

ACKNOWLEDGEMENT OF MANDATED REPORTER STATUS

I, _____, understand that when I am employed
(Employee Name)
as a _____.
(Type of Employment)

I am a mandated reporter pursuant to § 63.2-1606 of the Code of Virginia. This means that I am required to report or cause a report to be made to Virginia Adult Protective Services (APS), Child Protective Services (CPS), or the appropriate local department of social services whenever I have reason to suspect that an adult aged 60 or over, an incapacitated adult age 18 and over, or a child under 18 years old and who is known to me in my professional or official capacity may be abused, neglected, or exploited. I understand that I must follow the reporting protocol, if any, of my employer, but my employer may not prohibit me from reporting directly to APS or CPS.

I understand that if I suspect the death of an adult age 60 or over, an incapacitated adult age 18 and over, or a child under age 18 occurred due to abuse or neglect, I must report the death to the medical examiner and the law enforcement agency in the locality in which the death occurred.

I understand that I am immune from civil or criminal liability on account of any reports, information, testimony, and records I release if the report is made in good faith and without malicious intent. My identity will be held confidential unless I authorize the disclosure or disclosure is ordered by the court.

I understand that if I fail to make a required report of suspected adult or child abuse, neglect, or exploitation, immediately upon suspicion, I may be subject to a civil money penalty imposed by the Commissioner of the Department of Aging and Rehabilitative Services or the Commissioner of the Department of Social Services. If I am a licensed, certified, or regulated by a health regulatory board, I may be subject to administrative action or criminal investigation by the appropriate licensing, regulatory, or legal authority.

I understand that there is no charge when calling the APS Hotline number (1-888-832-3858) or CPS Hotline number (1-800-552-7096) and that the Hotline operates 24-hours per day, 7 days per week, 365 days per year.

I affirm that I have read this statement and have knowledge and understanding of the reporting requirements, which apply to me pursuant to § 63.2-1606 of the Code of Virginia.

Signature of Contractor

Date



Contractor Name: _____
Print Name

CELLULAR PHONE USE

Charity Care Does Not permit contractor's while on company time to talk on the cellular phones while driving a vehicle. This is very dangerous and should be avoided any time. It is mandatory that I must pull over and stop my vehicle each time I conduct agency business per cellular phone.

The agency is not responsible for any moving violations, accidents or other incident that may occur while I am using my cellular phone and driving.

I have read and understand the above information of the agency regulation regarding cellular phone use and I will comply.

Contractor Signature

Date

Agency Representative

Date

Charity Care

"Charity Never Fails" 1 COR. 13:4-8

Non-Emergency Transportation Services · Home Health Care

1637 Independence Blvd., Suite B, Virginia Beach, VA 23455

Agency Phone: (757)226-9916 Agency Fax: (757) 512-8802

www.charitycaregroup.org

Client / Patient Rights & Responsibility

Clients / Patients have the right to:

1. Be cared for by properly trained and competent individuals.
2. Be treated with courtesy, dignity, and respect.
3. Be spoken to or communicated with in a manner or language they can understand.
4. Assured confidential treatment of their medical and financial records as provided by law.
5. Receive privacy and confidentiality in regards to their health, social, and financial circumstances, as well as what occurs in their homes as provided by law and Charity Care Home Health policies.
6. Be free from mental and physical abuse, neglect, and property exploitation.
7. Have the right to participate in the planning of their care, including the right to refuse services.
8. Be free to voice grievances and complaints related to Charity Care Home Health services without fear of reprisal.
9. Be dealt with in a manner that recognizes their individuality and is sensitive to and responds to their needs and preferences.
10. Receive services without regard to race, color, age, sex, sexual orientation, creed, religion, disability, or cultural factors.
11. Be informed of the laws, rules, and policies, affecting the operation of Charity Care Home Health.
12. Be provided with advance directive information prior to the start of services.
13. Provide input on which home attendant they want and to be informed of who the home attendant is and their supervisor.
14. Be informed of Charity Care Home Health's Code of Ethics and Unstable Health Conditions policy.
15. Charity Care Home Health Inc. will only release information about the patient if given authorization by the patient or required by law.
16. Be advised, before care is initiated, that payment for Charity Care Home Health services is expected from Medicaid, if patient is eligible. Patients ineligible for Medicaid are considered self-pay and are responsible for payment of services out of their pocket.
17. Be advised orally and in writing of any changes in fees for services that are the patient's responsibility. Charity Care Home Health shall advise the client of these changes as soon as possible, but no later than 30 calendar days from the date Charity Care Home Health Inc. became aware of the change.
18. Be informed of Charity Care Home Health's discharge or termination of services policy.
19. Be given at least five days written notice when Charity Care Home Health determines to terminate services.

