

1 Care Premier Services Home and Community Based Program Foster/ Host /Companion Care

Contractor: _____

Service: HCS Host/Foster Care/Companion Care

Service Description: Provision of Foster/Host Care/Companion Care to one consumer to consist of direct personal assistance which consists of grooming, eating, bathing, personal hygiene, as well as habilitation, homemaker, and transportation services, twenty-four hours a day, seven days per week.

PERFORMANCE: Contractor will serve one consumer. The following is in compliance with HCS Provider processes, and the Texas Department of Health, Home Health, and Personal Assistance Services and additional mandatory standards. Contractor will submit reports and progress notes within one week of service provided on contractor's site. Contractor will submit HCS narrative notes by the 16th and 30th / 31st working day of each month for previous weeks of service. Contractor will submit assessments as identified by Service Planning Team (SPT) within 2 weeks of assignment. Outcome: Completion of notes for billing/monitor purpose at 100%.

Rate and Rate Description: \$ _____ per day for Level of Need ___ for up to 365 days for one individual.

Payment Documentation: Contractor will submit claim forms by the 16th and 3rd working day of each month for all claims for the preceding weeks. If the date falls on a weekend or holiday, documentation is due the next business day.

Payments will not be issued if documentation has not been provided by the Host/Foster Care Provider.

Payment:

Contractor will be paid on a bi-weekly basis. Please see Payroll Calendar.

Payments that are mailed will be mailed the following *business day* and may take 2-5 days for delivery by the US Postal Service. **The main office is not responsible for the timeline of the postal service.**

Payments will not be issued if documentation has not been provided by the Host/Foster Care Provider or if the enrollment or transfer has not been approved by DADS.

1 Care Premier Services Home and Community Based Program Foster/Companion Care

THIS AGREEMENT is made and entered into this day _____, by and between the 1 Care Premier Services and _____ for the purpose of providing foster care/service companion care services.

INDEPENDENT CONTRACTOR REALATIONSHIP BETWEEN THE PARTIES

1. **Independent Contractor:** The relationship between the Agency and Contractor shall be that of an independent contractor. The parties agree that none of the provisions of this agreement shall be deemed or construed to create any relationship between the Agency and Contractor other than that of independent parties contracting with each other solely for the purpose of effecting the provisions of this agreement. It is agreed that Contractor and Contractor's personnel will not be considered an employee, agent, partner, joint venture, ostensible or apparent agent, servant, or barrowed servant of the Agency. Contractor agrees that he/she will not hold himself out as an agent of the Agency to individuals served under this agreement or to any other persons.

Contractor understands and agrees that Agency:

- (a) Will not withhold on behalf of Contractor any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law requirement of any government body relating to Contractor;
- (b) Will not give to Contractor any of the benefits given to employees of Agency

Contractor agrees that:

- (a) Any sums for income tax, unemployment insurance, social security, or Any other withholdings, if any, are the sole responsibility of the Contractor;
- (b) Contractor will indemnify and hold Agency harmless from any and all loss or liability arising with respect to such payments, withholding and benefits, if any. In the event the Internal Revenue Service should question or challenge the independent contractor status of contractor, the parties hereto mutually agree that both Contractor and Agency shall have the right to participate in any discussion or negotiation occurring with the Internal Revenue Service, irrespective of whom or by whom such discussion or negotiations are initiated.

2. **Professional Judgment.** Contractor and its personnel shall exercise its own professional judgment in the performance of services to the persons served.

II. OBLIGATIONS OF CONTRACTOR

- 1. Services.** The HCS-Provider Foster/Companion Care (adult and/or child foster care) services, to be provided by contractor to an HCS individual, the schedule of hours Contractor will deliver such services, and the locations where such services shall be delivered by Contractor. Services furnished to each individual shall be provided in accordance with the individual's Person Direct Plan (PDP) and/or Individual Plan of Care (IPC).

 - (a) The PDP shall set forth the needs of the recipient of services being served as written by the Service Planning Team (SPT) and contained in the individual record including the type, quantity, frequency and duration of services to be provided, pursuant to this agreement in a manner consistent with Texas Department of Aging and Disability Services ("DADS") Home and Community Based Service Program (HCS) Provider standards.
 - (b) The contractor shall provide respite. Respite care is not a HCS reimbursable service for individuals receiving foster care.
 - (c) The Contractor can contract with the HCS Provider at the standard reimbursement rate for respite services.
 - (d) The contractor agrees to provide the required Medicaid Waiver Reimbursable Services for HCS Provider services in compliance with the HCS Certification Principles. These services will include

 - 1.) Direct personal assistance with activities of daily living (grooming, eating, bathing, dressing, and personal hygiene)
 - 2.) Assistance with meal planning and preparation;
 - 3.) Securing and providing transportation;
 - 4.) Assistance with housekeeping;
 - 5.) Assistance with ambulation and mobility;
 - 6.) Reinforcement of counseling and therapy activities;
 - 7.) Assistance with medications and performance of tasks delegated by a registered nurse;
 - 8.) Supervision of individuals' safety and security;
 - 9.) Facilitating inclusion in community activities, use of natural supports, social interaction, participation in leisure activities, and development of socially valued behaviors.
 - 10.) Habilitation exclusive of Day Habilitation.
 - (e) The Agency will only pay for services that explicitly meet the definition for those services set forth in the HCS Service Definitions and Billing Guidelines Manual.
- 2. Qualifications.** Contractor will comply with relevant Texas Department of Aging and Disability Services (DADS) rules and DADS HCS Provider Standards, and licenses and any other professional and educational qualifications.

- 3. Transfer of Individuals.** Contractor agrees that an individual will not be transferred to any other residential setting without the Agency's consent unless such transfer is required by the individual's PDP or is an emergency.
- 4. Agency Approval of Contractor Personnel.** Contractor agrees not to subcontract any services or provide alternate or substitute care providers until approval of such subcontractors/alternates/substitutes is obtained from the Agency. Any subcontractors, alternates, substitutes, or any employees of Contractor are the direct responsibility of Contractor.
- 5. Representation.**

 - (a) Contractor agrees that it shall comply with the DADS HCS Provider principles, all applicable policies of the Agency, and all applicable local, state, and federal laws and regulations now in effect and that become effective during the term of this Agreement. A copy of the DADS HCS Provider principles will be provided by the Agency, when requested by the Host/Foster Care Provider. The Contractor understands that compliance with the DADS HCS Provider principles is required for maintaining a contractual relationship with the Agency.
 - (b) Contractor represents and warrants that it is not currently an employee of the Agency.
- 6. Receipts and Records.** Contractor agrees to provide the Agency, upon request, with original receipts for the purchase of all goods and services involving the use of Agency/Individual funds as well as all other financial and supporting documents and statistical records. Contractor shall retain these and any other records pertinent to the service for which a claim or cost report was submitted to the Agency, including Individual Plans of Care and/or Person Directed Plan (PDP), for a period of five (5) years.
- 7. Disclosure.** Contractor declares that neither Contractor nor any of its subcontractors or employees rendering services to an individual pursuant to this agreement is not held in abeyance or barred from award of a federal or state contract at the time of executing this Agreement; and Contractor will give immediate notification to the Agency if such occurs anytime during the term of this Agreement.
- 8. Immigration Reform and Control Act.** Contractor agrees to maintain appropriate identification and employment eligibility documents and complete an I-9 form to meet requirements of Immigration Reform and Control Act of 1986.

9. Training/Reporting of Abuse and Neglect.

- (a) Contractor is trained and knowledgeable of methods to prevent abuse, neglect, and exploitation, and of acts that constitute abuse, neglect, and exploitation of consumer. Abuse, neglect, and exploitation are defined in 711.11 through 711.23 of the Texas Department of Family and Protective Services (DFPS) rules, investigations in DADS Facilities and related programs.
- (b) Contractor must report any suspected allegation of abuse, neglect, or exploitation of persons served under this Agreement immediately, but not later than one hour after he or she knows or suspects abuse, neglect or exploitation has or is occurring, in accordance with applicable law, including federal and state laws, DADS rules, rules of Texas Department of Family and Protective Services, and rules of the Texas Department of Health, and Agency policies and procedures. To report allegations, the Contractor is to call **1-800-647-7418**. Contractor must assure that all personnel understand their obligation to report suspected abuse, neglect, and exploitation of individuals.
- (c) Contractor agrees that Agency will be notified within twenty-four (24) hours of any significant incident, which involves an individual or individuals served under this Agreement with Agency. Examples of significant incidents include but are not limited to:
 - (1.) Death of an individual
 - (2.) Intentional injury inflicted on a consumer by another individual
 - (3.) Accidental injuries requiring medical care
 - (4.) Elopement (running away)
 - (5.) Missing person
 - (6.) Any event that may put an individual in a position different than the everyday routine such as: fire, flood, tornado, hurricane, bomb threat, loss of heating or air conditioning during extreme weather, or other incident of sufficient severity to require moving consumers from or evacuating a facility
 - (7.) Any armed robbery, attempted armed robbery, or theft of any medication, or the diversion of controlled drugs by staff or individual shall also be reported to the local law enforcement agency.
 - (8.) Unusual occurrences while on outings or group trips including but not limited to near drowning or being detained/arrested/ or jailed by police
 - (9.) Allegations of physical, verbal, and/or sexual abuse of an individual. Allegations of physical, and/or sexual abuse shall also be reported to the local law enforcement agency. Visible injury does not have to occur for there to be abuse. Examples of abuse include but are not limited to: hitting,

kicking, biting, subjecting someone to very hot or very cold water, unauthorized or illegal use of restraints, pushing, shoving, shouting, verbal threats, use of profane language, or involuntary sexual acts.

