

# **CONTRACTOR HANDBOOK**

## **PSALMS HOME CARE**

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# PAYROLL POLICIES

## 1. NEW CONTRACTOR ORIENTATION CHECKLIST

The following information will be collected and reviewed during your Contractor orientation program and maintained in your Contractor file:

- \_\_\_ Application
- \_\_\_ Contractor Agreement
- \_\_\_ Caregiver Personal Data Form
- \_\_\_ New Contractor Data Form
- \_\_\_ W-4 Tax Form
- \_\_\_ I-9 Requirements
- \_\_\_ Skill list
- \_\_\_ Acknowledgment Of Receipt Of Contractor Handbook, Policies & Contractor Agreement
- \_\_\_ Nurses Registry & Verification of Employability of Unlicensed Persons
- \_\_\_ Reference Forms-2
- \_\_\_ Background Check Authorization Form & Data Sheet (completed)
- \_\_\_ Interview Form(s)
- \_\_\_ Copies of \_\_\_ Driver's License \_\_\_ Social Security Card (or other id)
- \_\_\_ Proof of Insurance

## 2. ATTENDANCE AND WORK SCHEDULES

Psalms Home Care' reputation and success is based on the level of care provided by the CareGivers and Companions representing Psalms Home Care in the "field". It is extremely important that we maintain our reputation for dependability. Many clients and their family members rely on our CareGivers to ensure that they are safe and secure during our scheduled visits. Punctuality and reliability are basic expectations for all of our Contractors.

If, because of illness or emergency, you find it unavoidable to be absent or tardy for a scheduled shift, you must personally notify your supervisor **AS SOON AS POSSIBLE** before your scheduled shift. Do not leave messages on your supervisor's voice mail or with the answering service. **Call the office at (817) 337-9001 or the ON CALL number (817) 773-0389 if you must be absent or tardy.**

### TARDINESS/ABCENSE POLICY

Verbal warning for 3 absences or late call in during one month, written warning on 4th instance, final warning on 5<sup>th</sup> instance and termination on the 6<sup>th</sup> instance.

### A NO CALL NO SHOW WILL RESULT IN IMMEDIATE TERMINATION.

CareGivers are required to call in to the office system from the client's home phone at the beginning and end of each shift. This call establishes an additional verification of hours worked, but is not a substitute for turning in a **Time Sheet** weekly.

Work schedules vary depending on the individual needs of our clients and the scheduling preferences of the CareGivers. A **weekly schedule** is prepared and is available for review at Psalms Home Care' office. All schedule changes (both increases and decreases in hours) must be processed and approved through Psalms Home Care' office. If this should occur with one of your clients, **you must telephone the office immediately.**

### 3. HOLIDAYS AND TIME OFF

- A. Due to the nature of the services that we provide, we do receive requests for CareGivers to be with our clients on some holidays. We recognize that this may present a conflict for some of our CareGivers. Therefore, we recognize the following holidays:

New Year's Eve (starting at 6:00PM) New Year's Day/Easter Sunday/Memorial Day/Independence Day/Labor Day/Thanksgiving Day/ Christmas Eve (starting at 6:00PM) Christmas Day

- \* If you are required to work any of the above Holidays, you will be paid at time & ½.
- \* If you are scheduled but are unavailable to work on one of these holidays, you must notify your supervisor at least two (2) weeks prior to the holiday in question.

- B. Special requests for time off will only be considered if the CareGiver submits the request in writing at least two weeks (14 days) prior to the date in question. Bear in mind that our clients' needs come first and that we may not be able to honor your request in some circumstances. Do not direct requests for time off directly to your client unless authorized to do so by your Supervisor.

### 4. TIME SHEETS & CAREGIVER SHIFT REPORTS

A weekly **Time Sheet** must be completed by each Caregiver and submitted to his/her supervisor by Nine AM every Monday. It is each CareGiver's responsibility to maintain an accurate record of time worked on the **Time Sheet**. **The client should sign the Time Sheet if able.** This protects both the CareGiver and Psalms Home Care by verifying the hours worked and duties performed. **Time Sheets**, along with your **CareGiver Weekly Report**, must be dropped off, scanned or emailed to cindy.johnson1@verizon.net/cheryl@kellerhomehelpers.com or faxed to the office (817)337-9602 no later than 9:00AM on Mondays. Failure to submit your **Time Sheet & CareGiver Weekly Report** by 9:00AM the Monday of payroll will result in Direct Deposit being removed; check will need to be picked up at the office.

It is Psalms Home Care' policy to reimburse CareGivers for expenses incurred as a direct result of doing their job, as approved by the supervisor and outlined within this policy.

- Psalms Home Care expects CareGivers to use resources in the most cost-effective manner possible.
- Reimbursable Expenses (except mileage & training) shall be recorded in the **CareGiver Weekly Report** form.
- Expenses not specifically listed as reimbursable are not.

Remember: All schedule changes (*i.e.*, staying late with a client or leaving early) must be approved by your supervisor.

## 5. REIMBURSABLE EXPENSES

- All costs of taking a course are the responsibility of the Contractor unless said training is required by Psalms Home Care.

### b) Mileage Reimbursement

- Psalms Home Care will reimburse CareGivers for mileage accrued while using their personal vehicles to provide services to clients.
- Psalms Home Care will pay for mileage based on current IRS rate. Psalms Home Care encourages all CareGivers reimbursed for miles driven to maintain their own mileage log to protect them in the event of an IRS audit.
- Psalms Home Care expects Contractors to use resources, including but not limited to mileage, in the most cost-effective manner possible (for example, using the most efficient or direct route and/or carpooling with fellow providers, whenever possible).
- Psalms Home Care will reimburse for parking fees and tolls actually incurred, if noted on the time sheets.

### c) Other

- Must be discussed with your supervisor and pre-approved before reimbursement will be considered.

## 6. PAYCHECK DISTRIBUTION

### Exemption from Minimum Wage and Overtime Requirements (FLSA):

**SEC. 13.63 (a)** the provisions of sections 6 (*Minimum Wage*) and 7 (*Overtime Pay*) shall not apply with respect to —

***(15) Any Contractor employed in domestic service employment to provide companionship services for individuals who (because of age or infirmity) are unable to care for themselves.***

Federal, state and local government agencies require Psalms Home Care to make the following deductions from your gross wages:

- **Federal Income Tax** deductions are determined by tables established by the Internal Revenue Service.
- **Social Security and Medicare** deductions are required by the Federal Insurance Contributions Act (FICA) and total current IRS % of your gross wages. They are matched by Psalms Home Care and are maintained by the Federal government. This money is designed to provide supplemental income and medical coverage for you when you retire.

The **pay period** is two weeks and begins on a Sunday at 12:01am, and ends on a Sunday at 12:00pm. A **workweek** is a one-week period beginning on Monday at 12:01am and ending on Sunday at 12:00pm. Recording of time will be based upon the period/workweek in which the shift began.

**Paychecks** and **Reimbursement Checks** for wages earned and expenses incurred during the previous pay period are available to be picked up at the Psalms Home Care' office or mailed to you every second Friday. **Direct deposit of pay is available and strongly encouraged** there is a one-week delay between the end of the pay and reimbursement period and the issuance of an Contractor's pay and reimbursement checks. Pay stubs will be sent by email to you if you elect to receive your pay through direct deposit. Copies are available at the office.



**Note: Psalms Home Care recommends that you make every effort to pick up your check in person or have it direct deposited. Checks sent through US Mail cannot be guaranteed.**

- If a CareGiver has elected to have his/her pay and reimbursement checks mailed to him/her, said checks will be mailed to his/her legal or mailing address the day before the designated payday.
- Once a paycheck has been turned over to the US Postal Service, Psalms Home Care is no longer responsible for that check nor will Psalms Home Care guarantee that the check will be delivered to the Contractor's assigned mailing location on the designated payday.
- The Contractor is the only person authorized to pick up his/her paycheck. If you would like someone else to be able to receive your paycheck, you must provide written authorization with your signature.
- If a payday falls on a recognized holiday, checks will be issued on the next business day after the holiday.

## **7. WAGE AND PERFORMANCE REVIEWS**

After a ninety (90) day **probationary period**, an evaluation will be scheduled. This **evaluation** is designed to serve two purposes.

1. An opportunity for your Home Care Coordinator (supervisor) to evaluate your performance and review the areas in which you have demonstrated ability and those areas in which you may have demonstrated opportunities for improvement.
2. It is also an opportunity for you to discuss your feelings and observations regarding Psalms Home Care, your schedule, your clients, our programs, and anything else related to the job.

**The evaluation is not a wage review.** It is an opportunity for an open and honest discussion to provide a better understanding of what is expected from both parties. Input from client surveys will also be included when appropriate. Your performance will be evaluated in the following areas:

- Communication skills
- Professionalism
- Personal Appearance
- Client Relations
- Attendance

A **wage review** is also scheduled after the successful completion of one (1) year of service.

- It is Psalms Home Care' policy to grant wage increases based solely on **performance & initiative**, not on length of employment.

The first day of your employment is considered to be the first day you are placed with a client, and the 90-day evaluation period begins at that time. The same date will be used to determine one year of service and subsequent anniversaries.

# PERSONNEL POLICIES

## 1. BACKGROUND CHECKS

A background check must be completed prior to any Contractor working a scheduled shift in a client's home. Psalms Home Care requires the following categories to be checked on all Contractors:

- Criminal History
- Department of Motor Vehicles
- Credit History (For Field Supervisor, Administrative Assistant or Administrator only)

In addition to these categories, Corporate Screening can also investigate Educational Background and Worker's Compensation claims. An agency representative must also verify applicant's licensing or certification through the state Board of Nursing.

## 2. VERIFICATION OF EMPLOYABILITY OF UNLICENSED PERSONS

This agency will comply with the provisions of the Health and Safety Code, Chapter 250, pertaining to the Nurse Aid Registry and Criminal History Checks of Contractors and Applicants for Employment.

In order to verify that an applicant is **not listed** with a finding concerning abuse, neglect, or mistreatment of a consumer of an agency or a facility licensed under the Health and Safety Code, Chapter 142, or misappropriation of a consumer's property, this agency will conduct a search of the Nurse Aide Registry and the Contractor Misconduct Registry.

The results or findings of all criminal history checks and registry searches of Contractors or applicants for employment will be kept with this agency's personnel records.

## 3. DRUG TESTING POLICY

It is the policy of Home Helper's to reserve the right to conduct drug testing of job applicants. Should an applicant be considered for employment, they may be contacted regarding the time and location of the pre-employment drug test. Refusal to take the drug test or failing the drug test can disqualify an applicant from further consideration for a position with this agency.

This agency may also conduct random drug testing and for cause drug testing of current Contractors at the expense of the agency. The random drug testing will be done without notice to the Contractors or individuals selected and a refusal to take the drug test or failing the drug test will result in disciplinary action up to and including termination of employment. We will use a 6 panel urine screen.

A mandatory drug test will be taken after an accident with the client or in their home.

A copy of this policy shall be made available to each client or prospective client considering or applying for services with this agency.

#### **4. VEHICLE USAGE**

- CareGivers may only drive vehicles to provide services for clients if they have an appropriate driving record, a valid driver's license and personal auto liability insurance coverage.
- Proof of Liability Insurance, proper Vehicle Registration, and a valid Driver's License must be provided to Psalms Home Care at the time of employment and for as long as they continue to be employed by Psalms Home Care.
- CareGivers must inform their supervisor of any changes that may affect their ability to meet these policy standards. For example, CareGivers who lose their licenses must report this to their supervisor.
- CareGivers must exercise due diligence to drive safely and to obey all traffic laws including, but not limited to:
  - Speed Limits
  - Seat Belts
- CareGivers driving to provide services for clients are expected to ensure that the vehicle meets any legal standards for insurance, maintenance and safety.
- CareGivers who are asked to use a client's vehicle to provide transportation for that client should do so only after verifying with Psalms Home Care that said vehicle is properly registered and insured.
- CareGivers are responsible for any driving infractions or fines that result from their driving and must report such incidents to their supervisor.
- Psalms Home Care does not permit CareGivers, under any circumstances, to operate any vehicle when any physical or mental impairment causes the Contractor to be unable to drive safely. This prohibition includes circumstances in which the Contractor is temporarily unable to operate a vehicle safely or legally due to illness, medication or intoxication. It is the responsibility of the Contractor to notify the office of any impairment, if called in for work during a non-work scheduled period.
- Smoking is prohibited while in any vehicle with a client.

