- Infectious Disease
- Client Grievances
- Work-related Injuries & Illnesses
- One important aspect related to care - Hospitalizations
- One important aspect related to administration - Performance Evaluations
- Client & personnel satisfaction surveys
- Client record - audits

All audits and data collection will be the responsibility of the PI Coordinator. All data collected will be available to the PI Coordinator quarterly for review, with decisions on action plans for follow-up or recommendations for performance improvement. The plan will ensure that opportunities to improve patient care and resolve problems that are identified with follow-up action taken as appropriate when thresholds are not met. The PI coordinator will review the plan annually and revise the plan if needed to improve the processes of care, services and operations.

COMPLIANCE PROGRAM & DISCIPLINARY ACTIONS

Policy:
This policy establishes a corporate compliance program, modeled on Federal and State guidelines that promote lawful business practices, to foster adherence to Agency policies and procedures and to comply with regulations. The Agency's Corporate Compliance Program seeks to prevent fraud and abuse, and detect violations of law and agency policies.

The Compliance Program consists of:

1. Written policies and procedures
2. Designation of a Compliance Officer and Compliance Committee
3. Conduct effective training and education
4. Developing open lines of communication between the Compliance Officer and Agency personnel for receiving complaints and protecting callers from retaliation
5. Performance of internal audits to monitor compliance
6. Establishing and publicizing disciplinary guidelines for failing to comply with the Agency policies and procedures and applicable statutes and regulations
7. Prompt response to detected offenses through corrective action

Procedure:
Implementation of Written Policies and Procedures; Conduct Effective Training and Education:
All of Agency's procedures and processes in place in some way or another aim to comply with laws, regulations and standards by providing guidelines to our employees. The Agency places particular emphasis on compliance in the following areas:

- Fraud Policy
- Abuse, Neglect, Exploitation Policy
- Clinical processes
- Orientation and In-service education

Per State regulations (NJAC 45B), the Agency and the Administrator/RN supervisor shall:

- Report any violation of State regulations to the Executive Director of the New Jersey Division of Consumer Affairs.
- Cooperate in providing information to any investigation conducted to determine whether a violation of the regulations or any applicable statute has occurred.
- An agency's failure to comply with these requirements may be deemed good cause within the meaning of NJ Regulations (N.J.S.A. 34:8-53), upon notice to the agency and an opportunity to be heard, for the suspension or revocation of licensure or for such other relief or sanctions as may be authorized by law.

Designation of Compliance Officer/Committee:
Compliance Officer: Brendan Sullivan - President/Owner
Compliance Committee: Brendan Sullivan - President/Owner, Brendan Watson - Vice President/Owner. (Meets annually at governing body meeting)

Compliance Officer duties and responsibilities include:

- Overseeing audits
- Handling inquiries by employees regarding compliance
- Investigating allegations concerning possible unethical business practices and recommending corrective action when necessary

- Preparing an annual report to the governing body/Owner concerning compliance activities and actions undertaken during the preceding year

Developing open lines of communication between the Compliance Officer and Agency personnel for receiving complaints and protecting callers from retaliation: Should personnel wish to communicate complaints anonymously they can do so by mail, fax or by placing a written letter in the company mailbox.

Performance of internal audits to monitor compliance: Internal audits/activities are conducted in clinical and financial areas. Results are summarized quarterly and annually on the Compliance Program Review form. The annual report is reviewed during the Governing Body Annual meeting.

- Clinical
    - Audits of client charts are the Compliance Officer to monitor adherence to policies (10%)
    - Personnel files are audited by Compliance Officer on a quarterly basis to monitor adherence to policies, including background checks (10%)
    - 90% success rate is the acceptable target
- Financial:
    - Billing and payroll procedures: Scheduled services are entered on a weekly basis. Time/activity sheets are received and processed by office staff. After reviewing schedules for errors or misrepresentations with office staff, Administrator will process invoices and payroll.
    - Bank and credit accounts are reconciled on a monthly basis. Any unexplained discrepancies are investigated.
- Annual Meeting of Governing Body: Several policies are reviewed by the governing body on an annual basis and recorded in the Annual Meeting Record. Policies and procedures, as well as Performance Improvement is reviewed.

