

## CONSUMER/EMPLOYER'S APPLICATION PROCESS FOR PERSONAL ATTENDANTS

1. Employer Info. ( if applicable)
2. Application for Employment as a Personal Attendant
3. Work Agreement Between Consumer/Employer and Personal Attendant
4. Disclaimer/Addendum to Agreement between Consumer/Employer and Personal Attendant (PA)
5. Job Description
6. Civil Rights & Equal Opportunity Employment Statement
7. Form W-4
8. Form I-9
9. HIPAA Business Associate Agreement
10. Work Availability & Preferences
11. Fraud and Abuse Statement
12. Application Completion Verification
13. Verification of Training Completion

**Please include a photocopy of a State issued photo ID and your Social Security card. Personal Attendants (PA) cannot begin work until the application is completed and the start date is verified by the Fiscal Management Service Provider.**

If you have any questions, please call: 1-800-610-7910 and ask for DE Program.

Information of consumer/employer submitting this application

\* Name Personal Attendant (Applicant): \_\_\_\_\_

\* Consumer/Employer submitting this application (if applicable):

\_\_\_\_\_

\* Relationship of Consumer and Attendant (if applicable):

Parent       Spouse       Child under 21

\* Employer's Main Phone Number: \_\_\_\_\_

\* Employer's Alternate Number: \_\_\_\_\_

\* Employer's Email Address: \_\_\_\_\_

**APPLICATION FOR EMPLOYMENT AS AN ATTENDANT**

\_\_\_\_\_  
 \* NAME OF APPLICANT                      \*(AREA CODE) TELEPHONE #                      \*SOCIAL SECURITY#

\_\_\_\_\_  
 \*STREET ADDRESS APT#                      \*CITY/TOWN                      \*STATE                      \*ZIP CODE

\_\_\_\_\_  
 \*ALTERNATE PHONE                      \*E-MAIL ADDRESS

**MINIMUM QUALIFICATIONS FOR EMPLOYMENT AS A PERSONAL ATTENDANT (PA) IN THE DELAWARE PERSONAL ATTENDANT SERVICES PROGRAM**

1. Be 18 years of age or older, or if a minor, must be approved to work by the Delaware Division of Services for Aging and Adults with Physical Disabilities (DSAAPD)
2. Have the required skills to perform attendant care services as specified in the Consumer/Employer's service plan;
3. Possess basic math, reading and writing skills;
4. Possess a valid Social Security number
5. Be willing to submit to a criminal record check; and
6. Demonstrate the capability to perform health maintenance activities required by the Consumer/Employer and/or specified in the Consumer/Employer's service plan, or be willing to receive training in performance of the specified health maintenance activity.

Attached to the application for employment as a Personal Attendant (PA) is a summary of the following:

- Minimum qualifications for employment as a Personal Attendant (PA).
- A summary of the tasks and activities a Personal Attendant (PA) may be asked to perform.

The applicant's signature on the line below acknowledges that you have been provided this information and have read the qualifications for employment as a Personal Attendant (PA) in the Delaware Personal Attendant Services Program.

I acknowledge that I have received, read and meet ALL "Minimum Qualifications for Employment as a Personal Attendant (PA) in the Delaware Personal Attendant Service Program" listed in the box above.

\*Attendant Signature: \_\_\_\_\_ \*Date: \_\_\_\_\_



Applications are considered for all positions without regard to race, color, religion, national origin, age, martial or veteran status, or the presence of an on-job related medical condition or disability.

* EDUCATION			
	NAME OF SCHOOL	DATES ATTENDED	DID YOU GRADUATE?
HIGH SCHOOL			YES / NO
COLLEGE			YES / NO
VOCATIONAL SCHOOL/ PREVIOUS HEALTHCARE TRAINING			YES / NO

* EMPLOYMENT			
Most recent employer first:			
DATES	EMPLOYER/SUPERVISOR'S PHONE NUMBER	POSITION/DUTIES	REASON FOR LEAVING
From:	Employer:		
To:	Supervisor Name:		
	Phone #:		
From:	Employer:		
To:	Supervisor Name:		
	Phone #:		
From:	Employer:		
To:	Supervisor Name:		
	Phone #:		
From:	Employer:		
To:	Supervisor Name:		
	Phone #:		