#### **5. IN-SERVICE TRAINING**

All caregivers will be offered yearly in-service training sessions. After 90 days all Contractors will receive training in HIPAA, Infection Control and Personal Care. Contractors will be notified by email when training has been added. Contractor can print off completed certificate after passing the test. Psalms Home Care will put a copy in Contractor file.

The training should be on field-related issues to include but not limited to the following subjects:

- HIPAA Compliance
- Infection Control
- CareGiver Resource Guide
- OSHA
- Safety
- Client Relations
- CareGiver Insight Guide
- Emergency Procedures
- Policies & Procedures

## 6. ADDITIONAL RULES AND GUIDELINES

Every CareGiver is expected to familiarize themselves with the rules and policies outlined in this **Handbook**. In addition to the policies and procedures stated elsewhere in the **Handbook**, other incidents may occur which can result in corrective discipline procedures or possible termination of employment. These incidents include, **but are not limited to**:

- a. Failing to perform job assignments satisfactorily and efficiently.
- b. Unauthorized absence from a client's home, or being in an unauthorized area of a client's home.
- c. Making false, vicious, or malicious statements concerning a client, a co-worker, supervisor, Psalms Home Care, or its services or prices.
- d. Failing to observe established safety, privacy, or emergency procedures.
- e. Falsifying or altering Company records, including applications, Time Sheets, etc.
- f. Possessing dangerous weapons while performing Company duties.
- g. Reporting to work under the influence of intoxicants or drugs.
- h. Refusing to follow directions from a supervisor (insubordination).
- i. Disrespectful or discourteous conduct to clients, co-workers, supervisors, or representatives of the client.
- j. Interfering with or hindering of work schedules.
- k. Refusal to submit to random drug testing, or failure of such testing.

### COMPLAINT RESOLUTION – CONTRACTOR GRIEVANCE

1. The Contractor should first inform his/her immediate supervisor of any complaint, either verbally or informally.
2. If the Contractor is not satisfied that the complaint has been sufficiently addressed at this level, the Contractor may choose to file a formal grievance. This formal grievance must be presented on a Grievance Form to his/her immediate supervisor within five working days of the informal discussion of complaint.
3. The Contractor's supervisor will then document a response to the Contractor within five working days of receipt of the written grievance. The supervisor will also inform the Contractor of the Contractor's right to appeal to senior management if the Contractor is not satisfied with the response.
4. If the Contractor is not satisfied with this response, the Contractor may choose to forward both the Grievance Form and the written response to the supervisor of the Contractor's supervisor or senior management. This must be done within five working days of receipt of the written response to the grievance.
5. The Administrator (or Alternate when applicable) will review these documents, meet with concerned Contractors and supervisors as appropriate, gather information as needed, and document a response to the Contractor within ten working days of receipt of the written grievance.
6. If the Contractor is not satisfied with this response, the Contractor may choose to forward the written grievance, the written responses, and any other written responses to the President within five working days of receipt of the Vice President's written response to the grievance.
7. The President will review these documents, meet with concerned Contractors and supervisors as appropriate, gather information as needed, and document a response to the Contractor within ten working days of receipt of the written grievance.
8. The President will meet with the concerned individual(s) to facilitate communication and understanding regarding the complaint utilizing conflict resolution procedures as appropriate. The President's decision will be final.
9. This policy does not preclude the Contractor from pursuing other avenues of relief to address the complaint. The President will, as needed, counsel the provider regarding the Contractor's rights

to pursue the complaint with the Department of Labor, the Federal Equal Employment Opportunity Commission or other appropriate local, state or federal regulatory entities.

10. The Contractor has the right to file a complaint at any time during 15 days from the date of occurrence or the Contractor's knowledge of the occurrence of the issue being grieved.

**Psalms Home Care expressly reserves the right to terminate an Contractor at any time and for any lawful reason.**

## **CONTRACTOR CONDUCT CODE**

### **1. DRESS CODE AND PERSONAL APPEARANCE**

A CareGiver's personal appearance is important to the overall image that Psalms Home Care is promoting. Our CareGivers' **standard uniforms** are clean shirt and pants" scrubs are also acceptable. You are expected to ensure that it is maintained in a clean and pressed condition for each shift. Some clients prefer that the CareGiver not be in uniform; if this is the case for one of your clients, your supervisor will discuss appropriate attire. Tank tops, torn/ripped/faded blue jeans, cutoffs, shorts or skirts above the knee are not permitted. You are expected to provide yourself with sturdy, comfortable shoes that will protect your feet and provide proper support. For safety reasons canvas shoes, thongs, flip-flops, and open-toe shoes are not permitted at any time.

Personal hygiene is equally important for conveying a professional appearance. Your hands, fingernails, teeth, and hair must be clean and properly groomed at all times. If you choose to wear jewelry, it should be conservative. Visible body piercings (other than ears) are not acceptable.

### **2. CLIENT RELATIONS**

One of the most important components of the service we provide is the relationship between the client and their CareGiver. It is critical that our CareGivers always maintain a respectful, helpful and pleasant manner when dealing with our clients. Disrespectful or discourteous conduct toward a client, client's family member, a co-worker, or referral source will result in disciplinary action and/or termination.

It is the responsibility of every Contractor to promote friendly and courteous behavior toward our clients. On occasion, no matter how hard we try, a client may feel that we are not meeting their expectations. Although a CareGiver should always try to anticipate a client's needs and attempt to avoid problems before they arise, sometimes problems occur despite our best efforts. If a problem does develop, keep in mind these important pointers:

1. Listen attentively and express genuine concern. Try to see the issue from the client's point of view. **REMEMBER:** We are employed to protect the client's welfare and ensure they are comfortable.
2. **Never, ever, argue with the client.** Always do whatever is in your power to make the client happy.
3. Always report a problem to your supervisor. If appropriate, telephone the office immediately from the client's home or contact your supervisor immediately after your shift.

### 3. GIFTS AND GRATUITIES

Sometimes a client may want to express their gratitude for the exceptional service their CareGiver is providing by offering them a gift or money. Because many of our clients are vulnerable due to their age or medical condition, **it is expressly forbidden to accept any gift or gratuity without contacting your supervisor first.** You **must contact your supervisor for approval** prior to accepting gifts. **You will be terminated if the supervisor is not contacted.** **NEVER solicit or ask for any gift or item from the client's home**, even if the item is scheduled to be donated to charity.

### 4. VISITORS AND PERSONAL BUSINESS

Entertaining personal friends or relatives, or use of the telephone for personal reasons, is not permitted while at a client's home. It is your responsibility to ensure that nobody visits you while you are working. If the client has visitors while you are working, please document the visitor's name on your **Time Sheet** in the area marked for duties performed.

### 5. SMOKING

**Smoking in the client's home or car is prohibited at all times**, regardless of whether the client is a smoker or grants you permission to smoke in their home. If you absolutely must smoke during your shift, you must first request permission from your supervisor, who will discuss your request with the client and try to designate an acceptable outside smoking area. Keep in mind that some clients, because of respiratory conditions or hypersensitivity, cannot tolerate cigarette odor, even on your clothing.

## JOB RELATED ISSUES

### 1. JOB DUTIES

Every case and client is different. Therefore, job duties and responsibilities may differ dramatically from client to client. During the initial consultation with the client, a Company representative completes a **Service Request Form**, which identifies the specific duties required for that particular client. The duties you are expected to perform for that client are outlined in your Employment Agreement, Schedule A.

#### JOB DESCRIPTION – COMPANION CAREGIVER

**Job Description:** To provide non-medical in-home companionship to clients. This can include, but is not limited to the following duties:

- a. Light housekeeping -- Cleaning floors, vacuuming carpet, surface cleaning of bathrooms and furniture, etc.
- b. Meal preparation -- Cooking a complete, nutritionally balanced meal for the client based on their individual requirements.
- c. Transportation service -- Driving the client to appointments, shopping, to recreational or social activities in the client's or in the CareGiver's automobile. If the CareGiver's automobile is used, special arrangements may be made for mileage reimbursement.
- d. Laundry & Linen washing and bed making.
- e. Errand services, other household duties
- f. Companionship care -- visiting and talking with the client, reading, listening to music, taking them on walks, etc.

**Job Requirements:** Must be professional in appearance and demeanor, reliable and dependable in follow-through of job duties, and be a compassionate, honest, and caring individual. If driving a client, must be able to provide proof of good driving record (copy of MVR record).  
Must be able to successfully pass seven year criminal background check.

**Certification:** None

## **JOB DESCRIPTION – PERSONAL ASSISTANCE CAREGIVER**

- Job Description:** To provide non-medical, in-home caregiving and personal care to clients. This can include, but is not limited to the following duties: meal preparation, light housekeeping, companion care, shopping for groceries or clothes, transportation to doctors' appointments, errand service, and other housekeeping duties. May also include personal care duties such as assistance with the Activities of Daily Living, such as bathing, dressing, grooming, eating, assisting with self-administered medications, toileting, positioning, transfer or ambulation, exercising, and general mobility.
- Job Requirements:** Must be professional in appearance and demeanor, reliable and dependable in follow-through of job duties, and be a compassionate, honest, and caring individual. If driving a client, must be able to provide proof of good driving record (copy of MVR record). Applicants must be able to successfully pass seven-year criminal background check.

Psalms Home Care will also provide each CareGiver with a **Caregiver Weekly Report**.

**CareGiver Weekly Reports** are a means for a CareGiver to communicate the client's progress. Besides acting as a legal record of shift activities, they can show telltale signs of problems over time. It is on the "CareGiver Weekly Report" that any recordable events should be captured. Recordable events include, but are not limited to, the following:

- A client fall (whether CareGiver present or not)
- Any client swelling
- Any medical emergency
- Any new or previously unrecorded severe client contusions, abrasions/lacerations, ulcers, rashes, etc.
- Any medication changes
- Any physician's appointments
- CareGiver's personal observations regarding client's general appearance, attitude, abilities, overall health, mental alertness, etc.
- Any change in circumstances, behavior, or environment that might affect the level of care a client needs or the safety of the client.

## **2. EMPLOYMENT AGREEMENT**

One condition for employment with Psalms Home Care is that every Contractor is required to sign an **Employment Agreement**. The **Employment Agreement** is designed to protect you, the client, and Psalms Home Care. If you have any questions regarding the information in your **Employment Agreement**, please feel free to ask your supervisor for clarification. **The Employment Agreement expressly provides that the relationship between Psalms Home Care and each Contractor is employment-at-will, and that both Psalms Home Care and the Contractor are free to terminate the employment relationship at any time and for any lawful reason.**

### 3. HARASSMENT-FREE WORKPLACE

Psalms Home Care is committed to creating a workplace that is free from any form of unlawful harassment based upon race, color, religion, sex, national origin, age, disability, or marital status. Psalms Home Care's commitment to maintaining a developmental work climate free from harassment applies to anyone involved in the operation of our business as a Contractor, or to any person with whom our Contractors have a business, professional or service relationship.

**Policy:** Management is responsible for creating an atmosphere free of harassment -- sexual, racial, or otherwise -- and all Contractors are responsible for respecting the rights of their co-workers. With respect to harassment, including sexual harassment, Psalms Home Care prohibits:

- Unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual nature, especially where submission to or rejection of such conduct is made a term or condition of employment (either explicitly or implicitly), or where submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment, or where such conduct has the effect of creating an intimidating, hostile, or offensive working environment.
- Any form of unlawful Contractor harassment based upon race, color, religion, sex, national origin, age, disability, or marital status.
- Improper interference with the ability of Psalms Home Care's Contractors to perform their expected job duties.
- Any form of retaliation against any Contractor for filing a bona fide complaint or for assisting in a complaint investigation.

**Complaint Procedure:** Any Contractor who experiences harassment or knows of a Contractor who has experienced harassment should immediately notify his/her supervisor.

- All complaints will be promptly and fully investigated with appropriate action taken.
- During the investigation, all parties will be interviewed concerning the behavior experienced. At the end of the investigation, the complainant will be told of the outcome.
- If Psalms Home Care determines that unlawful harassment has occurred, appropriate action will be taken against the offending individual, up to and including termination.
- Confidentiality will be maintained to the extent possible during an investigation, and it is expected that Contractors will maintain the same level of confidentiality.
- Psalms Home Care prohibits any form of retaliation against any Contractor for filing a bona fide complaint or for assisting in a complaint investigation. However, if after investigating any complaint of harassment, Psalms Home Care determines that the complaint is not bona fide or that a Contractor has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information.