Contractor Signature

Date

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CONFIDENTIALITY OF INFORMATION AGREEMENT

CONTRACTOR NAME: _____
PRINT NAME

Confidentiality of Information

- All information designated confidential that is obtained or generated as a result of any or all of the operations of the agency will be dealt with in a confidential manner.
- All information gathered, maintained or stored by the agency becomes the agency's property and cannot be released without proper authorization from the administration.
- Altering information is prohibited by the agency and by law. Correction of any identified erroneous information must be done according to agency policy.

WHAT WE CAN DO TO MAINTAIN CONFIDENTIALITY OF INFORMATION

- In order to protect any individual from invasion of privacy and to protect the interest of the agency, any information gathered for patient care or operations will be gathered, maintained and stored in such a manner as to assure confidentiality.
- Access to information will be limited to a need to know basis to perform the scope of one's duties and responsibilities.
- Dissemination of information will be handled according to agency policy, and staff will be informed during orientation, will sign the confidentiality statement and it will be placed in the employee's file.
- Proven violation of breach of the confidentiality agreement may be cause for immediate termination.

I understand that I am responsible for the following this Confidentiality Policy Agreement & the Guidelines, both written and verbal.

Contractor Signature

Date

Charity Care 

"Charity Never Fails" 1 COR. 13:4-8

Non-Emergency Transportation Services-Home Health Care

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Name of Contractor: _____
Print Name

DISCLAIMER AND WAIVER OF LIABILITY

I acknowledge and will adhere to the rules and regulations as set forth by the Office of Licensing and Certification and Medicare and Medicaid. I understand that the falsification of documents, particularly those pertaining to the submission of visit notes where in fact no visit was made, is considered to be fraud and is subject to filing of a criminal grievance, civil and/or criminal prosecution, and immediate termination. I therefore hold Charity Care agency, its shareholders, directors and officers, harmless from any falsified documents.

I have read and understand the above information. I understand that the falsification of documents, particularly those pertaining to the submission of visit notes where in fact no visit was made, is considered to be fraud and is subject to filing of a criminal grievance, civil and/or criminal prosecution, and immediate termination.

Contractor Signature

Date

Agency Representative

Date

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CONTRACTOR DRESS CODE

Contractor Name: _____ Date: _____
Print Name

Charity Care strives to present a professional and safe health care image to patients' families, the community, and other Health Care professionals. Charity Care staff members adhere to the following standards in their dress appearance.

1. All staff will wear an approved Charity Care name badge when providing patient care.
2. Clothing shall be clean, neat, and well maintained.
Allowed Clothing: Loose comfortable scrubs with company embroidered uniform top. Appropriate undergarments should be worn.
Not Allowed: Miniskirts, short shorts, tank tops, halter-tops, midriffs, cut offs, jeans or T-shirts.
3. Shoes should be conservative and comfortable. We encourage closed toed shoes for personal safety and infection control while providing patient care. No flip-flops or thong sandals.
4. When attending school with a patient, the employee will be provided with a copy of the school dress code and must adhere to it.
5. Nurses should keep a clean lab coat available to wear over their clothes when accompanying patients to any medical appointment. (These may be unexpected).