**WORK REFERENCES: (Do not include relatives or friends)**

*NAME: _____	*NAME: _____
*PHONE #: _____	*PHONE #: _____
*LENGTH OF TIME EMPLOYED: _____	*LENGTH OF TIME EMPLOYED: _____
*NAME: _____	*NAME: _____
*PHONE #: _____	*PHONE #: _____
*LENGTH OF TIME EMPLOYED: _____	*LENGTH OF TIME EMPLOYED: _____

**IN CASE OF ACCIDENT NOTIFY:**

_____	_____	_____
*Name	*Relationship	*(Area Code) Telephone #
_____	_____	_____
*Street Address      Apt#	*City/Town	*State      *Zip Code

**GENERAL INFORMATION:**

How long have you lived in Delaware? \_\_\_\_\_

Do you possess basic math, reading and writing skills?      \_\_\_\_\_ YES      \_\_\_\_\_ NO

Can you read and understand English?      \_\_\_\_\_ YES      \_\_\_\_\_ NO

List other languages that you speak: \_\_\_\_\_

Do you have any allergies?      \_\_\_\_\_ YES      \_\_\_\_\_ NO      If so, please specify: \_\_\_\_\_

Do you have any communicable disease? \_\_\_\_\_ YES      \_\_\_\_\_ NO

Do you smoke?      \_\_\_\_\_ YES      \_\_\_\_\_ NO

Do you object to being around smokers? \_\_\_\_\_ YES      \_\_\_\_\_ NO

Do you object to being near:      Dogs? \_\_\_\_\_ YES      \_\_\_\_\_ NO      Cats? \_\_\_\_\_ YES      \_\_\_\_\_ NO

Do you have a **valid** driver's license?      \_\_\_\_\_ YES      \_\_\_\_\_ NO

Do you have a car available to you?      \_\_\_\_\_ YES      \_\_\_\_\_ NO

Are you authorized to work in the United States? \_\_\_\_\_ YES      \_\_\_\_\_ NO

**WORK REFERENCES FOR PERSONAL ATTENDANT (PAs)**

GOOD MORNING/AFTERNOON/EVENING, THIS IS JEVS Supports for Independence \_\_\_\_\_  
\_\_\_\_\_ has applied to work for a Consumer/Employer who uses our Personal  
Attendant Services Program, and has given your name as a reference. In this position, she/he would be  
working in the home of an individual with a physical disability, helping them with their bathing, feeding,  
etc. I would like to know what kind of a worker she/he was \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Was she/he dependable? \_\_\_\_\_

Was she/he punctual? \_\_\_\_\_

Could this person work with individuals with physical disabilities? \_\_\_\_\_

Would you rehire her/him? \_\_\_\_\_

What was her/his weakest trait in working? \_\_\_\_\_

Confirmation of dates employed: \_\_\_\_\_

\_\_\_\_\_  
\*Signature of Attendant / Date

\_\_\_\_\_  
Training Instructor / Date

\_\_\_\_\_  
Company / Contact person

\_\_\_\_\_  
Signature / Date

**WORK REFERENCES FOR PERSONAL ATTENDANT (PAs)**

GOOD MORNING/AFTERNOON/EVENING, THIS IS JEVS Supports for Independence \_\_\_\_\_  
\_\_\_\_\_ has applied to work for a Consumer/Employer who uses our Personal  
Attendant Services Program, and has given your name as a reference. In this position, she/he would be  
working in the home of an individual with a physical disability, helping them with their bathing, feeding,  
etc. I would like to know what kind of a worker she/he was \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Was she/he dependable? \_\_\_\_\_

Was she/he punctual? \_\_\_\_\_

Could this person work with individuals with physical disabilities? \_\_\_\_\_

Would you rehire her/him? \_\_\_\_\_

What was her/his weakest trait in working? \_\_\_\_\_

Confirmation of dates employed: \_\_\_\_\_

\_\_\_\_\_  
\*Signature of Attendant / Date

\_\_\_\_\_  
Training Instructor / Date

\_\_\_\_\_  
Company / Contact person

\_\_\_\_\_  
Signature / Date



## AGREEMENT BETWEEN CONSUMER AND ATTENDANT

### Parties to Agreement

This Consumer/Employer agreement is made between \* [REDACTED] (Hereafter referred to as "Consumer/Employer") and \* [REDACTED] (Hereafter referred to as Personal Attendant). The purpose of this agreement is to establish the responsibilities of the parties to each other.

