



We are your personal in-home concierge

EMPLOYMENT CHECKLIST

<i>Bring to Interview (signed and dated)</i>	
TECS Application	
TECS Job Description	
TECS Cell phone policy	
TECS Smoking/Drugs/Alcohol policy	
TECS Confidentiality form	
TECS Policy & Procedures	
TECS Employee Reference Form	
TECS Authority for Release of Information	
TECS Non-Compete agreement	
Social Security Card (photocopy)	
NC Driver's License (photocopy)	
<i>Required for employment</i>	
TB Skin Test (photocopy)	
CPR certificate (photocopy)	
Employee Acknowledgements (handbook)	
TECS 1099 contract agreement & worksheet	
Federal W-9 form	
OFFICE USE	
NC Registry	
Background check	
Drug Test results	



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APPLICATION FOR EMPLOYMENT

APPLICANTS WILL BE DRUG TESTED

Date: _____

Last Name: _____ First: _____ MI: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Mobile: _____

Date of Birth (DD/MM/YYYY): _____ Social Security #: _____ Over

18? YES: ____ No: ____

Position Applied For? TEC 1: ____ TEC 2: ____ Other: ____ Days

and Hours Available to Work?

M: _____ Tu: _____ W: _____ Th: _____ F: _____ Sat: _____ Sun _____

What date are you available to start? _____

Education: _____

Have You Ever Been Convicted of a Crime? YES: _____ No: _____

If Yes, Please Explain: _____

Driver's License Number: _____ State: _____ Exp: _____

U.S. Citizen? YES: ____ No: ____

How will you get to work? Car: ____ Bus: ____ Other: ____

Work History

Name of Employer: _____

Address: _____ City: _____ State: _____ Zip: _____



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Phone _____ Name of Supervisor: _____

Job Title: _____

Employment Dates: _____ Pay Rate: _____

Reason for Leaving: _____

May We Contact This Employer? Yes: _____ No: _____

Name of Employer: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Name of Supervisor: _____

Job Title: _____

Employment Dates: _____ Pay Rate: _____

Reason for Leaving: _____ May

We Contact This Employer? Yes: _____ No: _____

Name of Employer: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Name of Supervisor: _____

Job Title: _____

Employment Dates: _____ Pay Rate: _____

Reason for Leaving: _____ May

We Contact This Employer? Yes: _____ No: _____

Signature of Applicant: _____ Date: _____



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JOB DESCRIPTION

Companion/Caregiver

SUMMARY

The companies/homemaker provides companionship to those individuals requiring socialization and/or minimum guidance to assure a protected environment and performs home management services within the client's home.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following, Other duties may be assigned.

- Provides companionship by reading, conversation, and listening.
- Participates in appropriate recreational activities and hobbies for social and sensory stimulation.
- Assists patient/client in completing necessary phone calls, letter writing, etc.
- Maintains a safe home environment for the client.
- Accompanies patient/client on walks, community trips, doctor's office, bank, etc.
- Reminds client to take self-administered medications.
- Informs staffing coordinator of any changes in assignment.
- Provides emotional support and promotes a sense of well-being.
- May perform light housekeeping tasks such as meal preparation and/or laundry.
- Assists in the maintenance of a safe and healthy environment. Uses equipment and supplies safely and properly.

This job description is not intended to be all-inclusive. The employee will be expected to perform other reasonable related duties as assigned by management.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND OR EXPERIENCE

High school diploma or general education degree (GED) or equivalent preferred. Training in the topics related to human development and interpersonal relationships, nutrition, shopping, food storage, use of equivalent and supplies, planning and organizing of household tasks and principals of cleanliness and safety.

LANGUAGE SKILLS

Ability to communicate effectively with patient/client, family members, clinical management, and staff. Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and proceed manuals. Ability to write routine reports and correspondence.

REASONING ABILITY

Ability to apply common sense understanding to carry out simple or two-step instructions. Ability to deal with simple problems in the home setting.

OTHER SKILLS AND ABILITIES



Communication skills, light housekeeping skills, cooking, cleaning, and shopping. Good physical and mental health. Caring attitude, tact, patience, and good personal hygiene.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

The work requires light physical exertion on a regular and recurring basis such as: driving, assisting patient in transfer activities, and light housekeeping.