- (d) Contractor shall report an incident in writing to the Agency's Program Director utilizing Agency Incident Report form within 24 hours of incident.

10. Required Notification. Contractor agrees to report immediately to the Agency any emergency by telephone (713) 594-0469 and any other significant event or change which affects an individual no later than the next working day. Contractor shall follow up all such reports with written documentation within twenty-four (24) hours.

11. Medical Care. If a person receiving services from Contractor requires medical attention during the delivery of the services, Contractor agrees to provide or procure appropriate hospital, surgical, medical, and dental care for the individual. The Contractor shall monitor the hospital, surgical, medical, and dental care to ensure that such care is being administered with reasonable due care. The Contractor is required to obtain prescribed medications within 24 hours. **The nurse is to be notified immediately of all medication changes and of problems related to obtaining prescribed medication.**

12. Meetings/Training

- (a) Contractor and (if applicable) spouse or any other adults living in the home agree to attend specified meetings, staffings, and/or training programs. If possible, the Contractor will be notified by the agency of such meeting or training program ten (10) days prior to the date of meeting or training program.
- (b) Contractor agrees to meet staff training requirements as identified by the DADS HCS Provider principles. This list of training requirements may be obtained from the Agency. If training is obtained from a source other than the Agency, an outline of that training must be submitted in writing to the Program Director for review and approval. **Proof of all required training shall be submitted to the Agency within sixty (60) calendar days of contract start date.**
- (c) Contractor agrees that Contractor-incurred travel costs for staff training purposes will not be reimbursed by the Agency.

13. Required Information for Criminal Conviction Checks.

- (a) The Contractor agrees to provide to the Agency sufficient information necessary to receive criminal history record information on Contractor/subcontractor's applicants or employees, whose duties place them in direct contact with individuals and Contractor shall provide to the agency proof that criminal history record checks have been conducted on Contractor/subcontractor's applicants or employees, pursuant to Texas Health and Safety code Section 533.007 and chapter 250, The Texas Government Code, Section 411.115, and chapter 404 Subchapter H of this title (relating to Criminal History Clearance of Applications for Employment);and.
- (b) That if an applicant or employee of the Contractor/subcontractor has a criminal history relevant to his or her employment as described in Chapter 404, Subchapter H of this title (relating to Criminal History Clearance of Applicants for Employment), then the Contractor/subcontractor; will take appropriate action with respect to the applicant or employee, including terminating or removing the employee from direct contact with the individual served by the Contractor/subcontractor; and if Contractor's employee has such conviction, and Contractor fails to remove such employee, then this contract may be terminated without prior notice.
- (c) If Contractor or subcontractor has been convicted of an offence listed under 250.006 of The Texas Health and Safety Code, this contract will immediately be terminated.

14. Confidentiality of Records of Individuals Served by this Agreement.

- (a) To the extent allowed by law, Contractor agrees to keep all individual information confidential in accordance with all the applicable state and Federal laws, status, regulations, and DADS rules protecting the confidentiality of such information including 42 C.F.R. Part 2.
- (b) Contractor agrees to institute appropriate procedures for safeguarding consumer information, especially individual identifying information. The term "individual identifying information" includes, but is not limited to, an individual's medical record, graphs, or charts; statements made by the individual, either orally or in writing while receiving services; photographs, videotapes, etc. and any acknowledgement that a person is or has been an

individual of the facility, center or other designated provider.

- (c) Reference to the PDP/IPC is not intended as a waiver of confidentiality and all documents contained in the individual's record remain private.

15. Access.

- (a) Contractor agrees pursuant to Texas Health and Safety Code, Section 534.060, that the Agency and its representatives, including independent financial auditors, DADS, Department of Human Services, and/or Child Protective Services shall have unrestricted access to all facilities, service providers, records, data, and other information under the control of the contacting entity or its Contractors/subcontractors or as necessary to enable DADS or the Agency audit, monitor, and review all financial or programmatic activities and services associated with this Agreement.
- (b) Contractor agrees that designated Agency representatives may visit the residence periodically, on both announced and unannounced basis, to monitor the delivery of services, to provide professional supervision and consultation services to the contractor, and to monitor for compliance with this contract.

16. Expenses. Contractor shall purchase at his/her sole cost and expense, all equipment, tools, materials, and supplies necessary to perform the everyday services that Contractor is obligated to perform under this agreement.

17. Certification of Residence.

- (a) Contractor agrees to comply with the National Fire Protection Association, Life/Safety Standards, all applicable local, state, and, federal laws and regulations now in effect and that become effective during the term of this agreement.
- (b) Contractor agrees that the home will be used only to house disabled persons and may not be used as a restitution center, a home for substance abusers, or a halfway house. For purpose of this paragraph, "family home" and "disabled persons" are defined as in the Community Homes for Disabled Persons Location Act, Texas Human Resources Code, and Chapter 123.
- (c) Agency shall verify that the home meets all certification requirements prior to contract implementation.

18. Contractor Conduct.

- (a) Contractor agrees to perform services with decorum and in a manner designed to assist in the efficient operation of the Agency. Contractor agrees to interact with Agency staff, and other contractors and other consultants with the Agency in a cooperative manner. The determination of adequacy of the Contractor's performance of this obligation is under the sole direction of the Agency.
- (b) Contractor agrees that an individual may not be left unattended except as provided by the individual's PDP or other express authorization of the Agency. As used, the term "means leaving the individual alone or in the supervision of a person unable to provide immediate supervision when needed." It does not necessarily mean leaving the individual alone in one part of the residence while the Contractor is in another part.
- (c) Employees and officers of the contracting entity shall comply with the standards of conduct provisions set forth in the Texas Government Code, 5320.008, 534.007, and 551.002.

19. Therapeutic Visits. Contractors shall afford individuals the right to visit with family and friends away from the premises of the care residence, which may serve to prevent service delivery by the contractor during such visits. The Contractor shall be relieved from responsibility for service delivery during such therapeutic visits. All such visits must be approved in advance by the Agency. The contractor shall not require therapeutic visits of family members in order to provide respite.

20. AIDS/HIV Workplace Guidelines. Contractor/subcontractor shall adopt and implement AIDS/HIV workplace guidelines similar to those adopted by DADS, and AIDS/HIV confidentiality guidelines consistent with and federal laws.

21. Child Support. Contractor shall certify that Contractor/subcontractor or offer or is not more than thirty (30) days delinquent in child support payments and eligible to receive payments from state funds as required by the Texas Family Code Section 231.006.

III

1 Care Premier Services.

- 1. Agency Contrast Practices.** MHMRA HCS Provider (Contractor and/or subcontractor) prohibited from employing or contracting with anyone who is designated in the Texas Department of Human Services (TDHS) Employee Misconduct Registry or Nurse Aide Registry as having abused, neglected, or exploited an individual enrolled in a program covered by these registries.
- 2. Reduction of Payments.**

- (a) The Agency shall not pay for any services for which an individual should have but did not receive appropriate, quality services. In such an event, repayment will be claimed at the proportional rate of payment to cover services for which payment was rendered and appropriate quality services were not performed.
 - (b) Agency may deduct or may forfeit payments for absences of the individual(s) that are not specifically authorized by this contract and/or approved in writing by the agency.
 - (c) The amount of funds provided by the Agency shall be reduced by the appropriate co-payment for other source(s) of funds, if any.
 - (d) **The Agency shall not pay for services in which a consumer is hospitalized during the contract year. This is an HCS guideline.**
3. **Notice.** The Agency agrees to allow Contractor the use of its staff and facilities necessary for carrying out the services provided by the Contractor.
4. **Taxes.** Payments you receive from state, political subdivision, or qualified foster care placement agency for providing care to qualified foster individuals in your home generally not included in your income due to it being tax exempt, however you must include in your income payments received for the care of more than 10 individuals age 19 or older and certain difficulty-of-care payments. You notify the agency when you have more than 10 individuals age 19 or older and certain difficulty-of-care payments, so a W-9 form can be completed for 1099. Please note that you are not eligible to receive unemployment benefits.
5. **Other Sources of Funds.** In the event the individual served under this agreement is receiving SSI, Social Security, VA benefits or has money within his estate that will pay for any portion of the individual's care, then the Agency will not pay for the room and board of the individual. The Agency, through the Case Manager, will monitor the consumer benefit eligibility.
6. **Emergency Backup Services.** The Agency shall provide emergency backup services or respite services with the provision that the Agency is reimbursed at the standard HCS respite rate.
7. **Supervision/Consultation.** Agency shall provide supervision and consultation services for any area of the PDP for which the Contractor is responsible for services delivery.
8. **Equipment.** The Agency shall provide equipment, supplies, and other materials necessary to deliver an individual's service goal specified in the PDP, unless such items may be reasonably expected to be furnished by the Contractor. For example, The Contractor would be expected to furnish food items, cooking equipment, utensils, etc., for a program to train an individual to prepare meals; whereas the Agency would be expected to provide texts or other training materials for a program to train individuals in academic subjects.

