

**Volume**

**1**

AGING GRACEFULLY

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In-Home and Companion Care for Seniors



# Employee Handbook

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AGING GRACEFULLY

**In-Home Caregiver Policies and  
Procedures**

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## Section

# 1

Welcome to AGING GRACEFULLY!

We are excited to have you as part of our progressive team. You were hired because we believe you can contribute to the achievement of our goals and to the bottom line of success, and share our commitment to our mission statement.

AGING GRACEFULLY is committed to distinctive quality and unparalleled customer service in all aspects of our business. As part of the team, you will discover that the pursuit of excellence is truly a rewarding aspect of your career with AGING GRACEFULLY. As a team member, you must "own" the results of your productivity.

This employee handbook contains the key policies, goals, benefits, and expectations of AGING GRACEFULLY; and other information you will need as part of our team.

The success of AGING GRACEFULLY is determined by our success in operating as a unified team. We have to earn the trust and respect of our customers every day in order that the customer makes the decision to choose our services. We sell service and service is provided by people. There are no magic formulas.

Our success is guaranteed by creative, productive employees who are empowered to make suggestions while thinking "outside the box." Your job, every job, is essential to fulfilling our mission to "provide distinctive quality and unparalleled customer service" everyday to more people who "trust and respect" us. The primary goal at AGING GRACEFULLY, and yours, is to live our mission statement and continue to be an industry leader. We achieve this through dedicated hard work and commitment from every employee. It is the desire of AGING Gracefully management, from top to bottom, to have every employee succeed in their job, and assist in achieving our goals.

You should use this handbook as a ready reference as you pursue your career with AGING GRACEFULLY. Additionally, the handbook should assure good management and fair treatment of all employees. At AGING GRACEFULLY, we strive to recognize the contributions of all employees. Welcome aboard. We look forward to your contribution.

Sincerely,



Shannon Fothergill, L.B..S.W.

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**Our mission statement:**

**AGING GRACEFULLY**

**Is an organization committed to the senior population? Through our help seniors can confidently keep their dignity and independence.**

**Our Goal is to provide quality care by trained, screened, bonded, professionals in the comfort of the home.**

**Providing not only exceptional care, but also comfort and security in our name. Allowing our clients to feel assured that the caregivers we send in to their home meet our high standards.**

**We will address each client as if they were a member of our own family by going to extreme measures to assure proper care is provided.**

**We will not only approach the senior's needs but the needs of the family as a whole, by providing a good working relationship with adult children and grandchildren.**

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--HANDBOOK ACKNOWLEDGEMENTS

This employee handbook has been prepared for your information and understanding of the policies, philosophies and practices and benefits of AGING GRACEFULLY. PLEASE READ IT CAREFULLY. Upon completion of your review of this handbook, please sign the statement below, and return to your personnel representative by the due date. A reproduction of this acknowledgment appears at the back of this booklet for your records.

I, \_\_\_\_\_, have received and read a copy of the AGING GRACEFULLY Company (The Company) Employee Handbook which outlines the goals, Policies, benefits and expectations of The Company, as well as my responsibilities as an employee.

I have familiarized myself, at least generally, with the contents of this handbook. By my signature below, I acknowledge, understand, accept and agree to comply with the information contained in Employee Handbook provided to me by The Company. I understand this handbook is not intended to cover every situation which may arise during my employment, but is simply a general guide to the goals, policies, and practices. Benefits and expectations of The Company. *Please initial the following your initials state that you understand this policy in its entirety and are agreeing to it prior to employment*

\_\_\_\_\_ ***AGING GRACEFULLY HAS INFORMED ME AND GIVEN ME A COPY OF THEIR POLICY ON PRE-EMPLOYMENT SCREENING. I UNDERSTAND THAT THEY PERFORM CRIMINAL HISTORY CHECKS, SEARCH THE EMPLOYEE MISCONDUCT REGISTRY AND THE NURSES AID REGISTRY, I ALSO UNDERSTAND I WILL BE NOTIFIED OF ANY FINDING AND GIVEN AN OPPORTUNITY TO DISPUTE SUCH FINDINGS IF I BELIEVE THEY ARE INACCURATE***

\_\_\_\_\_ ***AGING GRACEFULLY HAS GIVEN ME A COPY OF MY JOB DESCRIPTION AND I HAVE READ IT AND FULLY UNDERSTAND MY POSITION***

\_\_\_\_\_ ***AGING GRACEFULLY DOES NOT CARRY WORKERS COMPENSATION INSURANCE, NOR DO WE OFFER ANY TYPE OF COVERAGE AGAINST INJURY***

\_\_\_\_\_ ***AGING GRACEFULLY HAS GIVEN ME A COPY OF THE INTERPRETIVE GUIDELINES ON PREVENTION OF TRANSMISSION OF HIV AND HEPATITIS B VIRUS BY INFECTED HEALTH CARE WORKERS OR PATIENTS***

\_\_\_\_\_ ***AGING GRACEFULLY DOES NOT PAY OVERTIME, WORKING OVER 40 HRS A WEEK IS YOUR CHOICE AND IF AN EMPLOYEE WORKS OVER 40 HOUR THEY WILL BE PAID SALARY***

I understand that The Company Employee Handbook is not a contract of employment and should not be deemed as such, and that I am an employee at will.