CareGivers must bear in mind that some of Psalms Home Care's clients may suffer from senility, dementia, or other physical or mental impairments, which limit or affect their behavior, self-control, or awareness of their environment. Psalms Home Care has no control over the behavior of its clients. If a client commits any form of harassment or inappropriate conduct against a CareGiver, the CareGiver is responsible for reporting the incident to his/her supervisor. In certain circumstances, the only means of correcting harassment or inappropriate behavior by a client may be to re-assign the CareGiver to another client if a position is available.



#### 4. PROHIBITION OF SOLICITATION

It is the desire of Psalms Home Care to provide services to those in need, assisting them with the activities of daily living to make it possible for them to remain at home as long as they are medically able. However, ***it is expressly forbidden*** for any officer, Contractor of Psalms Home Care to solicit clients or patients. (Refer to Occupations Code, Chapter 102) Solicitation of a client by any Psalms Home Care Contractor will result in immediate termination.

Our agency and its business and growth will be built upon our reputation of professionalism and the level of care and service we provide—***not through solicitation of clients or patients.***

### EMERGENCY PROCEDURES

Psalms Home Care provides only non-medical assistance to its clients. In the event of an emergency, you must follow these procedures immediately:

- **You are not permitted to administer medical assistance of any kind.**
- Call 911 for emergency assistance.
- Call the emergency contacts listed on the PLAN OF CARE. This form will be located in the front of the client binder at all times.
- As soon as possible, call the Psalms Home Care office at (817) 337-9001 or the alternate number (817) 773-0389.
- Try to keep your client calm and comfortable until qualified help arrives.

There are strict laws regarding the administration of drugs and medications. As a representative of Psalms Home Care, **you are not permitted to distribute or administer any client with their medications.**

#### I EMERGENCY RESPONSE

1. Once an Contractor or local emergency personnel report an external emergency, a detailed log will be initiated which describes the event and how the agency's procedures were followed. The time and date for each event and entry in the log will be recorded.
2. All Contractors who are currently on assignment will be notified of external emergencies by the Administrator via telephone (if service is available). Contractors should follow emergency procedures as outlined in the emergency section of their Contractor manual. The Administrator has access to electronic files detailing client telephone and emergency numbers as well as telephone numbers for Contractors' families in the event of an emergency. Back up files as well as hard copies of Contractor and client files are available in the offices at 5782 Park Vista Circle, Suite 400, Fort Worth, TX 76244.
3. Contractors and clients will be reminded to call family emergency contacts if possible.
4. Contractors will be reminded to take detailed notes on their activity log of dates and times, and first aid and other emergency procedures that were followed during the disaster.
5. Once the external emergency is over, there will be an Contractor briefing to discuss the impact of the emergency on internal operations.

## II EMERGENCY POLICIES

### **THE KEY TO ANY EXTERNAL EMERGENCY WILL BE TO ENSURE THE CLIENT REMAINS NEAR MEDICATIONS, OXYGEN, AND/OR ESSENTIAL SUPPLIES.**

In the event of a natural disaster, in addition to the specific guidelines which follow for specific types of disasters, **this agency expects all Contractors and volunteers to call in or notify the agency of their availability and status.** If the Contractor or volunteer is not caring for a client at the time of the event, we will need all available personnel to report to work to assist the agency with the notification, verification and triage of each and every client. This agency will coordinate with the local, state and federal authorities concerning resources available for our clients and also coordinate with them in regard to the status of each client's needs and any possible evacuation plans and procedures.

#### **TRIAGE LEVEL**

At the time of initial assessment and start of services with each client, a triage level will be assigned in the client record to indicate the level of ability for survival in the event of a disaster.

The triage levels for this agency are defined as follows:

- Level One: This individual will need assistance or medical help within 24 hours.
- Level Two: This individual will need assistance or medical help within 48-72 hours.
- Level Three: This individual can survive without assistance for more than 72 hours.

#### **III FIRST AID**

**All Psalms Home Care Contractors must call 911 and follow the instructions given by the EMS technician.** Afterwards, you are to call the office at (817) 337-9001.

#### **A. CHOKING**

##### **Victim Conscious**

1. Seek medical aid -- Call 911 and wait for instructions.
2. Encourage victim to cough forcefully if they can breathe, speak, and cough.
3. Stand behind victim and put arms around their waist if choking does not lessen or victim cannot breathe or speak.
4. Place fist above victim's navel and below the ribs.
5. Grab fist with other hand and give 5 quick inward and upward thrusts.
6. Repeat until victim can breathe or becomes unconscious.

##### **Victim Unconscious**

1. Seek medical aid -- Call 911 and wait for instructions.
2. Place victim on their back.
3. Tilt victim's head backward by placing one hand on forehead and lifting chin upward with other hand.
4. Grasp victim's lower jaw and tongue with one hand. Move tongue from back of throat. (This may dislodge the obstruction).
5. Sweep deeply into mouth with hooked finger to dislodge obstruction. (Try not to push obstruction down further). Straddle victim's hips if unable to dislodge.
6. Place heel of your hand above victim's navel with fingers pointed toward their chest.
7. Lace fingers. Keep elbows straight. Give 5 quick, sharp inward & upward thrusts.
8. Remain with patient until help arrives.
9. When patient is stable, call the office at (817) 337-9001.
10. Call the emergency contacts listed on the Emergency Telephone Numbers Form.
11. Please remember to complete emergency/accident log (see attached sample) on date of occurrence and submit to supervisor.

## **B. CONVULSIONS AND SEIZURES**

1. Seek medical aid -- Call 911 and follow instructions.
2. Lay victim on their back to check for pulse and breathing.
3. Loosen tight clothing around neck and waist.
4. Begin Rescue Breathing if victim has a pulse but is not breathing.
5. Place victim in recovery position if breathing.
6. Remain with the patient until help arrives.
7. When help arrives, call the emergency contacts listed on the Emergency Telephone Numbers Form.
8. Call the office at (817) 337-9001.
9. Please remember to complete emergency/accident log on date of occurrence and submit to supervisor.

## **C. FAINTING OR UNCONSCIOUSNESS**

1. If person feels faint, have them sit with head between knees.
2. Seek medical aid -- Call 911 and wait for instructions.
3. Have victim lie down with feet elevated.
4. Give victim oxygen if available.
5. Calm victim when they awaken.
6. Check pulse and breathing and maintain an open airway.
7. Apply a cold compress to the face.
8. Treat for shock (Cover with blanket, elevate feet, give no fluids).
9. Remain with the patient until help arrives.
10. When the patient is stable, call the emergency contacts listed on the Emergency Telephone Numbers Form.
11. Call the office at (817) 337-9001.
12. Remember to complete emergency/accident log on date of occurrence and submit to supervisor.

## **D. BLEEDING: EXTERNAL WOUNDS**

**In the event patient suffers bleeding please follow these procedures:**

1. If bleeding is severe, call 911 and wait for instruction.
2. If bleeding is moderate, put on gloves for protection.
3. Place a clean cloth or gauze directly on wound and apply firm pressure. (Use gloved hand if dressing material is not available).
4. Secure cloth or gauze with a cover bandage.
5. Elevate injured extremity if no fractures, dislocations, impaled objects, or spinal injuries suspected.
6. Use pressure points with direct pressure if still bleeding.
7. To stop bleeding in arm, grasp victim's arm bone midway between the armpit and elbow with your thumb on the outside of victim's arm. Feel for a pulse and squeeze fingers firmly toward your thumb against the arm bone.
8. To stop bleeding in the leg, lay the victim on their back if possible. Place the heel of your hand on front center of the thigh at the crease of the groin and press down firmly.
9. Take steps to prevent shock (Cover with blanket, elevate feet, give no fluids).
10. Remain with the patient until help arrives.
11. When Patient is stable, call the emergency contacts listed on the Emergency Telephone Numbers Form.
12. Call the office at (817) 337-9001.
13. Please remember to complete emergency/accident log on date of occurrence.

## **E. BLEEDING: INTERNAL DISTRESS**

**Symptoms:** *Sudden and severe pain, dizziness, bruises or penetrating wounds on the neck, skull, or chest area, swollen abdomen, coughing up blood, blood in the urine, bleeding from natural body openings, shock.*

1. Seek medical aid -- Call 911 and follow instruction.
2. Take steps to prevent shock (Cover with blanket, elevate feet, give no fluids)
3. Remain with the patient until help arrives.
4. When Patient is stable, call the emergency contacts listed on the Emergency Telephone Numbers Form.
5. Call the office at (817) 337-9001.
6. Please remember to complete emergency/accident log on date of occurrence and submit to supervisor.

## **F. FRACTURES AND DISLOCATIONS**

1. Seek medical aid -- Call 911 and wait for instructions.
2. Leave victim in position found if possible.
3. Stabilize injured area with your hands.
4. Control any external bleeding if necessary.
5. Take steps to prevent shock (Cover with blanket, elevate feet, give no fluids)
6. Immobilize injured area with splint if victim must be moved.
7. Stay with the patient until help arrives.
8. When Patient is stable, call the emergency contacts listed on the Emergency Telephone Numbers Form.
9. Call the office at (817) 337-9001.
10. Please remember to complete emergency/accident log on date of occurrence and submit to supervisor.

## **G. HEAT EXHAUSTION**

**Symptoms:** *Moist, pale, normal-to-cool skin or hot, red and dry skin, muscle cramp in legs and abdomen, rapid and shallow breathing, weak pulse, heavy perspiration, dizziness.*

1. Seek medical aid -- Call 911 and wait for instructions.
2. Move victim to a cool place.
3. Place victim in sitting position.
4. Remove or loosen clothing.
5. Apply cloth-wrapped cold pack or wet towels to armpits and back of neck.
6. Turn victim on left side (recovery position) if unresponsive or vomiting.
7. Stay with patient until help arrives.
8. When Patient is stable, call the emergency contacts listed on the Emergency Telephone Numbers Form.
9. Call the office at (817) 337-9001.
10. Please remember to complete emergency/accident log on date of occurrence and submit to supervisor.

## **H. HEART ATTACK OR STROKE**

**Heart Attack Symptoms:** *Pressure or squeezing in chest area (feeling of indigestion), loss of consciousness, pain in shoulders, arms, neck, or jaws, shortness of breath, rapid heart rate, paleness, sweating and nausea.*

**Stroke Symptoms:** *Impaired speech, unequal pupils, paralysis or weakness on one side of body, decreased consciousness.*

**DO NOT: Give stroke victim anything by mouth**

1. Seek medical aid -- Call 911 and wait for instructions.
2. Maintain an open airway.
3. Keep victim warm and preferably sitting with head and shoulders raised.
4. Calm and comfort victim.
5. Begin Rescue Breathing if victim has a pulse, but is not breathing.
6. Begin CPR if victim has no pulse and is not breathing.
7. Stay with patient until help arrives.
8. When Patient is stable, call the emergency contacts listed on the Emergency Telephone Numbers Form.
9. Call the office at (817) 337-9001
10. Please complete emergency/accident log on date of occurrence and submit to supervisor.

**I. POISONING**

**Food:**

1. Call 911 or Poison Control Center.
2. Follow directions from 911 or Poison Control Center.
3. Keep victim resting in quiet place.
4. Keep victim face down with head lower than body (or in recovery position) if vomiting occurs.

**Chemical:**

1. Call 911 or Poison Control Center.
2. Follow directions from 911 or Poison Control Center.
3. Maintain an open airway and loosen clothes at neck and waist if victim is unconscious of having convulsions.
4. Begin Rescue Breathing or CPR if necessary.
5. Stay with patient until help arrives.
6. When patient is stable, call the emergency contacts listed on the Emergency Telephone Numbers Form.
7. Call the office at (817) 337-9001.
8. Please complete emergency/accident log on date of occurrence and submit to supervisor.

**J. SHOCK**

**Symptoms:** *Nausea, cold and clammy skin, pale or ashen appearance, clouded vision, weak and rapid pulse, shallow or labored breathing, altered level of consciousness.*

1. Seek medical aid -- Call 911 and wait for instructions.
2. Keep victim lying down with head at least level with body.
3. Raise feet 8 to 10 inches above the heart.
4. Lay victim on side if unconscious or vomiting.
5. Loosen any tight clothing.
6. Maintain body temperature with blankets or clothes.
7. Calm and reassure victim.
8. Stay with patient until arrives.
9. When patient is stable, call the emergency contacts listed on the Emergency Telephone Numbers Form.
10. Call the office at (817) 337-9001.
11. Please remember to complete emergency/accident log on date of occurrence and submit to supervisor.