- 9. Consumer Services.** Agency shall provide, either directly or through a contract, all individual services not expressly assigned to the Contractor. In the case of day program services, the Agency agrees that the Contractor shall be released of all responsibilities during the scheduled hours of the day programming and may at the Contractor's option, pursue other interests or employment provided; however, such release shall not be available to the Contractor on Thanksgiving, Christmas, New Year's Day, Independence Day, or any other Agency or school holidays, or if the individual is ill, scheduled for an appointment, or suspended from day program.

IV.

TERM AND TERMINATION

- 1. Term.** This agreement is effective from the discharge date.
- 2. Immediate Termination.** Agency may terminate this Agreement immediately if
 - (a) Agency does not receive the funding to pay for designated services under this agreement from the Texas Legislature;
 - (b) Agency has cause to believe the termination of the Agreement is in the best interest of the health and safety of the mentally disabled persons served under this agreement,
 - (c) Contractor has become ineligible to receive agency funds;
 - (d) Contractor has its license or certification suspended or revoked;
 - (e) If the Contractor submits falsified documents or fraudulent billings, or if the Contractor makes false statements.
 - (f) In the case of the Contractor providing direct services to individuals, failure to disclose a criminal conviction or conviction of an offense is listed under 250.006 of the Texas Health and Safety Code.
 - (g) If the Contractor fails to adhere to the agency policy, procedures, and the HCS guidelines and rules.
 - (h)
- 3. Termination upon Default.** Either party may terminate this Agreement after thirty (30) days written notice if the other party is in default of any of the provisions herein.
- 4. Termination without Cause.** This Agreement may be terminated by either party, without cause, after thirty (30) days written notice to the other party.
- 5. Termination by Mutual Consent.** This Agreement may be terminated by the mutual consent of both parties after thirty (30) days written notice to the other party.

V.

MISCELLANEOUS

- 1. Nondiscrimination.** Each party to this agreement agrees that no person, based on race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation, be denied benefits of, or be subject to discrimination in the provision of any services hereunder. The parties hereto agree to comply with the Civil Rights Act of 1964 and The Americans with Disabilities Act of 1990 and the Civil Rights Act of 1991 is amended.
- 2. Amendment.** Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Agency and Contractor.
- 3. Entire Agreement.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes and prior understanding, written or oral agreement between the parties respecting the subject matter herein.
- 4. Additional Requirements.** If Contractor is required to comply with an additional requirement pursuant to compliance with DADS rule, state or federal law or community standard, regulations, settlements, or plans, and compliance results in a material change in contractors rights or obligations under the contract or places a significant financial burden on the Contractor may, upon given sixty (60) days notice of such intention, be entitled to renegotiate the agreement.
- 5. Governing Law and Venue.** This Agreement shall be constructed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Harris County, Texas.

If to the Agency:

1 Care Premier Services
Attn: Nicole Mays
18318 Enchanted Rock Trail
Humble, Texas 77346

If to Contractor:

- 6. Severability.** The invalidity or unenforceability of any item or provision here of shall not affect the validity or enforceability of any other term(s) or provision (s).

Contractor

Signature

Printed/Typed Name: _____

Title: Foster/Host Care Service Provider

Date: _____

1 Care Premier Services.

Signature

Printed/Typed Name: Nicole Mays, MSW

Title: Program Director for CEO/Owner

Date: _____

1 Care Premier Services

POSITION REQUIREMENTS

HOST/FOSTER/COMPANION CARE SERVICES

EMPLOYEE'S COPY

Status: Contracted Staff

Supervisor: Program Director/Administrator

Program: HCS

While this position statement is intended to be an accurate reflection of the job requirements, management reserves the right to modify, add, or remove duties from particular jobs and assign other duties as necessary.

MINIMUM QUALIFICATIONS:

Must have a high school diploma or equivalent and must meet requirements of HCS Certification Principles and Rules. Must be able to provide transportation in accordance with state laws and be eligible for coverage under the company's insurance policy.

HOST/FOSTER/COMPANION CARE DEFINITIONS INCLUDE:

- (A) Providing direct personal assistance with activities of daily living (grooming, eating, bathing, dressing, and personal hygiene);
- (B) Assistance with meal planning and preparation;
- (C) Securing and providing transportation;
- (D) Assistance with housekeeping;
- (E) Assistance with ambulation and mobility;
- (F) Reinforcement of specialized therapy activities;
- (G) Assistance with medications and the performance of tasks delegated by a Registered Nurse (RN);
- (H) Supervision of individual's safety and security;
- (I) Facilitating inclusion in community activities, use of natural supports, social interaction, participation in leisure activities and development of socially valued behaviors, and
- (J) Providing habilitation, exclusive of day habilitation.

**POSITIONS REQUIREMENTS continued Host Foster Care
Service**

This position involves tasks that may expose the employee to blood, bodily fluids and / or body tissue. All of the job related tasks may involve potential exposure to mucous membrane or skin contact with blood, bodily tissues, or the potential for spills and / or splashes of these fluids. Use of appropriate protective clothing (standard Precautions and Blood-Borne Pathogen Procedures) is required for every employee engaged in performing tasks outlined in the definition of residential support services.

PURPOSE:

This position provides the basic daily care that is required by the individual. It assists the individual in attaining and maintaining maximum functional independence. It supports and promotes the rights of individuals and functions effectively as a member of the Service Planning Team. The position functions as a participant of the Service Planning Team as requested by the individual, legally authorized representative (LAR), or mental health local authority (MRA).

ESSENTIAL FUNCTIONS:

1. Providing personal assistance based on the needs of the individual as follows: dressing, bathing, tooth brushing, toileting, shaving, hair washing, nail care, social interaction, community integration, reinforcement of counseling and therapies, housekeeping, shopping, laundry, monitoring weight, height, and vital signs, medication monitoring, feeding, food preparation, and money management.
2. Documentation: Host/Foster Care Service Delivery Logs and Progress Notes, Monitoring Sheets Behavior Data Collection Sheets, Medication Administration Records, and Program Training Sheets.
3. Adherence to Universal Precautions and Blood Borne Pathogen Standards.
4. Follow Safety Guidelines.
5. Participation in staff meetings and in-service-training.
6. Emergency Evacuation Drills.

**POSITIONS REQUIREMENTS continued Host Foster Care
Service**

7. Respond to emergency needs of individuals including performing CPR, First Aid and using Approved Behavior Management Techniques as needed.
8. Providing transportation to and from all medical appointments and community integration/outings.

**TASKS THAT REQUIRE EQUIPMENT/ TOOLS AND
KNOWLEDGE OF THEIR SAFE USE:**

1. Preparing meals using pots, pans, tableware, utensils, can opener, stove, oven, toaster, food processor, dishwasher, and microwave.
2. Driving, using an automobile or wheelchair van.
3. Recreational activities.

SKILLS/ ABILITIES:

1. Ability to articulate clearly.
2. Must be reliable to communicate (speak, read, and write) in English.
3. Must be reliable in attendance and timeliness to work schedules.
4. Hearing and vision correctable to normal ranges.
5. Organizational skills.
6. Ability to use body mechanics in controlling unpredictable behavior.
7. Ability to participate in physical activities.

POSITIONS REQUIREMENTS continued Host/Foster Care Service

PHYSICAL JOB REQUIREMENTS:

1. Lifting and carrying 40-80 lbs.
2. Pushing wheelchairs of individuals whose total weight may exceed 200 lbs.
3. Operating manual cranks and/ or lifts.
4. Bending, squatting, stooping, and reaching to respond to personal care needs of individuals.

1 Care Premier Services

POSITION REQUIREMENTS

HOST/FOSTER/COMPANION CARE SERVICES

1 Care Premier Services

HOST/FOSTER /COMPANION CARE PROVIDER POSITION REQUIREMENTS ACKNOWLEDGEMENT

FOR PERSONNEL FILE

I acknowledge that I have read the Position Requirements for Host/Foster /Companion Care Provider and I understand the qualifications and definitions, purpose, essential functions, tasks and physical job requirements stated herein.

EMPLOYEE'S SIGNATURE

DATE

PROGRAM DIRECTOR/ADMINISTRATOR SIGNATURE

DATE

Memorandum

Date: 03/03/2021

To: All staff members of **1 Care Premier Services**

Cc: Personnel File

From: **Nicole Mays / Program Director**
Nicole Mays MSW, CEO

RE: Company Pay Days and Pay Periods

1 Care Premier Services is a Medicaid provider and we pay our staff based on the way Department of Aging and Disabilities “DADS” reimburses the company for services rendered. If there are any changes in the pay dates or pay period indicated below employees will be notified in advance.

