



## Direct Care Giver Employment Agreement

This Direct Care Giver Employment Agreement (“Agreement”) shall be effective as of the Effective Date, by and between Integrity First Home Care Solutions, Inc. (“Integrity”) and the Direct Care Giver (“Employee”) (executing this Agreement on the final page. Integrity and Employee are collectively referred to in the Agreement as the “Parties.”

### RECITALS

- A. Integrity is engaged in the business of managing the placement and oversight of Direct Care Givers to its Clients.
- B. Employee has a Certificate of Completion for Direct Care Training Course and Competency issued by the Pennsylvania Department of Human Services Adult Residential Licensing, who desires to perform direct Care Giving services placed through Integrity. Employee desires to render such services as an employee of Integrity on the terms and conditions in this Agreement.
- C. Integrity desires to engage the services of Employee to perform Direct Care Giver services on the terms and conditions in this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, Integrity and Employee agree as follows:

#### 1. EMPLOYEE’S Duties and Responsibilities.

- a) To professionally and compassionately provide the Direct Care services assigned.
- b) Uniform Code
1. The Agency uniform conveys an image to the public. It is an important component of your role and influences the manner in which patients and fellow staff perceive you.
    - All Direct Care Workers are required to wear clean and neatly pressed hospital scrubs.
    - If hair is beyond shoulder length, it should be tied up to avoid disruption of client care. or secured in a way that avoids hair falling over the shoulders
    - To reduce the likelihood of infection or patient injury, staff must keep nails trimmed to a moderate length.



c) Dress Code

- The Agency will provide Employees with an identification badge. It is mandatory to be worn at all times while providing care.
- Be mindful of jewelry, such as necklaces, bracelets, or rings as they may be a hazard when taking care of patients.

**2. Employee's Drivers License and License.** At all times during the term of this Employment Agreement, Employee will maintain a valid drivers license and liability insurance upon terms acceptable to Integrity. Employee further agrees not to transport any client or customer of Integrity without prior written approval from Integrity.

**3. Employee's Compensation and Payment Terms.** Employee is only compensated for time worked on a Work Assignment offered by Integrity and accepted by Employee. THERE IS NO GUARANTEE OF THE NUMBER OF AND DURATION OF ANY ASSIGNMENT(S) THAT MAY BE OFFERED TO EMPLOYEE. Employee's compensation for work during an assignment will be either at the compensation previously agreed to by the Employee and Integrity or, if a different compensation is set forth in an Offer for Assignment, the compensation set forth in the Offer for Assignment.

Payroll be paid every week. Each payroll week will end Saturday at midnight.

Employee shall not bill or attempt to collect from Integrity's clients or other parties directly. Employee agrees that compensation rates between Integrity and Employee are confidential and will not be disclosed to any third party without written consent from Integrity, unless such disclosure is required by law or regulation.

**4. Offers for Assignments.** Without any representation or guarantee of the volume of such assignments, Integrity will forward an offer for an assignment to Employee for Direct Home Giving services ("Services"). Employee agrees to respond to all such offers and, if accepted, to perform the requested services in accordance with the requirements contained in the offer together with the requirements below, which requirements listed below are incorporated by reference into each offer for an assignment as if the same were fully set forth at length therein.:

a. Offer for assignment:

1. Offer for assignment Acceptance or Declination. Employee shall notify Integrity of Employee's acceptance or declination of an Offer for assignment within 2 business hours (8:00 am – 5:00 pm local time) of receipt of the Offer for Assignment. Employee's acceptance of an Offer for Assignment shall constitute an agreement by the Employee: (1) to perform the assignment subject to the terms and conditions in the offer. (2) perform the assignment under the compensation stated in the offer.

2. Informing Integrity of Any Inability to Complete Assignment. Employee shall immediately inform Integrity of any inability by Employee to complete an accepted assignment.



3. **Communications.** Employee shall direct all communications concerning their services performed under this Agreement to Integrity.

5. **Employee limitations.** Employee shall not bind Integrity in any manner, unless specifically authorized to do so in writing. Employee is free to perform services for any and all other clients and Agencies, subject to the limitations in Sections 7 and 8 of this Agreement.

6. **Tax Withholding.** Employee acknowledges and agrees that Integrity will withhold any required state and federal taxes, income or otherwise, from payments to Employee

7. **CONFIDENTIALITY AND PRIVACY AGREEMENT.**

a. "Confidential Information" means

1. Client information including demographic, health, and financial information (in paper, verbal, or electronic form regardless of how it is obtained, stored, utilized, or disclosed);

2. Information pertaining to Integrity (employees and other direct care givers engaged by Integrity) such as social security numbers, banking information, salaries, employment records, disciplinary actions, etc.);

3. Integrity financial data or reports, pricing/fee schedules, Integrity client policies or data, marketing or sales reports, presentations, or any related correspondence.