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Contractor Name: _____ Date: _____
Print Name

6. Charity Care employees will try to meet the requests of parents or primary caregivers within reason.
7. Employees/contractors are expected to keep their hair dry, neat, clean and of natural hair color. Long hair must be styled so it does not come in contact of the patient. Mustaches and beards must be clean and trimmed.
8. Perfume should be conservative. Strong odors can be offensive to patients.
9. Jewelry represents a safety hazard, so it must be worn with discretion, i.e. wedding rings, rings without large mountings, small earrings or studs. Visible piercing, except for earrings, should be removed when providing patient care. Both professionalism and safety should be considered when wearing jewelry. Facial piercings or prohibited while on duty.
10. Fingernails are to be kept clean, trimmed, and neutral in color and moderately short for patient safety.

*** If an employee/contractor is sent home to change clothes due to inappropriate attire, the employee/contractor will be sent home on his/her own time and may result in disciplinary action.**

*** Interpretation of compliance to this dress code policy is subject to the discretion of the Administrator, DOSS, or acting supervisor.**

Signature

Date

Charity Care 

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Contractor Name: _____
Print Name

HEALTH & SAFETY AGREEMENT

I do understand the physical requirements of my job and understand proper lifting and moving techniques, which I am expected to use in moving and lifting objects and/or patients.

I have been informed and do fully understand that any injury claimed by me while on the job must be reported immediately to my supervisor and documented on an Accident/Incident Report form. I understand that unless an incident report is completed immediately and signed by me, the agency may not consider a voluntary payment of any medical bills or any other benefits as a result of my injury. I further understand that if the accident/injury is proven to be a result of my failing to follow policy/procedure, the agency may not be expected to cover medical payments.

I do fully understand that I am not encouraged to lift or transfer any object or patient by myself unless I know that I can safely lift or transfer alone. If I believe there is no one readily available to assist me in lifting or moving patients or equipment while on duty, I am to wait until I can obtain assistance before moving or lifting.

I have had the opportunity to review and have all questions answered regarding *Health & Safety*.

Contractor Signature

Date

Agency Representative

Date

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www.charitycaregroup.org

NON-COMPETE AGREEMENT

As an employee of Charity Care, the contractor acknowledges that they will be in receipt of confidential information. This information shall include but not be limited to, procedures manuals, in-house policies, patient lists, patient's medical records, financial information and billing records, certifications and applications, actual and prospective markets an patient's, business plans and marketing strategies, customer lists, sales and marketing data, operating systems, income statements, asset and liability information, financial projections and any other confidential information gathered, revealed, acquired or generated by or for Charity Care. Each contractor shall protect and hold in confidence the confidential information to anyone except with the express written consent of Tracy Jones, Administrator. The contractor acknowledges and understands the competitive sensitivity of the confidential information and the potential for significant material harm that could result to Charity Care in the event that confidential information is disseminated to others, in particular competitors. Therefore, the contractor agrees that the appropriate remedy would be an immediate injunction against the violating employee in joining and prohibiting the use and continued dissemination of the confidential information. Further, each contractor agrees that the dissemination of the confidential information would cause damages for which damages could not be readily ascertained and would constitute a breach of duty owed by the contractor to Charity Care Each contractor agrees to pay Charity Care in any action to enforce this confidentiality agreement or cost of litigation, including attorney's fees and other damages found by the trier of fact.

As consideration for contracting and for the release of this confidential information, contractor agrees not to compete against Charity Care or to utilize any of the confidential information for a period of two (2) years from the date of their contract terminated with Charity Care. This Non-Compete Agreement shall be limited to Virginia Beach City and contiguous counties. This Non-Compete Agreement is not intended to prohibit contractor from working as a nurse, therapist or other position in the health service industries but is intended to prohibit contractor from working with a competitor of Charity Care in the home health and NEMT industry and utilizing any of the confidential information of Charity Care or contacting any of Charity Care patients. Contractor agrees and warrants that they will not contact, engage, discuss, negotiate or contract with any vendor, patient or family member of a patient for those purpose of developing or promoting home health care or NEMT services of said patient. All parties acknowledge that this confidential information is of a proprietary nature to Charity Care and if the confidential information was revealed to the general public or to a competitor, the revelation would destroy or impair the expected success of Charity Care.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE SUBMITTED TO ARBITRATION BEFORE ONE (1) ARBITRATOR IN VIRGINIA BEACH, VIRGINIA, IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY ANY COURT HAVING JURISDICTION THEREOF. ARBITRATION SHALL BE THE EXCLUSIVE, FINAL AND BINDING METHOD OF RESOLUTION OF ANY CLAIM OR CONTROVERSY BETWEEN Charity Care AND CONTRACTOR ARISING FROM THIS AGREEMENT.