While performing the duties of this job, the employee is regularly required to stand, walk, use hands to finger, to handle or feel, and reach with hands and arms. The employee frequently required to stoop, kneel, crouch, or crawl; talk or hear, and taste or smell. The employee is occasionally required to sit. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Patient home setting, exposure to infectious diseases, automobile.

Supervisor Signature Date Employee Signature Date

Title

(Signing this document acknowledges that the job description and responsibilities have been reviewed with me, the employee)



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CELL PHONE POLICY

Cell phones are NOT to be used during working hours except in the case of an emergency.

Signature: _____ Date: _____

MANDATORY NO SMOKING POLICY

Per North Carolina state guidelines/policy all TECS, LLC employees are not allowed to smoke, drink alcoholic beverages or use illegal substances in a client's home or on client's property.

Signature: _____ Date: _____



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CONFIDENTIALITY POLICY

I, _____ (print name), an employee of TECS, LLC, have been informed and trained regarding all policies and procedures on Confidentiality Rights of Consumers. I understand that in the course of my employment I will have access to confidential information. I agree to maintain said confidential information with the highest degree, not sharing with anyone outside of the organization without prior authorization to do so. I also understand that if I do improperly release or disclose confidential information, I will be subject to disciplinary action (up to and including termination), as well as civil penalties, as allowable by law.

Signature: _____ Date: _____



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POLICY AND PROCEDURES

According to TECS, LLC's Policy and Procedures, TECS is a home care agency that provides companion/sitter and private duty cases. The agency adheres to all laws, rules and regulations pertaining to State, Federal departments, agencies and organizations that are affiliated with the agency's funding, licensure and other requirements necessary to operate as a home care agency.

During the application process we will verify your references, criminal background and all credentials before offering you employment. If negative information is provided it is at our discretion to determine whether or not you will be hired. If negative information is obtained after you are hired you may be terminated, however, negative information will not automatically result in termination.

Please note that any of criminal offenses to or against this company while employed with TECS, LLC will result in termination and legal action against you.

TECS, LLC, will be held harmless of any claims that may arise due to your own actions.

By signing below dictates that you have been educated on TECS, LLC., Policy and Procedures and have agreed to abide by it.

Employee Signature: _____ Date: _____

EMPLOYEE REFERENCE FORM



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I hereby authorize the company or person named below to furnish any and all information regarding me. I hereby release said company or person from all liability for any damages whatsoever incurred in furnishing such information.

Signature of Applicant: _____ Date: _____

Office Use Only

Name of Employer: _____

Address: _____ City _____

State: _____ Zip: _____

Phone__ (____) _____ - _____

Name of Supervisor: _____

Job Title: _____

Employment Dates: _____ Pay Rate: _____

<i>Please check the following:</i>	Excellent	Good	Fair	Poor
Performance				
Conduct				
Productivity				
Attendance				

Eligible for rehire? Yes: _____ No: _____

Comments: _____

TECS Employee Signature: _____ Date: _____



NON-COMPETE AGREEMENT

This Agreement, when signed and witnessed below, shall constitute an agreement regarding defined noncompete, confidential and a proprietary information and trade secrets, hereinafter referred to as “Confidential Information,” relating to the business of TECS, 1 Waterview Court, Durham, in the state of North Carolina in the zip code of 27703. Hereinafter referred to as the “Parties”, as of the date executed, thus known as the “Effective Date”. For purposes of this agreement TECS, LLC shall be referred to as the “company” or the “Disclosing Party,” and _____ shall hereinafter be referred to as the “Recipient”.

It shall be incumbent upon the Recipient to strictly maintain the confidentiality of the Proprietary Information. Proprietary information may be shared amongst the Parties for use in scoping, estimating and completing any and all work or projects for the company and its clients.

NON-COMPETE

Throughout the duration of this agreement and for a period not to exceed 12 months following the culmination, completion or termination of this agreement, the Recipient shall not in any manner directly or indirectly solicit or transfer any client, customer, officer, staff or employee of TECS, LLC for the benefit of himself/herself.