Relationship to consumer:     Parent     Spouse     Child under 21

### Duration of Agreement

This agreement will be effective when it is signed by both parties. The agreement will be in effect until it is terminated by either party with 5 calendar days of notice to the other, which may be provided orally or in writing.

### Attendant Qualifications

The Personal Attendant (PA) attests that he or she meets minimum qualifications for employment in the Delaware Personal Attendant Services Program.

1. Personal Attendant is 18 years of age or older, or if a minor, has received approval to work from Delaware Division of Services for Aging and Adults with Physical Disabilities (DSAAPD).
2. Personal Attendant has the required skills to perform the services as specified in the Consumer/Employer's service plan.
3. Personal Attendant possesses basic math, reading, and writing skills.
4. Personal Attendant possesses a valid Social Security number
5. Personal Attendant is willing to submit to a criminal record check
6. Personal Attendant can demonstrate the capability to perform health maintenance activities required by the Consumer/Employer and/or specified in the Consumer/Employer's service plan, or be willing to receive training in performance of the specified health maintenance activities.

### Personal Attendant Responsibilities

1. Attendant understands that Attendant is employed by the Consumer and not by the Financial Management Service or the State of Delaware.
2. Personal Attendant agrees to assist Consumer/Employer by providing the services and performing the activities specified in Consumer/Employer's service plan
3. Personal Attendant agrees to protect the health and welfare of Consumer/Employer by providing authorized services in accordance with the policies and standards of the Delaware Personal Attendant Services Program.
4. Personal Attendant agrees to provide Personal Attendant Services on a schedule mutually agreed upon between the Consumer/Employer and the Personal Attendant. On an exception basis, occasional variations in the Personal Attendant Services tasks and in the schedule will occur, based on mutual agreement of the parties.
5. In the event of illness, emergency, or incident preventing Personal Attendant from providing scheduled service to Consumer/Employer, Personal Attendant agrees to notify Consumer/Employer as soon as possible so that Consumer/Employer can obtain assistance from someone else.

6. Personal Attendant agrees to participate in training in providing Personal Attendant Services, including training in performing any health maintenance activities, as required by Consumer/Employer and/or as specified in Consumer/Employer's service plan.

7. Personal Attendant agrees to maintain Consumer/Employer's confidentiality and respect Consumer/Employer's privacy.

8. Personal Attendant agrees to have taken out of his/her check all required federal, state, and/or local wage and/or income taxes levied against Personal Attendant's wages. Personal Attendant agrees to cooperate with Consumer/Employer, and consumer's Fiscal Management Service in providing information needed to comply with all income and unemployment taxation laws and regulations.

9. Personal Attendant understands that this agreement does not guarantee employment by the consumer employer.

**Consumer/Employer Responsibilities**

1. Consumer/Employer agrees to orient, train, and direct Personal Attendant in providing the Personal Attendant Services that are described and authorized by the Consumer/Employer's service plan.

2. Consumer/Employer agrees to establish a mutually agreeable schedule for Personal Attendant services, either orally or in writing.

3. Consumer/Employer agrees to provide adequate notice of changes in the Personal Attendant work schedule in the event of unforeseen circumstances or emergencies, but such notice cannot be guaranteed.

4. In consideration of Personal Attendant's satisfactory job performance, Consumer/Employer agrees to authorize completed Personal Attendant time sheets and to pay Personal Attendant net wages on a regular and timely basis according to a predetermined payroll schedule. Net wages will include gross earnings calculated according to Personal Attendant's pay rate minus payroll deductions from gross earnings. Consumer/Employer agrees to provide Personal Attendant with a record of payments and deductions made from gross earnings.

5. Consumer/Employer agrees to authorize all pay for income and unemployment taxes.

**Modification and Termination of Agreement**

This agreement can be modified by agreement of both parties. This agreement can be terminated immediately by either of the parties for cause. This agreement may be terminated without cause with 5 (five) days notice of one party to the other party orally or in writing.

**Mutual Responsibilities**

The parties agree to follow the policies and procedures of the Delaware Personal Attendant Services Program. The Personal Attendant and Consumer/Employer agree to hold harmless, release, and forever discharge JEVS Supports for Independence, and its agents, from any claims and/or damages that might arise out of any action or omissions by the Attendant or the Consumer.