## **K. BURNS**

### **CHEMICAL:**

1. Seek medical aid -- Call 911 and wait for instructions.
2. Put on gloves for protection.
3. Calm and comfort victim.
4. Remove contaminated clothing.
5. Flush are with water for at least 15 minutes.  
(For dry chemical burns, brush skin, and then use water).
6. Cover burn loosely with dry, clean cloth.
7. Treat for shock (Cover with blanket, elevate feet, give no fluids)
8. Remain with the patient until help arrives.
9. When help arrives, call the emergency contacts listed on the Plan of Care.
10. Call the office at (817) 337-9001.
11. Please remember to complete emergency/accident log on date of occurrence.

### **ELECTRICAL:**

1. Seek medical aid -- Call 911 and wait for instructions.
2. Put on gloves for protection.
3. Calm and comfort victim.
4. Monitor pulse and breathing. (Victim may have heart failure or stop breathing).
5. Cover burn loosely with dry, clean cloth.
6. Treat for shock (Cover with blanket, elevate feet, give no fluids)
7. When help arrives, call the emergency contacts listed on the Emergency Telephone Numbers Form.
8. Call the office at (817) 337-9001.
9. Please remember to complete emergency/accident log on date of occurrence.

### **HEAT:**

1. Seek medical aid -- Call 911 and follow instructions.
2. Put on gloves for protection
3. Monitor burns-use a cool, moist application of gauze or bandage.
4. Moderate to critical burns-use a clean, dry dressing.
5. Treat for shock (Cover with blanket, elevate feet, give no fluids)
6. Remain with the patient until help arrives.
7. When patient is stable, call the emergency contacts listed on the Emergency Telephone Numbers Form.
8. Call the office at (817) 337-9001.
9. Please remember to complete emergency or accident log on date of occurrence and submit to supervisor.

## **L. EYE INJURY**

### **CHEMICAL:**

1. Seek medical aid-Call 911 and wait for instructions.
2. Put on gloves for protection.
3. Hold eyelids apart and flush with lukewarm water (or sterile eyewash solution) 5 minutes.
4. Place gauze or cloth over injured eye.
5. Secure with bandage
6. When the patient is stable, call the emergency contacts listed on the Emergency Telephone Numbers Form.
7. Call the office at (817) 337-9001.
8. Please remember to complete emergency/accident log on date of occurrence and submit to supervisor.

**EMBEDDED OBJECTS, CUTS, SCRATCHES:**

1. Seek medical aid -- Call 911 and wait for instruction.
2. When the patient is stable, call the emergency contacts listed on the Emergency Telephone Numbers Form.
3. Call the office at (817) 817-337-9001.
4. Please remember to complete emergency/accident log on date of occurrence.

The following information has been developed in conjunction with recommendations from FEMA (Federal Emergency Management Agency) and the American Red Cross.

**PSALMS HOME CARE EMERGENCY POLICIES: Flood**

The Psalms Home Care policy regarding flood and flash flood emergencies follows. If there are any questions, please contact Psalms Home Care at (817) 337-9001.

A flash flood warning means that a flash flood is occurring or will occur very soon. If a flash flood warning is communicated during your assignment, listen to local radio and TV stations for information and advice. If told to evacuate, please notify Psalms Home Care at (817) 337-9001, as well as a family member of the client (if available) before evacuating. Please make sure that the client is evacuated or that your supervisor has been contacted before ending your shift. If a flash flood warning is in effect before a shift involving transportation services, your shift will be cancelled and we will make every effort to reschedule.

**PSALMS HOME CARE EMERGENCY POLICIES: Fire**

The Psalms Home Care policy regarding fire emergencies follows. If there are any questions, please contact Psalms Home Care at (817) 337-9001.

If you are on assignment when a fire begins, please follow the following procedures:

1. Determine a means of escape and get yourself and client out of the home. If you must exit through smoke, crawl low under smoke to your exit.
2. Select a location outside of the home where everyone should meet after escaping.
3. Once you are out, stay out and call 911 from a neighbor's home.
4. If you are unable to get out of the home, stay in the room with the door closed. If there is a telephone in the room, call 911 and let them know where you are.

**PSALMS HOME CARE EMERGENCY POLICIES: Earthquake**

The Psalms Home Care policy regarding earthquake emergencies in the community follows. If there are any questions, please contact Psalms Home Care at (817) 337-9001.

If you are on assignment when an earthquake begins please follow the following procedures:

1. Drop, cover and hold on. Take client and move a few steps to a nearby safe place. Stay away from windows. If you are in a building with sprinklers and fire alarms, they may go off.
2. If client is in bed, hold them steady and protect their head with a pillow.
3. If you are outside, find a clear spot away from trees, buildings and power lines. Drop to the ground.
4. If you are in a car, slow down and drive to a clear place. Stay in the car until the shaking stops.
5. Check yourself and client for first aid requirements when shaking stops.
6. When the shaking stops, listen to the radio for instructions. Please contact Psalms Home Care at (817) 337-9001 for further instructions.

***PSALMS HOME CARE EMERGENCY POLICIES: Winter Storm***

The Psalms Home Care policy regarding winter weather follows. If there are any questions, please contact Psalms Home Care at (817) 337-9001.

During the winter months, please listen to Weather radio and local radio and television stations for storm information.

1. If a winter storm **WATCH** is in effect, severe winter conditions, such as heavy/snow and/or ice, are possible within the next day or two. Report to your regular shift and make sure your car is winterized and that you have warm clothing including boots, gloves, and a hat. Check with the client to see that they have medications, sufficient oxygen supply (if applicable), essential medical supplies (if applicable), bottled water, canned food and can opener, battery powered flashlight, radio and extra batteries. **PREPARATION** is the key to a winter storm watch.
2. If a winter storm **WARNING** is in effect, severe winter conditions have begun or are about to begin in the area. Contact the office at (817) 337-9001 to arrange for transportation.
3. If winter weather has begun before your shift begins, please call (817) 337-9001. You are not expected to begin shifts when snow or ice is falling if you are uncomfortable traveling in the snow. Additionally, clients will not be charged when weather affects service. If you have begun your shift and it begins to snow, please contact the office immediately (817) 337-9001. Decisions will be made on a case-by-case basis. Our concern is for the safety of our CareGivers and every effort will be made to get CareGivers home safely while making sure that our clients are not left alone or in harm's way. In general, unnecessary travel should be avoided during winter storms/blizzard.
4. During the winter months, CareGivers are expected to follow Psalms Home Care' emergency preparedness policies.

***PSALMS HOME CARE EMERGENCY POLICIES: Tornado***

The Psalms Home Care policy regarding tornado emergencies is as follows. If there are any questions, please contact Psalms Home Care at (817) 337-9001.

A tornado warning indicates that a tornado has been sighted and may be headed to your area. If you are scheduled for a shift and a tornado warning is issued, your shift may be cancelled and rescheduled as soon as possible. Your supervisor will notify you of the cancellation. If you are on an assignment, please listen to the radio or television for instructions.

1. Escort client and others inside and stay in a room with minimal exposure to glass and other flying objects.
2. Be alert to changing weather conditions. Blowing debris or the sound of an approaching tornado may alert you.
3. After the tornado, listen to the radio for instructions.
4. Use a flashlight to help inspect home for damage.
5. Make sure client is safe and notify your supervisor before leaving your shift.



### ***PSALMS HOME CARE EMERGENCY POLICIES: Terrorism***

The Psalms Home Care policy regarding terrorism emergencies is as follows. If there are any questions, please contact Psalms Home Care at (817) 337-9001.

If a terrorist act is committed in the State of Texas, you should follow the advice of local emergency officials. If phone service/electricity services are available, you will be contacted by a member of the supervisory team regarding your safety while you are not on assignment and our plan of action regarding resuming service. If you are on assignment when a terrorist act is committed in the area, please use the following guidelines:

1. Remain calm and be patient with clients.
2. Listen to the radio or television for advice from local emergency officials.
3. Check for injuries on yourself and clients and administer first aid or call 911 for serious emergencies.
4. Call your family contact to let them know your status and help the client to call their family contact.
5. If you are asked to evacuate the area, prepare yourself and the client by wearing long sleeved clothing and sturdy shoes. Help lock up the home and use travel routes as directed by local authorities. Call family members and let them know where you will be.
6. If you are advised by authorities to “shelter in place”, you should remain inside the home and protect yourselves there. Follow all broadcast instructions.
7. Keep listening to the radio or television until you are told it is safe or you are told to evacuate. Evacuate if recommended to an approved shelter closest to the client’s home. It will be the responsibility of the Psalms Home Care Office to notify the client’s emergency contacts in the event of an evacuation.

## **HEALTH INFORMATION PRIVACY POLICIES & PROCEDURES**

These Health Information Privacy Policies & Procedures implement our obligations to protect the privacy of individually identifiable health information that we create, receive, or maintain as a care provider.

We implement these Health Information Privacy Policies and Procedures as a matter of sound business practice; to protect the interests of our clients; and to fulfill our legal obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), its implementing regulations at 45 CFR Parts 160 and 164 (65 Fed. Reg 82462 (Dec. 28, 2000)) (“Privacy Rules”), as amended (67 Fed. Reg. 53182 [Aug. 14, 2002]), and state law that provides greater protection or rights to clients than the Privacy Rules.

As a member of our workforce or as our Business Associate, you are obligated to follow these Health Information Privacy Policies & Procedures faithfully. Failure to do so can result in disciplinary action, including termination of your employment or affiliation with us.

These Policies & Procedures address the basics of HIPAA and the Privacy Rules that apply in our Psalms Home Care office. They do not attempt to cover everything in the Privacy Rules. The Policies & Procedures sometimes refer to forms we use to help implement the policies and to the Privacy Rules themselves when added detail may be needed.

Please note that while the Privacy Rules speak in terms of “individual” rights and actions, these Policies & Procedures use the more familiar word “client” instead; “client” should be read broadly to include prospective clients, clients of record, former clients, their authorized representatives, and any other “individuals” contemplated in the Privacy Rules.

If you have questions or doubts about any use or disclosure of individually identifiable health information or about your other obligations under these Health Information Privacy Policies & Procedures, the Privacy Rules or other federal or state law, consult the office at (817) 337-9001, before you act.

**Psalms Home Care**  
**Cheryl Albert, Owner; Katrina McPherson, Administrator**

Adopted Effective: February 27, 2007

**1. General Rule: No Use or Disclosure**

Our Psalms Home Care office must not use or disclose **protected health information (PHI)**, except as these Privacy Policies & Procedures permit or require.

**2. Acknowledgement and Optional Consent**

Our Psalms Home Care office will make a good faith effort to obtain a written acknowledgement of receipt of our **Notice of Privacy Practices** (see Section 9) from a client before we use or disclose his or her protected health information (PHI) for the services we provide, to obtain payment for the services we provide, or for our care operations in association with third party administrators/operations (TPA/O).

Our Psalms Home Care office's use or disclosure of PHI for our payment activities and care operations may be subject to the minimum necessary requirements (see Section 7).

Our Psalms Home Care office will become familiar with our state's privacy laws. If required by our state law, or as directed by a medical professional, we will also seek **Consent** from a client before we use or disclose PHI for TPA/O purposes – in addition to obtaining an Acknowledgement of receipt of our **Notice of Privacy Practices**.

- a) **Obtaining Consent** – If consent is to be obtained, upon the individual's first visit as a client (or next visit if already a client), our Psalms Home Care office will request and obtain the client's written Consent for our use and disclosure of the client's PHI for the services we provide, payment, and care operations. Any consent we obtain must be on our **Consent** form, which we may not alter in any way. Our Psalms Home Care office will include the signed **Consent** form in the client's chart.
- b) **Exceptions** – Our Psalms Home Care office does not have to obtain the client's Consent in emergency situations; when the services we provide are required by law; or when communications barriers prevent **Consent**.
- c) **Consent Revocation** – A client from whom we obtain consent may revoke it at any time by written notice. Our Psalms Home Care office will include the revocation in the client's chart. There is space at the bottom of our **Consent** form where the client can revoke the consent.
- d) **Applicability** – Consent for use or disclosure of PHI should not be confused with informed consent for Psalms Home Care services. This section applies to the local Psalms Home Care office.

