



**ASIAN-AMERICAN HOME HEALTH CARE SERVICES, INC.**

225 University Ave W Suite 123B  
St Paul, MN 55103

Phone: (651) 641-8660 Fax: (651) 641-8652

**JOB APPLICATION: PLEASE PRINT OR TYPE**

First	Middle	Last	Birth date	
Address:		City	State	Zip
Phone #:	SSN:	Driver License #	State	

**EDUCATION:**

Name	City/State	Years	Date
High School			
College			
Other Education			

Have you ever worked as a: PCA:  Homemaking  Companionship

**EMPLOYMENT HISTORY:**

1. Employer:		Phone number	
From:	To:	Position or Title:	Reason for leaving:
2. Employer		Phone number	
From:	To:	Position or Title:	Reason for leaving:
3. Employer:		Phone number	
From:	To:	Position or Title:	Reason for leaving:

Days available to work (including weekends):	Are you available on short notice? Yes:	No:
Available hours? From: To:	Will you want extra hours? Yes:	No:

**REFERENCE INFORMATION:**

1. Name:	Phone number
2. Name:	Phone number

First emergency contact:	Phone number
Second emergency Contact:	Phone number

I declare that all information provided is true and complete. My signature on this document provides permission to contact my references for more information and conduct a criminal background check if necessary.

Employee Signature:	Date:
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**FOR OFFICE USE ONLY**

Interview by:	Approve:	Date:
Start date:	Start salary/wage:	

# Asian American Home Healthcare Services

POLICES AND PROCEDURES	COMPLETED	QUESTIONS OR CONCERNS
HIRING & SCREENING EMPLOYEES		
BACKGROUND STUDY		
STAFF TRAINING & SUPERVISION		
SERVICE DELIVERY		
EMPLOYEE MISCONDUCT		
MISSING WORK		
EMPLOYEE PERFORMANCE		
INDIVIDUAL GRIEVANCES		
DISCIPLINARY ACTION		
INDIVIDUAL & EMPLOYEE SAFETY		
PREVENTION OF ILLNESS & COMMUNICABLE DISEASES		
REGARDING REQUEST TO DISCONTINUE LIFE SUSTAINING SERVICES		
CAREGIVER HOUR LIMIT		
SERVICE VERIFICATION		
OVERTIME		
MALTREATMENT OF MINOR		
MALTREATMENT OF ADULT		

## **ACKNOWLEDGEMENT**

I acknowledge all Policies and Procedures checked have been reviewed and discussed with me by staff at Asian American Home Healthcare Service, Inc.

**Recipient's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Office Staff Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Asian American Home Healthcare Services

## PCA Fraud Agreement

Individual PCA:

Telephone Number:

Agency Representative:

Agency Telephone Number: (651) 641-8660

The following document is to ensure proper record keeping of PCA services rendered to recipient. It is the responsibility of all parties to ensure the quality of the services meets the requirements set forth in the Care Plan and the Service Agreement. Proper record keeping by the PCA in the PCA Timesheet Template will facilitate proper care, optimum growth and development of the recipient. The Recipient is responsible as well to signing off only on services provided by the PCA. Agency managerial staff will also check for discrepancies in the timesheets.

State and federal laws require us to keep accurate records of the time worked by Personal Care Assistants. Only accurate records of PCA services can be billed. Fraudulent billing will not be tolerated. Any falsifying of timesheets is punishable up to termination. By law our agency is required to report fraudulent documents. Any false billing, over one minute or one hour, still is punishable by law as a felony.

### **Practices to Ensure Validity of Documents:**

The Personal Care Assistant will follow direction per the recipients' service agreement and ensure that the following occur:

1. Employees meet Service Agreement expectations and implement the individual's care plan as written and instructed by the Qualified Professional.
2. Any falsifying of documentation will result in a strike.
3. Any documents that do not meet the standards prescribed per statute will not be accepted.
4. Recipient can only sign off at end of shift.
5. Managing staff will check for errors in timesheets.
6. Employees must submit their time sheets to the main office by Wednesday of the week that it is due. Any time sheets faxed must also be mailed by the end of the month.
7. Timesheets must be properly signed by the PCA and the recipient when turned into the office.
8. Timesheets that are falsified will not be accepted.
9. Timesheets must be signed in accordance with the day services are rendered.
10. Timesheets not turned in at a timely manner will not be billed.
11. Timesheets should reflect the activities done for the day.
12. If recipient does not request for services then PCA will not provide services.