**\*Consumer/Employer Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**\*Personal Attendant Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Disclaimer/Addendum to Agreement between Personal Attendant and Consumer/Employer**

I \* [redacted] understand and agree that by signing this Disclaimer/Addendum, I recognize that JEVS Support for Independence is not my employer, but rather that my employer is each individual consumer for whom I perform any work activity. I recognize that JEVS is the Fiscal Management Service selected by Consumer/Employers for whom I may work. I further agree that my signature below indicates that I will adhere to all of the terms and conditions that I agreed to by signing the Agreement between Consumer/Employer and Personal Attendant Services.

\_\_\_\_\_  
\*PA Signature

\_\_\_\_\_  
\*Date

## Job Description

Job Title: Personal Attendant (PA)

Summary of Major Duties/Responsibilities:

Under the employment and supervision of the Consumer/Employer, provides personal and ancillary care to a senior or to a person who has a physical disability. These activities include but are not limited to bathing, dressing, grooming, toileting, and meal preparation. Additional tasks are, but are not limited to laundry, light housekeeping, errands and shopping. Health Maintenance Activities may be performed, provided proper training and documentation has been completed. Based on the consumer's individual service plan, these services can be provided any time of the day, seven (7) days per week.

Qualifications:

I certify that I have the required skills to perform Personal Attendant Services as specified in the consumer's service plan, possess basic math, reading and writing skills, possess a valid Social Security number, and am willing to submit to a criminal records check. I certify that I am 18 years of age or older, or if a minor, that I have been approved to work as a Personal Attendant by the Delaware Division of Services for Aging and Adults with Physical Disabilities.

I understand that positions are considered part time and work is always available. It is the responsibility of the PAs to call in to the office for referrals to other consumer/employers.

I also understand that I may not perform Health Maintenance Activities without being properly trained by the Consumer/Employer.

Termination of PAs:

PAs are required to provide the consumer/employer for whom they work with five (5) calendar days of notice, either orally or written.

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\*PA SIGNATURE

**STATEMENT OF AGREEMENT AND COMPLIANCE**

I have read and understand the attached information regarding the Civil Rights of Consumer/Employers and PAs and the Equal Opportunity Statements and agree to follow the guidelines.

\_\_\_\_\_  
\*PA SIGNATURE

\_\_\_\_\_  
\*DATE

## ***Equal Rights for Consumers/Employers and Attendant***

### ***Policy on Equal Employment Opportunity***

The Program is committed to ensuring equal rights for Consumers/Employers and Attendants. All employment decisions, policies and practices are made without regard to an individual's race; color, religion, age, creed, sex, sexual preference, national origin or non-job related handicap. The Program, its Consumer/Employers or Attendants, will not engage in or tolerate unlawful discrimination in any manner or form.

Anyone who discriminates on account of or who uses language or displays conduct (including any form of harassment) which reflects negatively on any race, color, religion, age, creed, sex, sexual preference, national, origin, or handicap will be subject to disciplinary action up to and including discharge or service termination. Anyone who permits such language or conduct without properly disciplining the offender likewise will be subject to appropriate disciplinary action up to and including discharge or service termination. Language or conduct given in jest or fun will be treated as though it was intended.

### ***Policy Prohibiting Sexual Harassment***

Sexual harassment is a form of illegal sex discrimination which the Program, its Consumers/Employers or Attendants, will not tolerate.

Sexual harassment does not refer to occasional compliments of socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, and therefore, interferes with work effectiveness.

Consistent with the foregoing, pursuant to the guidelines on sex discrimination issued by the Equal Employment Opportunity Commission (copy attached), it is illegal and against the policies of The Program:

For any Consumer/Employer or Attendant, male or female, to threaten or insinuate, expressly or implicitly, that a Consumer/Employer or Attendant refusal to submit to unwelcome sexual advances will affect adversely the Attendant's continued employment or Consumer's service delivery, evaluation, wages, assignment of duties or any other condition of employment. For any Consumer/Employer or non-supervisory to engage in unwelcome sexually-oriented or otherwise hostile conduct which has the purpose or effect of unreasonably interfering with your work performance or of creating or intimidating, hostile or offensive working environment. Such conduct, if unwelcome, may include: sexual bantering, off-color language or jokes; offensive sexual flirtations; Advances or propositions; verbal abuse of sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe individuals, and displays of sexually suggestive objects or pictures.

You have the right to be treated with dignity and respect.

## **GUIDELINES ON DISCRIMINATION BECAUSE OF SEX**

### § 710. Definitions

For the purposes of this subchapter:

(1) "Age" as used in this subchapter means the age of 40 or more years of age.