\_\_\_\_\_  
(Employee signature)

Please return by: \_\_\_\_\_

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**EMPLOYEE HANDBOOK**  
**Equal Opportunity**

AGING GRACEFULLY L.L.C. is an Equal Opportunity Employer. This means that we will extend equal opportunity to all individuals without regard for race, religion, color, sex, national origin, age, disability, handicaps or veterans status. This policy affirms AGING GRACEFULLY commitment to the principles of fair employment and the elimination of all vestiges of discriminatory practices that might exist. We encourage all employees to take advantage of opportunities for promotion as they occur.

**EMPLOYEE HANDBOOK**  
**Job Objectives, Performance Reviews, Salary Reviews**

Within one week of employment, job change or promotion, every employee will be given job objectives which detail the requirements and expectations of the position for which the employee was hired. AGING GRACEFULLY will measure your job performance against these objectives. After every evaluation, job objectives will be re-dated and reviewed, if no changes are made; or rewritten as appropriate. In either case, the reporting supervisor review and discuss the objectives with the employee and the employee will sign a statement indicating agreement with, and understanding of, these objectives.

Performance reviews are normally conducted every six (6) months from the date of hire, with the exception of a three month review at the end of your probationary period. All performance reviews are based on merit, achievement, job description fulfillment and performance at your position. Wage increases will be based upon this review, as well as past performance improvement; dependability; attitude; cooperation; any necessary disciplinary action; adherence to all employment policies; and your position in your salary range. Your reporting supervisor will review and discuss your salary range and your position within that range during your performance reviews. When you are promoted to a higher level position, you are automatically eligible for an increase as dictated by the salary range of that position.

**EMPLOYEE HANDBOOK**  
**Employment Categories**

**MINIMUM REQUIREMENTS FOR CAREGIVERS**

**1. AT LEAST TWO YEARS EXPERIENCE CARING FOR OLDER ADULTS OR CERTIFICATION AS A NURSES AIDE**

CAREGIVER LEVEL I- entry level at AGING GRACEFULLY caregiver must prove competency in the FOLLOWING:

- Light Housekeeping
  - Bathing & Grooming
  - Meal Planning & Preparation
  - Grocery Shopping
  - Incontinent care
  - Transportation
  - Transferring
  - Laundry
-

Companionship  
Correspondence  
Arranging Appointments

CAREGIVER LEVEL II- caregiver must prove competence in all services mentioned in level one plus

Base level information on hospice care

Base level information on the Dietary need of the elder adult

Competency is determined by a written test and over all evaluation of the caregiver's abilities and performance

CAREGIVER LEVEL III – caregiver must be able to prove competency in services mentioned in level I and in level II plus base level knowledge of the following conditions

- **DIABETES**
- **ALZHEIMER'S**
- **DEMENTIA**
- **PARKINSON'S**
- **HEART DISEASE**

Competency is determined by a written test and over all evaluation of the caregiver's abilities and performance

Continuing education will be provided every six months in group seminars and in home study courses

### **EMPLOYEE HANDBOOK** **Supervisory visits**

At any time Management may go to a client's home and check the working relationship between the client and caregiver. At this time the supervisor will observe competency by observation of scheduled tasks and review the plan of care to assure it is being followed.

### **EMPLOYEE HANDBOOK** **Detailed Job Descriptions**

#### **HOURLY CARE-PAID BY THE HOUR**

LIVE IN CARE- includes all listed services, but requires the client to be able to handle most of his/her needs at night.

The caregiver will sleep at night but will be available for any urgent needs or emergencies.

Any client that may need more assistance at night will need hourly CARE AND THUS THE CAREGIVER WILL BE AWAKE and two caregivers one for the day shift and one for the night will be required.

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In this case the night caregiver will be required to be awake.

#### JOB DESCRIPTION IS THE SAME FOR BOTH HOURLY AND LIVE IN

**LIGHT HOUSEKEEPING** - defined as day to day picking up of newspapers, washing dishes, spot cleaning, running the vacuum in main living areas, making the bed, wiping down kitchen and bathroom. Any service that would fall under day-to-day basic cleaning.

**BATHING AND GROOMING** involves providing assistance with a bath or shower, washing the clients hair, applying lotion, shaving, applying makeup, brushing and styling the hair, help with brushing teeth, washing dentures, putting on clothes.

**LAUNDRY** will be provided for the client. Washing and drying clothes, washing and changing bed linens. Ironing is not included in this service and if a client lives with another person (his or her laundry would not be included this mainly applies to adult children) if a client lives with another senior additional pay may be available for his or her laundry depending on the volume.

**MEAL PLANNING** will be done with the client or family member to assure the foods that are prepared are to the clients liking. The caregiver will be informed of any food allergy, special diet, religious restrictions, swallowing problems prior to the first day of care. Meal planning may also involve preparing a grocery list and going to the store to purchase the food. Preparation of the food may involve light meals to dinner meals. We always inform the client that meal preparation may be limited to the caregivers cooking ability. During the initial assessment the need for meal preparation will be discussed and a caregiver who can meet this need will be sent.