CONFIDENTIAL INFORMATION

By the definition herein, “Confidential Information” shall mean any and all technical and non-technical information provided by TECS, LLC, including but not limited to, any data, files, reports, accounts, or any proprietary information in any way related to products, services, processes, databases, plans, methods, research, development, programs, software, authorship, customer lists, vendor lists, suppliers, marketing or advertising plans, methods, reports, analysis, financial or statistical information, and any other material related or pertaining to any business of TECS, LLC, its subsidiaries, respective clients, consultants or vendors that may be disclosed to the Recipient herein contained within the terms of this agreement.

The Recipient shall not in any manner or form, at any time disclose, reveal, unveil, divulge or release, either directly or indirectly, any aforementioned proprietary or confidential information for personal use or for the benefit of any third party and shall at all times endeavor to protect all Confidential Information belonging to the Company.

INJUNCTIVE RELIEF

The Recipient herein acknowledges (i) the unique nature of the protections and provisions established and contained within this Agreement, (ii) that the Company shall suffer irreparable harm if the Recipient should breach any of said protections or provisions, and (iii) that monetary damages would be inadequate to compensate the company for said breach. Therefore, should the Recipient cause a breach of any of the provisions contained within this Agreement, and then the Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce said provisions.



ENTIRE AGREEMENT

This Agreement shall be considered a separate and independent document of which it shall supersede any and all other Agreements, and there are no other assurances or conditions in any other instrument, either oral or written, between the parties hereto. This Agreement may be modified only by a subsequent written agreement signed by both parties.

SERVERABILITY

In the event any term, condition, or provision of this Agreement is deemed or held to be invalid or unenforceable for any reason, those remaining terms, conditions and provisions shall remain valid and enforceable. Should a court of law determine that any term, condition or provision of this Agreement is invalid or unenforceable, but that by limiting such term, condition or provision it would become valid and enforceable, then such term, condition and/or provision shall be deemed to be written, construed and enforced as so limited.

WAIVER

If either party fails to enforce any provision contained within this Agreement, it shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.

GOVERNING LAW

This Agreement is to be construed pursuant to the current laws of the State of North Carolina jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of North Carolina, in the county of [insert county name].

In Witness Whereof, the parties hereto have caused this Non-Compete Agreement to be executed by a duly authorized representative of such party and of such party as of the effective date executed by the signature of both parties.

(Signature)

(Dated Executed)

(Signature)

(Dated Executed)



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Authority for Release of Information

State Access Only
Name Check Access

I authorize the North Carolina Department of Justice through the State Bureau of Investigation to perform a North Carolina name-based criminal history record information check in connection with my application or employment, my employment or volunteer services with TECS, LLC pursuant to DHHS-Long Term- STATE and FED-NCGS 122C-80B/131D40AA1/131D-40AA1.

(type or print clearly)

Last Name	First	Middle	Maiden
_____	_____	_____	_____
Social Security Number (Optional)	Date of Birth	Sex	Race
_____	_____	_____	_____

I understand that the North Carolina State Bureau of Investigation, officials and employees shall not be help legally accountable in any way for providing this information to the above-named agency, and I hereby release said agency and persons from any and all liability which may be incurred as a result of furnishing such information. I further understand that the above-named agency cannot provide a HARD COPY of the results of this criminal history record check to me.

*Disclosure of social security number is entirely voluntary and not required. If disclosed, the social security number will be utilized to assist with accurate identification/exclusion of possible criminal history records.

Applicant's Employee's/Volunteer's Signature

Date

This form must be maintained on file with the above-named agency for one year.