(2) "Charging party" means any individual or the Department who initiates proceedings by the filing of a verified charge of discrimination, and who preserves a cause of action in Superior Court by exhausting the administrative remedies pursuant to the provisions of § 714 of this title.

(3) "Conciliation" for the purposes of this chapter refers to a process which requires the appearance of the parties after a full investigation resulting in a final determination of reasonable cause.

(4) "Delaware Right to Sue Notice" for the purposes of this chapter refers to a final acknowledgement of the charging party's exhaustion of the administrative remedies provided herein and written notification to the charging party of a corresponding right to commence a lawsuit in Superior Court.

(5) "Employee" means an individual employed by an employer, but does not include:

- a. Any individual employed in agriculture or in the domestic service of any person,
- b. Any individual who, as a part of that individual's employment, resides in the personal residence of the employer,
- c. Any individual employed by said individual's parents, spouse or child, or
- d. Any individual elected to public office in the State or political subdivision by the qualified voters thereof, or any person chosen by such officer to be on such officer's personal staff, or an appointee on the policy making level or an immediate advisor with respect to the exercise of the constitutional or legal powers of the office. The exemption set forth in the preceding sentence shall not include employees subject to the merit service rules or civil service rules of the state government or political subdivision.

(6) "Employer" means any person employing 4 or more employees within the State at the time of the alleged violation, including the State or any political subdivision or board, department, commission or school district thereof.

(7) "Employment agency" means any person regularly undertaking with or without compensation to procure employees for an employer or to procure for employees opportunities to work for an employer and includes an agent of such a person.

(8) "Genetic information" for the purpose of this chapter means the results of a genetic test as defined in § 2317(a) (3) of Title 18.

(9) "Job related and consistent with business necessity" means the condition in question renders the individual unable to perform the essential functions of the position that such individual holds or desires. This includes situations in which the individual poses a direct threat to the health or safety of the individual or others in the workplace.

(10) "Labor organization" includes any organization of any kind, any agency or employee representation committee, group, association or plan so engaged in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours or other terms or conditions of employment, any conference, general committee, joint or system board or joint council so engaged which is subordinate to a national or international labor organization.

(11) "Mediation" for the purposes of this chapter refers to an expedited process for settling employment disputes with the assistance of an impartial third party prior to a full investigation.

(12) "No cause determination" means that the Department has completed its investigation and found that there is no reasonable cause to believe that an unlawful employment practice has occurred or is occurring. A no cause determination is a final determination ending the administrative process and provides the charging party with a corresponding Delaware Right to Sue Notice.

(13) "Person" includes 1 or more individuals, labor unions, partnerships, associations, corporations, legal representatives, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy or receivers.

(14) "Reasonable cause determination" means that the Department has completed its investigation and found reasonable cause to believe that an unlawful employment practice has occurred or is occurring. A reasonable cause determination requires the parties' good faith efforts in conciliation.

(15) "Religion" as used in this subchapter includes all aspects of religious observance and practice, as well as belief, unless an employer demonstrates that the employer is unable to reasonably accommodate an employee's or prospective employee's religious observance or practice without undue hardship on the conduct of the employer's business.

(16) "Respondent" means any person named in the Charge of Discrimination, including but not limited to employers, employment agencies, and labor organizations, joint labor-management committees, controlling apprenticeship or other training programs including on-the-job training programs.

(17) "Secretary" means the Secretary of the Department of Labor or the Secretary's designee. (19 Del. C. 1953, § 710; 58 Del. Laws, c. 285; 62 Del. Laws, c. 97, § 1; 70 Del. Laws, c. 186, § 1; 71 Del. Laws, c. 457, § 2; 74 Del. Laws, c. 356.)

#### **WHAT TO DO IF YOU FEEL YOU HAVE BEEN SUBJECTED TO UNLAWFUL DISCRIMINATION OR OTHER HARASSMENT**

1. Immediately contact your program coordinator and explain your complaint in detail. At this time, you may be asked to put your complaint in writing.
2. A fact finding meeting may be scheduled between all parties involved including: Consumer/Employer, Attendant, Program Coordinator, and Project Director, at which time the written complaint is reviewed. (Following the meeting an opportunity may be given to correct the behavior.)