**MOBILITY ASSISTANCE** – We provide assistance with walking (stand by assistance) to all clients who are unsteady with a cane, or walker. Mobility assistance may also involve transferring a client who is in a wheel chair. Transferring maybe done from bed to chair and back and from toilet to chair and back, bath or shower to chair and back or car to chair and back. The client must be able to bear weight in order to assist with transferring. We will not be able to provide a full lift unless special equipment is provided in order to keep the caregiver from injuring him or her self or the client.

**TOILET** includes assistance to the bathroom help with cleaning; **INCONTINENT CARE** includes changing of adult pads, cleaning the soiled area and re applying adult pads/undergarment

**TRANSPORTATION** can be provided in either the client's vehicle or the caregiver's vehicle. All caregivers that provide transportation will be fully insured and licensed. If the client prefers to use his/her car, we must obtain proof of full coverage insurance from the client and a release form. Transportation in the caregiver's vehicle may require an additional charge to cover gas expenses and wear to the caregiver's vehicle. When in the caregivers' vehicle any place within a five-mile radius will be included in the cost of service .Any transportation over five miles will require a \$10.00 flat transportation fee - for each day. This fee will be included in the client's weekly billing and then will be passed on directly to the caregiver

Caregiver will **MONITOR MEDICATIONS** if this service is needed. All medications must be listed and prepared by a family member or home health care nurse or a full list must be obtained from the client's doctor. CONT.-

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SERVICES CONTINUED

The caregiver cannot administer medications to any client. The caregiver can only remind the client that medications need to be taken and observe and assist the client in reading medication bottles or lists.

Caregiver will provide COMPANIONSHIP paying close attention to the clients' interests. Companionship may include reading aloud, playing games, talking with client, shopping, going out to a restaurant, accompany client to social events, senior centers, and gardening.

SERVICES WE CAN NOT PERFORM

ADMINISTER MEDICATIONS

TAKE INSTRUCTIONS OVER THE PHONE FROM A DOCTOR

IRRIGATE NASO-GASTRIC TUBES

CHANGE DRESSINGS

GIVE ENEMAS OR SUPPOSITORIES

GIVE CATHETER CARE

PROVIDE MEDICAL CARE

**AGING GRACEFULLY PROVIDES NON-MEDICAL CUSTODIAL CARE ONLY.**

If you feel that you are being asked to perform duties beyond your job description please contact the OFFICE AT 972-222-0443

**DO NOT ARGUE OR DISCUSS YOUR DUTIES WITH THE CLIENT ALLOW OUR OFFICE STAFF TO HANDLE THESE MATTERS ON YOUR BEHALF.**

**EMPLOYEE HANDBOOK  
Personnel Records**

It is important that the personnel records of AGING GRACEFULLY be accurate at all times. In order to avoid issues or compromising your benefit eligibility or having W2's returned, AGING GRACEFULLY expects that employees will promptly notify appropriate personnel representative of any change in name, home address, telephone number, marital status, number of dependents, or any other pertinent information which may change.

## **EMPLOYEE HANDBOOK**

### **Attendance**

Employees are expected to arrive at work before they are scheduled to start and be performing productively by the scheduled start time. All time off must be requested in advance and submitted in writing, as outlined in the appropriate categories;

AGING GRACEFULLY views attendance as one of the most important facets of your job performance review. All unapproved absences will be noted in the employee's personnel file. Excessive absences will result in disciplinary action, up to and including termination.

## **EMPLOYEE HANDBOOK**

### **Calling in/Calling off /**

If you are unable to make it to your shift due to illness, or emergency. Please contact the office at least four hours prior to your start time. **NEVER CONTACT THE CLIENT DIRECTLY, WITHOUT FIRST CONTACTING THE OFFICE.**

Many of our clients depend on you and if you are unable to make it, we can try to find someone to cover your shift for you.

It is our policy that if you are ill and feel you may have an infection or the doctor has told you have an infection that you **INFORM THE OFFICE OF THE NATURE OF YOUR INFECTION**, in order to protect your client from the spread of infection we will provide a replacement for you until the doctor provides us with a release..

## **EMPLOYEE HANDBOOK**

### **missing a shift without notification**

**If you are not able to make it to work YOU MUST LET SOMEONE KNOW .YOUR JOB CARRIES A LOT OF RESPONSIBILITY AND WE TAKE A NO SHOW VERY SERIOUSLY. A NO SHOW CAN BE GROUNDS FOR IMMEDIATE TERMINATION AND BASED ON THE NEED OF YOUR CLIENT YOU MAYBE REPORTED FOR ABANDONMENT**

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**EMPLOYEE HANDBOOK  
Late Arrival**

If you are going to be late to a case we ask that you first call the office and then call your client with the approximate time of arrival

**EMPLOYEE HANDBOOK  
Contacting the Office**

**You may reach the office 24rs a day seven days per week for:**

**All emergencies**

**If you're calling sick**

**If you are returning a call RE: a scheduled shift or new assignment**

**If you are lost going to a case**

**If you are going to be late to your case**

**AND ANY MATTER THAT YOU FEEL IS URGENT AND MUST BE  
ADDRESSED IMMEDIATELY**

**FOR ALL OTHER CALLS WE ASK THAT YOU PLEASE CALL  
DURING NORMAL BUSINESS HOURS**

***MONDAY-FRIDAY 9:00 AM TO 5:00 PM***

WE ASK THAT YOU PLEASE ALLOW US 24 HRS TO RETURN YOUR CALL.

