



Orientation Take Home Packet

Home Care Aide/Caregiver



Visiting Angels | 264 Amity Road, Ste 208, Woodbridge, CT 06525 |
www.visitingangels.com/woodbridge | 203.298.9700

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Home Care Aide/ Caregiver

POSITION PURPOSE: The Home Care Aide performs services for the client as necessary to maintain the personal care and comfort of the client. The Home Care Aide/Caregiver reports directly to the Agency Office Staff.

PRINCIPAL ACCOUNTABILITIES AND ESSENTIAL FUNCTIONS:

- Understand, perform and adhere to the information and precautions contained in the client Home Plan of Care.
- Assist the client with personal care activities including: bathing, skin care, back rub, hair care, nail care, dressing and undressing, feeding, oral hygiene, shaving, grooming and bedtime preparation.
- Assist the client to the bathroom or in use of urinal or bedpan. Keep incontinent clients clean and dry.
- Assist the client with self-administration of their medications.
- Assist the client with personal communication skills, as needed.
- Assist with transportation needs in accordance with the plan of care.
- Assist with meal planning, purchase of food and meal preparation.
- Assist with client's laundry and bed linens.
- Prepare and maintain records of client progress and performed services, reporting changes in client condition to the Agency.
- Report all client and employee incidents/accidents to the Agency immediately.
- Assist the client with exercise, ambulation and transfer activities. Be aware of proper body mechanics.
- Conduct safety precautions including wiping wet floors and spills and eliminating other potential hazards immediately. Report safety hazards such as frayed electrical cords, unsecured handrails, malfunctioning smoke and carbon monoxide detectors/alarms, defective equipment and/or environmental hazards to supervisor on the same day of observation.
- Engage in respectful social interaction with client, including friendly conversation and empathic support, while respecting client's privacy and property.
- Exhibit positive attitude and behavior; demonstrate respect for clients.
- Maintain absolute confidentiality of all information pertaining to clients, including clients' families.
- Respond and attend to client requests promptly.
- Communicate effectively with all team members.
- Maintain proper handwashing techniques.
- Participate in required in-service training programs to meet regulatory requirements.
- Understand the importance of seeking assistance, as needed, from your supervisor and/or others.
- Demonstrate capability and dependability in following instructions.
- Understand that regular, consistent attendance is necessary to serve clients.
- Accept and fulfill assignments with the Agency; exercise judgment in accepting assignments.
- Perform related duties and responsibilities as deemed appropriate by the management team.

REQUIRED JOB KNOWLEDGE AND SKILLS:

- Must be twenty-one (21) years of age.
- Demonstrate sympathetic and positive attitude while caring for others.
- Previous experience in private duty home care preferred.
- Ability to regularly and predictably report to multiple locations on a daily basis.
- Ability to listen and communicate clearly, fluently, and diplomatically – both orally and in writing.
- Ability to remain flexible, resilient, calm and maintain a sense of humor in all situations.
- Present a well-groomed image that reflects the professional image of the business.
- Ability to generate goodwill for the Agency with clients, their family members and other referral sources. Demonstrate a strong commitment to client service excellence.
- Ability to lawfully work in the U.S.

PHYSICAL/ENVIRONMENTAL DEMANDS:

- Combination of sitting, standing, bending, reaching, stretching, stooping, walking, climbing stairs and moving during working hours.
- Must be able to lift up to 50 lbs.
- Must be able to see and hear or use prosthetics that enable these senses to function adequately to fully meet the requirements of this position.
- Must be able to maintain verbal and written communication with co-workers, leadership team, supervisors, clients, family members, vendors and all business associates within or outside the Agency.
- All of the above demands are subject to ADA requirements.



Visiting Angels of Woodbridge

264 Amity Road, Ste 208
Woodbridge, CT 06525

Phone: 203-298-9700

Fax: 203-298-9677

Office Hours

Monday – Friday (8:00 am – 6:00 pm)

Saturday – Sunday (8:00 am – 2:00 pm)

24-Hour On-Call Is Available!