I HAVE READ AND UNDERSTAND THE ABOVE AND WILL COMPLY WITH THIS AGREEMENT.

Contractor Name

Date

Agency Representative

Date

Charity Care 

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NAME OF CONTRACTOR: _____
Print Name

POLICIES & PROCEDURES ORIENTATION ACKNOWLEDGEMENT

I acknowledge that I have been oriented to agencies Policies and Procedures Manual and agree to follow all guidelines, both written and verbal. I understand that, if the guidelines, policies and procedures are not followed, that I may be immediately terminated. I also had the opportunity to ask questions regarding the Policies and Procedures Manual and I know where it's located for future reference.

Contractor Signature

Date

Agency Representative Signature

Date

Charity Care

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Contractor Name: _____

Print Name

SEXUAL HARASSMENT

Charity Care does not tolerate **Sexual Harassment**, as it is a form of gender-based discrimination.

Definition:

Under Title VII of the Civil Rights Act of 1964, any type of discrimination based on an individual's gender (male or female) is illegal. Sexual harassment is considered to be a form of gender discrimination. According to the Equal Employment Opportunity Commission, sexual harassment is "unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when submission to the conduct enters into employment decisions and/ or the conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment."

The Agency will not tolerate any form of sexual harassment from any of its employees. The Agency encourages that any behavior which could be construed as sexual harassment be reported immediately to the supervisor and/ or Administrator. There is no need to fear retaliation. Both females and males can be sexually harassed when exposed to unwelcome sexual advances or to a pattern of verbal abuse, threatening, crude, impolite, or unprofessional conduct.

- Quid pro quo sexual harassment is also against company policy.
- The Agency encourages and urges an CONTRACTOR to come forward and discuss any sexual harassment that may have occurred with an Administrator.
- Every complaint will be taken seriously and investigated immediately. Investigations will be documented.
- Any employee involved in a sexual harassment complaint will have a full opportunity to give a full account of their recollection of the incident or incidents.
- The incident(s) will be investigated thoroughly and appropriate action will be taken.

Contractor Signature

Date

Charity Care Group
dba
Charity Transport, LLC and Charity Care Home Health
Norfolk, VA 23502
(757)-226-9916

WEB: www.charitycaregroup.org EMAIL: info@charitycaregroup.org



1/29/2024

Fleet Operator Policy Effective February 1, 2024

Our Linxup system provides real-time violations occurrence. A point system will now be implemented to ensure additional safety for our clients

Policy – Fleet Operators will incur no more than 5 violations in one driving period. Doing so will result in a fine of \$5.00 initially and each violation thereafter will be deducted from any pending reimbursements.

Points will be implemented for Driving violations that will accumulate to tally at the end of the day. Upon points accumulating to 10 or more, the Fleet Operator will be immediately removed from the schedule at the discretion of the Fleet Operations Director.

i.e. Seat Belt violation = 2 points, Impact Violation = 4 points, Cell Phone Violation = 4 points, etc.

Procedure- Fleet Operator Notified in writing and acknowledged in orientation via Whip Around

Per Occurrence or Fine Implementation, Written notice will be issued to the Fleet Operator.