The pay periods are as follows:

For the days worked the 1st-15th of each month you will receive payment for those services on the 20th of the month, however if the 20th falls on a Saturday you will receive payment on the 19th and if it falls on a Sunday you will receive payment on the 22nd. Timesheets for this pay period is due in on 16th of each month.

For the days worked the 16st-31st of each month you will receive payment for those services on the 5th of the month, however if the 5th falls on a Saturday you will receive payment on the 4th and if it falls on a Sunday you will receive payment on the 7th. Timesheets for this pay period is due in on 1st of each month.

1 Care Premier Services

COMPANY PAY PERIODS AND PAY DATES FOR PERSONNEL FILE

I _____, have been duly informed of 1 Care Premier Services pay periods and pay dates. And acknowledge that I've been informed that the company pay me based on DADS reimbursement rate for services and my pay date could change if there is a modification in how DADS reimburses the agency for services. I was offered a chance to discuss this memo and any questions I had have been answered. By signing below I'm acknowledging that I understand 1 Care Premier Services pay period, pay days, and how the company pays my wages.

EMPLOYEE'S SIGNATURE

DATE

PROGRAM DIRECTOR'S SIGNATURE /
PROGRAM ADMINISTRATOR

DATE

1 Care Premier Services

INFECTION CONTROL POLICY AND PERCEDURE

It is the policy of this company to maintain infection control by completing with departmental rules regarding special waste, the reporting of communicable diseases and control of communicable diseases through the use of universal precautions.

The use of proper hand washing techniques and following universal precautions are the most important factors in infection control and avoiding cross contamination. It is therefore the policy of this company that these procedures which follow be used at all times.

❖ **Hand Washing Procedure:**

1. Wet hands under running water.
2. Soap hands, rub hands together briskly to work up lather. Make sure to wash between fingers and both front and back of hand and around and under nails, include wrist and lower arms.
3. Rinse hands and repeat washing process.
4. Dry hands completely. (Note: Wet hands can carry bacteria.)
5. Turn off running water using a paper towel to protect hands.
6. Dispose of paper towel in waste basket or proper containers.

❖ **Universal Precautions:**

Protective barriers are to be used to prevent exposure to blood and body fluids. Gloves should be worn when doing all personal care that will put the attendant in contact with body fluids. This includes but is not limited to the following:

1. Bathing
2. Incontinent Care
3. Wound Care
4. Shaving
5. Handling of Sharp Objects

Good hand washing techniques are always considered essential for infection control. During housekeeping tasks, disinfecting of all surfaces should be carried out using a commercial disinfectant or household bleach in a 1:10% solution (1 cup of bleach to 10 cups of water).

All soiled laundry should be handled with gloves. Laundry contaminated with large quantities of blood or body fluids should be kept separated from other soiled laundry and washed separately.

Protective gear such as aprons should be worn whenever there is a possibility of soiling your clothing with body fluids.

Protective eyewear should be worn whenever there is a possibility of splashing or aerosoling body fluids.

Protective gear should be readily available at all times. Protective wear offers an extra barrier but please remember that **No barrier is totally safe.** Common sense must be used and good hand washing is still absolutely essential.

In the event of personal exposure to body fluids, wash exposed areas immediately and completely. Report incident to management and fill out an incident report giving all necessary data regarding the incident.

1 Care Premier Services

Infection Control Acknowledgement

For Personnel File

This is to certify that I have received a copy of, and have had explained, the infection control policy. This policy has been explained to me in a language I can understand. I was offered a chance to discuss this policy, and any questions I had have been answered. I know that I can ask more questions later, if needed. By signing below I'm acknowledging that I understand 1 Care Premier Services infection control policy.

Employee

Date

ARBITRATION AGREEMENT

This Arbitration Agreement (“Agreement”) is made and entered into as of this day _____ (date) by and between 1 Care Premier Services and Nicole Mays (“Company”) and _____ (“Employee”)

- 1. Term of Agreement:** This Agreement shall become effective upon execution and she be a continuing obligation.
- 2. Arbitration Clause:** Except as otherwise specified below, all actions, disputes, claims and controversies under common law, statutory law or in equity of any type or nature whatsoever, whether arising before or after the date of this Agreement, and whether directly or indirectly relating to: (a) this Agreement and/or any amendments and addenda hereto, or the breach, invalidity or termination hereof; (b) any previous or subsequent agreement between the parties; and/or any relationship, transaction or dealing between the parties (collectively the “Disputes”), will be subject to and resolved by binding arbitration in a forum chosen exclusively by 1 Care Premier Services. Any award or order rendered by the arbitrator may be confirmed as a judgment or order in any state or federal court of competent jurisdiction within the federal judicial district which includes the residence of the party against whom such award or order was entered.
- 3. Indemnities:** Employee agrees to indemnify the Company and hold it harmless from and against losses and expenses, including reasonable attorney fees, as they are incurred arising out of or resulting from any actions by the Company to enforce the terms of this Agreement.
- 4. Waiver:** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that’s party’s to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 5. Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understanding or other agreements, whether oral or written, relating to the subject matter of

this Agreement. This Agreement may ne modifies in writing and must be signed by both the Company and the Employee.

- 6. **Notice:** any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified, return receipt requested, postage prepaid, or delivered by overnight delivery services, personal service and email addressed as follows:

Nicole Mays MSW:
1 Care Premier Services LLC
18318 Enchanted Rock Trail
Humble, Texas 77346
Nicole.Mays@yahoo.com
Employee: _____
Address: _____

Email Address:

Either party may change such addressed from time to time by providing notice as set forth above.

- 7. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

1 Care Premier Services LLC:

(Signature)

Nicole Mays

(Name-Please Print)

CEO/Owner

(Position/Title)

EMPLOYEE:

(Signature)

(Name-Please Print)

Memo

To: All HCS/TxHmL Staff

From: Nicole Mays, MSW

CC: Employee File

Date: 9/15/2021

Re: Residential, Host Care, Day Habilitation, Respite, and CFC
Notes/Billing

Host/Foster Care Notes/Billing

Please note that for providers that are requesting payment once a month all paperwork should be turned into the office no later than the 3rd of each month, to receive payment for services rendered the previous month on the 10th.

If you are requesting payment on semi-monthly, notes/documentation is due on the by 16th and the 3rd of each month.

If you fail to turn in your notes/documentation by the deadlines you will not receive payment until the paperwork is submitted and your pay will not be rendered until the following pay period.

(Due to this being a Medicaid program No Payment will be release for any service until DAD's has not approved the clients Enrollment or Transfer).

1 Care Premier Services

1 Care Premier Services

**HOST CARE NOTES/BILLING DEADLINE
FOR PERSONNEL FILE**

I _____, have been duly informed of 1 Care Premier Services billing notes and company deadlines. And acknowledge that I've been informed that I will not receive payment for services rendered until my documentation/billing has been submitted and the company has received reimbursement from DADS and this process is completed prior to the a payroll processing date. I was offered a chance to discuss this memo and any questions I had have been answered. By signing below I'm acknowledging that I understand this is 1 Care Premier Services policy and I agree to abide by this policy.

EMPLOYEE'S SIGNATURE

DATE

HCS Representative

DATE

To: All HCS Direct Care Providers

From: Nicole Mays MSW

CC: Employee File

Date: 9/15/2021

Re: Rules to Abide by when using an Approved Restraint

What to do after you use an Approved Emergency Restraint

You must **release** an individual from restraint:

- (1) as soon as the individual no longer poses a risk of imminent physical harm to the individual or others;
- (2) if the individual in restraint experiences a medical emergency, as soon as possible as indicated by the medical emergency; or
- (3) as soon as an individual in a restraint hold who moves toward the floor reaches the floor.

After **restraining an individual in a behavioral emergency**, you must:

- (1) as soon as possible but no later than one hour after the use of restraint, notify an RN of the restraint;
- (2) ensure that medical services are obtained for the individual as necessary;
- (3) as soon as possible but no later than 24 hours after the use of restraint, notify one of the following persons, if there is such a person, that the individual has been restrained:
 - (A) the individual's Guardian and the Program Coordinator
- (4) notify the individual's service coordinator by the end of the first business day after the use of restraint, if this is in a residence other than a 1 Care Premier Services group home. In a group home setting the Program Coordinator is responsible for notifying the service coordinator.

IF YOU HAVE QUESTION PLEASE DON'T HESITATE TO CALL 713-594-0469.

Please read and sign the bottom portion and return to the office ASAP.....thanks!

1 Care Premier Services

Rules to abide by when using an Approved Restraint

What to do after you use an Approved Emergency Restraint

I _____, have been duly informed of 1 Care Premier Services. Of what steps to use when administering an approved restraint and what to do in case an approved emergency restraint is used. I was offered a chance to discuss this memo and any questions I had have been answered. By signing below I'm acknowledging that I understand this is 1 Care Premier Services policy and I agree to abide by this policy.