Call our office and follow the prompts to be connected to an on-call staff member.

ON CALL IS FOR EMERGENCIES ONLY



Visiting Angels Uniforms

To maintain a professional appearance, uniforms are mandatory for all shifts at Visiting Angels. Our uniform consists of a Visiting Angels branded polo shirt with khaki/black pants or scrub bottoms.



Each polo shirt is crafted from a comfortable 65/35 cotton-poly blend and costs **\$25.95 each**. You will be **eligible for reimbursement for up to 2 polos**. Extended sizes are also available, catering to men and women up to 4XL.

While you can purchase additional polos, **reimbursement only applies to the first two shirts**.

Your polo shirts can be purchased at www.visitingangelspolos.com or www.visitingacaregiver.com

Please ensure you **purchase your uniform within one week** of starting your first case. Once your purchase is made, reimbursement will be processed and reflected in your following week's paycheck.

Additionally, fleece jackets are available for purchase; however, please note that these **jackets are not eligible for reimbursement**.

When purchasing, it is essential to provide all required information accurately. Failure to do so may result in the purchase not being reimbursed.

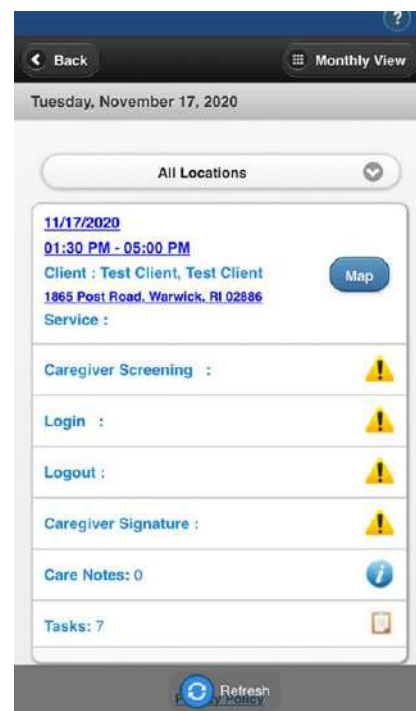
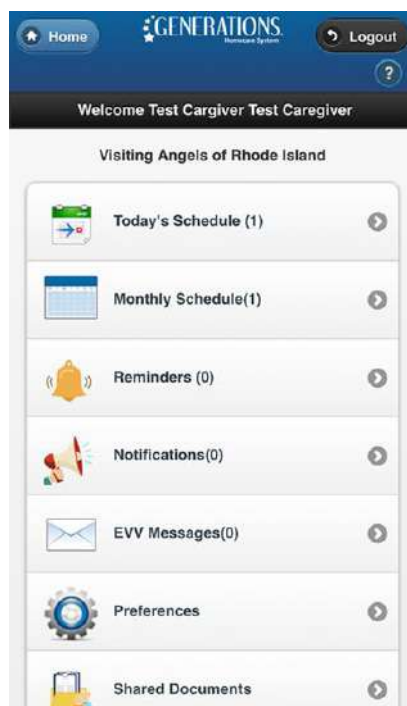
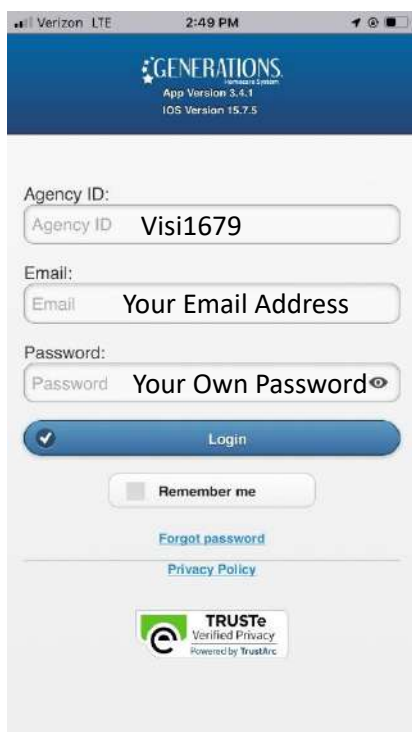
For any inquiries or concerns, please reach out to Jessica Bridgham at jbridgham@visitingangels.com or call 203-298-9700