Sincerely,

Management



Network Operations & Administrative Director

Executive Operations

Charity Transport, LLC

Norfolk, VA 23502

Office (757)-226-9916

Direct Mobile (757)-708-4671

Fax (757)-512-8802

Direct Email: tracyj.ctl@gmail.com

Business Email: info@charitycaregroup.org

Website: www.charitycaregroup.org

CONTRACTOR SIGNATURE: _____

Charity Care

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TABLET USER AGREEMENT

1. I understand that I am responsible for the tablet that has been provided to me as well as all of the components and accessories while it is in my possession.
2. I understand that the tablet is the private property of Charity Care and shall not be used for any personal use whatsoever. This includes watching movies, playing games, streaming videos, and downloading music.
3. I understand that I am not permitted to tamper with the hardware or existing software.
4. I understand that no one else is permitted to use the tablet that has been assigned to the patient.
5. I understand that I will be responsible for the replacement of lost tablet, or a tablet that is returned to damaged or with missing components. The cost for such replacement is \$800.00. Damaged component will incur the cost of replacement parts plus replacement labor cost.
6. Items being issued are tablet # _____, serial # _____, otter box protective cover, and charger.
7. Upon separation with Charity Care or when Charity Care wants the tablet and accessories to be returned I will return all item.

Contractor/Patient/Caregiver Signature: _____ Date: _____

Witness signature: _____ Date: _____

Charity Transport LLC

Non-Emergency Transportation Services

Charity Never Fails 1Cor 13:4-8

Fleet Operator Employment Description

Policy Implementation

- ❖ As of 12/4/2014 -No Call No Show will result in **FINE** deduction to satisfy up to and including all no call/no show days in the amount of pate rate and or Trip reimbursement amount assigned
 - ❖ As of 12/10/2014-Any uniform inspection failure i.e. missing Badge, Shirt, will result in **FINE** deduction of \$25.00
 - ❖ As of 2-27-2015 -Any Fines and liquidate damages incurred from Brokers will be **FINE** deducted from pending **pay IN THE AMOUNT FINED** from what is to be issue to driver i.e., late arrival, no show, driver inspection missing uniform wear, etc
 - ❖ As of 2-27-2015- All Payroll Payment will be Direct Deposit with a Skip of 3/13/2015 Payment to resume on 3/20/2015 and every other week proceeding.
 - ❖ As of 3-2-2015 – Incomplete / Inaccurate / Lost trip logs will now result in **FINE** deduction beginning @ \$1.00 per occurrence including and up to full cost of Trip Reimbursement on Trip Log.
 - ❖ As of 05/01/2016 – Clock in Now requires completed Pre-Trip Inspection and the Vehilce Plate # and Mileage sent via WhipAround – NO CLOCK-in/ NO PAY
 - ❖ As of 05/01/2016 – Every Month between the 1st and 7th of the month Vehicles must be taken to American Transmission Center for Vehicle inspection and Family Car WASH for detail wash (during know downtime, please advise supervisor of time used) Make Sure to send copy of receipt to WhipAround and submit hard copy to office.
 - ❖ AS of 05/01/2016- GAS RECEIPTS require proper completion or Fine in the amount of receipt will occur. Maximum of \$20 daily without prior approval
NO Fueling in fuel gauge is above 4/8.
Receipt requires Vehicle VIN, Mileage, Fuel Gauge & Driver Signature
 - ❖ As of 05/01/2016 – SCHEDULES are due EVERY 2nd and 4th SATURDAY MONTHLY!
NO Mondays can be requested off
EVERY other Saturday is Mandatory Scheduling 2nd 4th.
 - ❖ As of 10/26/2016 – In the event you show up late or not at all for a scheduled shift you have chosen your rate of pay for a duration of the proceeding 2 weeks or 14 working days/and or shifts will be reduced to a maximum of \$45.00 daily with no eligibility for bonuses or tips they will be returned to the client.
- * As of 1/1/2024- Uniform and Badge Required Daily - Uniform Shirt or Jacket, Khaki Pants, Upon separation of any nature Logo Uniform is Property of Charity Transport and required to be returned immediately upon request. FO subject to Fines, Payment Withholding and Prosecution for theft if violated. Black Closed Toed Shoes, Mechanic Gloves whenever Utilizing Wheelchair or Stretcher Securements
- * As of 1/1/2024- Policy Update changes will include update on WhipAround Fleet Operator Orientation Checklist App

Fleet Operator
Printed Name: _____/Date: _____

Fleet Operator
Signature: _____/Date: _____

Orientator: _____/Date: _____

Signature: _____/Date: _____