YOUR CALL IS VERY IMPORTANT TO US BUT DUE TO THE HIGH CALL VOLUME, IT IS IMPORTANT THAT YOU GIVE US 24 HRS TO RETURN YOUR CALL.

**\*\*When calling be sure to leave a detailed message.**

**\*\*It is not necessary to continue calling repeatedly. We will return your call in order of priority.**

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## ***CONTACT SHEET –AGING GRACEFULLY***

***All caregivers are required to contact their supervisor***

***With any questions or concerns prior to calling the main office number***

***We can be reached at 972-567-3379***

**TELEPHONE NUMBERS: 972-222-0443 972-222-1500**

**MAILING ADDRESS: AGING GRACEFULLY**

**PO BOX 1677 ROCKWALL TX 75087**

### **EMPLOYEE HANDBOOK**

#### **Dress Code**

As a Caregiver of AGING GRACEFULLY, we expect you to present a clean and professional appearance when you represent us. It is just as essential that you act in a professional manner and extend the highest courtesy to co-workers, visitors, customers, vendors and clients. A cheerful and positive attitude is essential to our commitment to extraordinary customer service and impeccable quality.

A specific list of suggested do's and definite don'ts is listed below:

#### ***CAREGIVERS MUST WEAR:***

LONG PANTS, IN GOOD CONDITION NO HOLES OR TEARS, NO BLUE JEANS AND NO SHORTS

LONG OR SHORT SLEEVE SHIRTS ARE ACCEPTABLE. NO LOW CUT SHIRTS, HALF SHIRTS OR TANK TOPS.

CLOSED TOE SHOES ARE A MUST, SHOES NEED TO BE RUBBER BASED SOLES (TENNIS SHOES, NURSES SHOES) NO SANDALS, FLIP FLOPS, HOUSE SHOES OR OPEN BACKED SHOES. ***NURSING OR C.N.A. UNIFORMS ARE PREFERRED, BUT NOT REQUIRED.***

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**EMPLOYEE HANDBOOK  
Conduct**

ALWAYS SHOW RESPECT TO YOUR CLIENT:

ADDRESS YOUR CLIENT BY THEIR LAST NAME –Mr. or Mrs... \_\_\_\_\_

REMEMBER YOU ARE A GUEST IN THE CLIENTS HOME/YOU ARE THERE BECAUSE THEY NEED ASSISTANCE –NEVER BELITTLE TALK DOWN OR ARGUE WITH YOUR CLIENT (***IF YOU HAVE A PROBLEM THAT NEED TO BE ADDRESSED CONTACT THE OFFICE AND LET US HANDLE IT***)

**EMPLOYEE HANDBOOK  
Conduct**

Policies Governing Client Conduct and Responsibility, and Client Rights

1. A client has the right to exercise his or her rights as a client of the agency. In a case of a client adjudged incompetent, the rights of the client are exercised by the person appointed by law on behalf of the client, or any legal representative as permitted by law.
  2. A client has the right to refuse care and services.
  3. A client has the right to be informed before care is initiated.
  4. A client has the right to the extent of which payment is expected, (as defined in plan of care)
  5. A client has the right to participate in the planning of the care, and in planning changes. Our agency will not make changes in the plan of care without the consent of the client, or appropriate representative.
  6. A client has the right to have assistance in understanding, and exercising his or her rights.
  7. The agency will protect and promote clients rights
  8. A client has the right to have his, or her property treated with, consideration, respect, and full recognition, of his or her individuality, and personal needs.
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9. A client has the right to confidential treatment to his or her personal and medical records.

10. A client has the right to voice grievances regarding treatment of care that is or fails to be furnished, or regarding the lack of respect for property by anyone who is furnishing services on behalf of the agency and must not be subjected to discrimination, or reprisal for doing so. Complaints are handled professionally, not personally, and you should have no fear of reprisal, if you choose to exercise your right.

11. The client has the right to be informed in advance, about the care to be furnished, the plan of care, expected outcomes, and any changes in the care to be furnished.

### **EMPLOYEE HANDBOOK Smoking**

AGING GRACEFULLY endeavors to provide a healthy environment, for their clients; therefore we prohibit any form of tobacco consumed in the CLIENTS HOME. Smoking or tobacco use is only permitted during the caregiver's break: With a client that needs "fall precautions" Smoking may only be during the times where the client is in a safe place.

