



100 County Services Park
Sylva, NC 28779

Phone: 828-586-5494
Fax 828-631-8049

MEMO

To: Jackson County Board of Commissioners
From: Eddie Wells, Department on Aging Director
Subject: In-Home List
Date: May 10, 2016

The Department on Aging is requesting to start a new In-Home List program for families in Jackson County searching for someone to hire to provide in-home services. This list would be beneficial for seniors who need to hire someone to provide in-home personal care/home management services, as well as caregivers looking for someone to hire for respite. The In-Home List would be managed at the Department on Aging and would be available for potential employers to obtain after signing a Memorandum of Understanding (MOU), releasing the Department on Aging/Jackson County Local Government of all liability.

Over the past year our agency has had reports of individuals stealing from the elderly, the same individuals hired to provide their in-home services. Many times these seniors hired the in-home workers from advertisements in the newspaper or word-of-mouth, due to no other alternative. This new program at the Department on Aging could offer an alternative for individuals looking to employ someone for their in-home service needs. As the senior population continues to grow the need for in-home services will increase, providing a larger need for this type of program.

The In-Home List would provide barriers for those wanting to take advantage of the elderly due to the steps involved to be on the list. Candidates who wish to have their name on the list would have to sign an MOU, pass a background check, and complete the initial training. The background check would be paid for by the candidate and completed through Castle Branch. The In-Home List would include the candidate's name, phone number, and any trainings or qualifications to provide in-home services to potential employers. All payment for services would be handled between the In-Home Candidate and the In-Home Employer.

The Council on Aging Board has approved this program for the Department on Aging and makes the recommendation to the Board of Commissioners for approval. Attached are the MOU's for the Candidate and Caregiver, steps for each, and a letter of support from local attorney Aggie Guy. Thank you for your consideration.

cc: Chuck Wooten
Heather Baker



EARWOOD, MOORE CARPENTER & GUY

ATTORNEYS AT LAW

NATHAN J. EARWOOD
nathan@earwoodandmoore.com

DAVID D. MOORE
david@earwoodandmoore.com
Licensed in NC & TN

KIMBERLY N. CARPENTER
kim@earwoodandmoore.com

AGATHA B. GUY
agatha@earwoodandmoore.com

JAMIE ARNOLD
jamie@earwoodandmoore.com

May 10, 2016

Jackson County Board of Commissioners
401 Grindstaff Cove Road
Sylva, North Carolina 28779

Jackson County Board of Commissioners:

I am an attorney with the law firm of Earwood, Moore, Carpenter & Guy, PLLC. I have practiced law in Jackson County for nine years and have worked with the Southwestern Commission Area Agency on Aging for eight years. As my practice focuses largely on elder law and estate planning, I regularly interact with our area seniors and consider myself well-informed when it comes to the existing and anticipated health care challenges they are facing.

For the better part of last year, I was flummoxed by the number of area seniors who approached me with stories of having hired relatively unknown individuals to come into their homes to perform various, often health care related, tasks, only to have these individuals fail to show up, turn out to be completely unqualified, or in the worst cases, to steal their personal belongings. I often asked "where did you find this person?" and the answers generally ranged from an advertisement in the paper to a lady in my church heard the person was looking for work. I thought to myself there has to be a way to ensure our seniors are bringing qualified help into their homes. I contacted Mountain Projects and the Area Agency on Aging and learned that neither of those agencies offered a home health aide referral list for seniors. Thankfully, during the course of those conversations, I was told to contact Eddie Wells at the Jackson County Department on Aging.

Last week Mr. Wells contacted me to tell me about the proposed In-Home Care List put together by the Department on Aging. This referral source will provide a way to ensure our area seniors have access to a list of home health aides who have passed background checks and provided qualifications and references that can be verified. As our senior population continues to grow, so will the demand for in-home health aides. It is inevitable that such circumstances will lead to the exploitation of seniors as unqualified individuals with malevolent intent pose as home health aides willing to provide care and services.

I know from my own experience that the problem is real and expect it will only continue to worsen. I urge you to support and protect the aging population of our county by approving the proposed In-Home Care List presented by the Department on Aging. I am grateful to live in a county where concerns are addressed and problems are met with solutions.

Sincerely,

EARWOOD, MOORE, CARPENTER & GUY, PLLC



Agatha B. Guy
Attorney at Law

IN-HOME LIST

CANDIDATE

1. The Candidate requests information about being included on the list at the Department on Aging.
2. The Candidate comes to the Department on Aging to sign the Memorandum of Understanding (see attachment).
3. A Department on Aging staff member gives the Candidate the information on how to complete their background check with Castle Branch. To qualify the background check must be clear; however, minor traffic violations will be allowed. The Candidate pays Castle Branch directly for the background check.
4. Once notification is received that the background check is clear, the Caring Hands Coordinator will contact the Candidate to schedule an appointment at the Department on Aging for training.
5. A copy of the background check will be given to the Candidate to share with potential employers.
6. The Candidate's name will then be placed on the In-home List.
7. Candidates will be encouraged to attend trainings offered at the Department on Aging to help with their service to their employers.
8. Staff will contact individuals on the list quarterly to determine if any information has changed.
9. The Candidate is required to work out the payment arrangement with their employer; the Department on Aging does not receive any payments for this service.

