

ComForCare Home Care Portland
10580 SW McDonald St., Suite 202
Tigard OR 97224
971-801-7606

**Client Poaching by Employees and
Agency Equal Opportunity Statement**

1. Each ComForCare office is independently owned and operated. You are employed by ComForCare Home Care Portland which is an Equal Opportunity Employer.
2. I understand that I am an employee of the Agency and as such, I am insured and bonded as well as provided Workers' Compensation and have all taxes paid through this Agency.
3. I understand that all scheduling must go through Agency's office and that I must request any changes to established schedules from Agency's office by calling in and speaking with a Scheduler, following the Time-Off Request Policy.
4. I understand that as an active Agency employee, I am not allowed to make private employment arrangements with clients or their family within 180 days of the discontinuation of services unless I receive written authorization from the Agency Director, Manager, or Administrator. ***Doing so constitutes Client Poaching*** and violates the policies of ComForCare Home Care Portland. I understand that I will be liable to Agency for the financial damage caused as detailed in Section 7 below. Additionally, a Caregiver that is still employed, that makes such Agreement will face termination and financial damages through any legal means necessary.
5. I also understand that when my employment with ComForCare Home Care Portland has ended, either voluntarily or through termination, I am not allowed to make private employment arrangements, including Private Pay and by becoming a DHS Home Care Worker, with any current or former ComForCare Home Care Portland clients or their family members within 180 days of my termination of employment unless I receive written authorization from the Agency Director, Manager, or Administrator. ***Doing so constitutes Client Poaching.*** I understand that I will be liable to Agency for the financial damage caused as detailed in Section 7 below.
6. All Clients will receive quality services without regard to client's race, age, color, creed, national origin, religion, sex, marital status, disability, handicap, sexual preference or HIV status. I understand that discrimination against our clients for any reason mentioned above is grounds for termination and that I will be liable to Agency for the financial damage caused and may face legal action from the Client.
7. **Financial Damages:** Any employee who makes a private arrangement with a client will cause ComForCare Home Care Portland to incur substantial economic damages and losses of types and in amounts which are difficult to compute and ascertain. Accordingly, in addition to any other relief to which ComForCare Home Care Portland may be entitled (equitable, monetary and otherwise), ComForCare Home Care Portland shall be entitled to liquidated damages the greater of either:

- a. Ten times (10 x's) the largest bi-weekly service charge/bill charged for such services in the past for client who is involved in such an arrangement, or
- b. \$15,000.00, plus all related attorney/court costs ComForCare Home Care Portland incurs in enforcing the Client's Service Agreement. Such liquidated damages are intended to represent a reasonable approximation of actual ComForCare Home Care Portland damages and is not a penalty.
- c. Employee will be required to pay this amount upon ComForCare Home Care Portland's demand or face legal actions to recuperate such financial damages.

By signing below I indicate that I understand and agree to abide by the above described policy or face legal actions.

[Handwritten Signature]
Employee

04/02/15
Date

Maricela Vargas Rojas
ComForCare Home Care Portland Administrator/Designee

4/2/15.
Date

ComForcare - Home Services Agreement

CLIENT NAME: _____

Consent to Care

I have asked ComForcare Senior Services (hereinafter "Agency") and its employees to take care of me at my residence. I understand that any discussions with Agency employees regarding this Agreement or the development of my Care Plan are not intended to diagnose or treat me for any health condition. Agency and its employees will follow any instructions for my care given by my physicians and/or nurses responsible for my care plan. I consent to Agency's care of me. I also acknowledge that I have not been convicted of any criminal offense in any court of competent jurisdiction.

Health Records

I authorize Agency and its employees to release any health or other information that Agency determines to be necessary for the delivery of my care (including information concerning HIV, AIDS, ARC (AIDS - Related Complex), substance abuse treatment or diagnosis, and social/psychological services). Authorized entities may include, but are not limited to: individuals, third party payor sources, health care facilities/professionals, and/or appropriate federal or state agencies. Such releases, if necessary, may be via unsecured electronic networks.

Insurance/Liability

I will not allow any Agency employee to drive any of my vehicles without filing a waiver slip in advance with Agency. I understand that Agency's insurance does not cover damage to my car or me while Agency's employees drive my vehicle. I accept full responsibility for such damage. I agree to carry a standard homeowner's insurance policy or similar tenant's policy on the client's residence. Agency limits its liability for property loss or damage to claims filed within thirty (30) days of occurrence. All losses require a police report. To prevent any potential losses, I agree to remove all items of concern or store them in a safe place. Money or gifts may not be given directly to any Agency employee.