Establishing and publicizing disciplinary guidelines for failing to comply with the Agency policies and procedures and applicable statutes and regulations:

(Review Disciplinary Actions in Employee Handbook)

Prompt response to detected offenses through corrective action:
In reviewing allegations of potential wrongdoing pertaining to fraud or abuse, the Compliance Officer will investigate the situation. The Compliance Program - Record Of Investigation form is used to document:

- Documentation of the alleged violation
- A description of the investigative process
- Copies of interview notes and key documents
- A log of the witnesses interviewed, and the documents reviewed
- The results of the investigation

INFECTION CONTROL

Organization Name	Boardwalk Homecare
Title of Policy & Procedure	Infection Control
Number of Policy & Procedure	Policy #7-01
Effective Date	03/01/2019

POLICY:
Employees will follow infection control guidelines to protect clients and fellow employees from infections and communicable disease.

Standard precautions are to be followed regardless of client diagnosis to avoid transmitting or contracting infectious diseases. The use of appropriate personal protective equipment (PPE) such as gloves, masks, and/or gowns are required to avoid transmission of infections.

PROCEDURE:

Overview: The Agency aims to eliminate or minimize occupational exposure to bloodborne / airborne pathogens:

- Education & Supervision: Provide training and education related to airborne and blood borne pathogens to all staff upon hire and annually thereafter. RN Supervisors will provide ongoing training during supervisory visits and other interactions.
- Staffing - limitations of symptomatic employees
- Direct Care Worker practices:
    - Hand washing procedures
    - Standard precautions & the use of agency provided PPE
- What to do in the event of an exposure incident
- TB Exposure Control Plan
- PIP: The Performance Improvement Program will track and monitor infectious disease events, and inform policy changes as necessary.

Education & Supervision: Staff will be trained in the agency's infection control policy and procedures, including standard precautions and occupational exposure to blood-borne / airborne pathogens, during orientation and annually through inservices and RN oversight.

Staffing - symptomatic employees: Direct care workers are limited in their ability to work when showing symptoms of infectious disease including, but not limited to: productive cough, loss of appetite, fever – recurrent or persistent, chest pain, shortness of breath, tiredness – unexplained, coughing up blood, kidney or bladder infection - recurrent. Job risk classifications include home health aides, registered nurses, case managers and designated personnel involved with in-person client/caregiver interactions.

Direct Care Workers practices include:

- **Hand Washing:** Hands will be washed before and after caring for each client and/or between tasks. Indications for hand washing include:
    - Prior to initial entry into supply bag
    - Before providing direct client care
    - Following each client contact even when gloves are worn
    - After touching bodily excretions on soiled materials
    - Immediately following contact with blood and/or other body fluids

- **Standard Precautions:** All employees who come into contact with blood, body fluids, tissue, solids or any moist body part or substance of any client will use the following specific procedures in compliance with standard precautions and use of PPE:
    - Proper hand washing by health care personnel at the beginning and ending of each visit, and after any procedure considered as occupational risk.

- Apply gloves before contact with any moist body site, fluids or solids, including mucous membranes, e.g., when examining clients with bleeding or open lesions, large abrasions or dermatitis, and when handling items soiled with body fluids or substances.
- Wear gloves for all client care if employee's hands are chapped or if employee has any open skin areas on hands.
- Wear gloves when changing soiled linens.
- Wash hands before and after wearing gloves.
- Change gloves and wash hands between clients.
- Wear an apron or gown and protective eyewear if danger of body fluid splash is present.
- Bag all soiled dressings in plastic and close the bag securely before placing into the client's trash container.
- Any piece of disposable equipment which has been in contact with blood/body fluids or moist body substances must be disposed of in a plastic bag. Place the plastic bag in the client's covered trash receptacle.
- Any surface which has come into contact with blood or other potentially infectious body fluids must be wiped down with a commercially prepared disinfectant solution.
- When a needle-stick or body fluid splash/exposure occurs, wash the area thoroughly and report the incident to the RN Supervisor and complete an Incident Report Form.
- Whenever it is necessary to use equipment on more than one client or for a client over a period of time, e.g., thermometer, blood glucose meter, stethoscopes, blood pressure cuffs, bedpans, urinals, bedside commodes, etc., the equipment should be cleaned and disinfected after use using alcohol, disinfectant wipe, and/or soap and water or per manufacturer's instructions as appropriate.