By signing this agreement all parties acknowledge complying with practices and following necessary laws in order to avoid fraud.

Individual PCA Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Agency Representative/Title: Date: \_\_\_\_\_

# Asian American Home Healthcare Services

## CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

This Confidentiality and Non-Competition Agreement is Made This: \_\_\_\_\_ (date)

between Asian American Home Health Care Services, Inc., a Minnesota corporation (Employer),

and \_\_\_\_\_ (Employee)

### RECITALS

- A. As an Employee of Employer, Employee acknowledges that he/she will be employed in a position of trust and confidence and will have access to and will become familiar with the services, methods, pricing, and procedures used by Employer.
- B. Employee acknowledges that Employer has expended significant time and money on promotion, advertising and development of goodwill and a sound business reputation. Employer has developed a list of customers and has spent time and resources to learn the customer's needs for Employer's services. Employer has also expended effort to discover likely future customers. All of the foregoing are valuable, special, and unique assets of Employer's business. Employee acknowledges that the Employer's customer lists, including future changes to the customer lists, are confidential information which should not be disclosed to persons outside of Employer's organization or used by Employee for his/her own benefit or the benefit of other persons or entities.
- C. Employee recognizes that the disclosure to or use by third parties of any of Employer's confidential or proprietary information, trade secrets, or Employee's unauthorized use of such information would seriously harm Employer's business and cause monetary loss that would be difficult, if not impossible, to measure.
- D. Employee wishes to be employed by the Employer whereby he/she receives access to confidential information and existing and prospective customers.

WHERE, in consideration of the foregoing Recitals, the employment given to Employee by Employer, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Independent Consideration** Employee acknowledges that Employer's offer of at-will employment was and is expressly conditioned upon Employee's acceptance of the terms of this Agreement. Employee enters into this Agreement in consideration for Employer's offer of at-will employment and in consideration for the terms and conditions hereof.
2. **Confidential Information** "Confidential Information" means information belonging to Employer of

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a special and unique nature and value, including, but not limited to, such matters as Employer's personnel and compensation information; accounts; trade secrets; procedures; manuals; financial and sales data; supply sources and resources; contracts; price lists; accounting and bookkeeping practices; office policies and practices; financial information; marketing plans; confidential reports; customer lists and contracts; customers' needs for Employer's services; litigation and other legal matters.

Employee acknowledges that Employer has taken reasonable measures to preserve the secrecy of its Confidential Information including, but not limited to, requiring Employee to execute this Agreement. Regardless of the reason for termination of Employee's employment, Employee will not, during or after terms of employment, disclose Employer's Confidential Information which Employee may learn or acquire during his/her employment to any other person or entity or use said Confidential Information for Employee's own benefit or for benefit of another. Regardless of the reason for termination of Employee's employment, if either Employee or Employer terminate the employment relationship, Employee will immediately deliver to Employer all property and Confidential Information, including originals and copies of business forms, computer files, diskettes, manuals, including training materials, customer lists, financial information, computer equipment, and all other materials in Employee's possession or control which belong to Employer or contain information subject to this Agreement.

### 3. **Competition Restrictions.**

#### (a) **Full-Time Commitment.**

During the period of the employment relationship, Employee will devote his/her full-time and energy to furthering Employer's business and will not pursue any other business activity without Employer's written consent.

#### (b) **Post-Employment Restrictions.**

During the term of his/her employment, and for a period of three(3) years after termination of employment, regardless of the reason for termination of Employee's employment, Employee will not, anywhere within the Counties of Ramsey, Hennepin, Anoka, Washington, Dakota, or Scott, within the State of Minnesota, directly or indirectly, personally engage in, nor shall Employee own, manage, operate, join, control, consult with, participate in the ownership, operation or control of, be employed by, or be connected in any manner with any person or entity which solicits, offers, offers to provide, or provides any services similar to those which Employer offers to:

- (1) Any customer with whom Employee (or other employees or agents under Employee's supervision) has had contact or for whom Employee (or other employees or agents under Employee's supervision) has performed services during the term of Employee's employment; or
- (2) Any prospective customer who has been solicited by Employer or who has approached Employer and with whom Employee (or any other employees or agents under Employee's supervision) has performed services during the term of Employee's employment.