Agency Employees

I understand that Agency personnel are employees of Agency. Agency employees are insured and bonded as well as provides Workers' Compensation. All scheduling must go through Agency's office and that I must request any changes to established schedules from Agency's office. I understand that active Agency employees are not allowed to make private employment arrangements with me or my family within 180 days of the discontinuation of services unless I receive written authorization from the Agency Director, Manager, or Administrator. I also understand that employees who have quit or been terminated by Agency are not allowed to make private employment arrangements with me or my family within 180 days of their termination of employment unless I receive written authorization from the Agency Director, Manager, or Administrator. I understand that by doing so violates this Agreement and that I will be liable to Agency for the financial damage caused. Said financial damage will be the greater of the average gross revenue of the highest three billing periods within the last three months of service, or \$5,000.00, plus all related attorney/court costs Agency incurs in enforcing this Agreement. I promise to pay this amount upon Agency's demand. Agency further reserves the right to discontinue my care if I violate this Agreement, and to apply my deposit to satisfy any unpaid balance.

Stopping Service

If I want to stop Agency's services, I must give at least 24 hours advance notice to the office. I understand that if I fail to give sufficient notice or request during a shift to end my services (excepting situations in which Agency verifies employee incompetence or unsatisfactory duty), I may be required to pay the full shift charge and Agency may assess and collect for this shift charge without my signature on the time or flow sheets. Agency reserves the right to discharge my care according to my state's discharge policy or with 24 hours notice, whichever is the greater. Furthermore, I understand that Agency can stop its service without notice if Agency's management determines that services related to my care pose a significant

Handling Medical Emergencies and Other Difficult Situations

Call 911 or the Non-Emergency Dispatch Number

Generally if the client is experiencing an emergency situation, you should call **911**. If the client is not having a medical emergency but needs help beyond what you can provide, then you can call the Washington County Non-Emergency Dispatch Number at **503-629-0111** listed on the back of your ID badge. The fire department will come to assist, and this normally does not cost clients any money. After calling 911 or the non-emergency dispatch number, always notify the office of the situation.

Client Communication

Do Not Give Clients Your Personal Contact Information

In the agency model of in-home care, the office team members manage many important aspects of client service. However, clients may not realize the importance of communicating with the office since most of our work is done behind the scenes. As the CAREGiver, you are the face of Home Instead to our clients. They will come to trust and rely on you, and they may forget that things like scheduling tweaks and changes to service plans must be coordinated through the office. We need your help in maintaining a healthy three-way partnership between the client, the office, and you. One important way you can help with this is to completely abstain from phone or personal contact with clients when you are not on a scheduled shift.

Clients and their family members will want to be able to ask you questions when you are not there (where did you put the laundry detergent?) and will ask for your personal contact information. You are NOT permitted to give them your personal phone numbers, email addresses, etc., for two primary reasons:

1. It cuts the office out of the communication loop thus impairing our ability to serve the client and keep track of their needs.
2. You effectively eliminate the office's ability to protect you from being pulled into client questions and issues when you are not on the clock. You may start getting unnecessary and unwanted calls from clients at all hours of day and night. You may find it difficult to ask them not to call.

You may quite innocently call a client or family member from your cell phone to mention something incidental. What you don't realize is that your number is now in their caller ID. You have just created a potential problem for the office and violated an important policy. Members of the office teams are available 24 hours a day, 7 days a week, 365 days a year. They are there to pass messages between you and our clients. Please rely on them for this.

Also, please remember that you are not authorized to spend time with clients outside of scheduled shifts. If you feel a need to see a client when you are off duty, you must get special permission from the office before doing it. This is a liability issue for The Company that we take very seriously.

Working in Retirement Communities or Assisting Living Facilities

A growing percentage of our clients live in community settings rather than in their own private homes. Please remember that in a retirement or assisted living community, you are there as a guest of the building. You will need to sign in and out and follow other house rules for outside caregivers.

When you provide client service in a community setting, remember that you are representing the owner and The Company as well as yourself. Also remember that you are being watched closely by the residents and the management. Office staff members will do their best to prepare you for specific expectations at the different places before you provide client service there. You must always wear a Home Instead embroidered shirt when working in such a community setting.

- Caregivers can provide assistance in basic patient transfers as long as the patient has been assessed as capable of ambulating without assistance and/or another trained caregiver (including family) is involved.
- Application of warm/cold compresses for any clinical symptoms. A caregiver can prepare a compress under patient, Nurse, or ComForcare Administrator direction in an emergency situation.
- Assist with Range of Motion exercises

BUSINESS AND NON-BUSINESS HOURS

ComForcare office hours are 8:00 am to 5:00 pm, Monday - Friday.