What to do in the event of an exposure incident:

If BHC receives a referral of a patient with infectious disease:

- RN will document on Client Assessment and Plan of Care
- Caregivers will be instructed in hand washing, standard precautions and PPE (provided by BHC)
- RN will mark the client as 'infectious disease' in Hometrak with a pop-up box
- Staffing personnel will be aware of the presence of infectious disease, and will work with RN to staff accordingly & instruct caregiver on procedures - hand washing, standard precautions and PPE

If there is an exposure event, post-admission:

- In the event the employee is exposed to a blood-borne pathogen or body fluid he/she will wash/flush the exposed area as soon as possible with testing as required.
- If necessary, the employees will be sent to a healthcare professional for their safety, as well as that of the clients. All medical records relevant to the appropriate treatment of the employee, including vaccination status, will be considered confidential.
- The RN Supervisor will be notified as soon as possible.
- The RN Supervisor will ensure that proper reporting and follow up is performed.
    - An Incident Report will be filled out by the RN Supervisor, and copied into a documented event in Hometrak as soon as possible.
    - Positive test results for infections resulting from the event, will be reported by the RN Supervisor to the HR Manager.
    - HR Manager will record the event on the OSHA 301 form and submit to the administrator, who will enter on the OSHA 300 form
- The local health department will be notified of any exposure as applicable.
- Communicable diseases will be reported according to state guidelines to state health departments. This list can be obtained from the state's Department of Health website. https://www.nj.gov/health/cd/

TB Exposure Control Plan:

1. *Annual TB Risk Assessment:* The annual risk assessment is used to determine the need, type, and frequency of screening/testing for direct care personnel. The agency's risk level is based on
    a. Community risk: determined by local/state Department of Health
    b. Agency staff/population:
        i. **Low Risk:** Person to person transmission of TB has not been detected, and fewer than six (6) TB clients have been treated per year.
        ii. **Intermediate Risk:** Person to person transmission of TB has not been detected and six (6) or more TB *clients* are treated per year.
        iii. **High Risk:** Areas or occupational groups in which the PPD test conversion rate is significantly greater than for areas or groups where exposure to TB is unlikely.

2. *Testing:* Agency Provide a system for early identification and surveillance of individuals with active tuberculosis or those who are at high risk for active TB:
    a. Upon hire personnel provide evidence of a baseline TB skin or blood test.
    b. If there is no evidence of a baseline TB skin or blood test, TB testing is conducted by BHC
    c. Prior to patient contact, an individual TB Questionnaire is completed
    d. When direct care worker has test results and clears the TB Screening Questionnaire, they are cleared to work
    e. Chest X-rays are no longer required (as of June 2020)

3. *Ongoing Testing:* After baseline testing, all direct care staff will receive an annual TB screen based on the Agency's TB Risk Level.
    a. **If the prevalence rate is classified as low risk**: additional annual TB screening of individuals is not necessary unless an exposure to TB has occurred.
    b. **If the prevalence rate is classified as medium risk**: all direct care staff will complete a TB symptom screen.
    c. **If the prevalence rate is classified as potential ongoing transmission (High Risk**): testing for infection will be performed every 8–10 weeks until lapses in infection control have been corrected, and no additional evidence of ongoing transmission is apparent. The classification of potential ongoing transmission will be used as a temporary classification only. After a determination that ongoing transmission has ceased, the prevalence rate will be reclassified as medium risk. Maintaining the classification of medium risk for at least 1 year is recommended.

PIP:
The Performance Improvement Program will be utilized to identify trends and make changes as necessary. When applicable, the PI team will develop strategies to prevent or control infections. Potential corrective actions may include employee or client re-education,
revised or improved processes, or education regarding specific infections or communicable diseases.