EMPLOYEE'S/PROVIDER'S SIGNATURE

DATE

PROGRAM ADMINISTRATOR'S SIGNATURE

DATE

Memo

To: All 1 CARE PREMIER SERVICES Individual's and Families

From: Nicole Mays MSW

CC: Employee File and Client Chart

Date: 03/03/2021

Re: Hospitalization

This is a reminder that the 1 Care Premier Services nurse will need to be notified and the assigned individual's Program Director Nicole Mays MSW (713-594-0469) any time a individual is taken &/or admitted into a hospital either for psychiatric services or medical care. We need to know this information to ensure that we know the individuals current health status and to also ensure that we follow the DADS rules and regulations regarding the waiver programs. Thank you in advance for ensuring that 1 Care Premier Services remain in compliance with TxHmL/ HCS rules and regulations. Your hard work and dedication is greatly appreciated.

Please sign and return the attachment

Thanks,

Nicole Mays MSW

HCS/TxHmL Program Director

1 Care Premier Services

HCS/TxHmL HOSPITALIZATION POLICY

I _____, have been duly informed of 1 Care Premier Services policy regarding an individual’s hospitalization. And acknowledge that I must notify the nurse and the assigned program coordinator when an individual is taken and/or admitted into the hospital. I was offered a chance to discuss this memo and any questions I had have been answered. By signing below I’m acknowledging that I understand this is 1 Care Premier Service’s policy and I agree to abide by this policy.

EMPLOYEE’S SIGNATURE

DATE

PROGRAM COORDINATOR’S SIGNATURE

DATE

HCS Rights of Individuals

This program ensures the rights of each individual consumer as described below. The *HCS Rights of Individuals* complies with all rights guaranteed to persons with mental retardation under the Mental Retardation Act and any subsequent revisions including but not limited to the following rights:

It is the right of each consumer or legally authorized representative:

- (a) The program provider shall assist the:
 - (1) Individual, or the LAR on behalf of the individual, in exercising the same rights and responsibilities exercised by people without disabilities; and
 - (2) LAR or family members in encouraging the individual to exercise the same rights and responsibilities exercised by people without disabilities.
- (b) The program provider must protect and promote the following rights of the individual:
 - (1) to manage, be trained to manage, or have assistance in managing financial affairs upon documentation of the individual's written request for assistance;
 - (2) to access public accommodations;
 - (3) to be informed of requirements for participation;
 - (4) to be informed both orally and in writing of all the HCS Program services and CFC services available and rules pertaining to the individual's enrollment and participation in the program provider's program, including those related to the use of restraint, as well as any changes in these that occur;
 - (5) to be informed of the individual's IPC, implementation plan, and transportation plan, including any restrictions affecting the individual's rights;
 - (6) to participate in decisions and be informed of the reasons for decisions regarding plans for enrollment, service termination, transfer, relocation, or denial of HCS Program service or CFC services;
 - (7) to be informed about the individual's own health, mental condition, and related progress;
 - (8) to be informed of the name and qualifications of any person serving or treating the individual and to choose among various available service providers;
 - (9) to receive visitors without prior notice to the program provider unless such rights are contraindicated by the individual's rights or the rights of other individuals;
 - (10) to have privacy in visitation with family and other visitors;
 - (11) to make and receive telephone calls;
 - (12) to send and to receive sealed and uncensored mail;
 - (13) to attend religious activities of choice;
 - (14) to participate in developing a pre-discharge plan that addresses assistance for the individual after he or she leaves the program;
 - (15) to be free from the use of unauthorized restraints;
 - (16) to live in a normative residential living environment;
 - (17) to access free public schooling according to the Texas Education Code;
 - (18) to live where the individual is within proximity of and can access treatment and services that are best suited to meet the individual's needs and abilities and enhance that individual's strengths;
 - (19) to have a personalized IPC, implementation plan, and transportation plan, based on individualized assessments that meet the individual's needs and abilities and enhance that individual's strengths;
 - (20) to help decide what the implementation plan and transportation plan will be;
 - (21) to be informed as to the progress or lack of progress being made in the execution of the implementation plan and transportation plan;

- (22) to choose from the same services that are available to all community members;
- (23) to be evaluated as needed, but at least annually, to determine the individual's strengths, needs, preferences, and appropriateness of the implementation plan and transportation plan;
- (24) to complain at any time to a staff member or service provider;
- (25) to receive appropriate support and encouragement from a staff member or service provider if the individual dislikes or disagrees with the services being rendered or thinks that his or her rights are being violated;
- (26) to live free from abuse, neglect, or exploitation in a healthful, comfortable, and safe environment;
- (27) to participate in decisions regarding the individual's living environment, including location, furnishings, other individuals residing in the residence, and moves to other residential locations;
- (28) to have service providers who are responsive to the individual and, at the same time, are responsible for the overall functioning of the HCS Program;
- (29) to have active personal assistance in exercising civil and self-advocacy rights attainment by provisions for:
 - (A) complaints;
 - (B) voter registration;
 - (C) citizenship information and education;
 - (D) advocacy services; and
 - (E) guardianship;
- (30) to receive counseling concerning the use of money;
- (31) to possess and to use money in personal and individualized ways or learn to do so;
- (32) to access all financial records regarding the individual's funds;
- (33) to have privacy during treatment and care of personal needs;
- (34) to have privacy during visits by his or her spouse if living apart;
- (35) to share a room when both the husband and wife are living in the same residence;
- (36) to be free from serving as a source of labor when residing with persons other than family members;
- (37) to communicate, associate, and meet privately with individuals of his or her choice, unless this violates the rights of another individual;
- (38) to participate in social, recreational, and community group activities;
- (39) to have his or her LAR involved in activities, including:
 - (A) being informed of all rights and responsibilities when the individual is enrolled in the program provider's program, as well as any changes in rights or responsibilities before they become effective;
 - (B) participating in the planning for HCS Program services and CFC services; and
 - (C) advocating for all rights of the individual;
- (40) to be informed of the individual's option to transfer to other program providers as chosen by the individual or LAR as often as desired;
- (41) to be informed orally and in writing of any charges assessed by the program provider against the individual's personal funds, the purpose of those charges, and effects of the charges in relation to the individual's financial status;
- (42) to complain to DADS when the program provider's resolution of a complaint is unsatisfactory to the individual or LAR, and to be informed of the DADS Office of Consumer Rights and Services telephone number to initiate complaints (1-800-458-9858);
- (43) to be free from the use of seclusion; and
- (44) to have a lock on the inside of the individual's bedroom door as described in §9.174(a)(23) of this subchapter (relating to Certification Principles: Service Delivery).

Home and Community-Based Services Program

HCS Rights of Individuals

This is to certify that I have received a copy of, and have had explained, the Home and Community-Based Services (HCS) *Rights of Individuals*. These rights have been explained to me in a language I can understand. I was offered a chance to discuss these rights, and any questions I had have been answered. I know that I can ask more questions later, if needed. In addition, I have been informed that consumer-identifying information about me may be exchanged between components of the DADS service delivery system and other designated providers for continuity of care purposes with my consent.

Consumer Signature

Date

HCS Staff Representative Signature/Presenter

Date

Witness Signature

Date

1 Care Premier Services Homes COMPLAINT PROCEDURE

1 Care Premier Services Homes wants to know about your concerns. Please review the following information. This will assist you in getting your concerns addressed. If you have any questions about the complaint process, the Program Director at 713-594-0469

1. If you have a question or concern about the services you are receiving, first contact Program Director for assistance:

Your Program Director is:
Telephone Number

Nicole Mays
713-594-0469

You may put a complaint in writing to:
1 Care Premier Services Homes
Attn: Nicole Mays
340 N. Sam Houston Parkway E, Ste.# A247
Houston, Texas 77060

You may deliver your complaint by mail or in person

If you are still unhappy, or feel that the problem has not been resolved, you may contact any of the following for assistance:

Office of Consumer Services and Rights Protection at
The Texas Department of Aging and Disabilities
701 W. 51 ST.
Austin, Texas 78751
Telephone Number: 1-800-458-9858

Advocacy, Inc.
1800 Shoal Creek Blvd
Austin, Texas 78757
Telephone Number: 1-800-223-4208

Harris County MHMR
7011 Southwest Fwy
Houston, Texas 77084
Telephone Number: (713) 970-7000

Gulf Coast Center MHMRA
123 Rosenberg, Suite 6
Galveston, Texas 77550
Telephone Number: (409)763-2373
(281) 488-2839

Texana MHMR Center
4910 Airport Ave
Richmond, Texas 77469
Telephone Number: (281) 342-9387

Tarrant County MHMR
1300 Circle Drive
Ft. Worth, Texas 76119
Telephone Number: (817) 569-4141

Tri County MHMR
(MHMR)
610 N. Loop 336 East
Conroe, Texas 77301
Telephone Number: (936) 521-6229

Dallas Metro-Care Services
1380 River Bend Drive
Dallas, Texas 75247
Telephone Number: (214) 743-1200
(877)-238-2121

The Heart of Texas Region MHMRA
110 S. 12th Street,
Waco, Texas 76703-0890
Telephone Number: (254) 752-3451

Burke Center MHMRA
2001 South Medford Drive
Lufkin, Texas 75901
Telephone Number: (936) 639-1141

North East Texas MHMR
1C Oaklawn Vlg
Texarkana Texas 75501
Telephone Number: (903) 831-3646

The Texas Department of Protective and Regulatory Services
(For Abuse, Neglect, and Exploitation of Waiver Program Consumers)
1-800-647-7418

2. Information that is helpful when writing or calling in a complaint includes:

- Your name (and the name of the family member, if you are calling or writing on behalf of a consumer);
- The name or names of the individuals involved;
- How we can get in contact with you;
- A short statement of the concerns or complaints that you have;
- The date and time that the incident you are concerned about happened;
- Steps you have taken to try to solve the problem; and
- What you would like for us to do to help you solve your problem.