EVV SYSTEM (Logging in and out)

Visiting Angels utilizes the mobile app “Generations” to clock in and out accurately, share your schedule, and send reminders. We will go over a more detailed presentation to discuss downloading the app, enabling location services, and setting up your password.

Once you’ve downloaded the app and logged in you can access your schedule and other features.

To clock in, click the yellow alert symbol and verify your location. Clocking out follows a similar process. Verify your time after completing the shift. Remember, accurate timekeeping is your responsibility. Contact the office for assistance or use the phone system as an alternative.



ALTERNATIVE METHODS (Telephony)

If by any chance the Generations app is not working, you have the ability to call-in using our Telephony system.

This option should only be used if all other alternatives do not work.

CALL 833-329-1066

Enter your Caregiver ID (Typically the last 4 of your Social Security Number)
Press 2 to log-in or Press 3 to log-out.

Enter the Client’s ID (This will be given to you prior to the start of your case)
To log out, please repeat these steps.

Payment Process

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13 PAYDAY FOR WORKING THE 2 nd – 8 th	14

You are **paid weekly** and paychecks are issued every Friday.

Your payment covers your time worked from **Monday – Sunday** of the previous week.

You may choose to have direct deposit or have your check mailed to your home.

Please visit the caregiver resource website at www.visitingacaregiver.com where you will also find step-by-step instructions to obtain paystubs, log-in instructions, live-In timesheets, employee handbook, facility agreement paperwork, and other valuable resources.

Please **DO NOT** call the office without visiting this website first and following the step-by-step instructions provided.

Paylocity

Our company payroll system is paperless. Paystubs are not mailed; you may access your payroll account online. Set-up your online account to view and print your paystubs and W-2 end-of-year forms.

Instructions:

During onboarding, you will receive an email to register with Paylocity to access your paystubs. Shortly after you've registered, you'll receive another email with your login credentials. Please save this email for your records.

You can access Paylocity via a web browser or through the app.

access.paylocity.com

These instructions can also be found online at the Visiting Angels Caregiver website; www.visitingacaregiver.com where you will also find the Employee Handbook, Facility Agreement paperwork and other valuable resources.

Welcome to Paylocity

Self-register as a New User with Paylocity

Registering via the Paylocity Mobile App

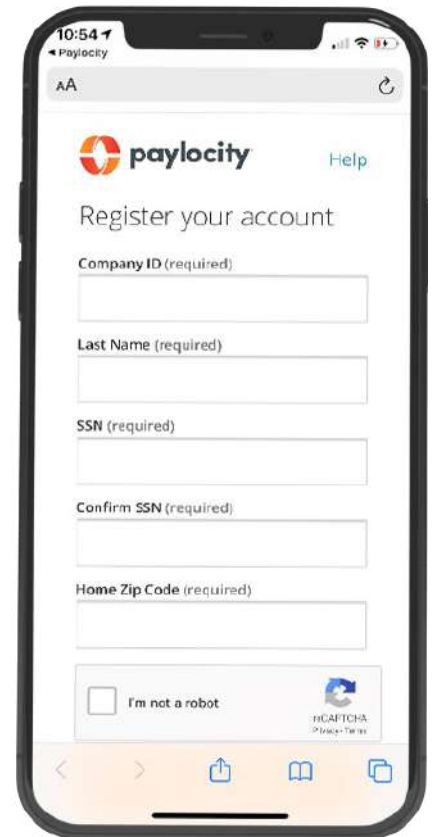
1. Download the mobile app from the App Store or Google Play