Authored by: Brendan Watson
Created: 03/01/2019
Revised: 06/01/2020

OSHA Requirements & Safety Education

Organization Name	Boardwalk Homecare
Title of Policy & Procedure	Work related injury & illnesses (OSHA)
Number of Policy & Procedure	Policy #7-07
Effective Date	03/01/2019

POLICY: Incidents involving Agency personnel are reported to Boardwalk Homecare and investigated.

PROCEDURE: Incidents to be reported include but are not limited to:

- Personnel injury or endangerment
- Motor vehicle accidents when conducting agency business
- Environmental safety hazards
- Equipment safety hazards, malfunctions or failures
- Unusual Occurrences

Incidents involving personnel should be reported immediately to office or after-hours personnel. Work related injuries or illnesses should be directed to HR Manager.

Incidents involving injury are to be documented on an OSHA 301 form and submitted to the Administrator. Work related injuries and illnesses are recorded on the OSHA 300 log form.

HR is to contact workers comp insurance agent for guidance in processing any medical assistance required and insurance claims.

Incidents not resulting in work related illness or injury are to be documented on the Incident Report form.

Agency educates personnel on the Incident Reporting Process.

Incident Reports are investigated as required and are included the Performance Improvement Program.

SAFETY EDUCATION

Organization Name	Boardwalk Homecare
Title of Policy & Procedure	Safety Education - Personnel
Number of Policy & Procedure	Policy #7-02
Effective Date	03/01/2019

POLICY:
All new employees will receive safety training as part of their orientation, as well as ongoing training annually.

Safety training activities include, but are not limited to:

- Body mechanics
- Workplace fire safety management and evacuation plan
- Workplace or office security
- Common environmental hazards (icy parking areas and walkways, blocked exits, cluttered stairways)
- Office equipment safety
- Personal safety techniques including in-home safety

PROCEDURE:
Annual fire drills will be completed by all locations to ensure that staff has knowledge of what to do in the case of a real fire.

In the event of an emergency, all employees will move to the nearest safe exit. A common meeting place (across the street from the main entrance) is identified for employees to gather for a head count to ensure that all staff have safely evacuated from the building.

Data such as employee knowledge of where fire extinguishers are located, the fire department phone number, and/or the time it took for the staff to exit and assemble at the common meeting point will be collected and assessed.

Employees will be educated regarding portable fire extinguisher use and the hazards involved with firefighting.

Any room that has more than one doorway will be marked by readily visible exit signs located above the door that leads to an outside access.

The exits and the path of egress exits shall be maintained so that they are unobstructed and accessible at all times.

Incident Reporting

Organization Name	Boardwalk Homecare
Title of Policy & Procedure	Incident Reporting
Number of Policy & Procedure	Policy #6-02
Effective Date	03/01/2019

POLICY:
All adverse events, incidents, accidents, injuries, variances, or unusual occurrences involving staff and or clients will be reported immediately to the Administrator, RN Supervisor or designee.

Monitoring of incident reports will serve as a tool to identify areas for improvement and will be part of the PI process.

An Incident Report Form will be completed to document any unusual, harmful, or potentially harmful occurrences involving clients, visitors or property as soon as possible but at least within 24 hours of the incident.

An OSHA Form 301 will be completed to document any work-related injuries or illnesses involving employees as soon as possible but at least within 24 hours of the incident.

If after hours, an on-call member of the office staff will be notified of the incident immediately.

An Adverse Event is defined as an unusual circumstance that may result or did result in personal injury of an employee, client or visitor from care or service being provided by the organization. Adverse Events to be reported include but are not limited to:

- Unexpected death, including suicide of client
- Any act of violence
- A serious injury
- Psychological injury
- Significant adverse drug reaction
- Adverse client care outcomes
- Medication and treatment errors, complications, or reactions, if applicable
- Personnel injury or endangerment
- Client/family injury (witnessed and unwitnessed) including slips, trips and falls
- Motor vehicle accidents when conducting agency business
- Environmental safety hazards, malfunctions or failures, including equipment
- Unusual occurrences
- Damage to patient or organization property
- Needle stick injury
- Animal bite
- Fall
- Other occupational injury

PROCEDURE:
The Administrator, RN Supervisor or designee will be notified immediately regarding any incident that involves injury or potential injury, any incident that may involve a revision to the plan of care, and any incident that involves hospitalization of the client.