4. Third-party information (such as insurance, business contracts, vendor proprietary information or source code, proprietary technology, etc.); and

5. Any and all non-public, medical, financial and personal information in whatever form (written, oral, visual or electronic) possessed or obtained by either party which (i) either party has labeled in writing as confidential, (ii) is identified at the time of disclosure as confidential, (iii) is commonly regarded as confidential in the health care industry, or (iv) is Protected Health Information as defined by HIPAA.

b. Employee agrees to maintain the confidentiality of any Confidential Information, including Protected Health Information that it may incidentally or inadvertently encounter, view or have access to while providing the services under the terms and conditions set forth in this Agreement.

c. Employee shall return to Integrity (to an address and contact person as designated by Integrity) all such Integrity Confidential Information no later than fourteen (14) days following the date of termination Employee's employment under this Agreement. Employee shall, within fourteen (14) days following termination of their employment under this Agreement also delete all Integrity Confidential Information that resides on Employee's personal electronic devices of any kind, including but not limited to, laptops, tablets and/or cellular telephones.



d. The obligations of confidentiality and non-use and non-disclosure under this Agreement will continue indefinitely from the effective date of this Agreement.

**8. NON-SOLICITATION AGREEMENT**

a. During the term of, and for a period of one (1) year from the date of termination of employment under this agreement for any reason, Employee shall not directly or indirectly, solicit, induce, or attempt to solicit or induce, any Integrity client or customer, or any person or entity that refers business to Integrity, to: (a) curtail or terminate its relationship (or applicable services agreement) with the Integrity; or (b) to Obtain Direct Care or similar services with any client or customer where the Employee has either provided Direct Care Giving or similar services as an employee under this Agreement or has received a offer from Integrity to provide Direct Care Giving or similar services as an employee under this Agreement.

b. During the term of this Agreement, and for a period of one (1) year from the date of termination of employment under Agreement, Employee shall not, directly or indirectly, in any capacity, solicit, induce, or attempt to solicit or induce any employees or contractors working with Integrity to leave the employment of, or curtail or terminate their relationship with, Integrity.

c) Employee acknowledges that: (i) this NON-SOLICITATION AGREEMENT is essential to protect the business and goodwill of Integrity; (ii) this NON-SOLICITATION AGREEMENT represents reasonable and necessary protection of the Integrity's legitimate business interests; (iii) any breach or threatened breach of this NON-SOLICITATION AGREEMENT will cause irreparable injury to Integrity, for which money damages will not provide an adequate remedy; and

d. Employee will have the ability to make a reasonable living and provide Direct Care Services to other clients and customers outside of their employment under this Agreement while observing the restrictions outlined in this NON-SOLICITATION AGREEMENT. If Employee breaches, or threatens to commit a breach, of any of the provisions of this NON-SOLICITATION AGREEMENT, Integrity shall have the right to seek injunctive relief specifically enforcing the covenants of this NON-SOLICITATION AGREEMENT from any court having equity jurisdiction over the parties. This right shall be in addition to, and not in lieu of, any other rights and remedies available to Integrity in law or in equity.

e. Moreover, if any court determines that any of the covenants of this NON-SOLICITATION AGREEMENT are unenforceable because of the duration, scope or nature of such covenants, Employee expressly agrees such court shall have the power to reduce the duration, scope or nature of such provision, as the case may be, and, in its reduced form, such provision shall then be enforceable and shall be enforced.

**9. ENFORCEMENT OF CONFIDENTIALITY AND PRIVACY AGREEMENT and NON-SOLICITATION AGREEMENT**

a. If Employee breaches or threatens to commit a breach of any of the provisions of the CONFIDENTIALITY AND PRIVACY AGREEMENT and or the NON-SOLICITATION AGREEMENT contained in this Agreement, Integrity shall have the right to seek injunctive relief specifically enforcing the covenants said Agreements from any court having equity jurisdiction over the parties. This right shall be in addition to, and not in lieu of, any other rights and remedies available to Integrity in law or in equity. Moreover, if any court determines that any of the covenants of the CONFIDENTIALITY AND PRIVACY AGREEMENT and or the NON-



SOLICITATION AGREEMENT are unenforceable because of the duration, scope or nature of such covenants, Employee expressly agrees such court shall have the power to reduce the duration, scope or nature of such provision, as the case(s) may be, and, in its reduced form, such provisions shall then be enforceable and shall be enforced.

- a. Employee agrees to, and shall, inform any prospective and or subsequent employer of the non-solicitation and confidentiality provisions contained in this Agreement. Employee further acknowledges and agrees that Integrity shall have the right to inform any such prospective and or subsequent employer of the CONFIDENTIALITY AND PRIVACY AGREEMENT and or the NON-SOLICITATION AGREEMENT contained in this Agreement any and violations or potential violations thereof.