### **EMPLOYEE HANDBOOK Telephone use**

#### **WE ASK THAT YOU LIMIT YOUR USE OF THE CLIENTS TELEPHONE AND THE USE OF YOUR CELL PHONE DURING WORK HOURS**

**Phone calls should only be made during your break. NEVER GIVE OUT THE CLIENTS PHONE NUMBER WITHOUT PERMISSION FROM THE CLIENT OR THE CLIENTS GUARDIAN. Even after you have obtained permission please limit those calls to emergencies and DEFINITELY MAKE SURE THAT THE PERSON YOU GIVE THE NUMBER OUT TO CALLS ONLY DURING APPROPRIATE HOURS 10AM TO 8PM IS A SUGGESTED TIME FRAME**

### **EMPLOYEE HANDBOOK Meals**

**Hourly employees are required to bring their own meals. If your client asks you to eat with them that is acceptable.**

**Live in workers may eat with their client, but you are required to eat what your client eats. If you require a special diet or you prefer certain foods you need to bring those foods or purchase them your self.**

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**EMPLOYEE HANDBOOK**  
**Breaks**

**An employee is permitted to take two fifteen minute breaks ever six hours. All breaks must be taken at the client's residence you are not allowed to leave for your break.**

**Schedule your breaks during times that the client may not need much assistance**

**EMPLOYEE HANDBOOK**  
**discussing payroll / Salary / Company business**

**ALL CAREGIVERS ARE EMPLOYED BY AGING GRACEFULLY**

**You should never discuss pay, payroll issues or money with your client.**

**You should NEVER TALK NEGATIVELY ABOUT YOUR JOB, POSITION OR THE COMPANY. THIS BEHAVIOR WILL NOT BE TOLERATED.**

**IF YOU HAVE AN ISSUE THAT NEED TO BE DISCUSSED ABOUT ANY OF THE ABOVE MENTIONED TOPICS OR ANY TOPIC, DISCUSS IT WITH YOUR SUPERVISOR**

**WE HAVE AN OPEN DOOR POLICY. Anything you discuss with your supervisor will be taken very seriously and we will do everything in our power to resolve the problem.**

**NO EMPLOYEE WILL EVERY BE REPRIMANDED FOR DISCUSSING ISSUES THAT CONCERN THEM AS LONG AS IT IS WITH YOUR SUPERVISOR.**

**DISCUSSING NEGATIVE ISSUES WITH FELLOW EMPLOYEES OR CLIENTS  
WILL NOT BE TOLERATED.**

**EMPLOYEE HANDBOOK**  
**Conflict of Interest**

**Caregivers are not allowed to work for anyone independently while employed by AGING GRACEFULLY and my not work for any client associated with AGING GRACEFULLY past or present for six months after quitting, termination or layoff from AGING GRACEFULLY.**

**Should this happen the caregiver will be subject to legal action for breach of contract**

**A CAREGIVER MAY NOT SOLICIT A CLIENT FOR PERSONAL PAY WHILE EMPLOYED WITH AGING GRACEFULLY OR FOR SIX MONTHS AFTER SEPARATION FROM THE COMPANY. ALL EMPLOYEES ARE REQUIRED TO SIGN A CONTRACT AGREEING TO THESE TERMS AND A COPY OF THIS CONTRACT WILL BE KEPT IN THAT EMPLOYEES PERSONNEL FILE.**

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**EMPLOYEE HANDBOOK  
PATIENT ABUSE**

**ABUSE OF ANY TYPE WILL NOT BE TOLERATED WE WILL DO EVERYTHING IN OUR POWER TO ASSURE THAT THE ABUSER IS PROSECUTED TO THE FULLEST EXTENT OF THE LAW. ABUSE CAN BE VERBAL, ABANDONMENT, MISHANDLING, HITTING SLAPPING. IF YOU SUSPECT ABUSE BY LAW YOU MUST REPORT IT. (SEE TEXAS PATIENT ABUSE LAW AND THE RIGHTS OF THE ELDERLY BELOW**

PATIENT ABUSE
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THE NURSING HOME ACT OF THE STATE OF TEXAS BECAME LAW IN JULY 1977 THIS LAW INCLUDES TWO PROVISIONS.

ANY ABUSE, HITTING, SLAPPING, MISHANDLING, THREATENING, OR VERBAL ABUSE, BY A STAFF MEMBER IS A FELONY AND THE OFFENDING PERSON WILL BE SUBJECT TO PROSECUTION. IF FOUND GUILTY THE PERSON WILL BE SUBJECT TO A PRISON TERM AND FINED.

IF A PERSON KNOWS OR WITNESSES ANY ACT OF PATIENT ABUSE HE OR SHE IS REQUIRED BY LAW TO REPORT THE INCIDENT IMMEDIATELY TO HIS OR HER ADMINISTRATOR. FAILURE TO REPORT AN ACT OF ABUSE SUBJECTS THE EMPLOYEE TO CRIMINAL LIABILITY.

ALL REPORTS ARE CONFIDENTIAL AND THE REPORTING PERSON RESULTING FROM HIS REPORTING AN ACT OR INCIDENT OF ABUSE SHALL HAVE IMMUNITY FROM ANY LIABILITY.