CALL OFFS & SCHEDULE CHANGES

"Going the extra mile for those who have gone the extra mile" is not only our slogan, but a concept that we take very seriously at ComForcare. Thus, it is very important that cancellations and schedule changes are kept to a minimum. You must speak to a person at the office at least 24 hours prior to an assigned shift about any call offs and schedule changes and anything less is considered an untimely notice. Notice of cancellations may not be conveyed by text or email. You must actually speak to the appropriate supervising employee.

Failure to do so may result in a Performance Improvement Plan being put into place, except in the event of a documented emergency. You will have access to a supervisor 24 hours per day. During all non-business hours (evenings, weekends, and holidays), you may reach the On Call staff for emergencies by calling our Caregiver Line at 971-205-5700. Explain who you are, what the emergency is and the receptionist will determine if you need to be connected with the On Call Staff or if a message will suffice. If you do happen to get voicemail when you call in, you MUST leave a message and wait for a call back. If you do not get a call back within 10 minutes, assume that the message has not been delivered and continue to call every 10 minutes until you receive a call back.

NO CALL NO SHOW

Failure to appear for any scheduled shift without properly notifying the office at least 24 hours before that shift may result in immediate termination. Absence of one (1) day without notifying your supervisor is considered job abandonment, and may be treated as voluntary termination of employment.

CAREGIVER/CLIENT POACHING

Any employee who makes a private arrangement with a client will cause ComForcare to incur substantial economic damages and losses of types and in amounts which are difficult to compute and ascertain. Accordingly, in addition to any other relief to which ComForcare may be entitled (equitable, monetary and otherwise), ComForcare shall be entitled to liquidated damages the greater of either: a) ten times (10 x's) the largest bi-weekly service charge/bill charged for such services in the past for client who is involved in such an arrangement, or b) \$15,000.00, plus all related attorney/court costs ComForcare incurs in enforcing the Client's Service Agreement. Such liquidated damages are intended to represent a reasonable approximation of actual ComForcare damages and is not a penalty. Employee will be required to pay this amount upon ComForcare's demand.

CLIENT FEEDBACK

Supervisory staff will be contacting clients regarding employee performance in their home. In addition we call you/the client regularly as well as perform numerous, unannounced spot checks.

36.2. Promptly Report Accidents and Injuries

On-the-job accidents, injuries, and illness, regardless of how minor, must be reported to your supervisor or to Human Resources immediately if possible, otherwise within 24 hours. Failure to do so may disqualify you from certain benefits or an excused absence and may result in disciplinary action.

36.3. Safety Committee

VHC is vitally concerned with the safety of our staff. Maintaining and improving safety conditions in the building will be the primary focus of the Safety Committee. The Committee will meet monthly, in the conference room unless otherwise posted. The Committee will be comprised of the Administrator, Human Resources, Maintenance, and at least five hourly employees. All employees are invited to attend and participate in the Safety Committee meetings.

XXXVII. MOONLIGHTING AND NON-SOLICITATION

Employees may engage in other employment provided that it does not interfere with duties as an employee of VHC. Employees should, however, seriously consider the impact that a second job will have on his or her performance. Second jobs can negatively impact the limits of your endurance and overall health. If an employee chooses to work a second job, he or she must advise his or her supervisor as soon as the decision is made.

By accepting employment with VHC, you agree that during your employment, and for a period of twenty-four (24) months immediately following the termination of your employment with VHC, by you or VHC, with or without cause, you shall not directly or indirectly solicit, induce, recruit or encourage any of VHC's employees to terminate or otherwise alter their business relationship with VHC, either for yourself or for any other person or entity. In addition, during your employment and for a period of twenty-four (24) months following the execution of this agreement with VHC, you shall not directly or indirectly solicit or enter into a business relationship with any customer of VHC with respect to any services that are competitive to the services offered by VHC, including, but not limited to, medical services. You agree that such solicitation represents damage to VHC business that cannot be adequately remedied by monetary damages, and therefore, that VHC may, at its sole discretion, pursue a preliminary injunction to halt any such prohibited solicitation or concomitant business relationship. In the unfortunate event this occurs, you agree that the prevailing party shall be entitled to attorney fees from the other party.

XXXVIII. SEPARATION FROM VILLAGE HEALTH CARE

VHC hopes that employment will be mutually satisfactory for both the employee and VHC. However, VHC recognizes that there are circumstances under which either an employee or VHC may choose to terminate the relationship. Separations from employment generally fall into one of three categories: voluntary termination, involuntary termination, and layoff. Separated employees will receive a final paycheck in accordance with local, state and federal law.