3. You have the right to voice or file a complaint to any and all employees and to request to meet with any staff member, such as program manager, nurse, consultant, or advisory committee member. This is your right as a consumer of 1 Care Premier Services Homes and as a person with mental retardation. The person receiving the complaint will inform the HCS Program Manager of the complaint. You will be provided with whatever assistance you request or need to make a complaint and your privacy will be honored during the process.
4. The HCS Program Manager will respond to your complaint within 72 hours of getting notice of your concern to verify the nature of the complaint and to get whatever details are needed to help resolve the problem. The Program Manager will initiate investigation and/or corrective action as necessary.

The Program Manager will respond in writing to you with the results of the investigation and/or corrective action within ten (10) working days of receiving your complaint. If the resolution requires additional time, the Program Manager will report progress toward resolution of the problem on a regular basis.

This information is posted in the individual's homes, a copy provided to the consumers, training center, activity centers, workshop, and in the office of 1 Care Premier Services Homes for individuals and their families, advocates, and legal representatives to read at their leisure. All consultants and staff will also be provided with a copy of the Complaint Procedures.

I have read a clear explanation of the Complaint Procedure for 1 Care Premier Services Homes or have had it read to me and provided a written copy of the same. All of my questions have been answered to my satisfaction.

Consumer/LAR

Date

Program Coordinator

Date

Staff/Contracted Staff/Foster Care Provider

Date

Home and Community Based Services Restraints

A program Provider must not use restraint:

1. In a manner that:
 - A. Obstructs the individual 's air way, including the placement of anything in, on, or over the individual's mouth or nose;
 - B. Impair the individual's breathing by putting pressure on the individual's torso;
 - C. Interferes with the individual's ability to communicate;
 - D. Places the individuals' in a prone or supine position;
 - E. Extends muscles groups away from each other ;
 - F. Uses hyperextension or joints; or
 - G. Use pressure points or pain;
2. For disciplinary purposes, that is, as retaliation or retribution;
3. For the connivance of staff or other individuals; or
 4. As a substitute for effective treatment or habilitation.

5. A program Provider may use restraint:

1. In a behavioral emergency;
2. As part of a behavior intervention plan that addresses inappropriate behavior exhibited voluntarily by an individual;
3. During a medical or dental procedure if necessary to protect the individual or others and as a follow –up after a medical or dental procedure or following an injury to promote the healing of wounds;
4. to protect the individual from involuntary self –injury ; and

5. to provide postural support to the individual or to assist the individual in obtaining and maintaining normative bodily functioning.
6. In order to decrease the frequency of the use of restraint and to minimize the risk of harm to and individual, a program provider must ensure that the IDT:
 1. With the involvement of a physician, identifies:
 - A. The individual \s known physical or medical conditions that might constitute a risk to the individual during the use of restraints;
 - B. The Individual's ability to communicate; and
 - C. Other factors that must be taken into account if the use of restraint is considered including the individual's;
 1. cognitive functioning level;
 2. height;
 3. weight;
 4. emotional condition (including whether the individual has a history of having been physically or sexually abused ; and
 5. age;
7. Documents the conditions and factors indentified in accordance to the paragraph (1) of this subsection, and, as applicable, limitations in specific restraints the techniques or mechanical restraint devices in the individual's record; and
8. Reviews and updates with a physician. RN, or LVN, at least annually or when a condition or factor documented in accordance with paragraph (2) of this subsection changes significantly, information in the individual's record related to the identified condition, factor, or limitation.

A program provider restraints in individual as provided in subsection (b) of this section, the program provider must:

Take into account the conditions, factors and limitations on specific restraint techniques or mechanical restraint devices documented in accordance with subsection (c) (2) and (3) of this section;

use the minimal amount of force or pressure that is reasonable and necessary to ensure the safety of the individual and others;

safeguard the individual's dignity, privacy, and well-being; and

not secure the individual to a stationary objective while the individual is in standing position.

A circumstance described in subsection (b) (1) or (2) of this section a program provider may use only a restraint hold in which the individual's limbs are held close to the body to limit or prevent movement and does not violate the provisions of subsection (a) (1) of this section.

Program provider must release an individual from restraint:

As soon as the individual no longer poses a risk of imminent physical harm to the individual of others;

If the individual in restraint experience a medical emergency, as soon as possible as indicated by the medical emergency; or

As soon as and individual in a restraint hold described in subsection (e) of this section who moves toward the floor reaches the floor.

After restraining and individual in a behavioral emergency, a program provider must:

1. As soon as possible but no later than one hour after the use of restraint, notify and RN or LVN of the restraint;
2. Ensure that medical services are obtained for the individual as necessary;
3. As soon as possible but no later than 24 hours after the use of restraints, notify one of the following persons, if there is such a person, that the individual has been restrained;
 - A. The individual 's LAR; or
 - B. A person actively involved with the individual, unless the release of this information would violate others law; and
4. Notify the individual's HCS case manger by the end of the first business day after the use of restraint.

Under the Health Insurance Portability and Accountability Act, the program provider is a "covered entity" as defined in 45 Code of Federal Regulations (CFR) 160.103, any notification provided under subsection (g) (3) (B) of this section must be to person to whom the program provider is allowed to release information under 45 CFR 164.510.

Revision Number: 06-0

Consumer Signature: _____ Date _____

Legal Guardian Signature: _____ Date _____

Witness Signature: _____ Date _____

Provider Representative: _____ Date: _____

**1 Care Premier Services
Premier Community Care Services
Home Community Based Services / Texas Home Living**

TO REPORT ALLEGATIONS OF ABUSE, NEGLECT OR EXPLOITATION TO THE TEXAS
DEPARTMENT OF FAMILY & PROTECTIVE SERVICES

CALL TOLL FREE

**Within 1 hour of suspecting Abuse, Neglect, or Exploitation
For action or intervention needed within 24 hours or less call
1-800-252-5400 <> 1-800-647-7418**

or use the

Website: [http:// www.txabusehotline.org](http://www.txabusehotline.org)

24 HOURS, 7 DAYS A WEEK, 365 DAYS A YEAR

- **Physical abuse is defined as:**
 1. An act or **failure** to act performed knowingly, recklessly, or intentionally, including incitement to act, which caused or may have caused physical injury or death to a person served;
 2. An act or inappropriate or excessive force or corporal punishment, regardless of whether the act results in a physical injury to a person served, or
 3. The use of chemical or bodily restraints on a person served not in compliance with federal and state laws and regulations.
- **Sexual abuse is defined as any sexual activity, including but not limited to:**
 1. Kissing a person with sexual intent
 2. Hugging a personal with sexual intent
 3. Stroking a personal with sexual intent
 4. Fondling a person served with sexual intent
 5. Engaging in with a person served:
 - A) Sexual conduct as defined in the Texas Penal Code, 43.01; or
 - B) Any activity that is obscene as defined in the Texas Penal Code, 43.21
 6. Requesting, soliciting, or compelling a person served to engage in:
 - A) Sexual conduct as defined in the Texas Penal Code, 43.01; or
 - B) Any activity that is obscene as defined in the Texas Penal Code, 43.21
 7. In the presence of a person served:
 - A) Engaging in or displaying any activity that is obscene as defined in the Texas Penal Code, 43.21
 - B) Requesting, soliciting, or compelling another person to engage in any activity that is obscene as defined in the Texas Penal Code, 43.21
 8. Committing sexual exploitation as defined in 711:15 of this title (relation is How Is Sexual Exploitation Defined?) against a person served;

9. Committing sexual assault as defined in the Texas Penal Code 22.011, against a person served; and
10. Committing aggravated sexual assault as defined in the Texas penal Code, 22.021, against a person served; and
11. Causing, permitting, encouraging in, or allowing the photographing, filming, videotaping, or depicting of a person served if the employee, agent, or contractor knew or should have known that the result photograph, film, videotape, or depiction of the person served is obscene as defined in the Texas Penal code 43.21, or is pornographic.