2. Open the Mobile application.
3. Select Register Account in the bottom right of the screen.
A browser window opens to the registration site.
4. Complete all fields on the following screen:

- Company ID
- Last Name
- Social Security Number (SSN) (include dashes)
- Confirm SSN
- Home Zip Code

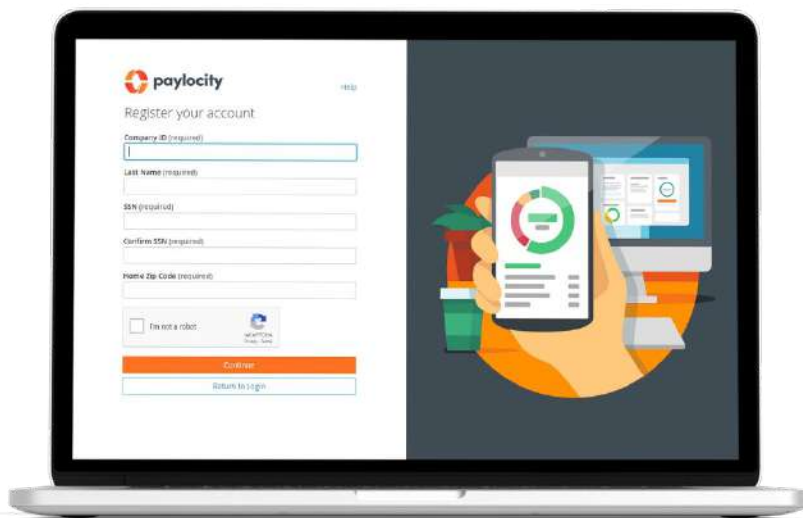
5. Select a Username and Password. Passwords must include three of the four following requirements:
 - A number
 - An uppercase letter
 - A lowercase letter
 - A non-alphanumeric character such as # or !
6. Confirm the Password.
7. Select Continue.



8. Select log-in Challenge Questions from the Question 1, Question 2, and Question 3 dropdown menus.
9. Enter corresponding answers (80-character limit for answers).
10. Select Continue.
11. Verify the selected username, password, security questions and answers.
12. Select Finish.

Registering via Desktop

1. Access HR & Payroll at <https://login.paylocity.com>.
2. Select Register User to create a new User Name and confidential Password.
3. Enter the Image Text displayed in the Register User screen.
4. Select Next.
5. Enter the Paylocity Company ID
6. Enter Last Name.
7. Enter a valid nine-digit Social Security Number (SSN).
8. Re-enter the same valid SSN in the Confirm SSN field.
9. Enter Home Zip Code.
10. Enable the "I'm not a robot" reCAPTCHA checkbox.
11. Select Continue.



12. Enter the Username (not case-sensitive) and Password (this is case-sensitive) to use when accessing this account, taking into account specific requirements as noted.
13. Enter the Password a second time in the Confirm Password field.
14. Provide one of the following:
 - Personal email address
 - Mobile phone number
15. Select Next. Selected Username and Password must meet the rules noted to be valid. Select login Challenge Questions from the Question 1, Question 2, and Question 3 dropdown menus and enter corresponding answers.
16. Select Next. There is an 80-character limit for Answer fields.
17. Select Finish to create the new user account and enter HR & Payroll.

Your Employee Rights Under the Family and Medical Leave Act

What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

How do I request FMLA leave?

Generally, **to request FMLA leave you must:**

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

What does my employer need to do?

If you are eligible for FMLA leave, your **employer must:**

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer must notify you in writing:**

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call **1-866-487-9243** or visit **dol.gov/fmla** to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR



Basic Caregiving Standards

Angel Code of Conduct

- Always treat coworkers and clients with compassion and respect.
- Alert the office immediately when unable to make it to a scheduled shift.
- Avoid absenteeism and lateness, plan accordingly.
- Respect client homes and property.
- Perform all duties as described on the care plan in a satisfactory manner.
- Communicate client changes or requests to office.
- Keep all client information confidential.
- Remain alert and available to client for entire scheduled shift.
- Maintain a healthy work environment, (no smoking, partaking in alcohol or illicit drugs).
- Provide 100% honesty in all documentation and timekeeping.
- Refrain from involvement in client financial transactions.
- Adhere to all Visiting Angels policies and procedures.
- Present in a clean, well groomed, professional manner including; close toed footwear, no dangling jewelry and my visible Visiting Angels name badge.