**3. Authorization**

In some cases we must have proper, written **Authorization** from the client (or the client's personal representative) before we use or disclose a client's PHI for any purpose (except for TPA/O purposes) or as permitted or required without consent or authorization (see Sections 3, 4, or 5).

Our Psalms Home Care office will use the **Authorization** form. We will always act in strict accordance with an **Authorization**.

- a) **Authorization Revocation** – A client may revoke an authorization at any time by written notice. Our Psalms Home Care office will not rely on an **Authorization** we know has been revoked.

- b) **Authorization from Another Provider** – Our Psalms Home Care office will use or disclose PHI as permitted by a valid **Authorization** we receive from a healthcare provider. Our Psalms Home Care office may rely on that covered entity to have requested only the minimum necessary protected PHI. Therefore, our Psalms Home Care office will not make our own “minimum necessary” determination, unless we know that the **Authorization** is incomplete, contains false information, has been revoked, or has expired.
- c) **Authorization Expiration** – Our Psalms Home Care office will not rely on an **Authorization** we know has expired.

#### 4. Oral Agreement

Our Psalms Home Care office may use or disclose a client’s PHI with the client’s **Oral Agreement** or if the client is unavailable subject to all applicable requirements.

Our Psalms Home Care office may use professional judgment and our experience with common practice to make reasonable inferences of the client’s best interest in allowing a person to act on behalf of the client to pick up Psalms Home Care/medical supplies, X-rays, or other similar forms of PHI.

#### 5. Permitted Without Acknowledgement, Consent Authorization or Oral Agreement

Our Psalms Home Care office may use or disclose a client’s PHI in certain situations, without **Authorization** or **Oral Agreement**. In our Psalms Home Care office, these disclosures are not likely to be frequent.

- a) **Verification of Identity** – Our Psalms Home Care office will always verify the identity of any client, and the identity and authority of any client’s personal representative, government or law enforcement official, or other person, unknown to us, who requests PHI before we will disclose the PHI to that person. Our Psalms Home Care office will obtain appropriate identification and, if the person is not the client, evidence of authority. Examples of appropriate identification include photographic identification card, government identification card or badge, and appropriate document on government letterhead. Our Psalms Home Care office will document the incident and how we responded.
- b) **Uses or Disclosures Permitted under this Section** – The situations in which our Psalms Home Care office is permitted to use or disclose PHI in accordance with the procedures set out in this Section 5 are listed below.
  - Our Psalms Home Care office may disclose a client’s PHI to that client on request.
  - Our Psalms Home Care office may disclose to a client’s personal representative PHI relevant to the representative capacity. We will not disclose to a personal representative we reasonably believe may be abusive to a client any PHI we reasonably believe may promote or further such abuse.
  - Our Psalms Home Care office will not use or disclose a client’s PHI for fundraising purposes without the client’s **Authorization**.
  - Our Psalms Home Care office will not use or disclose PHI for marketing without a client’s **Authorization** unless the marketing is in the form of a promotional gift of nominal value that we provide, or face-to-face communications between the client and us.

- Our Psalms Home Care office may use or disclose PHI in the following types of situations, provided procedures specified in the Privacy Rules are followed:
  1. For public health activities;
  2. To health oversight agencies;
  3. To coroners, medical examiners, and funeral directors;
  4. To employers regarding work-related illness or injury;
  5. To the military;
  6. To federal officials for lawful intelligence, counterintelligence, and national security activities;
  7. To correctional institutions regarding inmates;
  8. In response to subpoenas and other lawful judicial processes;
  9. To law enforcement officials;
  10. To report abuse, neglect, or domestic violence;
  11. As required by law;
  12. As part of research projects; and
  13. As authorized by state worker's compensation laws.

#### **6. Required Disclosures**

- Our Psalms Home Care office will disclose protected health information (PHI) to a client (or to the client's personal representative) to the extent that the client has a right of access to the PHI (see Section 10); and to the U.S. Department of Health and Human Services (HHS) on request for complaint investigation or compliance review.
- Our Psalms Home Care office will use the disclosure log to document each disclosure we make to HHS.

#### **7. Minimum Necessary**

Our Psalms Home Care office will make reasonable efforts to disclose, or request of another covered entity, only the **minimum necessary** protected health information (PHI) to accomplish the intended purpose.

There is **no minimum necessary** requirement for disclosures to or requests by one another in our Psalms Home Care office or by a healthcare provider for the services we provide; permitted or required disclosures to, or for disclosure requested and authorized by, a client; disclosures to HHS for compliance reviews or complaint investigations; disclosures required by law; or uses or disclosures required for compliance with the HIPAA Administrative Simplification Rules.

- a) **Routine or Recurring Requests or Disclosures** – Our Psalms Home Care office will follow the policies and procedures that we adopt to limit our routine or recurring requests for our disclosures of PHI to the minimum reasonably necessary for the purpose.
- b) **Non-Routine or Non-Recurring Requests or Disclosures** – No non-routine or non-recurring request for or disclosure of PHI will be made until it has been reviewed on a client-by-client basis against our criteria to ensure that only the minimum necessary PHI for the purpose is requested or disclosed.
- c) **Others' Requests** – Our Psalms Home Care office will rely, if reasonable for the situation, on a request to disclose PHI being for the minimum necessary, if the requester is: (a) a covered entity; (b) a professional (including an attorney or accountant) who provides professional services to our practice, either as a member of our workforce or as our **Business Associate**, and who represents that the requested information is the minimum necessary; (c) a public official who represents that the information requested is the minimum necessary; or (d) a researcher presenting appropriate documentation or making appropriate representations that the research satisfies the applicable requirements of the Privacy Rules.

- d) **Entire Record** – Our Psalms Home Care office will not use, disclose, or request an entire record, except as permitted in these Policies & Procedures or standard protocols that we adopt reflecting situations when it is necessary.
- e) **Minimum Necessary Workforce Use** – Our Psalms Home Care office will use only the minimum necessary PHI needed to perform our duties.

#### 8. **Business Associates**

Our Psalms Home Care office will obtain satisfactory assurance in the form of a written contract that our **Business Associates** will appropriately safeguard and limit their use and disclosure of the protected health information (PHI) we disclose to them.

These **Business Associate** requirements are not applicable to our disclosures to a healthcare provider for assistance / support associated with the services we provide. The **Business Associate Contract Terms** document contains the terms that federal law requires be included in each **Business Associate Contract**.

- a) **Breach by Business Associate** – If our Psalms Home Care office learns that a **Business Associate** has materially breached or violated its **Business Associate Contract** with us, we will take prompt, reasonable steps to see that the breach or violation is cured.
- b) If the **Business Associate** does not promptly and effectively cure the breach or violation, we will terminate our contract with the **Business Associate**, or if contract termination is not feasible, report the **Business Associate's** breach or violation to the U.S. Department of Health and Human Services (HHS).

#### 9. **Notice of Privacy Practices**

Our Psalms Home Care office will maintain a **Notice of Privacy Practices** as required by the Privacy Rules.

- a) **Our Notice** – Our Psalms Home Care office will use and disclose PHI only in conformance with the contents of our **Notice of Privacy Practices**. We will promptly revise a **Notice of Privacy Practices** whenever there is a material change to our uses or disclosures of PHI to legal duties, to the clients' rights or to other privacy practices that render the statements in that Notice no longer accurate.
  - Our **Notice of Privacy Practices Form** contains the terms that federal law requires.
- b) **Distribution of Our Notice** – Our Psalms Home Care office will provide our **Notice of Privacy Practices** to any person who requests it, and to each client no later than the date of our first service delivery after February 27, 2007. Our Psalms Home Care office will have our **Notice of Privacy Practices** available for clients to take with them. We will also post our **Notice of Privacy Practices** in a clear and prominent location where it is reasonable to expect clients seeking services from us will be able to read the Notice.
- c) **Acknowledgement of Notice** – Our Psalms Home Care office will make a good faith effort to obtain from the client a written Acknowledgement of receipt of our **Notice of Privacy Practices**.
  - Our Psalms Home Care office shall use Form 2, **Acknowledgement of Receipt of Notice of Privacy Practices**, to obtain the Acknowledgement. If we cannot obtain written Acknowledgement from the client, we will use the form to document our attempt and the reason the written Acknowledgement was not signed by the client.

## 10. Clients' Rights

Our Psalms Home Care office will honor the rights of clients regarding their PHI.

- a) **Access** – With rare exceptions, our Psalms Home Care office must permit clients to request access to the PHI we or our **Business Associates** hold.
  - No PHI will be withheld from a client seeking access unless we confirm that the information may be withheld according to the Privacy Rules. We may offer to provide a summary of the information in the chart. The client must agree in advance to receive a summary and to any fee we will charge for providing the summary. Our Psalms Home Care office will contact our **Business Associates** to retrieve any PHI they may have on the client.
- b) **Amendment** – Clients have the right to request to amend their PHI and other records for as long as our Psalms Home Care office maintains them.
  - Our Psalms Home Care office may deny a request to amend PHI or records if: (a) we did not create the information (unless the client provides us a reasonable basis to believe that the originator is not available to act on a request to amend); (b) we believe the information is accurate and complete; or (c) we do not have the information.
  - Our Psalms Home Care office will follow all procedures required by the Privacy Rules for denial or approval of amendment requests. We will not, however, physically alter or delete existing notes in a client's chart. We will inform the client when we agree to make an amendment, and we will contact our **Business Associates** to help assure that any PHI they have on the client is appropriately amended. We will contact any individuals whom the client requests we alert to any amendment to the client's PHI. We will also contact any individuals or entities of which we are aware that we have sent erroneous or incomplete information and who may have acted on the erroneous or incomplete information to the detriment of the client.
  - When we deny a request for an amendment, we will mark any future disclosures of the contested information in a way acknowledging the contest.
- c) **Disclosure Accounting** – Clients have the right to an accounting of certain disclosures our Psalms Home Care office made of their PHI within the 6 years prior to their request. Each disclosure we make, that is not for the payment of our services or operations, must be documented showing the date of the disclosure, what was disclosed, the purpose of the disclosure, and the name and (if known) address of each person or entity to whom the disclosure was made. The Authorization or other documentation **must be included in the client's record. We use the client's chart to track each disclosure of PHI as needed to enable us to fulfill our obligation to account for these disclosures.**
  - We are not required to account for disclosures we made: (a) before Feb.27, 2007; (b) to the client (or the client's personal representative); (c) to or for notification of persons involved in a client's care or payment for the services we provide; (d) for services, payment, or operations; (e) for national security or intelligence purposes; (f) to correctional institutions or law enforcement officials regarding inmates; or (g) according to an Authorization signed by the client or the client's representative; (h) incident to another permitted or required use disclosure.
  - We will temporarily suspend the accounting of any disclosure when requested to do so pursuant according to the Privacy Rules by health oversight agencies or law enforcement officials. We may charge for any accounting that is more frequent than every 12 months, provided the client is informed of the fee before the accounting is provided. We will contact our **Business Associates** to assure we include in the accounting any disclosures made by them for which we must account.

- d) **Restriction on Use or Disclosure** – Clients have the right to request our Psalms Home Care office to restrict use or disclosure of their PHI, including for the services we provide, payment, or operations. We have no obligation to agree to the request, but if we do, we will comply with our agreement (except in an appropriate medical emergency).
  - We may terminate an agreement restricting use or disclosure of PHI by a written notice of termination to the client. We will contact our **Business Associates** whenever we agree to such a restriction to inform the **Business Associate** of the restriction and its obligations to abide by the restriction. We will document in the client’s chart any such agreed to restrictions.
- e) **Alternative Communications** – Clients have the right to request us to use alternative means or alternative locations when communicating PHI to them. Our Psalms Home Care office will accommodate a client’s request for such alternative communications if the request is reasonable and in writing.
  - Our Psalms Home Care office will inform the client of our decision to accommodate or deny such a request. If we agree to such a request, we will inform our Business Associates of the agreement and provide them with the information necessary to comply with the agreement.
- f) **Applicability** – Our Psalms Home Care office will be aware of and respect these clients’ rights regarding their PHI, even though in most situations clients are unlikely to exercise them.

## 11. Staff Training and Management, Complaint Procedures, Data Safeguards, Administrative Practices

### a) STAFF TRAINING AND MANAGEMENT

- ❖ **Training** – Our Psalms Home Care office will advise and guide all members of our workforce in these Privacy Policies & Procedures, as necessary and appropriate for them to carry out their functions.