- **Sexual Exploitation is defined as:**

1. A pattern, practice, or scheme of conduct against a person served, which may include sexual contact that can reasonably be continued as being for the purposes of sexual arousal of gratification or sexual abuse of any person.
2. The term does not include obtaining information about a patient's sexual history within standard accepted clinical practice.

- **Verbal/Emotional abuse is defined as:**

Any act or use of verbal or other communication, including gestures, to:

1. Curse, vilify, or degrade a person served; or
2. Threaten a person served with physical or emotional harm,

In order for the definition of verbal/emotional abuse to be met, the act or communication just;
Result in observable distress or harm to the person served; or

Be of such a serious nature that a reasonable person would consider it harmful or causing distress.

- **Neglect is defined as:**

A negligent act or omission by any individual responsible for providing services to a person served, which caused or may have caused physical or emotional injury or death to a person served or which placed a person served at risk of physical or emotional injury or death.

Neglect includes, but is not limited to, the failure to:

1. Establish or carry out an appropriate individual program plan or treatment plan for a person served;
2. Provide adequate nutrition, clothing, or health care to a specific person served in a residential or inpatient program; or
3. Provide a safe environment for a specific person served, including the failure to maintain adequate number of appropriately trained staff.

- **Exploitation is defined as:**

The illegal or improper act or process of using a person served or the resources of a person served for monetary or personal benefit, profit, or gain.

All allegations of abuse, neglect or exploitation shall be reported to the individual's legally authorized representative, the Texas Department of Family & Protective Services and the Mental Retardation Authority.

The **1 Care Premier Services HCS / Premier Community Care Services THL** Provider Program will:

- (1) Notify as soon as possible but no later than 24 hours after the provide reports or is notified of an allegation, the alleged victim, and the alleged victim's LAR of the allegation report and the actions that have been or will be taken.

The 1 Care Premier Services HCS / Premier Community Care Services THL Provider Program will promptly, but no later than five calendar days from the program provider's receipt of the TDFPS investigative report and finding, notify the alleged victim or legally authorized representative of:

1. The investigation finding;
2. The corrective action taken by the program provider if TDFPS confirms that abuse, neglect, or exploitation occurred.
3. The process for requesting a copy of the investigative report from the program provider, and upon request of the alleged victim or legally authorized representative a copy of the TDFPS investigative report after concealing any information that would reveal the identify of the reporter or of any individual who is not the alleged victim.

Duty to Report

If you know or suspect that a person served is being or has been abused, neglected, or exploited.

YOU MUST:

1. Report such knowledge or suspicion to TDFPS immediately, if possible, but in no case more than one hour after knowledge or suspicion by calling the TDFPS toll free number at 1-800-252-5400 or 1-800-647-7418
2. Preserve and protect any evidence related to the allegation in accordance with instructions from TDFPS; and
3. Cooperate with the investigator during the investigation.

Appeal process:

The following individuals may request an appeal of the finding:

1. The reporter;
 2. The victim or alleged victim;
 3. The legal guardian, or parent (if the victim or alleged victim is a child); or
 4. Advocacy, Incorporated, only if Advocacy, Inc. represents the victim or alleged victim or is authorized by law to represent the victim or alleged victim or alleged victim (i.e. when Advocacy, Inc. suspects abuse or neglect of a person served who lacks the capacity
 5. To make decisions on his or her own best interest due to a physical or mental condition, although the person has not been determined to be legally incapacitated by a court).
- **An appeal is requested by:**
 1. Submitting a request in writing to the Director of Adult Protective Services, Texas Department of Family & Protective Services.
 2. Calling the toll free number at 1-888-778-4766.

The deadline for requesting an appeal of the finding is the 60th calendar day from the day the investigative report was signed and dated by the investigator. TDFPS may accept a request for appeal after the 60th calendar day for good cause as determined by TDFPS (for example, difficulty accessing a copy of the investigative report).

I am knowledgeable of:

- A. Acts that constitutes abuse, neglect, or exploitation of an individual as defined above.
- B. The requirement to report acts of abuse, neglect, or exploitation or suspicion of such acts to the Texas Department of Protective and Regulatory Service (TDFPS) in accordance with **1 Care Premier Services HCS Program/Premier Community Care Services THL** Program policies and procedures.
 - 1. To report to TDFPS immediately, **but not later than one hour after having knowledge or suspicion, that an individual has been or is being accused neglected or exploited.**
 - 2. **Provision of the TDFPS toll-free telephone number(1-800-252-5400) or (1-800-647-7418) and**
 - 3. To report knowledge or suspicious of abuse, neglect, or exploitation as instructed, and
- C. Methods to prevent the occurrence of abuse, neglect, and exploitation.

My signature below reflects that I have been informed by **1 Care Premier Services/Premier Community Care Services** the various forms of Abuse, Neglect, and Exploitation. Since I am aware of Abuse, Neglect, and Exploitation I am acknowledging that I will report any suspected abuse, Neglect, and Exploitation within 1 hour.

In the event actions or interventions are needed within 24 hours or less I will call toll free to:

1-800-252-5400 or 1-800-647-7418

Or use

The DFPS website: <http://www.txabusehotline.org>

TO REPORT ALLEGATIONS OF ABUSE, NEGLECT OR EXPLOITATION TO THE TEXAS DEPARTMENT OF FAMILY & PROTECTIVE SERVICES

For action or interventions needed in less than 24 hours

CALL TOLL FREE

1-800-252-5400 or 1-800-647-7418

or use

Website: <http://www.txabusehotline.org>

24 HOURS, 7 DAYS A WEEK, 365 DAYS A YEAR

Consumer

Date

LAR

Date

Provider Representative

Date

Premier Community Care Services and 1 Care Premier Services Employment Application

340 N. Sam Houston Parkway Ste. A247
 Houston, Texas 77060
 Phone 713-594-0469
 Fax 713-583-0900

Applicant Information			
Last Name	First	M.I.	Date
Street Address		Apartment/Unit #	
City	State	ZIP	
Phone	Date of Birth		
Date Available	Social Security No.	Desired Salary	
Emergency Contact		Phone Number:	
Position Applied for			
Are you a citizen of the United States?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	If no, are you authorized to work in the U.S.? YES <input type="checkbox"/> NO <input type="checkbox"/>
Have you ever worked for this company?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	If so, when?
Have you ever been convicted of a felony?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	If yes, explain

Education			
High School		Address	
From	To	Did you graduate? YES <input type="checkbox"/> NO <input type="checkbox"/>	Degree
College		Address	
From	To	Did you graduate? YES <input type="checkbox"/> NO <input type="checkbox"/>	Degree
Other		Address	
From	To	Did you graduate? YES <input type="checkbox"/> NO <input type="checkbox"/>	Degree

References	
<i>Please list three professional references.</i>	
Full Name	Relationship
Company	Phone ()
Address	
Full Name	Relationship
Company	Phone ()
Address	

Full Name	Relationship
Company	Phone ()
Address	

Previous Employment			
Company		Phone ()	
Address		Supervisor	
Job Title	Starting Salary \$	Ending Salary \$	
Responsibilities			
From	To	Reason for Leaving	
May we contact your previous supervisor for a reference? YES <input type="checkbox"/> NO <input type="checkbox"/>			
Company		Phone ()	
Address		Supervisor	
Job Title	Starting Salary \$	Ending Salary \$	
Responsibilities			
From	To	Reason for Leaving	
May we contact your previous supervisor for a reference? YES <input type="checkbox"/> NO <input type="checkbox"/>			
Company		Phone ()	
Address		Supervisor	
Job Title	Starting Salary \$	Ending Salary \$	
Responsibilities			
From	To	Reason for Leaving	
May we contact your previous supervisor for a reference? YES <input type="checkbox"/> NO <input type="checkbox"/>			

Military Service	
Branch	From To
Rank at Discharge	Type of Discharge
If other than honorable, explain	

Disclaimer and Signature
I certify that my answers are true and complete to the best of my knowledge. If this application leads to employment, I understand that false or misleading information in my application or interview may result in my release.
Signature Date

Applicant for Employment:

Print Name: _____ Certificate or License # (if applicable):

Social Security Number: _____ Date of
Birth _____ Male or Female

Signature: _____ Date:

The State of Texas prohibits the hiring of an individual who is listed in the Employee Misconduct Registry and the Nurse Aide Registry as having abused, neglected, or exploited a resident of a facility or misappropriated a resident's property.

Before you are hired, your name will be checked against the State of Texas Employee Misconduct Registry, Nurse Aide Registry and the Office of Inspector General. If you are listed on any of these registries, you may be ineligible for employment.

By signing this you are authorizing 1 Care Premier Services to run your name for any misconduct or fraud to qualify for employment.

Employer to complete:

NOTE – All registries and criminal history must be checked. (1-800-452-3934 – both registries)

Employee Misconduct Registry (mark one):

- Employee is not listed on the Employee Misconduct Registry.
- Employee is listed on the Employee Misconduct Registry as unemployable.