Payroll

- I am expected to use the designated time-keeping system at the beginning and end of each scheduled shift. Improper documentation could lead to disciplinary actions or legal consequences.
- I agree to submit my completed time records upon completion of my workday.
- I understand my paycheck is driven by my accurate documentation.

Confidentiality

- I acknowledge that confidentiality of client personal and medical history is of utmost importance, company policy and, required by federal law.

Visiting Angels Employment

- I am aware that my employment is “at-will” and is with Visiting Angels of Woodbridge, not with the individual client.
- Any discussion around hourly wages, increase in wages, need for additional hours should be directed to the office staff, not the client.

Client Incidents/Complaints

- It is my responsibility to report any client incident or complaint to the office in a timely manner.
- I can bring complaints or ask questions to the office without fear of reprisal.

 **Electronic Device Utilization**

- Use of the client’s electronic devices or phones will be limited to communication authorized by the office or in cases of emergency.
- Use of my personal device during scheduled client shift is limited to emergency use only.
- I will ensure safe practices when using mobile devices during hours of work.
 - a. When driving, I will pull over before making or receiving a call or text.
 - b. I will not text or email while driving.
 - c. I will only use Bluetooth or Hands free when driving.
 - d. Only use device when safe, in accordance with the law.

 **Compliance**

- I will comply with all job requirements as relevant.

 **Representative/Ambassador**

- I understand that I am an Ambassador of Visiting Angels of Woodbridge and that through my appearance and actions am representing the mission, beliefs, and values of the organization.

By signing below, I acknowledge that I have read and understand the Angel Code of Conduct/Caregiver Expectations. I also agree to comply with the policies and expectations, acknowledging that failure to do so may lead to disciplinary action, up to and including termination.

Date: _____

Employee Printed Name

Employee Signature

Visiting Angels Orientation Agreement

PLEDGE

I, the undersigned, have read and understand Visiting Angels' policy in the "HIPAA Confidentiality Agreement." In consideration of my employment or association with Visiting Angels, and as an integral part of the terms and conditions of my employment association, I hereby agree that I will not at any time during my employment or after my employment or association ends, access or use personal health information or reveal or disclose to any persons within or outside Visiting Angels, any personal health information except as may be required in the course of my duties and responsibilities and in accordance with applicable legislation. I also understand that unauthorized use or disclosure of such information will result in disciplinary action up to and including termination of employment or association and imposition of fines pursuant to applicable state and federal laws.

I acknowledge Visiting Angels will communicate per diem work offers to me via telephone, text message and email, and it is my responsibility to accept work offers as often as possible. I understand all work is per diem and assignment hours are subject to availability, and subject to change.

If I get injured on the job, I understand it is my responsibility to abide by company policy and report the injury to the office within 24 hours of the injury occurrence. If I fail to report an injury within 24 hours, I will visit the office I am working out of (Woodbridge, Newington, Avon or Groton CT, or Warwick RI) to report the injury in person as soon as possible, after the 24-hour period has passed. I realize I will receive a written warning for not complying with company policy to report the injury within 24 hours of the occurrence.

I acknowledge that 60 days or more of non-work will be considered a voluntary quit. After 60 days or more of non-work I may reapply again and my application may, or may not, be approved at the discretion of Visiting Angels.