Psalms Home Care office will train each new staff member within a reasonable time after the member starts. We will also retrain each staff member whose functions are affected either by a material change in our Privacy Policies and Procedures or in the member’s job functions, within a reasonable time after the change.

- Our **Staff Review of Policies and Procedures** form will be used to have workforce members acknowledge they have received and read a copy of these Policies and Procedures.
- ❖ **Discipline and Mitigation** – Our Psalms Home Care office will develop, document, disseminate, and implement appropriate discipline policies for staff members who violate our Privacy Policies & Procedures, the Privacy Rules, or other applicable federal or state privacy law.
  - Staff members who violate our Privacy Policies & Procedures, the Privacy Rules or other applicable federal or state privacy law will be subject to disciplinary action, possibly up to and including termination of employment.

### b) COMPLAINT PROCEDURES

- ❖ **Complaints** – Our Psalms Home Care office will implement procedures for clients to complain about our compliance with our Privacy Policies and Procedures or the Privacy Rules. We will also implement procedures to investigate and resolve such complaints.
  - The **Complaint** form can be used by the client to lodge the complaint. Each complaint received must be referred to management immediately for investigation and resolution. We will not retaliate against any client or workforce member who files a **Complaint** in good faith.

- o In the event that a complaint is not resolved to the satisfaction of the complainant, they will be reminded of their right to file a complaint against this agency with the director, **Department of Aging & Disability Services, P.O. Box 149030, Austin, Texas, 78714-9030, or the toll free Hotline (1-800-458-9858).**

**c) DATA SAFEGUARDS**

- ❖ **Data Safeguards** – Our Psalms Home Care office will “add to” and strengthen these Privacy Policies & Procedures with such additional data security policies and procedures as are needed to have reasonable and appropriate administrative, technical, and physical safeguards in place to ensure the integrity and confidentiality of the PHI we maintain.
  - o Our Psalms Home Care office will take reasonable steps to limit incidental uses and disclosures of PHI made according to an otherwise permitted or required use or disclosure.

**d) ADMINISTRATIVE PRACTICES**

- ❖ **Documentation and Record Retention** – Our Psalms Home Care office will maintain in written or electronic form all documentation required by the Privacy Rules for six years from the date of creation or when the document was last in effect, whichever is greater.
- ❖ **Privacy Policies & Procedures** – Only *BennetPreston Inc* dba Psalms Home Care # 58138 may change these Privacy Policies & Procedures.

**12. State Law Compliance**

Our Psalms Home Care office will comply with the privacy laws of each state that has jurisdiction over our practice, or its actions involving protected health information (PHI), that provide greater protections or rights to clients than the Privacy Rules.

**13. HHS Enforcement**

Our Psalms Home Care office will give the U.S. Department of Health and Human Services (HHS) access to our facilities, books, records, accounts, and other information sources (including individually identifiable health information without client authorization or notice) during normal business hours (or at other times without notice if HHS presents appropriate lawful administrative or judicial process).

We will cooperate with any compliance review or complaint investigation by HHS, while preserving the rights of our practice.

**14. Designated Personnel**

Our Psalms Home Care office will designate a Privacy Officer and other responsible persons as required by the Privacy Rules.



## **ADVANCE DIRECTIVES AND DO NOT RESUSCITATE ORDERS**

### **I What is an Advance Directive?**

An advance directive tells your doctor what kind of care you would like to have if you become unable to make medical decisions (if you are in a coma, for example). If you are admitted to the hospital, the hospital staff will probably talk to you about advance directives.

A good advance directive describes the kind of treatment you would want depending on how sick you are. For example, the directives would describe what kind of care you want if you have an illness that you are unlikely to recover from, or if you are permanently unconscious. Advance directives usually tell your doctor that you don't want certain kinds of treatment. However, they can also say that you want a certain treatment no matter how ill you are.

Advance directives can take many forms. Laws about advance directives are different in each state. You should be aware of the laws in your state.

### **II What is a Living Will?**

A living will is one type of advance directive. It only comes into effect when you are terminally ill. Being terminally ill generally means that you have less than six months to live. In a living will, you can describe the kind of treatment you want in certain situations. A living will doesn't let you select someone to make decisions for you.

### **III What is a Durable Power of Attorney for Health Care?**

A durable power of attorney (DPA) for health care is another kind of advance directive. A DPA states whom you have chosen to make health care decisions for you. It becomes active any time you are unconscious or unable to make medical decisions. A DPA is generally more useful than a living will. But a DPA may not be a good choice if you don't have another person you trust to make these decisions for you.

Living wills and DPAs are legal in most states. Even if they aren't officially recognized by the law in your state, they can still guide your loved ones and doctor if you are unable to make decisions about your medical care. Ask your doctor, lawyer or state representative about the law in your state.

### **IV What is a Do Not Resuscitate Order?**

A do not resuscitate (DNR) order is another kind of advance directive. A DNR is a request not to have cardiopulmonary resuscitation (CPR) if your heart stops or if you stop breathing. (Unless given other instructions, hospital staff will try to help all patients whose heart has stopped or who have stopped breathing.) You can use an advance directive form or tell your doctor that you don't want to be resuscitated. In this case, a DNR order is put in your medical chart by your doctor. DNR orders are accepted by doctors and hospitals in all states.

Most patients who die in a hospital have had a DNR order written for them. Patients who are not likely to benefit from CPR include people who have cancer that has spread, people whose kidneys don't work well, people who need a lot of help with daily activities, or people who have severe infections such as pneumonia that require hospitalization. If you already have one or more of these conditions, you should discuss your wishes about CPR with your doctor, either in the doctor's office or when you go to the hospital. It's best to do this early, before you are very sick and are considered unable to make your own decisions.

## **V Should I have an Advance Directive?**

Most advance directives are written by older or seriously ill people. For example, someone with terminal cancer might write that she does not want to be put on a respirator if she stops breathing. This action can reduce her suffering, increase her peace of mind and increase her control over her death. However, even if you are in good health, you might want to consider writing an advance directive. An accident or serious illness can happen suddenly, and if you already have a signed advance directive, your wishes are more likely to be followed.

## **VI How can I write an Advance Directive?**

You can write an advance directive in several ways:

- Use a form provided by your doctor.
- Write your wishes down by yourself.
- Call your health department or state department on aging to get a form.
- Call a lawyer.
- Use a computer software package for legal documents.

Advance directives and living wills do not have to be complicated legal documents. They can be short, simple statements about what you want done or not done if you can't speak for yourself. Remember, anything you write by yourself or with a computer software package should follow your state laws. You may also want to have what you have written reviewed by your doctor or a lawyer to make sure your directives are understood exactly as you intended. When you are satisfied with your directives, the orders should be notarized if possible, and copies should be given to your family and your doctor.

## **VII Can I change my Advance Directive?**

You may change or cancel your advance directive at any time, as long as you are considered of sound mind to do so. Being of sound mind means that you are still able to think rationally and communicate your wishes in a clear manner. Again, your changes must be made, signed and notarized according to the laws in your state. Make sure that your doctor and any family members who knew about your directives are also aware that you have changed them.

If you do not have time to put your changes in writing, you can make them known while you are in the hospital. Tell your doctor and any family or friends present exactly what you want to happen. Usually, wishes that are made in person will be followed in place of the ones made earlier in writing. Be sure your instructions are clearly understood by everyone you have told.

## **VIII What Will Home Helper's do regarding my Advance Directive?**

Psalm's Home Care provides only non-medical assistance and in the event of a medical emergency our caregivers will call 911 for emergency medical assistance and follow the instructions of the 911 operator. If our agency has been provided a copy of an advance directive relating to the client, our caregiver will act in accordance with that advance directive and/or provide the information to any responding medical personnel.

## **§ 102.003. RIGHTS OF THE ELDERLY**

(a) An elderly individual has all the rights, benefits, responsibilities, and privileges granted by the constitution and laws of this state and the United States, except where lawfully restricted. The elderly individual has the right to be free of interference, coercion, discrimination, and reprisal in exercising these civil rights.

### **I TO BE TREATED WITH DIGNITY**

(b) An elderly individual has the right to be treated with dignity and respect for the personal integrity of the individual, without regard to race, religion, national origin, sex, age, disability, marital status, or source of payment. This means that the elderly individual:

- (1) has the right to make the individual's own choices regarding the individual's personal affairs, care, benefits, and services;
- (2) has the right to be free from abuse, neglect, and exploitation; and
- (3) if protective measures are required, has the right to designate a guardian or representative to ensure the right to quality stewardship of the individual's affairs.

### **II TO BE FREE FROM ABUSE**

(c) An elderly individual has the right to be free from physical and mental abuse, including corporal punishment or physical or chemical restraints that are administered for the purpose of discipline or convenience and not required to treat the individual's medical symptoms. A person providing services may use physical or chemical restraints only if the use is authorized in writing by a physician or the use is necessary in an emergency to protect the elderly individual or others from injury. A physician's written authorization for the use of restraints must specify the circumstances under which the restraints may be used and the duration for which the restraints may be used. Except in an emergency, restraints may only be administered by qualified medical personnel.

(d) A mentally retarded elderly individual with a court-appointed guardian of the person may participate in a behavior modification program involving use of restraints or adverse stimuli only with the informed consent of the guardian.

(e) An elderly individual may not be prohibited from communicating in the individual's native language with other individuals or Contractors for the purpose of acquiring or providing any type of treatment, care, or services.

### **III TO COMPLAIN ABOUT CARE OR TREATMENT**

(f) An elderly individual may complain about the individual's care or treatment. The complaint may be made anonymously or communicated by a person designated by the elderly individual. The person providing service shall promptly respond to resolve the complaint. The person providing services may not discriminate or take other punitive action against an elderly individual who makes a complaint.

### **IV ENTITLED TO PRIVACY**

(g) An elderly individual is entitled to privacy while attending to personal needs and a private place for receiving visitors or associating with other individuals unless providing privacy would infringe on the rights of other individuals. This right applies to medical treatment, written communications, telephone conversations, meeting with family, and access to resident councils. An elderly person may send and receive unopened mail, and the person providing services shall ensure that the individual's mail is sent and delivered promptly. If an elderly individual is married and the spouse is receiving similar services, the couple may share a room.

(h) An elderly individual may participate in activities of social, religious, or community groups unless the participation interferes with the rights of other persons.

## **V TO MANAGE FINANCIAL AFFAIRS**

(i) An elderly individual may manage the individual's personal financial affairs. The elderly individual may authorize in writing another person to manage the individual's money. The elderly individual may choose the manner in which the individual's money is managed, including a money management program, a representative payee program, a financial power of attorney, a trust, or a similar method, and the individual may choose the least restrictive of these methods. A person designated to manage an elderly individual's money shall do so in accordance with each applicable program policy, law, or rule. On request of the elderly individual or the individual's representative, the person designated to manage the elderly individual's money shall make available the related financial records and provide an accounting of the money. An elderly individual's designation of another person to manage the individual's money does not affect the individual's ability to exercise another right described by this chapter. If an elderly individual is unable to designate another person to manage the individual's affairs and a guardian is designated by a court, the guardian shall manage the individual's money in accordance with the Probate Code and other applicable laws.

## **VI ACCESS TO RECORDS**

(j) An elderly individual is entitled to access to the individual's personal and clinical records. These records are confidential and may not be released without the elderly individual's consent, except the records may be released:

- (1) to another person providing services at the time the elderly individual is transferred;
- or
- (2) if the release is required by another law.

## **VII TO BE INFORMED**

(k) A person providing services shall fully inform an elderly individual, in language that the individual can understand, of the individual's total medical condition and shall notify the individual whenever there is a significant change in the person's medical condition.

(l) An elderly individual may choose and retain a personal physician and is entitled to be fully informed in advance about treatment or care that may affect the individual's well-being.

(m) An elderly individual may participate in an individual plan of care that describes the individual's medical, nursing, and psychological needs and how the needs will be met.

## **VIII TO REFUSE TREATMENT**

(n) An elderly individual may refuse medical treatment after the elderly individual:

- (1) is advised by the person providing services of the possible consequences of refusing treatment; and
- (2) acknowledges that the individual clearly understands the consequences of refusing treatment.

(o) An elderly individual may retain and use personal possessions, including clothing and furnishings, as space permits. The number of personal possessions may be limited for the health and safety of other individuals.

(p) An elderly individual may refuse to perform services for the person providing services.