EMPLOYER

1. Upon request of the In-Home List, the Employer is required to read the Employer Memorandum of Understanding (see attachment), sign and date the document.
2. An employee of the Department on Aging must witness the signing of the Memorandum of Understanding.
3. A list of the Candidates will then be given to the Employer with the understanding that the list is confidential.
4. Staff will call the Employer's list quarterly to determine their satisfaction with the service.

In-Home List
Memorandum of Understanding
(In-Home Candidate)

I, _____, the In-Home Candidate, hereinafter referred to as the Candidate, have hereby received the Memorandum of Understanding, and agree to be bound by the following terms:

1. The Candidate agrees to indemnify the Department on Aging/Jackson County Local Government and hold it and all of its directors, officers, employees and agents harmless from any costs or expenses arising out of any claim relating in any way to a Candidate's employment by the Employer.
2. Prior to being placed on the In-Home List, the Candidate agrees to hold harmless the Department on Aging / Jackson County Local Government, its successors, assigns, employees and affiliated parties, from any and all types of employment issues and conflicts that might arise between the Candidate and Employer should an employer and employee relationship problem arise between the parties. The Candidate also agrees to allow their background check to be shared with the Department on Aging and potential In-Home List Employers.
3. In order for a Candidate to be accepted for placement on the In-Home List, the individual has been screened with a background/criminal history record through Castle Branch and has been found to have an acceptable criminal history, and meets all of the criminal history background check requirements of the Department on Aging. To be placed on the In-Home list a candidate must have a clean background check, excluding minor traffic violations.
4. The Department on Aging/Jackson County Local Government shall not be responsible for any negligence of any kind by the Candidate or Employer as the Department on Aging shall only provide a list of screened Candidates to the potential Employer. It is the responsibility of the Employer, not Department on Aging/Jackson County Local Government to screen each potential Candidate thoroughly prior to their employment.
5. The Department on Aging/Jackson County Local Government hereby sets forth that a criminal background check has been performed by Castle Branch and is available to both the Candidate and the potential Employer upon request. The Department on Aging / Jackson County Local Government cannot be held responsible, in any way, for any information, including the criminal history of the Candidate that was not set forth and made known to the Department on Aging through the criminal history background check. The Department on Aging/Jackson County Local Government shall not be held responsible, in any way for any crimes committed by the Candidate or Employer during the scope of employment by the Employer. The Department on Aging shall serve only to

provide a list of Candidates and shall have no liability of any kind to Candidate or the Employer for the action and/or failures to act by the Candidate or the Employer.

6. Any accidents, injuries, and other incident and relevant matters arising out of the employment of the Candidate by the Employer shall remain between the Candidate and the Employer and shall be settled between the parties, with or without arbitration, a civil suit or small claims proceeding. The Department on Aging/Jackson County Local Government shall at no time be brought into any issue arising between the Candidate and Employer as it is a disinterested party who has no liability in the matter. The Candidate and Employer agree to hold harmless the Department on Aging/Jackson County Local Government from any and all issues, of any nature, that may arise between Candidate and Employer at any time during their relationship as employer and employee.
7. The Department on Aging/Jackson County Local Government assumes no responsibility for tax reporting of liability for taxes incurred. Please direct all questions concerning payments received by the Candidate, paid by the Employer, including tax reporting and withholdings to your tax professional.
8. The Department on Aging/Jackson County Local Government shall not be provided or keep any employment information of the Candidate and the Employer other than the initial information provided in the Application and Criminal History Background Check of the Candidate.
9. The Department on Aging/Jackson County Local Government does not employ, contract privately with, license or certify any of the Candidates. The Department on Aging/Jackson County Local Government has no control over the Candidates. Department on Aging/Jackson County Local Government will not be liable for any claim or action arising out of the negligent acts or omissions of the Candidate and/or Employer while engaged in any events or activities contemplated under this Agreement.
10. Department on Aging/Jackson County Local Government shall not have any responsibility for the follow-up on any formal or informal complaints involving any actions or failures between the Candidate and Employer. Should any situation or concern involve a criminal offense, all parties are expected to contact law enforcement or other appropriate legal authorities.
11. The Employer and/or the Candidate shall not, at any time, share the In-Home List with anyone. Only Employers who have signed and acknowledged a Memorandum of Understanding provided by the Department on Aging shall be privy to the In-Home List and related information. The Employer and Candidates understand that by sharing the In-Home List with any outside part is a violation of this Agreement and there may be

legal consequences for their actions.

12. Please remember that if you suspect that the care recipient is being abused, neglected or exploited, North Carolina law requires you to report that suspected abuse, neglect or exploitation to the county Department of Social Services.