**10. Indemnification and Liability.** Employee shall defend, indemnify and hold harmless Integrity from any and all damages, expenses, liabilities, attorneys' fees or costs resulting from or arising out of any negligence, errors, omissions or misconduct on Employee's part or relating to Employee's services.

**11. No Other Representations.** Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding EXCEPT for any Non-solicitation and Confidentiality agreements contained in any prior agreement between Integrity and Employee, which shall remain in full force and effect. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by the Parties.

**12. Waiver by Integrity** of a breach of any provision of this AGREEMENT by Employee waived by Integrity shall not operate or be construed as a waiver of any subsequent breach by Employee.

**13. If Integrity brings any action(s)** (including an action seeking injunctive relief) to enforce its rights hereunder and a judgment is entered in Integrity's favor, then Employee shall reimburse the Integrity for the amount of the Integrity's costs and expenses, including reasonable attorney's fees, incurred in pursuing, obtaining, collecting and/or enforcing that judgment.

**14. Non-Assignability.** Although this Agreement is freely assignable by Integrity, Employee may not assign their interest under this Agreement without the written consent of Integrity.

**15. Term and Termination.** Employee is an "AT WILL" Employee. This Agreement shall be effective on the Effective Date stated on the final page of this Agreement and shall continue in force until terminated in writing by either party. This Agreement may be terminated by either party immediately upon written notice.

**16. Criminal Background Checks.** Employee acknowledges, approves and authorizes Integrity to run Criminal background checks on the Employee from time to time, at Integrity's sole discretion, during the Employee's term of employment under this Agreement. Employee further acknowledges that any negative information retrieved from any such Criminal Background Check report may result in immediate termination of Employment.

**17. Notices.** Any notice to be given under this Agreement by any party to the other may be given by email (with evidence of receipt), express mail through any national carrier (with written or electronic confirmation), or



U.S. Mail (with a return receipt) to the email or mailing address indicated by the receiving party in this Agreement, as may be updated by either party by written notice in accordance with this section. Employee agrees to keep Integrity current as to the Employee's contact information listed on the final page of this Agreement.

Integrity's email and mailing address for notices under this Agreement (subject to notice of any change) are:

Email: [integrityfirsthcs@gmail.com](mailto:integrityfirsthcs@gmail.com)

Mailing address:

123 Bellevue Drive  
Coatesville, PA 19320

Phone Number: 610-880-1897

Employee's email and mailing address for notices under this Agreement (subject to notice of any change) are:

Email:

Mailing address:

Phone Number:

**18. Arbitration and Arbitration Location.** Any controversy or claim arising out of or relating to this Agreement, the breach of this Agreement, or services performed under this Agreement, shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in effect at the time the request for arbitration is submitted, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. The place of arbitration shall be in West Chester, Pennsylvania, and any arbitrator(s) hearing the arbitration shall have his or her primary place of business within 50 miles of West Chester, Pennsylvania.

**19. Additional Matters.** Headings in this Agreement are for convenience only and not part of this Agreement. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement. This Agreement shall be construed and governed under the laws of the Commonwealth of Pennsylvania. This Agreement may not be altered, amended, or modified except by written instrument signed by all Parties. There shall be no presumption against any party based on who drafted the Agreement. Each party agrees and represents that it has had the opportunity to review this document with counsel of its choice.

EMPLOYEE Initial: \_\_\_\_\_

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If any provision of this AGREEMENT as applied to either party or to any circumstances shall be adjudged to be void or unenforceable, the same shall in no way affect any other provision of this AGREEMENT or the validity or enforceability of this AGREEMENT.

**20. AUTHORIZATION TO RELEASE EMPLOYEE’S DOCUMENTATION TO INTEGRITY CLIENTS.** By executing this agreement, Employee authorizes Integrity to share/provide to its Clients copies of Employee’s information/documentation provided by Employee to Integrity and or obtained by Integrity regarding Employee’s background and competence, including, by way of example only and not by way of limitation, resumes, results from Criminal Background Checks and evidence of Employee’s completion of required training and any other documentation in Integrity’s possession for purposes of obtaining approval from an Integrity Client to use the services of the Employee.

**21. Effective Date.** The Effective Date of this Agreement shall be the date on which the Agreement is accepted and signed by the Employee below.

THE UNDERSIGNED STATE THAT THEY HAVE CAREFULLY READ THE FOREGOING AGREEMENT, KNOW THE CONTENTS THEREOF, FREELY AND VOLUNTARILY CONSENT TO ALL TERMS AND CONDITIONS THEREOF, AND SIGN THE SAME AS THEIR OWN FREE ACT.

\_\_\_\_\_  
EMPLOYEE Signature \_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME:

\_\_\_\_\_  
INTEGRITY \_\_\_\_\_  
DATE