## **IX TO BE INFORMED OF MEDICARE OR MEDICAID BENEFITS**

(q) Not later than the 30th day after the date the elderly individual is admitted for service, a person providing services shall inform the individual:

- (1) whether the individual is entitled to benefits under Medicare or Medicaid; and
- (2) which items and services are covered by these benefits, including items or services for which the elderly individual may not be charged.

## **X CONTINUITY OF SERVICES**

(r) A person providing services may not transfer or discharge an elderly individual unless:

- (1) the transfer is for the elderly individual's welfare, and the individual's needs cannot be met by the person providing services;
- (2) the elderly individual's health is improved sufficiently so that services are no longer needed;
- (3) the elderly individual's health and safety or the health and safety of another individual would be endangered if the transfer or discharge was not made;
- (4) the person providing services ceases to operate or to participate in the program that reimburses the person providing services for the elderly individual's treatment or care; or
- (5) the elderly individual fails, after reasonable and appropriate notices, to pay for services.

(s) Except in an emergency, a person providing services may not transfer or discharge an elderly individual from a residential facility until the 30th day after the date the person providing services provides written notice to the elderly individual, the individual's legal representative, or a member of the individual's family stating:

- (1) that the person providing services intends to transfer or to discharge the elderly individual;
- (2) the reason for the transfer or discharge listed in Subsection (r);
- (3) the effective date of the transfer or discharge;
- (4) if the individual is to be transferred, the location to which the individual will be transferred; and
- (5) the individual's right to appeal the action and the person to whom the appeal should be directed.

## **XI LIVING WILL OR POWER OF ATTORNEY**

(t) An elderly individual may:

- (1) make a living will by executing a directive under the Natural Death Act (Chapter 672, Health and Safety Code);
  - (2) execute a durable power of attorney for health care under Chapter 135, Civil Practice and Remedies Code; or
- designate a guardian in advance of need to make decisions regarding the individual's health care should the individual become incapacitated.

# PSALMS HOME CARE POLICY REGARDING ABUSE, NEGLECT & EXPLOITATION

## I WHAT IS ELDER ABUSE?

Elder abuse occurs when someone knowingly or unknowingly causes harm or a risk of harm to an older adult. It can take several forms, including:

## II PHYSICAL ABUSE

Physical abuse is defined as the use of physical force that may result in bodily injury, physical pain, or impairment. Physical abuse may include but is not limited to such acts of violence as striking (with or without an object), hitting, beating, pushing, shoving, shaking, slapping, kicking, pinching, and burning. In addition, inappropriate use of drugs and physical restraints, force-feeding, and physical punishment of any kind also are examples of physical abuse.

**Signs and symptoms of physical abuse include but are not limited to:**

- bruises, black eyes, welts, lacerations, and rope marks;
- bone fractures, broken bones, and skull fractures;
- open wounds, cuts, punctures, untreated injuries in various stages of healing;
- sprains, dislocations, and internal injuries/bleeding;
- broken eyeglasses/frames, physical signs of being subjected to punishment, and signs of being restrained;
- laboratory findings of medication overdose or underutilization of prescribed drugs;
- an elder's report of being hit, slapped, kicked, or mistreated;
- an elder's sudden change in behavior; and
- the caregiver's refusal to allow visitors to see an elder alone.

## III SEXUAL ABUSE

Sexual abuse is defined as non-consensual sexual contact of any kind with an elderly person. Sexual contact with any person incapable of giving consent is also considered sexual abuse. It includes, but is not limited to, unwanted touching, all types of sexual assault or battery, such as rape, sodomy, coerced nudity, and sexually explicit photographing.

**Signs and symptoms of sexual abuse include but are not limited to:**

- bruises around the breasts or genital area;
- unexplained venereal disease or genital infections;
- unexplained vaginal or anal bleeding;
- torn, stained, or bloody underclothing; and
- an elder's report of being sexually assaulted or raped.

## IV EMOTIONAL OR PSYCHOLOGICAL ABUSE

Emotional or psychological abuse is defined as the infliction of anguish, pain, or distress through verbal or nonverbal acts. Emotional/psychological abuse includes but is not limited to verbal assaults, insults, threats, intimidation, humiliation, and harassment. In addition, treating an older person like an infant; isolating an elderly person from his/her family, friends, or regular activities; giving an older person the "silent treatment;" and enforced social isolation are examples of emotional/psychological abuse.

**Signs and symptoms of emotional/psychological abuse include but are not limited to:**

- being emotionally upset or agitated;
- being extremely withdrawn and non communicative or non responsive;
- unusual behavior usually attributed to dementia (e.g., sucking, biting, rocking); and
- an elder's report of being verbally or emotionally mistreated.

## V NEGLECT

Neglect is defined as the refusal or failure to fulfill any part of a person's obligations or duties to an elder. Neglect may also include failure of a person who has fiduciary responsibilities to provide care for an elder (e.g., pay for necessary home care services) or the failure on the part of an in-home service provider to provide necessary care.

Neglect typically means the refusal or failure to provide an elderly person with such life necessities as food, water, clothing, shelter, personal hygiene, medicine, comfort, personal safety, and other essentials included in an implied or agreed-upon responsibility to an elder.

### **Signs and symptoms of neglect include but are not limited to:**

- dehydration, malnutrition, untreated bed sores, and poor personal hygiene;
- unattended or untreated health problems;
- hazardous or unsafe living condition/arrangements (e.g., improper wiring, no heat, or no running water);
- unsanitary and unclean living conditions (e.g. dirt, fleas, lice on person, soiled bedding, fecal/urine smell, inadequate clothing); and
- an elder's report of being mistreated.

## VI ABANDONMENT

Abandonment is defined as the desertion of an elderly person by an individual who has assumed responsibility for providing care for an elder, or by a person with physical custody of an elder.

### **Signs and symptoms of abandonment include but are not limited to:**

- the desertion of an elder at a hospital, a nursing facility, or other similar institution;
- the desertion of an elder at a shopping center or other public location; and
- an elder's own report of being abandoned.

## VII FINANCIAL OR MATERIAL EXPLOITATION

Financial or material exploitation is defined as the illegal or improper use of an elder's funds, property, or assets. Examples include, but are not limited to, cashing an elderly person's checks without authorization or permission; forging an older person's signature; misusing or stealing an older person's money or possessions; coercing or deceiving an older person into signing any document (e.g., contracts or will); and the improper use of conservatorship, guardianship, or power of attorney.

### **Signs and symptoms of financial or material exploitation include but are not limited to:**

- sudden changes in bank account or banking practice, including an unexplained withdrawal of large sums of money by a person accompanying the elder;
- the inclusion of additional names on an elder's bank signature card;
- unauthorized withdrawal of the elder's funds using the elder's ATM card;
- abrupt changes in a will or other financial documents;
- unexplained disappearance of funds or valuable possessions;
- substandard care being provided or bills unpaid despite the availability of adequate financial resources;
- discovery of an elder's signature being forged for financial transactions or for the titles of his/her possessions;
- sudden appearance of previously uninvolved relatives claiming their rights to an elder's affairs and possessions;
- unexplained sudden transfer of assets to a family member or someone outside the family;
- the provision of services that are not necessary; and
- an elder's report of financial exploitation.

## VIII SELF-NEGLECT

Self-neglect is characterized as the behavior of an elderly person that threatens his/her own health or safety. Self-neglect generally manifests itself in an older person as a refusal or failure to provide himself/herself with adequate food, water, clothing, shelter, personal hygiene, medication (when indicated), and safety precautions.

The definition of self-neglect excludes a situation in which a mentally competent older person, who understands the consequences of his/her decisions, makes a conscious and voluntary decision to engage in acts that threaten his/her health or safety as a matter of personal choice.

Signs and symptoms of self-neglect include but are not limited to:

- dehydration, malnutrition, untreated or improperly attended medical conditions, and poor personal hygiene;
- hazardous or unsafe living conditions/arrangements (e.g., improper wiring, no indoor plumbing, no heat, no running water);
- unsanitary or unclean living quarters (e.g., animal/insect infestation, no functioning toilet, fecal/urine smell);
- inappropriate and/or inadequate clothing, lack of the necessary medical aids (e.g., eyeglasses, hearing aids, dentures); and
- grossly inadequate housing or homelessness.

The abuser is typically a family member, spouse or caregiver. In institutions, such as nursing homes or group homes, professional caregivers may be abusers.

People age 80 and older, especially women, are at a greater risk of experiencing elder abuse. Older adults who are dependent on others for basic care are particularly vulnerable.

## IX WHAT SHOULD I DO IF I SUSPECT THAT AN ELDERLY OR DISABLED PERSON IS BEING ABUSED, NEGLECTED, OR EXPLOITED?

The law requires any person who believes that an elderly or adult with disabilities is being abused, neglected or exploited to report the circumstance to the Texas Department of Family and Protective Services (DFPS) Statewide Intake. A person making a report is immune from civil or criminal liability, and the name of the person making the report is kept confidential. Any person suspecting abuse and not reporting it can be held liable for a Class B misdemeanor. SWI will accept anonymous reports; however, it is beneficial to the victim if the investigating worker is able to obtain as much detailed information as possible. Time frames for investigating reports are based on the severity of the allegations.

To report elderly abuse or neglect, call the **TEXAS DEPT. OF ADULT PROTECTIVE SERVICES** at

**1-800-252-5400** or use the secure website: <https://www.txabusehotline.org>

You may also report abuse or neglect to the **TEXAS DEPT OF AGING & DISABILITY SERVICES** at

**1-800-458-9858**

- ✳ ***The hotline number is available 24 hrs a day. It is answered live Mon – Fri. 8am to 5pm. Evenings and weekends you may leave a voice message.***



## **X WHAT WILL PSALMS HOME CARE DO?**

The owners and office of Psalms Home Care will cooperate fully and assist with any investigation regarding reports of Elder Abuse of any kind. Any officer or Contractor of Psalms Home Care who suspects Elder Abuse of any kind should report the incident to this office and to the Texas Abuse Hotline as mentioned above.

If this agency has cause to believe that anyone has abused, exploited, or neglected a client of this agency, the agency will report the information to:

The Texas Dept of Aging & Disability Services at 1-800-458-9858

and

The Texas Dept. of Adult Protective Services at 1-800-252-5400

# **SAFETY IS A TEAM EFFORT!**

## **INTRODUCTION TO OUR PROGRAM**

State and Federal law, as well as *BennettPreston Inc.* company policy, make the safety and health of our Contractors the first consideration in operating our business. Safety and health in our business must be a part of every operation, and every Contractor's responsibility at all levels. It is our intent to comply with all laws concerning the operation of the business and the health and safety of our Contractors and the public. To do this, we must constantly be aware of conditions in all work areas that can produce or lead to injuries. No Contractor is required to work at a job known to be unsafe or dangerous to their health. Your cooperation in detecting hazards, reporting dangerous conditions and controlling workplace hazards is a condition of employment. Inform your supervisor immediately of any situation beyond your ability or authority to correct. Contractors will not be disciplined or suffer any retaliation for reporting a safety violation in good faith.

## **SAFETY FIRST PRIORITY**

The personal safety and health of each Contractor is of primary importance. Prevention of occupationally induced injuries and illnesses is of such consequence that it will be given precedence over operating productivity. To the greatest degree possible, management will provide all mechanical and physical protection required for personal safety and health, but our Contractors must bear primary responsibility for work safely. A little common sense and caution can prevent most accidents from occurring.

## **INDIVIDUAL COOPERATION NECESSARY**

We maintain a safety and health program conforming to the best practices of our field. To be successful, such a program must embody proper attitudes towards injury and illness prevention on the part of supervisors and Contractors. It requires the cooperation in all safety and health matters, not only of the employer and Contractor, but also between the Contractor and all coworkers. Only through such a cooperative effort can a safety program in the best interest of all be established and preserved. Safety is no accident; think safety and the job will be safer.

## **SAFETY PROGRAM GOALS**

Our objective is a safety and health program that will reduce the number of injuries and illnesses to an absolute minimum, not merely in keeping with, but surpassing the best experience of similar operations of others. Our goal is zero accidents and injuries.

## **SAFETY POLICY STATEMENT**

It is our policy that accident prevention shall be considered of primary importance in all phases of operation and administration. It is the intention of management to provide safe and healthy working conditions and to establish and insist upon safe practices at all times by all Contractors.

The prevention of accidents is an objective affecting all levels of our company and its operations. It is, therefore, a basic requirement that each supervisor make the safety of all Contractors an integral part of his or her regular management function. It is equally the duty of each Contractor to accept and follow established safety regulations and procedures.