*By signing this, you agree that Visiting Angels orientated you, and you agree to all the policies, procedures & documents reviewed, **especially medication reminders, and to not administer medication altogether. In an emergency, I will call 911 first and then the Visiting Angels office second; the only exceptions are DNR and hospice.** You also agree to abide by the rules and policies in the employee handbook, which can be viewed online at www.visitingacaregiver.com.*

Employee Signature _____ Date _____

Visiting Angels Representative (Print) _____ Date _____

ATTENDANCE POLICY

WEEKEND CALLOUT: Weekend callouts are unacceptable. If a callout is made, the caregiver must submit a doctor's note by 9 am Monday. The caregiver cannot return to work without a doctor's note. Weekend coverage is considered from Friday 5 pm until Monday 9 am.

SCHEDULED DAYS OFF: Scheduled days off for medical appointments or personal matters require at least **five days'** notice. It is the caregiver's responsibility to inform the schedulers of their requested day/s off clearly.

Full-Time Live-in Caregivers require at least **five business days'** notification. Once scheduled time off has taken place; the caregiver must work for two weeks before taking any time off again.

EXTENDED TIME OFF: Extended time off, such as vacations, requires at least **two weeks'** notification. The caregiver is responsible for informing the schedulers of their requested 1st day out and the definite return day.

SICK DAYS: Sick day call out requires 24-hour notice. A doctor's note is required for less than 24-hour notice before the caregiver can return to work.

LATE TIME disciplinary action will be implemented as follows;

- 1st Documentation = Verbal Counseling
- 2nd Documentation = Written Warning with Signature
- 3rd Documentation = 1 Day Suspension
- 4th Documentation = Further Disciplinary Action up to Immediate Termination

CHRONIC TARDINESS WILL REQUIRE DISCIPLINARY ACTION AND MAY LEAD TO TERMINATION

NO CALL, NO SHOW: IMMEDIATE TERMINATION

Repeated violation of the attendance policy may result in progressive disciplinary action including up to termination.

Caregiver Name (Print): _____

Signature: _____ Date: _____

Visiting Angels Representative (Print): _____ Date: _____

Title: _____

*The attendance policy is in consideration of all caregivers of Visiting Angels.
This revised policy is effective immediately.*

HIPAA Confidentiality Agreement

Visiting Angels of Woodbridge, Newington, Avon, & Groton, CT

It is the intention of Visiting Angels to ensure the confidentiality and integrity of protected health information of both Clients and employees, as required by HIPAA, professional ethics, licensure requirements, and any other legal requirements. Caregivers and office employees are expected to follow the Visiting Angels' policies, guidelines and standards for performance expectations which are mandated by HIPAA. Violation of these rules and standards will constitute grounds for disciplinary action up to and including termination, professional discipline, and criminal prosecution.

Visiting Angels employees are required to comply with all relevant standards, including the following:

- An employee must not review employee or Client protected health information for any purpose other than caregiving operations, and only with a legitimate need to know such information.
- An employee must not disclose to others employee or Client protected health information for any purpose other than caregiving operations, and only with the others having a legitimate need to know such information.
- An employee must not discuss a client's protected health information in a public area or outside of the Client's home.
- An employee must secure protected health information to avoid inadvertent disclosure.
- An employee must not intentionally access or disclose protected health information in a manner inconsistent with Visiting Angels policies and procedures, for personal gain, curiosity, concern or any other reason not permitted by HIPAA.
- An employee must report to his or her supervisor their knowledge of any breach in HIPAA confidentiality standards.

Visiting Angels will not take disciplinary action against any employee who makes an internal complaint, participates in an investigation, or makes a disclosure to a federal or state oversight agency or public health authority authorized by law to oversee the relevant conduct of Visiting Angels or to an appropriate health care accreditation organization, when the employee is acting in good faith on the belief that the employees of Visiting Angels have engaged in conduct that is unlawful or otherwise violates professional or clinical standards.

I acknowledge my understanding of my duties as set forth herein. I further understand that these duties apply during work hours and during off duty time. I further understand that these duties and standards apply even after the termination of my employment with Visiting Angels. I understand that my failure to comply with these standards during my employment may result in disciplinary action, civil liability, and/or criminal prosecution. I understand that my failure to comply with these standards after my employment ends may result in civil liability and/or criminal prosecution.