In the event Employee's Employment is involuntarily or voluntarily terminate, and during the three (3)

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year non-competition period, Employee wishes to obtain other employment, Employee agrees to meet and confer in good faith with Employer prior to accepting such employment. Employee will provide Employer with the name of any potential future employer and agrees to provide said potential employer with a copy of this Agreement to said potential employer.

(c) Workforce Protection

Employee will not, during the term of his/her employment, and for a period of three (3) years following the termination of said employment, regardless for the reason for termination of Employee's employment, directly or indirectly hire any of Employer's employees, or solicit any of Employer's employees for the purpose of hiring them or inducing them to leave their employment with Employer, nor will Employee own, manage, operate, join, control, consult, consult with, participate in the ownership, management, operation or control of, be employed by, or be connected in any manner with any person or entity which engages in the conduct proscribed by this paragraph during the term of Employee's employment and for a period of three (3) years following the termination of said employment.

4. **Stipulated Reasonableness** Employee acknowledges that the nature of Employee's position, the period of time necessary to fill Employee's position in the event Employee's employment is terminated, the period of time necessary to allow customers of Employer's business to become familiar with Employee's replacement in the event Employee's employment is terminated, and the period of time necessary to obliterate the identification between Employer and Employee in the minds of Employer's customers, reasonably requires that the three(3) year non-competition period be imposed hereunder for the protection of Employer's investment in its business. Employee further agrees the restrictions contained in this Agreement shall apply no matter how or why his/her employment terminates and regardless of whether the termination is voluntary or involuntary. Employee further agrees that the restrictions contained in this Agreement shall survive the termination of his/her employment.

5. **Remedies** Employee acknowledges and agrees that his/her breach of this Agreement would cause irreparable harm to Employer, and that such harm may not be compensable entirely with monetary damages. If Employee violates this Agreement, Employer may, but shall not be required to, seek injunctive relief and/or any other remedy allowed at law, in equity, or under this Agreement. Any injunctive relief sought by Employer shall be in addition to and not in limitation of any monetary relief or other remedies or rights to which Employer is or may be entitled at law, in equity, or under this Agreement. In connection with any suit at law or in equity by Employer under this Agreement, Employer shall be entitled to an accounting, and to the repayment of all profits, compensation, commissions, fees, or other remuneration which Employee or any other entity or person has, either directly or indirectly, realized on its behalf or on behalf of another and/or may realize, as a result of, growing out of, or in connection with the violation which is the subject of the suit. In addition to the foregoing, Employer shall be entitled to collect from the Employee any reasonable attorney's fees and cost incurred in enforcing its rights against Employee, whether or not suit is actually commenced, or otherwise to enforce the terms of this Agreement, as well as any attorney's fees and costs for the collection of any judgment in Employer's favor arising out of this Agreement.

6. **Judicial Modification** If any one or more of the terms of this Agreement are deemed to be invalid or unenforceable by a court of law, the validity, enforceability, and legality of the remaining

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provisions will not, in anyway, be affected or impaired thereby; and, notwithstanding the foregoing, all provisions of this Agreement shall be enforced to the extent that is reasonable as determined in Ramsey County District Court.

7. **Non-Waiver** Employer's decision to refrain from enforcing a breach of any part of this Agreement (or Employer's settlement to any claims for breach) will not prevent Employer from enforcing the Agreement as to any other breach of this Agreement that Employer discovers and shall not operate as a waiver against any future enforcement of any part of this Agreement, any other agreement with Employee, or any other agreement with any other employee of Employer.

8. **Assignment** This agreement may be assigned by Employer.

9. **Choice of Law/Forum** This agreement shall be construed and determined according to the laws of the State of Minnesota, and any disputes arising out of this Agreement shall be determined in the appropriate County District Court. The parties acknowledge the existence of sufficient contact to the State of Minnesota and Ramsey County to confer jurisdiction upon that court.

10. **At-Will** Nothing in this Agreement is intended to provide nor shall this Agreement provide Employee with any contractual rights to employment for any period of time. Employee acknowledges that his/her employment relationship with Employer is at will.