Every effort will be made to provide adequate training to Contractors. However, if an Contractor is ever in doubt about how to do a job or task safely, it is his or her duty to ask a qualified person for assistance. Contractors are expected to assist management in accident prevention activities. Unsafe conditions must be reported immediately. Fellow Contractors that need help should be assisted.

Everyone is responsible for the housekeeping duties that pertain to their jobs. Every injury that occurs on the job, even a slight cut or strain, must be reported to management as soon as possible. Under no circumstances, except emergency trips to the hospital, should an Contractor leave the work site without reporting an injury. When you have an accident, everyone is hurt.

Please work safely. Safety is everyone's business.

## **SAFETY RULES FOR ALL CONTRACTORS**

It is our policy that everything possible will be done to protect you from accidents, injuries and/or occupational disease while on the job. Safety is a cooperative undertaking requiring an ever-present safety consciousness on the part of every Contractor. If an Contractor is injured, positive action must be taken promptly to see that the Contractor receives adequate treatment. No one likes to see a fellow Contractor injured by an accident. Therefore, all operations must be planned to prevent accidents. To carry out this policy, the following rules will apply:

- 1) All Contractors shall follow the safe practices and rules contained in this handbook and such other rules and practices communicated on the job. All Contractors shall report all unsafe conditions or practices to their supervisor immediately.
- 2) The supervisor shall be responsible for implementing all policies by insisting that all Contractors observe and obey all rules and regulations necessary to maintain a safe work place and safe work habits and practices.
- 3) Good housekeeping must be practiced at all times in the work area. Clean up all waste and eliminate any dangers in the work area.
- 4) Suitable clothing and footwear must be worn at all times. Personal protection equipment will be provided in those areas necessary and will be worn at all times while performing assigned tasks.
- 5) Anyone under the influence of intoxicating liquor or drugs, including prescription drugs, which might impair motor skills and judgment, shall not be allowed on the job.
- 6) Horseplay, scuffling, and other acts which tend to have an adverse influence on safety or well being of other Contractors are prohibited.
- 7) No one shall be permitted to work while the Contractor's ability or alertness is so impaired by fatigue, illness, or other causes that it might expose the Contractor or others to injury.
- 8) There will be no consumption of liquor, beer, or illegal drugs on the job.
- 9) Contractors should be alert to see that all guards and other protective devices are in proper places and adjusted, and shall report deficiencies promptly to their supervisor.
- 10) Contractors shall not handle or tamper with any electrical equipment, machinery, or air or water lines.

- 11) All injuries should be reported to the supervisor so that arrangements can be made for first aid or medical treatment.
- 12) Dispose of all waste properly and carefully.

### **CONTRACTOR SAFETY AND HEALTH TRAINING**

Contractor safety training is a requirement of an effective injury and illness prevention program. While we believe in skills training, we also want to emphasize safety training. All Contractors should start their safety training by reading this handbook and discussing any problems or safety concerns with your direct supervisor. You may wish to make notes in the margins of this handbook that will aid you in getting answers to your questions. Your supervisor will provide you with both job skills and safety training in an ongoing manner. It is your responsibility to follow this training since the success of our injury and illness prevention program depends on the actions of each Contractor as well as a commitment by the Company. Remember, the following general rules apply in all situations:

- No Contractor should undertake a job that appears to be unsafe.
- No Contractor is expected to undertake a job until he/she has received adequate safety training and is authorized to perform the task.
- Contractors must report any unsafe conditions to their supervisor immediately;
- Personal protective equipment must be used when and where required. All such equipment must be properly maintained.

### **COMMUNICATION**

We will communicate to you our commitment to safety and to make sure that you are familiar with the elements of the safety program. We communicate with our Contractors orally, in the form of directions and statements from your supervisor, written, in the form of directives and this handbook, and by example. If you see anyone doing anything unsafe, please speak up immediately. Your actions may prevent an unnecessary injury. Remember – actions speak louder than words.

### **ACCIDENT PREVENTION POLICY POSTING**

Each Contractor has a personal responsibility to prevent accidents. You have a responsibility to your family, to your fellow worker and to Psalms Home Care. You will be expected to observe safe work rules and instructions related to the efficient handling of your work.

Your responsibilities include the following:

- Incorporate safety into every job procedure. No job is done efficiently unless it has been done safely.
- Know and obey all safe work rules;
- Know that **disciplinary action** may result from a violation of the safety rules.
- Report all injuries immediately, no matter how slight the injury may be.
- Caution fellow workers when they perform unsafe acts.
- Don't take chances.
- Ask questions when there is any doubt concerning safety.
- Don't tamper with anything you do not understand.
- Report all unsafe conditions or equipment to your supervisor immediately.

### **GENERAL STATEMENT ON SAFETY**

- **EYES** – protect your eyes; safety glasses or safety shields must be worn where necessary.
- **HOUSEKEEPING** – keep yourself and your work area clean. Dirty and disorderly conditions cause many accidents.

- **LIFTING** – Don't strain to lift or push objects that are too heavy for you. Ask for help. Be sure you lift the right way by bending your knees, keeping your body erect and then pushing yourself upward with your legs. Make sure your legs do the work, not your back.
- **HORSEPLAY** – Serious accidents can result from running, throwing things, scuffling, or playing practical jokes. Don't indulge in horseplay at any time.
- **CLOTHING** – Wear clothing suitable to your job. (See the Dress Code elsewhere in this Handbook.)
- **SHOES** – Substantial shoes must be worn to protect feet and toes. **No cloth tennis shoes, sandals, or moccasins may be worn while on duty.**
- **FIRES** –Smoking is **NOT permitted**. Please observe all rules concerning this issue. In case of fire, follow the procedures described in the **Emergency Procedures** section of this HandBook. It is your responsibility to become familiar with the emergency exit routes for your work area.
- **PERSONAL PROTECTIVE EQUIPMENT** – Each job may require certain types of personal protection equipment. Your supervisor will provide the necessary equipment to you along with the proper method of wearing it. It is your responsibility to wear it when necessary and also to maintain the equipment in good repair. Worn or faulty equipment must be reported to your supervisor immediately.

The information you have read in this handbook is only a guideline to a safe workplace. Some of the information may not apply to your particular job. It is not intended to cover all situations that you may encounter in your work place but to give you the basic understanding necessary for you to know where and how to make your job safe. It is your responsibility to follow these rules to the best of your ability.

If you are unsure of any rule, please see your supervisor.

## **INFECTION CONTROL PRECAUTIONS**

The Psalms Home Care policy is that all CareGivers will observe infection control precautions to prevent the transmission of the Human Immunodeficiency Virus, Hepatitis B Virus, and other blood borne pathogens. Psalms Home Care could potentially provide services to clients with AIDS and Hepatitis and other communicable diseases when recognized infection control measures can be utilized. Psalms Home Care CareGivers will observe universal precautions as set forth in this policy as they carry out their employment duties.

### **I PROCEDURES**

1. Hand washing is the single most important step in infection control. Hands must be washed before and after all client contact and after own hygiene. Hands shall be dried on disposable paper towels.
2. All providers must use appropriate personal protective equipment to prevent skin and mucous membrane exposure when contact with blood or any human body fluid or waste is anticipated.
3. Disposable personal protective equipment is never to be reused.
4. Gloves must be changed after contact with each client.
5. Hands must be washed immediately after gloves are removed.
6. Gowns or aprons must be worn when conditions of exposure include the potential for clothing to become contaminated with blood or other potentially infectious materials.
7. All providers attempting resuscitation in order to minimize the need for emergency mouth-to-mouth contact must use CPR masks or other ventilation devices.
8. All sharps are to be disposed of in an appropriate container.
9. All infectious waste shall be disposed of in double-bagged trash bags and 1 cup of 1:10 bleach/cold water solution. The bags may then be disposed of in regular household trash.
10. In all cases when a provider has a cut or mucous membrane contaminated with blood or

other potentially infectious materials from a client, the contacted skin area must be immediately washed with soap and water and any contacted mucous membrane flushed with water. **The provider's supervisor must be notified immediately, an Incident Report completed, and confidential evaluation and medical follow-up, as needed, shall be obtained.**

11. Non-disposable equipment that is soiled with blood or other potentially infectious materials must be washed with soap and water (gloves must be worn), rinsed in disinfectant (see below), and boiled for at least ten minutes. If contaminated equipment is not washable or able to be boiled, the object must be wiped with disinfectant (gloves must be worn).
12. The standard disinfectant is household bleach and cold water in a 1:10 solution. Fresh solution must be prepared daily and metal containers must not be used.
13. Protective eyewear (non-disposable PPE) that is soiled with blood or other potentially infectious materials must be washed with soap and water (gloves must be worn) and rinsed in disinfectant.
14. Cloth items (including clothing) shall be laundered as usual except for items heavily soiled with blood or other potentially infectious materials.
15. Contaminated laundry must be handled as little as possible with a minimum of agitation. Gloves must be worn when handling contaminated laundry.
16. Contaminated items must be separated, kept in a plastic bag, and laundered utilizing ½ cup bleach per load of colorfast material and ½ cup Lysol per non-colorfast material load.
17. Cloth material will be machine dried at high settings whenever possible.
18. All providers must be free of infectious diseases as noted in the personnel policy.
19. Broken glassware, which may be contaminated, will not be picked up directly by hand; it will be cleaned up by using mechanical means such as a dustpan and brush, tongs, or forceps.
20. Implementation of universal precautions does not eliminate the need for other category or disease specific isolation precautions, such as enteric precautions for infectious diarrhea or isolations for pulmonary tuberculosis.
21. Health teaching/training for clients, family/significant other, and providers will be provided as appropriate and as needed. This training will include the following (as needed):
  - When and how to use universal precautions.
  - Environmental cleaning, including the client's room, kitchen, and bathroom. These rooms will be cleaned with liquid household bleach (5.25% sodium hypochlorite), commonly referred to as Clorox. This can be prepared by mixing one part bleach to ten parts water. A fresh solution must be prepared daily. Gloves must be worn to protect the skin from this solution.
  - Paper towels must be used for cleaning. Sponges should not be used. The towels must be disposed of after use.
  - Spills of blood or other potentially infectious materials must be cleaned with the household bleach solution.
  - Cloth items must be cleaned following the procedures set forth above.
  - Others may share bathrooms. Toilet seats, fixtures, floors, showers, & tubs must be cleaned regularly with soap & water & disinfected with Lysol or the bleach solution.
  - Personal care items such as cosmetics, toothbrushes, razors, and razor blades must not be shared with others. Razors and razor blades must be handled in the same manner as needles and syringes.

## ATTACHMENTS

### ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK

The undersigned Contractor hereby acknowledges that he/she has received ELECTRONICALLY or received/reviewed a master hard copy and that he/she has reviewed a copy of the **Psalms Home Care Contractor Handbook**, and that he/she understands and will comply with all policies and procedures including:

\_\_\_\_\_ **HIPPA**

\_\_\_\_\_ **ABUSE & NEGLECT**

\_\_\_\_\_ **RIGHTS OF THE ELDERLY**

\_\_\_\_\_ **DRUG TESTING**

\_\_\_\_\_ **ADVANCE DIRECTIVES**

\_\_\_\_\_ **INFECTIOUS CONTROL**

(PLEASE INITIAL EACH POLICY)

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature of Contractor*

Date of Receipt: \_\_\_\_\_

### ACKNOWLEDGMENT OF RECEIPT OF CONTRACTOR AGREEMENT

The undersigned Contractor hereby acknowledges that he/she has received and reviewed a copy of the Psalms Home Care Contractor Agreement and Schedule A on the date indicated below.

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature of Contractor*

Date of Receipt: \_\_\_\_\_

**This Copy of above Receipts is to remain in your Handbook**

# PSALMS HOME CARE

## Caregiver: Solicitation of Clients

It is the desire of Psalms Home Care to provide services to those in need, assisting them with the activities of daily living to make it possible for them to remain at home as long as they are medically able. However, it is expressly forbidden for any Contractor of Psalms Home Care to solicit clients. You are insured and bonded ONLY while on the schedule. For liability reasons, caregivers are forbidden to be at a client's home off hours. Any time spent at a client's home must be scheduled.

Caregivers are not allowed to accept private employment by a client at any time during their employment and for no less than 90 days after termination of employment and 90 days after cancellation of client services.

**Enforcement: Contractor agrees that they are liable for any and all legal fees to include the loss of client's revenue equal to one month if a breach of contract occurs.**

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Contractor Signature