The Incident Report Form will be used to report any patient or property incident including any occupational exposure to blood or airborne pathogens. The Administrator, RN Supervisor or designee is also required to document all adverse events & incidents within the home care software platform, copying the Incident Report form to the appropriate documented event.

The Administrator, RN Supervisor or designee will immediately investigate the incident and will take corrective measures if indicated. All follow-up actions will be documented on the Incident Report form including notifying the family, hospice, physician, etc.

The Administrator, RN Supervisor or designee will be notified immediately regarding any work-related injury or illness involving an employee. The HR Manager is required to document all employee injuries and illnesses using OSHA 301 form which are to be saved in the employee's folder on the Google Drive, and notify the Administrator. The HR Manager is also required to document all employee injuries and illnesses within the home care software platform. Lastly, the Agency is

required to notify OSHA when an employee is killed on the job or suffers a work-related in-patient hospitalization, amputation, or loss of an eye.

- A fatality must be reported within 8 hours.
- An in-patient hospitalization, amputation, or eye loss must be reported within 24 hours.
- Report a Fatality or Severe Injury to OSHA https://www.osha.gov/report.html

A summary of adverse events will be reported to the PI Coordinator quarterly.

All employees will be educated on when and how to complete an Incident Report and the reporting process during orientation.

CLIENT COMPLAINTS/GRIEVANCES

Organization Name	Boardwalk Homecare
Title of Policy & Procedure	Client Grievances/Complaints
Number of Policy & Procedure	Policy #2-05
Effective Date	03/01/2019

POLICY:
It is the policy of Boardwalk Homecare to provide a formal process for clients and employees to follow in reporting a grievance/complaint and an established method of processing the grievance/complaint.

All customer grievances/complaints are:
- documented
- investigated
- brought to the best possible resolution for the patient or referral by responding to the complaint in a timely fashion.

Definition: A complaint is a grievance/complaint regarding poor service or lack of respect of property by anyone who is furnishing care/service on behalf of the company. A complaint may involve a violation of Clients Rights or a notification of dissatisfaction, after initial notification is not resolved. It is the follow-up to the unresolved initial complaint, that initiates the Grievance/Complaint process.

The client will not be subjected to discrimination or reprisal for reporting a complaint.

PROCEDURE:
Upon admission all clients will receive, client receives the Client Grievance/Complaint Instructions form, which explains the organization's process for receiving, investigating and resolving complaints about services. This will include state regulatory hot-line numbers and ACHC's telephone number. (Complaint Policy and Procedures form)

Any employee receiving a grievance/complaint will complete an Incident Report form and save as a Documented Event in Hometrak, and notify the Administrator/designee. If a complaint is received after business hours the complaint will be submitted on the next business day (or sooner as needed).

The Grievance/Complaint documented events in Hometrak serve as the complaint log.

A Grievance/Complaint Documented Event is created in Hometrak, which serves as the complaint log, and is examined in the PIP. The president or vice president will investigate the grievance and take actions to resolve the issue.

The Administrator/PI Officer/designee shall implement discipline and/or corrective action (if warranted) .

A summary of complaints/grievances will be reported to the governing body quarterly and included in the annual PI Report.

Employees receive instruction on the complaint/grievance policy at orientation.

All complaints will be retained for a period of seven (7) years. The monitoring of complaints shall be incorporated into the Performance Improvement Program (PIP).

ABUSE, NEGLECT & EXPLOITATION

Organization Name	Boardwalk Homecare
Title of Policy & Procedure	Abuse, Neglect, Exploitation
Number of Policy & Procedure	Policy #2-04
Effective Date	03/01/2019

POLICY:
Boardwalk Homecare's policy is that all Agency employees who are aware of any abuse, neglect or exploitation (including injuries of unknown source and misappropriation of client property) of any Agency client, are mandated to report such immediately to their supervisor and to designated state authority.