# MINNESOTA HOMECARE BILL OF RIGHTS

## Statement of Rights

A person who receives home care services has these rights:

1. The rights to receive written information about the rights in advance of receiving care or during the initial evaluation visit before the initiation of treatment, including what to do if the rights are violated;
2. The right to receive care and services according to a suitable and up-to date plan, and subject to accepted medical nursing standards, to take an active part creating and changing the plan and evaluating care and services;
3. the right to be told in advance of receiving care about the services that will be provided, the disciplines that will furnish care, the frequency of visits proposed to be furnished, other choices that are available, and the consequences of these choices including the consequences of refusing these services;
4. The right to be told in advance of any change in the plan of care and to take an active part in any change;
5. The right to refuse services or treatment;
6. The right to know in advance limits to the services available from a provide, and the provider's grounds for a termination of services;
7. The right to know, in advance of receiving care whether the services are covered by health insurance, medical assistance, or other health programs, the charges for services that will not be covered by Medicare, and the charges that the individual may have to pay;
8. The right to what the charges are for services, no matter who will be paying the bill;
9. The right to know that there may be other services available in the community, including other home care services and providers, and to know where to go for information about these services;
10. The rights to choose freely among available providers and to change providers after services have begun. Within the limits of health insurance, medical assistance, or other health programs;
11. The right to have personal, financial, and medical information kept private, and to be advised of the provider's policies and procedures regarding disclosure of such information;
12. The right to be allowed access to records and written information from records in accordance with section 144.355;
13. The right to be served by people who are properly trained and competent to perform their duties;
14. The right to be treated with courtesy and respect, and to have the patient's property treated with respect;
15. The right to be free from physical and verbal abuse;
16. The right to be reasonable, advance notice of changes in services or charges;
17. The right to a coordinated transfer when there will be a change in the provider of services;
18. The right to voice grievances regarding treatment or care that is, or fails to be, furnished, or regarding the lack of courtesy or respect to the patient or the patient's property;
19. The right to know how to contact an individual associated with the provider who is responsible for handling problems and to have the provider investigate and attempt to resolve the grievance or complaints
20. The right to know the name and address of the state or county agency to contrast for additional information or assistance and :
21. The right to assert these rights personally, or have them asserted by the patient's family or guardian when the patient has been judge incompetent, without retaliation.

THESE RIGHTS ARE ESTABLISHED FOR THE BENEFIT OF PERSONS RECEIVING HOME CARE SERVICES. IF YOU HAVE A COMPLAINT ABOUT THE AGENCY OR PERSON PROVIDING YOU HOME CARE SERVICES, YOU MAY CALL, WRITE, OR VISIT THE OFFICE OF HEALTH FACILITY COMPLAINTS, MINNESOTA DEPARTMENT OF HEALTH. YOU MAY ALSO CONTACT THE OMBUDSMAN FOR OLDER MINNESOTANS.

**Office of Health Facility Complaints**

(612) 643-2521 or 1 (800) 369-7994

Mailing address:

Minnesota Department of Health

Office of Health Facility Complaints

393 North Dunlap Street

P.O.Box 64970

St. Paul, Minnesota 55164-0970

or

or

**Office of Ombudsman for Older Minnesotans**

(612) 296-0382 or 1 (800) 657-3591

Home Care Ombudsman

Office of Ombudsman

Minnesota Board of Aging

444 Lafayette Road

St. Paul, Minnesota 55155-3843

License Name: <b>Asian-American Home Health Care Services, Inc.</b>	Address <b>225 University Avenue W Suite 123B                  St Paul, MN 55103</b>
Telephone Number: 651-641-8660 or 651-442- 5022	Name and/or Title of person to whom problems or Complaints may be directed: <b>William N. Vang</b>

If Client has RP:

Client Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**I have been provided with a copy of the Home Care Bill of Rights. I have read the Bill of Rights or had it explained to me. I understand the Bill of Rights and have had a chance to have all of my questions answered**

Date: \_\_\_\_\_ Client Signature: \_\_\_\_\_

# Asian American Home Healthcare Services

## INITIATION ORIENTATION

Employee name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

1. I have received a copy of the Home Care Bill of Rights.
2. The following policies have been explained to me: Employee Misconduct, Hiring and Screening of Employees, Individual and Employee Safety, Individual Grievances, Prevention and Control of Communicable Diseases, Service Delivery, and Staff Training.
3. I have received an explanation on how to complete and submit time sheets.
4. I have received a copy of the Policy and Procedure on Individual Grievances.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agency Representative: \_\_\_\_\_ Date: \_\_\_\_\_