PERSONS REPORTING IN BAD FAITH OR WITH MALICE ARE NOT PROTECTED BY IMMUNITY BUT SHALL BE SUBJECT TO CRIMINAL AND CIVIL PENALTIES

***RIGHTS OF THE ELDERLY***

§ 102.001. Definitions

In this chapter:

(1) "Convalescent and nursing home" means an institution licensed by the Texas Department of Human Services under Chapter 242, Health and Safety Code.

(2) "Home health services" means the provision of health service for pay or other consideration in a patient's residence regulated under Chapter 142, Health and Safety Code.

(3) "Alternate care" means services provided within an elderly individual's own home, neighborhood, or community, including:

(A) Day care;

(B) Foster care;

(C) Alternative living plans, including personal care services; and

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(D) Supportive living services, including attendant care, residential repair, or emergency response services.

(4) "Person providing services" means an individual, corporation, association, partnership, or other private or public entity providing convalescent and nursing home services, home health services, or alternate care services.

(5) "Elderly individual" means an individual 60 years of age or older.

Added by Acts 1983, 68th Leg., p. 5159, ch. 936, § 1, eff. Sept. 1, 1983. Amended by Acts 1985, 69th Leg., ch. 264, § 25, eff. Aug. 26, 1985.

Amended by Acts 1991, 72nd Leg., ch. 14, § 284(20), (30), eff. Sept. 1, 1991; Acts 1995, 74th Leg., ch. 76, § 8.101, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 475, § 1, eff. Sept. 1, 1997.

#### § 102.002. Prohibition

(a) A person providing services to the elderly may not deny an elderly individual a right guaranteed by this chapter.

(b) Each agency that licenses, registers, or certifies a person providing services shall require the person to implement and enforce this chapter. A violation of this chapter is grounds for suspension or revocation of the license, registration, or certification of a person providing services.

Added by Acts 1983, 68th Leg., p. 5159, ch. 936, § 1, eff. Sept. 1, 1983. Amended by Acts 1985, 69th Leg., ch. 264, § 26, eff. Aug. 26, 1985.

Amended by Acts 1997, 75th Leg., ch. 475, § 1, eff. Sept. 1, 1997.

#### § 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.

(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.

(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 employees for the purpose of acquiring or providing any type of treatment, care, or services.

(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.

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(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.

(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.

(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. (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. (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.

(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?

(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:

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- (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.

(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
- (3) Designate a guardian in advance of need to make decisions regarding the individual's health care should the individual become incapacitated.

Added by Acts 1983, 68th Leg., p. 5159, ch. 936, § 1, eff. Sept. 1, 1983.

Amended by Acts 1997, 75th Leg., ch. 475, § 1, eff. Sept. 1, 1997.

§ 102.004. List of Rights

(a) A person providing services shall provide each elderly individual with a written list of the individual's rights and responsibilities, including each provision of Section 102.003, before providing services or as soon after providing services as possible, and shall post the list in a conspicuous location.

(b) A person providing services must inform an elderly individual of changes or revisions in the list.

Added by Acts 1983, 68th Leg., p. 5159, ch. 936, § 1, eff. Sept. 1, 1983. Amended by Acts 1997, 75th Leg., ch. 475, § 1, eff. Sept. 1, 1997. § 102.005. Rights Cumulative

The rights described in this chapter are cumulative of other rights or remedies to which an elderly individual may be entitled under law Added by Acts 1997, 75th Leg., ch. 475, § 1, eff. Sept. 1, 1997.

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**EMPLOYEE HANDBOOK**

**Work hours and reporting**

**Workday**

the normal workday is ANYWHERE FROM 4 HOURS A DAY TO 12 HRS A DAY.

LIVE-IN'S WORK 7 DAYS ON AND 7 DAYS OFF. AND ARE PAID SALARY

**Aging gracefully does **not** pay overtime**

WE DO NOT PAY OVERTIME UNDER ANY CIRCUMSTANCE.

While you are generally expected to work the number of hours given, Aging Gracefully does not guarantee that you will actually work that many hours in any given day or week (or to be paid for such hours if you do not work that many hours).

**EMPLOYEE HANDBOOK**

**Time**

All employees are required to call our time verification system. You will be calling a phone number as soon as you get to work to clock in and then you will call the number again to clock out. You must call from your client's phone not your cell phone. It is very important that you call as soon as you get there and not forget. If you call in late that will mess with your pay this is all automated and we can't change it.

All employees will be given a card with your employee id and client or building code. If you are sent to a new client and don't have the code it is simple all client codes are the first **four numbers** on the clients last name for example Jones – Spelled out on the telephone is 5663. Any employee who forgets to clock in or out will have their **PAY FOR THAT DAY AND OR DAYS** delayed until the following pay period in order for payroll to verify with your client the actual time worked.

The new system is a verification of time worked by verifying the caregiver has called from the client's house. If an error is made that day must be submitted in writing with a correct time for the day in question, along with your clients signature

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All such employees are expected to work their entire shift... Any digression from the above requirements could result in a reprimand to the employee.