Employee Signature _____ Date _____

Visiting Angels Representative _____ Date _____

Sexual Abuse Policy

Visiting Angels prohibits and does not tolerate sexual abuse in the workplace or in any organizational-related activity. Visiting Angels provides procedures for employees, volunteers, family members, board members, clients, victims of sexual abuse, or others to report sexual and disciplinary penalties for those who commit such acts. No employee, volunteer, client, or third party, no matter his or her title or position, has the authority to commit or allow sexual abuse.

Visiting Angels has a Zero-Tolerance policy for any sexual abuse committed by an employee, volunteer, board member, or third party. Upon completion of the investigation, disciplinary action up to and including termination of employment and criminal prosecution may ensue.

Sexual abuse is inappropriate sexual contact of criminal nature or interaction for gratification of the adult who is a caregiver and responsible for the patient, client, or child's care. Sexual abuse includes sexual molestation, sexual assault, sexual exploitation, or sexual injury, but does not include sexual harassment. Any incidents of sexual abuse reasonably believed to have occurred will be reportable to appropriate law enforcement agencies and regulatory agencies.

Physical and behavioral evidence or signs that someone is being sexually abused are listed below.

Physical evidence of abuse;

- Difficulty in walking
- Torn, stained, or bloody underwear
- Pain or itching in genital area
- Bruises or bleeding of the external genitalia
- Sexually transmitted diseases

Behavior signs of sexual abuse:

- Reluctance to be left alone with a particular person
- Wearing lots of clothing (especially in bed)
- Fear of touch
- Nightmares or fear of night
- Apprehension when sex is brought up

Reporting Procedure

If you are aware of or suspect sexual abuse taking place, you must immediately report it to the Director of Visiting Angels. If the suspected abuse is to an adult, you should report the abuse to your local or state Adult Protective Services (APS) Agency. If it is a child who is the victim then you should report the suspected abuse to your local or state Child Abuse Agency. If you do not know your state child abuse agency you can call the Child Help's National Abuse Hotline, 1-800-422-4453, TDD 1-800-222-4453. Appropriate family members should be notified of alleged instances of sexual child abuse.

Anti-Retaliation

Visiting Angels prohibits retaliation made against any employee, board member, volunteer, or client who reports a good faith complaint of sexual abuse or who participates in any related investigation. Making false accusations of sexual abuse in bad faith can have serious consequences for those who are wrongly accused. Visiting Angels prohibits making false and/or malicious sexual abuse allegations, as well as deliberately providing false information during an investigation. Anyone who violates this rule is subject to disciplinary action, up to and including termination of employment and/or services provided.

Investigation and Follow-Up

Visiting Angels will take all allegations of sexual abuse seriously and will promptly and thoroughly investigate whether sexual abuse has taken place. Visiting Angels will use an outside third party to conduct an investigation, and will cooperate fully with any investigation conducted by law enforcement or other regulatory agencies. It is Visiting Angels' objective to conduct a fair and impartial investigation. We provide notice that we have the option of placing the accused on leave of absence or on a reassignment to non-patient contact.

Visiting Angels will make every reasonable effort to keep the matters involved in the allegation as confidential as possible while still allowing for a prompt and thorough investigation.

Acknowledgment of Visiting Angels Sexual Abuse Policy

I acknowledge that I have received and read the sexual abuse policy and/or have had it explained to me. I understand that Visiting Angels will not tolerate any employee, volunteer, board member, or client who commits sexual abuse. Disciplinary actions will be taken against those who are found to have committed sexual abuse.

I understand that it is my responsibility to abide by all rules contained in this policy. I also understand how to report incidents of sexual abuse as set forth in the abuse policy, including retaliating against any employee/volunteer exercising his or her rights under this policy.