Nurse Aide / Certified Med Aide Registry (mark one):

- Employee is not listed on the Nurse Aide Registry.
- Employee is listed on the Nurse Aide Registry but is employable. (complete nurse aide certificate information below)
Nurse Aide's-Certified Med Aide certificate number is _____ It expires
_____ Status _____
- Employee is listed on the Nurse Aide Registry as unemployable.

Certification / License Verification:

- LVN certificate number is _____ Expiration Date _____
- RN certificate number is _____ Expiration Date _____

O.I.G. Exclusion List (mark one) (run through O.I.G. web site <http://oig.hhs.gov>.)

- Employee is not found on the exclusion list and is eligible for employment
 - Employee is found on the exclusion and is not eligible for employment
- Checked by _____ Date _____

CRIMINAL HISTORY VERIFICATION

I, _____, have been notified that a Criminal History Check will be performed by accessing the Texas Department of Public Safety Secure Website and will be based on name and DOB identifiers I supply. 1 Care Premier Services will be conducting the criminal history check for background screening and is not allowed to discuss any criminal history record information obtained using the name and DOB method. Therefore, it may be requested to enter your social security number to avoid misidentification based on the result of the name and DOB search.

**By signing this you are authorizing 1 Care Premier Services to run your criminal history report and thereafter your criminal history will be re-run annually.
(THIS COPY MUST REMAIN ON FILE BY 1 Care Premier Services)**

Signature of Applicant or Employee

Date

1 Care Premier Services, LLC.
Agency Name

Agency Representative Name

Date

**Please:
Check and Initial each Applicable
Space**

CCH Report Printed: _____
YES ____ NO ____

Initial _____

Purpose of CCH:

Hire ____ Not Hired ____

Initial _____

Date Printed: _____

Person Completing:

Retain in your files

Total Points Possible:
22 **Total**
Earned: _____
Total
Incorrect: _____
_____ % P /
F

Competency Test

Name: _____

Date: _____

1.) List four (4) types of abuse: (4 points)

2.) "The use of verbal or non-verbal expression which subjects a person to ridicule, humiliation, or contempt or is otherwise denigrating: is defined as what?

- a) physical abuse
- b) psychological abuse
- c) a and b
- d) none of the above

3.) An employee withdrew a client's funds to purchase items for the client which the client never received; no receipts were available, is an example of:

- a) exploitation
- b) denial
- c) financial fraud
- d) neglect

- 4.) A client was left unattended with feces smeared on him from 9:00 am until after 12:00 pm, is an example of:
- a) exploitation
 - b) neglect
 - c) medical malpractice
 - d) physical abuse
- 5.) Abuse should be reported when?
- a) by the next business day
 - b) within 24 hours
 - c) at staff's discretion
 - d) immediately
- 6.) If you suspect abuse, but you are not sure, then it's best to just leave it alone as not to stir up any unnecessary trouble for anyone. True / False
- 7.) Your perception of how you treat an individual you work with might be different than the way the individual perceives it. True / False
- 8.) It's acceptable to complain about your job in front of a client, as long as the client does not understand what is being discussed. True / False
- 9.) Verbal abuse by a client to a staff (i.e. swearing) constitutes an Incident report. True / False
- 10.) Client A slaps Client B on the arm, but only a small light reddish spot appears on Client B.
Staff should communicate this information by what form of documentation?
- a) an incident report
 - b) a billing note
 - c) a progress note
 - d) an investigation report
 - e) a and c
 - f) b and d
- 11.) It's ok to leave a client unsupervised in a vehicle just as long as it is less than five (5) minutes. True / False

- 12.) Mrs. Smith lives next door to the group home that John lives in. Mrs. Smith is also very good friends with John's mother. One day, Mrs. Smith sees a staff member she recognizes in a grocery store and inquires about the results of John's recent blood tests that she heard was taking place from John's mother. Staff proceeds to inform her of the results. This is acceptable because Mrs. Smith is a very close friend of the family and John's mother wouldn't mind. True / False
- 13.) Discussing a client's personal information without their written consent is a violation of what law?
a) HIPPA/Confidentiality
b) HIPPO/ It's HUGE
c) Discrimination
d) It's not against the law
- 14.) It is ok, however, to discuss a client's personal information with your friend who lives in Pennsylvania because you live in Texas and the chances of your friend ever meeting that client are highly unlikely. True / False
- 15.) When speaking to a person who is deaf, the best approach of communication is:
a) direct connection; side by side
b) speak louder
c) don't talk at all
d) direct contact; face to face
- 16.) In documentation, when an error is made you should:
a) scribble it out
b) use white out
c) re-write the correct notation in blue ink
d) place one line through the error and place your initial beside it
- 17.) It is the 2nd day of the month and there are no data sheets available. You question a co-worker and they have not seen any either. What do you do?
a) contact the Director who is responsible to make more copies
b) call the receptionist
c) create new data sheets
d) contact the coordinator who will communicate the concern to the case manager

- 18.) Who should be informed when a parent calls and wants to pick up their child for the weekend.
- a) Coordinator/Case Manager
 - b) Nurse
 - c) President of the Board/Owner
 - d) Maintenance
- 19.) If you are having difficulties with the case manager, nurse, or other staff members you should notify:
- a)The Program Director
 - b) President/Owner
 - c) Maintenance
 - d)Receptionist
- 20.) When is the only time staff may use physical contact for the purpose of behavior modification?
- a) When the client is verbally threatening staff
 - b.) when there is a threat to health/safety, an only with the use of approved physical management techniques.
 - c.) When the client expresses suicidal thoughts
 - d.) all of the above
 - e.) none of the above

PREMIER COMMUNITY CARE SERVICES

340 N. Sam Houston Parkway Ste. A247
Houston, Tx 77060
(P) 713-594-0469

Medicaid Fraud Verification, Policy and Reporting

The following has been implemented as a required step to verify that all contractors and employees have not been investigated or convicted for Medicaid fraud and as an TEXAS HOME LIVING or HCS provider; we are obligated to verify that information by:

*revisions to contract application and enrollment processes;

*revisions to Medicaid Provider Agreements (contracts) to:

Add language requiring providers to (a) screen their employees and any contractors they may utilize prior to hiring or contracting, and on an ongoing monthly basis, and (b) maintain documentation to support the checks were performed; an

*inform providers DADS will recoup for services provided by excluded parties;

*amendments to existing contracts to include the exclusion search requirement, only when an amendment is required for any other reason; and revisions to contract monitoring protocols to:

*include verification the provider has a written procedure for:

***screening all employees and contractors prior to hiring or contracting, and on a monthly basis;**

***searching both the Federal and Texas LEIE websites; and**

*reporting exclusion information to HHSC-OIG if a positive result occurs from the screening search.

*review of providers' documentation supporting monthly screenings.

- All contractors and employees will be trained on Medicaid fraud, and what constitutes fraud.

Various laws provide that individuals and entities may be excluded from participation in federal health care programs because such individuals and entities have engaged in certain activities or have been convicted of certain crimes. **These checks, both state and federally based, will be done on an ongoing, monthly basis.** Should any staff be identified in any of these categories, their employment or contract will be terminated immediately and reported to DADs as instructed.

By signing below, you are agreeing that you are not aware of being on the state or federal list and are authorizing PREMIER COMMUNITY CARE SERVICES to verify this information:

Signature of employee/contractor: _____

Date: _____

Presenter: _____

Date: _____

Premier Community Care Services and 1 Care Premier Services

Texas Home Living and HCS Service Provider
340 N Sam Houston Pkwy E, Suite 247
Houston, Texas 77060
(P) 713-594-0469 (F) 713-583-0900

COMPLAINT PROCESS

Legal Entity: Nicole LaShawn Mays

DBA: 1 Care Premier Services LLC

Contract #: 001022100

Component code: 7DR

Texas department of Family & Protective Services:

Report suspected or known abuse, neglect and/or exploitation immediately, but no later than ONE hour to

1-800-647-7418 or 1-800-252-5400

Internal Complaint Process:

You may direct all verbal or written complaints regarding program operations, services, procedures, or personnel to Nicole Mays, Program Directors. All complaints will be addressed and you will receive a formal response within 10 business days.

713-594-0469 or 832-713-4400

Office of Consumer Rights & Services:

For assistance with complaints, or rights violations contact Department of Aging and Disability Services.

1-800-252-8154

By Signing, I understand the above information has been given to me, both verbally and in writing, and that I understand who to voice a complaint or concern to, in the event I have any.

LAR/Client signature: _____

Date: _____

Presenter Signature: _____

Date: _____

**PREMIER COMMUNITY CARE SERVICES AND
1 CARE PREMIER SERVICES**

HCS Program and Texas Home Living

PROTECTION OF CLIENT CONFIDENTIALITY

This information has been disclosed to you from records whose confidentiality is protected By Federal Law. Federal Regulations prohibit you from making any further disclosure of it without the specific written consent of the person to whom it pertain, or as otherwise permitted by such regulations. A general authorization for release of medical or other information is not sufficient for this purpose.

Client confidentiality has been explained to me and my signature below evidences my understanding and agreement not to release or disclose protected information regarding any consumer to a third party.

Name

Date

Witness