THE WORK WEEK RUNS MONDAY TO SUNDAY.

**EMPLOYEE HANDBOOK**  
**Progress Reports**

EMPLOYEES ARE REQUIRED TO COMPLETE A PROGRESS REPORT ON EACH CLIENT WEEKLY. YOUR SUPERVISOR WILL REVIEW THESE IN ORDER TO FOLLOW YOUR CLIENTS PROGRESS

Progress reports are due by Tuesday at 12:00

If your client has a sudden change in condition please report it over the telephone to your supervisor and don't wait for the report to arrive by mail

**EMPLOYEE HANDBOOK**  
**Infection**

It is our policy that if you have an infection that you INFORM THE OFFICE OF THE NATURE OF YOUR INFECTION , in order to protect your client from the spread of infection we will provide a replacement for you until the doctor provides us with a release..

If your client has an infection it is, important that you let the office know the nature of your clients infection and that you complete an infection control report, and mail it in with your weekly timesheet and progress report.  
All caregivers should always use universal precautions on all client infected or not to prevent and control the spread of infections to others

**EMPLOYEE HANDBOOK**

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## Payroll

AGING GRACEFULLY employees are paid WEEKLY.  
YOUR CHECK WILL BE MAILED ON FRIDAY AS LONG AS YOU HAVE

1. CLOKED IN AND OUT/ AND OR SENT A VERIFICATION OF TIME
2. SENT IN YOUR PROGRESS REPORTS FOR THE WEEK

ALL CHECKS ARE MAILED FROM AN OUTSIDE PAYROLL COMPANY ON FRIDAY. **CHECKS ARE NOT AVAILABLE FOR PICK-UP AT THIS TIME**

PLEASE REMEMBER WE CANNOT GUARANTEE HOW LONG IT WILL TAKE TO ARRIVE AT YOUR POSTAL ADDRESS.

IF YOU DO NOT RECEIVE YOUR CHECK BY **WEDNESDAY** OF THE FOLLOWING, WEEK THEN YOU MAY CONTACT YOUR SUPERVISOR

**IT IS OUR STRICT POLICY THAT WE WILL NOT RE-ISSUE A NEW CHECK THAT IS LOST IN THE MAIL FOR SEVEN DAYS**

### Payroll Deductions

as required by law, AGING GRACEFULLY will deduct Federal Social Security and Income Tax from your payroll check each pay period.

## EMPLOYEE HANDBOOK

### Holidays

All caregivers **who work** on any of the following holidays will be paid time and ½:

NEW YEARS EVE

THANKSGIVING

NEW YEARS DAY

CHRISTMAS EVE

EASTER

CHRISTMAS DAY

MEMORIAL DAY

4<sup>TH</sup> OF JULY

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## Section

# 4

### **EMPLOYEE HANDBOOK**

#### **Anti-Substance Abuse**

AGING GRACEFULLY takes seriously the problem of drug and alcohol abuse, and is committed to provide a substance abuse free work place for its employees. This policy applies to all employees of AGING GRACEFULLY, without exception, including part-time and temporary employees.

No employee is allowed to consume, possess, sell or purchase any alcoholic beverage on any property owned by or leased on behalf of AGING GRACEFULLY, or in any vehicle owned or leased on behalf of AGING GRACEFULLY. No employee may use, possess, sell, transfer or purchase any drug or other controlled substance which may alter an individual's mental or physical capacity. The exceptions are aspirin or ibuprofen based products and legal drugs which have been prescribed to that employee, which are being used in the manner prescribed.

AGING GRACEFULLY will not tolerate employees who report for duty while impaired by use of alcoholic beverages or drugs.

All employees should report evidence of alcohol or drug abuse to a supervisor or a personnel representative immediately. In cases where the uses of alcohol or drugs pose an imminent threat to the safety of persons or property, an employee must report the violation. Failure to do so could result in disciplinary action for the non-reporting employee.

Employees who violate the Anti-Substance Abuse Policy will be subject to disciplinary action, including termination. It is our policy at AGING GRACEFULLY to assist employees and family members who suffer from drug or alcohol abuse. We encourage any employee with a problem to contact your personnel representative for details.

As a part of our policy to ensure a substance abuse free workplace, AGING GRACEFULLY employees may be asked to submit to a medical examination and/or clinically tested for the presence of alcohol and/or drugs. Within the limits of federal and state laws, we reserve the right, at our discretion, to examine and test for drugs and alcohol. Some such situations may include, but not be limited, to the following:

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1. All employees who are offered employment with AGING GRACEFULLY;
2. Where there are reasonable grounds for believing an employee is under the influence of alcohol or drugs;
3. As part of an investigation of any accident in the workplace in which there are reasonable grounds to suspect alcohol and/or drugs contributed to the accident;
4. On a random basis, where allowed by statute;
5. As a follow-up to a rehabilitation program, where allowed by statute;
6. As necessary for the safety of employees, customers, clients or the public at large, where allowed by statute; and
7. When an employee returns to duty after an absence other than from accrued time off such as vacation or sick leave.