UPON COMPLETION OF THIS FORM, MAIL A PHOTOCOPY TO THE ADDRESS INDICATED BELOW:

State Bureau of Investigation
Criminal Information and Identification Section
ATTN.: Applicant Unit
Post Office Box 29500
Raleigh, North Carolina 27626-0500



1099 SUBCONTRACTOR AGREEMENT

AGREEMENT made as of _____, between Triangle Elite Care Services, LLC (TECS), a NC Limited Liability Corporation with its corporate office at 1 Waterview Court, Durham, NC, and _____ ("Contractor"), Federal Identification (or Social Security) _____ WHEREAS, TECS is in the business of providing in-home care and concierge services to its customers ("Clients"); and WHEREAS, the parties desire to establish an arrangement under which Contractor may be engaged by TECS to perform services in connection with projects undertaken for Clients by TECS ("Projects"), in accordance with the terms set forth in this Agreement; NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby AGREED: 1. Scope of Services. The services to be performed by Contractor ("Services") will be identified for each Project by the execution by TECS and Contractor of a Statement of Work in the form attached to this Agreement as Appendix A, setting forth: (a) a description of the Services to be performed; (b) the Client for whom the Services are to be performed and the location of performance; (c) the timing of performance, (d) provisions for Contractor's compensation and expense reimbursement; and (e) any other terms and conditions applicable to the Services in question. 2. Independent Contractor. The relationship between Contractor and TECS is that of an independent contractor. No employer/employee relationship is created, and neither party is authorized to bind the other in any way. Contractor is obligated to comply with all requirements (including without limitation those relating to tax withholding and workers' compensation insurance,) applicable to employers, and to maintain in effect general liability insurance coverage of at least \$1,000,000. 3. Ownership of Rights. Except as otherwise expressly agreed in writing, all rights in and to ideas, inventions and other tangible work resulting from the performance of Services shall be the property of TECS. It is agreed that all Confidential Information, whether produced by Contractor or by others, is and shall remain the property of the disclosing party. Contractor represents and warrants that it has the right to perform the Services, that the Services will be of good quality, that the results of Services delivered hereunder will not infringe the copyright, patent, trade secret or other proprietary rights of any third party, and that the performance of the Services will not violate the provisions of any agreement to which Contractor is a party. 6. Prohibition Against Hiring; Non-Compete. The Contractor must sign and adhere to the TECS Confidentiality policy. In addition, Contractor agrees not to exploit any prospective business opportunity to which Contractor is introduced by TECS, other than pursuant to this Agreement. In the event that Contractor performs services for a Client or prospective Client in violation of the foregoing prohibitions, Contractor agrees to pay TECS a finder's fee of 20% of the gross fees received by Contractor for such services. Contractor may only be released from such prohibitions against performing services upon payment to TECS of a fee to be negotiated by the parties under a separate agreement. 7. Term and Termination.

This Agreement will remain in effect until terminated by either party effective upon 10 business days' prior written notice; provided, that neither party may terminate this Agreement or a Project without cause during the course of the performance of Services under a signed Statement of Work, unless the Project is terminated by the Client (it being understood that a Client will always have the right to terminate a Project unless otherwise expressly agreed). Either party may terminate this Agreement for a material breach of this Agreement which is not cured within 30 days after written notice thereof. Upon termination of this Agreement, all Confidential Information in tangible form shall be returned immediately to the disclosing party. Following the termination of this Agreement, no further Services shall be provided hereunder. All other provisions of this Agreement shall remain in full force and effect. 8. General. a. Contractor agrees to comply with all reasonable recordkeeping and reporting requirements established by TECS in connection with Services provided hereunder. b. Except as otherwise provided in Appendix B to this Agreement, Contractor authorizes TECS to use any of Contractor's resumes, credentials or other materials that are provided to TECS, or any other information therefrom



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or portions thereof in the solicitation of prospective Clients. Contractor will participate in presentations to prospective Clients upon mutual agreement of the parties (Meet & Greets). c. This Agreement is the entire agreement of the parties on the subject matter hereof. Its provisions may be waived or modified only by a written instrument signed by the party against whom such waiver or modification is sought to be enforced. d. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of North Carolina. IN WITNESS WHEREOF, the parties have duly executed this Agreement, effective as of the date set forth above.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Date of Hire: _____



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1099 SUBCONTRACTOR WORKSHEET

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Date of Hire: _____

Social Security or FEIN: _____

Rate of Pay: _____

Additional Rates of Pay: _____ Date: _____

Assessments: _____

Supervisor Visits: _____