Employee Name (Please Print)

Employee Signature

Date _____



HCA#0000561
HCA#0000791
HCA#0002136
HCA#0001399

Agreement Regarding Resolution of Disputes

As a condition of my employment with Homecare Associates of CT, Inc. doing business as Visiting Angels (“Visiting Angels”), I agree to arbitrate any dispute or claim related to my employment with Visiting Angels, and I waive my right to sue in court and have a jury trial. Should there ever be any dispute or claim concerning my employment, including termination of employment, I and Visiting Angels agree to have such disputes or claims resolved by arbitration. This includes, but is not limited to, claims involving a violation of public policy; all statutory claims for discrimination and/or harassment and/or retaliation under federal, state, or local law; and claims concerning wages or other compensation, whether based on statute or any other grounds.

This agreement to arbitrate shall be governed by the Federal Arbitration Act and shall remain in force even after I separate from Visiting Angels for any reason.

For purposes of this Agreement, a claim against any of Visiting Angels’ shareholders, directors, officers, employees, subsidiaries, affiliates, or the shareholders, directors, officers, or employees of any such entities, will be considered a claim against Visiting Angels.

I agree that arbitration will be administered by the American Arbitration Association (“AAA”) and that the AAA’s Employment Arbitration Rules will govern, except as modified by this Agreement. I understand that the AAA’s Employment Arbitration Rules are available online at www.adr.org.

The costs for the arbitration will be governed by the AAA’s policy on costs for employment-related disputes. That policy currently provides that the initial filing fee for an employee will be no more than \$200 (which may be waived under certain circumstances), and that the employer will be responsible for all other filing fees, administrative fees, hearing fees, and arbitrator compensation. In the event that the AAA’s initial filing fee is higher than the filing fee for a court action in the trial court in the jurisdiction where I reside, I will only be required to contribute the cost of what I would have paid to file an action in court.

Arbitration proceedings will be conducted by a single arbitrator. The arbitrator shall be bound by the terms of any and all written agreements between Visiting Angels and me and by applicable law. **I agree that any dispute or claim between Visiting Angels and me will be resolved on an individual basis only. No arbitration shall include any disputes or claims on behalf of any other employees, such as class actions or collective actions.** The arbitrator shall not have the authority to hear or issue any award concerning the claims of a class action or collective action or to consolidate the claims of more than one employee or the claims of a class of employees into a single arbitration proceeding, to the maximum extent permitted by law. If Visiting Angels or I have any disagreement about whether an arbitration can include any dispute or claim on behalf of any other employees, that disagreement will be decided by a court, not by an arbitrator.

Visiting Angels agrees that should there be arbitration proceedings in accordance with this Agreement, I would be free to pursue all available remedies in such arbitration proceedings. For example, this agreement does not alter any applicable statute of limitations and does not prevent the arbitrator from awarding all types of damages available under the applicable statute(s) or common law.

I agree that in the event that any court of competent jurisdiction shall determine that any portion of this agreement to arbitrate exceeds the scope permitted by applicable law, the court shall have the authority to modify or “blue pencil” such portion so as to render it enforceable while maintaining the parties’ original intent to the maximum extent possible. If a court determines that a legal dispute shall not be resolved by arbitration for any reason, the dispute or claim shall be decided by a judge, without a jury.

I understand that in a lawsuit in court, I would have certain rights to a trial by a jury or a judge. I voluntarily and knowingly agree to give up those rights, and I understand that all disputes or claims relating to my employment (or termination of employment) will instead be decided by an arbitrator. I understand that I have a right to consult with a person of my choosing, including an attorney, before signing this Agreement.

I understand that my employment with Visiting Angels is at-will, which means that either Visiting Angels or I may terminate the employment relationship for any reason, at any time, with or without notice.

By signing this Agreement, I am affirming that I have carefully read this Agreement and agree to be bound by its terms.

I agree that my electronic signature/acceptance of this Agreement shall have the same binding effect as a handwritten signature and acceptance.

Print Name

Employee Signature

Date