This is only a summary of AGING Gracefully Anti-Substance Abuse Policy. You have been provided, and are required to read, the full policy. The full policy goes into greater detail and includes such subjects as definitions, testing methods, consequences of testing refusal, confidentiality, rights of employees and The Company, appeal procedures, notice of applicable statutes, voluntary assistance, etc. It is your responsibility to obtain a copy from your personnel representative if one has not been provided to you. You will be required to sign a consent form agreeing to AGING Gracefully Anti-Substance Abuse Policy in full.

It is a condition of your continued employment with AGING GRACEFULLY that you comply with the Anti-Substance Abuse Policy. NOTHING IN THE ANTI-SUBSTANCE ABUSE POLICY SHALL BE CONSTRUED TO ALTER OR AMEND THE AT-WILL EMPLOYMENT RELATIONSHIP BETWEEN AGING GRACEFULLY AND ITS EMPLOYEES.

## **EMPLOYEE HANDBOOK**

### **Sexual Harassment**

AGING GRACEFULLY LLC will not, under any circumstances, condone or tolerate conduct which may constitute sexual harassment on the part of its management, supervisors or non-management personnel. It is our policy that all employees have the right to work in an environment free from any type of illegal discrimination, including sexual harassment. Any employee found to have engaged in such conduct will be subject to immediate discipline up to and including discharge.

Any employee found to be engaged in the conduct of sexual harassment will be subject to immediate discipline up to and including discharge.

Sexual harassment is defined as:

1. Making submission to unwelcome sexual advances or requests for sexual favors a term or condition of employment;
  2. Basing an employment decision on submission or rejection by an employee of unwelcome sexual advances, requests for sexual favors or verbal or physical contact of a sexual nature;
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3. Creating an intimidating, hostile or offensive working environment or atmosphere either by
  - a) verbal actions, including calling employees by terms of endearment; using vulgar, kidding or demeaning language; or
  - b) physical conduct which interferes with an employee's work performance.

. It is, also, expressly prohibited for an employee to retaliate against employees who bring sexual harassment charges or assist in investigating charges. Retaliation is a violation of this policy and may result in discipline, up to and including termination. No employee will be discriminated against, or discharged, because of bringing or assisting in the investigation of a complaint of sexual harassment.

**EMPLOYEE HANDBOOK**  
**Safety and Accident Rules**

Safety is a joint venture at AGING GRACEFULLY. AGING GRACEFULLY provides a clean, hazard free, healthy, safe environment in which to work in accordance with the Occupational Safety and Health Act of 1970. As an employee, you are expected to take an active part in maintaining this environment.

It is your responsibility to learn the location of all safety and emergency equipment, as well as the appropriate safety contact phone numbers. In your clients home.

As an employee, you have a duty to comply with the safety rules of AGING GRACEFULLY, assist in maintaining the hazard free environment, to report any accidents or injuries - including any breaches of safety - and to report any unsafe equipment, working condition, process or procedure, at once to a supervisor.

**AGING GRACEFULLY DOES NOT CARRY ANY FORM OF WORKERS COMPENSATION OR ACCIDENT OR INJURY INSURANCE**

**YOU MUST ACKNOWLEDGE THIS AND A COPY OF YOUR ACKNOWLEDGEMENT IS KEPT IN YOUR PERSONNEL FILE**

Any injury or accident THAT A CLIENT SUFFERS must be reported immediately to the office ONLY AFTER THE INJURY OR EMERGENCY HAS BEEN HANDLED (911) Any injury or accident must be documented within 24hrs and turned in to the office on the INCIDENT REPORT form

### ***Misconduct / Immediate grounds for termination***

Management will determine what disciplinary action must be taken when one of the policies have been broken and to what extreme by discussing the offense with the caregiver and if necessary any observer. If the situation is deemed unintentional or rectifiable the employee will receive a warning letter.

An employee may receive ONE warning letter and the SECOND offense will be grounds for termination.

### ***Immediate grounds for termination***

DRUG OR ALCOHOL ABUSE/ REPORTING TO WORK UNDER THE INFLUENCE

GIVING MEDICAL ADVICE OR PERFORMING A DUTY YOU KNOWINGLY MAY NOT PERFORM

SOLICITING A CLIENT FOR EMPLOYMENT OUTSIDE OF THE AGENCY OR ACCEPTING MONEY FOR EXTRA DUTY OR TIPS

ACCEPTING A GIFT WITH OUT CONTACTING THE OFFICE TO VERIFY THE CLIENT HAS OFFERED THE GIFT

DISCUSSING THE AGENCY IN A NEGATIVE WAY OR DISCUSSING YOUR PAY WITH YOUR CLIENT

ABUSIVE BEHAVIOR OF ANY TYPE.

STEALING

LYING OR FALSIFYING TIMESHEETS OR TIMECLOCK

***Immediate grounds for termination, criminal prosecution and reports filed with the State of Texas misconduct resister and well as the C N A board***

CLIENT ABANDONMENT

THIEF

ANY TYPE OF ABUSE OR NEGLECT

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