I acknowledge that I have read the foregoing Memorandum of Understanding and understand the contents thereof. I further understand that I am bound by the terms contained herein and that the Department on Aging/Jackson County Local Government shall not be liable in any way for the actions and failure of both the Candidate and/or Employer. I also understand that I am releasing my information to be shared with the Department on Aging/Jackson County Local Government as well as any Employer who has signed the MOU.

IN-HOME CANDIDATE:

Date: _____

Printed Name of Candidate

**THE COMPANY:
DEPARTMENT ON AGING**

Date: _____

By: _____

Printed Name

Date: _____

Witness: _____

Printed Name

In-Home List
Memorandum of Understanding
(Employer)

I, _____, the Employer have hereby received the Memorandum of Understanding, and agree to be bound by the following terms:

1. The Employer agrees to indemnify the Department on Aging/Jackson County Local Government and hold harmless, the Department on Aging, its directors, officers, employees and agents harmless from any and all costs or expenses arising out of any claim relating in any way to the In-Home List Candidate's employment.
2. The Department on Aging/Jackson County Local Government hereby sets forth that a criminal background check has been performed by Castle Branch and is available to both Candidate and the potential Employer upon request. The Department on Aging/Jackson County Local Government cannot be held responsible, in any way, for any information, including the criminal history of the Candidate that was not set forth and made known to the Department on Aging through the criminal history background check. The Department on Aging/Jackson County Local Government shall not be held responsible, in any way for any crimes committed by the Candidate or Employer during the scope of employment by the Employer. The Department on Aging shall serve only to provide a list of Candidates and shall have no liability of any kind to the Candidate or the Employer for the actions and failures to act by the Candidate or the Employer.
3. The Employer will be given a list of possible Candidates who have been screened through a criminal background check by Castle Branch. The Department on Aging does not guarantee the credentials, performance, or employee satisfaction of any Candidate.
4. The Candidate shall be hired, employed and paid by the Employer. The Employer accepts full responsibility to interview Candidates from the list and will make all employment agreements with the individual Candidate. The Department on Aging/Jackson County Local Government shall not be responsible for any negligence of any kind by the Employer or Candidate as the Department on Aging shall only provide a list of screened candidates to the Employer. The Department on Aging shall act as a referral agency only and does not and will not hire or employ any Candidate. It is the responsibility of the Employer to screen each Candidate thoroughly prior to their employment. Employers are encouraged to be diligent in screening and interviewing Candidate. The Department on Aging/Jackson County Local Government does not employ, contract privately with, license or certify the Candidates that the Employers select to employ and has no control over the actions of the Candidates or Employers.
5. The Department on Aging/Jackson County Local Government shall not provide or keep any employment information of the Candidates and the Employer other than the initial

information provided in the Criminal History Background Check of the Candidate.

6. Any accidents, injuries and other relevant matters arising out of the employment of the Candidate and/or the Employer shall remain solely between the Employer and the Candidate and shall be settled between the parties, with or without arbitration, a civil suit or small claims proceeding. The Department on Aging/Jackson County Local Government shall at no time be brought into any issue arising between the Employer and Candidate as it is a disinterested party who has no liability in the matter. The Employer and Candidate agree to hold harmless the Department on Aging/Jackson County Local Government from any and all issues, of any nature, that may arise between the Employer and Candidate during their relationship as employer and employee.
7. The Employer will be responsible for negotiating and for payment of salaries and wages paid to the Candidate upon employment. The terms, such as job description, hours of employment, salary, mileage reimbursement and any other matters of employment shall be negotiated between the Employer and the Candidate. At no time shall salary payments made by the Employer to be paid through the Department on Aging/Jackson County Local Government. The Department on Aging shall not be a party to the employment of the Candidate by the Employer and assumes no responsibility for tax reporting or liability for taxes incurred. Please direct all questions concerning payments received by the Candidate, paid by the Employer, including tax reporting and withholdings to your tax professional.
8. The Department on Aging/Jackson County Local Government shall not have any responsibility for the follow-up on any formal or informal complaints involving any actions or failures between the Candidate and Employer. Should any situation or concern involve a criminal offense, all parties are expected to contact law enforcement or other appropriate legal authorities.
9. The Employer shall not, at any time, share the In-home List with anyone. Only Employers who have signed and acknowledged a Memorandum of Understanding provided by the Department on Aging shall be privy to the In-home List and related information. Employer understands that by sharing the In-home List with any outside party is a violation of this Agreement and there may be legal consequences to their actions.
10. Please remember that if you suspect that the care recipient is being abused, neglected or exploited, North Carolina law requires you to report that suspected abuse, neglect or exploitation to the county Department of Social Services.

I acknowledge that I have read the foregoing Memorandum of Understanding and understand the contents thereof. I further understand that I am bound by the terms contained herein and that the Department on Aging/Jackson County Local Government shall not be liable in any way for the actions and failure of both the Employer and Candidate.

EMPLOYER:

Date: _____

Printed Name of Employer

**THE COMPANY:
DEPARTMENT ON AGING**

Date: _____

By: _____

Printed Name

Date: _____

Witness: _____

Printed Name