Agency will document the incident on the Adverse Event/Incident Report Form and thoroughly investigate any alleged violations. Appropriate corrective actions are taken.

NJ Adult Protective Services: 800-792-8820
NJ Child Abuse Hotline: 877-652-2873
State Office - NJ Department of Human Services Phone: 609-588-6501 or 800-792-8820
After Hours: 911 or local police

Mandatory Reporting Elder or Child Abuse, Neglect or Exploitation and Domestic Violence
On January 17, 2010 the State of New Jersey enacted P.L. 2009, c.276 amending laws that govern the reporting of abuse, neglect and exploitation of "vulnerable adults." Of particular significance is the expansion of N.J.S.A. 52:27D-409 that requires that a "healthcare professional" ("[a]ny caretaker, social worker, physician, registered or licensed practical nurse or other professional) who has reasonable cause to believe that a "vulnerable adult" is the subject of abuse, neglect or exploitation report the information to the county adult protective services. N.J.S.A. 52:27D-407. The law defines the phrase "vulnerable adult" as a person eighteen (18) years of age or older who resides in a community setting (a private residence or any non-institutional setting in which a person may reside alone or with others) and who, because of physical or mental illness, disability or deficiency, lacks sufficient understanding or capacity to make, communicate, or carry out decisions concerning his or her well-being and is the subject of abuse, neglect or exploitation. Please note that the onus is on the individual staff member(s) to report abuse and exploitation, and they may be fined up to $5000.00 if they do not do so. In the statute,
Abuse is defined as 1) intentionally inflicting "physical pain, injury or mental anguish" to the resident; 2) intentionally withholding services necessary to ensure the resident's mental and physical health; or 3) unreasonably confining the resident. For the first two categories above, the actions must be intentional, not accidental.
Neglect is defined as not receiving services from his/her caretaker.
Exploitation is defined as "the act or process of improperly using a person or his resources for another person's profit or advantage without legal entitlement to do so…."

PROCEDURE:
In the event of *alleged* abuse/neglect/exploitation:

- Employees are advised that alleged cases of elder abuse, neglect, fraud and exploitation must be reported to the supervisor/ Administrator or Director of Nursing (DON) and NJ Adult Protective Services immediately.
- The supervisor or designee shall
    - ensure the report is called into NJ Adult Protective Services
    - Report the allegation of suspected abuse, neglect, fraud or exploitation to the office Agency Administrator/Owner within 48 hours, if not in that role.

In the event of *verified* abuse/neglect/exploitation:

- Agency will contact local law enforcement agencies in the event of sexual or other physical abuse inflicted by an employee
- The Agency ensures that verified violations are reported to Accrediting organization (ACHC) as well as state, and local bodies having jurisdiction within five working days of becoming aware of the verified violation, unless state regulations are more stringent

RIGHTS: Upon admission, all client/family members will be made aware that all clients have the right to be free from mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and misappropriation of client/patient property - via the Bill of Rights & Responsibilities

Clients are provided with the Reporting Abuse, Neglect & Exploitation form, which includes information on reporting events.

EDUCATION: Agency will provide Abuse training upon orientation and annually to Agency employees. Some of the topics that will be addressed are:

Reasons for abuse or neglect
Potential victims; most likely candidates
Identification of potential abuse/neglect
On-site investigating
State laws regarding abuse or neglect
Documentation of suspected abuse or neglect
Proper officials to report suspected abuse or neglect

INCIDENT REPORT: When employees report suspected cases of abuse, neglect, fraud or exploitation, office staff will notify the client's case manager who will complete an Adverse Event/Incident Report Form.

INVESTIGATION: An internal investigation shall ensue within 5 days of receipt of the complaint and result in a written report. If the investigation validates the claim, the employee will be terminated.

CORRECTIVE ACTIONS:

- Agency supervisor will immediately remove from client contact any Agency employee suspected of abuse, neglect, or exploitation
- Agency will take appropriate corrective action in accordance with state law if the alleged violation is verified