3. Unresolved complaints and situations requiring further fact finding or investigation will be referred to:

The Office of Discrimination  
Suite 100, The Windsor  
24 N.W. Front Street  
Milford, DE 19963  
(302) 422-1134

# Form W-4 (2010)

**Purpose.** Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

**Exemption from withholding.** If you are exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2010 expires February 16, 2011. See Pub. 505, Tax Withholding and Estimated Tax.

**Note.** You cannot claim exemption from withholding if (a) your income exceeds \$950 and includes more than \$300 of unearned income (for example, interest and dividends) and (b) another person can claim you as a dependent on his or her tax return.

**Basic instructions.** If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

**Head of household.** Generally, you may claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

**Tax credits.** You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 919, How Do I Adjust My Tax Withholding, for information on converting your other credits into withholding allowances.

**Nonwage income.** If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax

payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 919 to find out if you should adjust your withholding on Form W-4 or W-4P.

**Two earners or multiple jobs.** If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 919 for details.

**Nonresident alien.** If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

**Check your withholding.** After your Form W-4 takes effect, use Pub. 919 to see how the amount you are having withheld compares to your projected total tax for 2010. See Pub. 919, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

## Personal Allowances Worksheet (Keep for your records.)

**A** Enter "1" for **yourself** if no one else can claim you as a dependent . . . . . **A** \_\_\_\_\_

**B** Enter "1" if: } **B** \_\_\_\_\_

- You are single and have only one job; or
- You are married, have only one job, and your spouse does not work; or
- Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.

**C** Enter "1" for your **spouse**. But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) . . . . . **C** \_\_\_\_\_

**D** Enter number of **dependents** (other than your spouse or yourself) you will claim on your tax return . . . . . **D** \_\_\_\_\_

**E** Enter "1" if you will file as **head of household** on your tax return (see conditions under **Head of household** above) . . . . . **E** \_\_\_\_\_

**F** Enter "1" if you have at least \$1,800 of **child or dependent care expenses** for which you plan to claim a credit . . . . . **F** \_\_\_\_\_

**(Note.** Do **not** include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)

**G** **Child Tax Credit** (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information.

- If your total income will be less than \$61,000 (\$90,000 if married), enter "2" for each eligible child; then **less** "1" if you have three or more eligible children.
- If your total income will be between \$61,000 and \$84,000 (\$90,000 and \$119,000 if married), enter "1" for each eligible child plus "1" **additional** if you have six or more eligible children. **G** \_\_\_\_\_

**H** Add lines A through G and enter total here. **(Note.** This may be different from the number of exemptions you claim on your tax return.) **H** \_\_\_\_\_

For accuracy, **complete all worksheets that apply.** }

- If you plan to **itemize or claim adjustments to income** and want to reduce your withholding, see the **Deductions and Adjustments Worksheet** on page 2.
- If you have **more than one job** or are **married and you and your spouse both work** and the combined earnings from all jobs exceed \$18,000 (\$32,000 if married), see the **Two-Earners/Multiple Jobs Worksheet** on page 2 to avoid having too little tax withheld.
- If **neither** of the above situations applies, **stop here** and enter the number from line H on line 5 of Form W-4 below.

----- Cut here and give Form W-4 to your employer. Keep the top part for your records. -----

Form <b>W-4</b> Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Employee's Withholding Allowance Certificate</h2> <p style="margin: 0;">▶ <b>Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.</b></p>	OMB No. 1545-0074  <span style="font-size: 2em; font-weight: bold;">2010</span>
1 Type or print your first name and middle initial. Last name		2 Your social security number
Home address (number and street or rural route)		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. <b>Note.</b> If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.
City or town, state, and ZIP code		4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. <input type="checkbox"/>
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)		5 _____ 6 \$ _____
6 Additional amount, if any, you want withheld from each paycheck		
7 I claim exemption from withholding for 2010, and I certify that I meet <b>both</b> of the following conditions for exemption. <ul style="list-style-type: none"> <li>• Last year I had a right to a refund of <b>all</b> federal income tax withheld because I had <b>no</b> tax liability <b>and</b></li> <li>• This year I expect a refund of <b>all</b> federal income tax withheld because I expect to have <b>no</b> tax liability.</li> </ul> If you meet both conditions, write "Exempt" here . . . . . ▶		7 _____
Under penalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct, and complete.		
Employee's signature (Form is not valid unless you sign it.) ▶		Date ▶
8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)		9 Office code (optional) 10 Employer identification number (EIN)

Read instructions carefully before completing this form. The instructions must be available during completion of this form.

**ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the documents have a future expiration date may also constitute illegal discrimination.

**Section 1. Employee Information and Verification** (To be completed and signed by employee at the time employment begins.)

Print Name: Last	First	Middle Initial	Maiden Name
Address (Street Name and Number)		Apt. #	Date of Birth (month/day/year)
City	State	Zip Code	Social Security #

**I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.**

I attest, under penalty of perjury, that I am (check one of the following):

- A citizen of the United States
- A noncitizen national of the United States (see instructions)
- A lawful permanent resident (Alien #) \_\_\_\_\_
- An alien authorized to work (Alien # or Admission #) \_\_\_\_\_ until (expiration date, if applicable - month/day/year)

Employee's Signature \_\_\_\_\_ Date (month/day/year) \_\_\_\_\_

**Preparer and/or Translator Certification** (To be completed and signed if Section 1 is prepared by a person other than the employee.) I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Preparer's/Translator's Signature	Print Name
Address (Street Name and Number, City, State, Zip Code)	
Date (month/day/year)	

**Section 2. Employer Review and Verification** (To be completed and signed by employer. Examine one document from List A OR examine one document from List B and one from List C, as listed on the reverse of this form, and record the title, number, and expiration date, if any, of the document(s).)

List A	OR	List B	AND	List C
Document title: _____	OR	_____	AND	_____
Issuing authority: _____		_____		_____
Document #: _____		_____		_____
Expiration Date (if any): _____		_____		_____
Document #: _____		_____		_____
Expiration Date (if any): _____				

**CERTIFICATION:** I attest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, that the above-listed document(s) appear to be genuine and to relate to the employee named, that the employee began employment on (month/day/year) \_\_\_\_\_ and that to the best of my knowledge the employee is authorized to work in the United States. (State employment agencies may omit the date the employee began employment.)

Signature of Employer or Authorized Representative	Print Name	Title
Business or Organization Name and Address (Street Name and Number, City, State, Zip Code)		Date (month/day/year)

**Section 3. Updating and Reverification** (To be completed and signed by employer.)

A. New Name (if applicable)	B. Date of Rehire (month/day/year) (if applicable)
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C. If employee's previous grant of work authorization has expired, provide the information below for the document that establishes current employment authorization.

Document Title: \_\_\_\_\_ Document #: \_\_\_\_\_ Expiration Date (if any): \_\_\_\_\_

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Date (month/day/year)
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## LISTS OF ACCEPTABLE DOCUMENTS

All documents must be unexpired

LIST A Documents that Establish Both Identity and Employment Authorization	LIST B Documents that Establish Identity	LIST C Documents that Establish Employment Authorization
<b>OR</b>		<b>AND</b>
1. U.S. Passport or U.S. Passport Card	1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address	1. Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa	2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address	2. Certification of Birth Abroad issued by the Department of State (Form FS-545)
4. Employment Authorization Document that contains a photograph (Form I-766)	3. School ID card with a photograph	3. Certification of Report of Birth issued by the Department of State (Form DS-1350)
5. In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form I-94 or Form I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form	4. Voter's registration card	
	5. U.S. Military card or draft record	
	6. Military dependent's ID card	5. Native American tribal document
	7. U.S. Coast Guard Merchant Mariner Card	
	8. Native American tribal document	
9. Driver's license issued by a Canadian government authority	6. U.S. Citizen ID Card (Form I-197)	
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI	<b>For persons under age 18 who are unable to present a document listed above:</b>	7. Identification Card for Use of Resident Citizen in the United States (Form I-179)
	10. School record or report card	8. Employment authorization document issued by the Department of Homeland Security
	11. Clinic, doctor, or hospital record	
	12. Day-care or nursery school record	

**Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)**

## HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“Agreement”) supplements and is made a part of the agreement (“Agreement”) by and between Jewish Employment and Vocational Service, as a Covered Entity (“CE”) and the Personal Attendant, as a Business Associate (“Associate”) of CE and is effective as of date indicated herein.

### RECITALS

- A. WHEREAS, CE wishes to disclose certain information (“Information”) to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”).
- B. WHEREAS, CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and the regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.
- C. WHEREAS, the purpose of this Agreement is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations as the same may be amended from time to time.

### Obligations of Associate

- a. Permitted Uses and Disclosures—Associate may use and/or disclose PHI received by Associate pursuant to this Agreement (“CE’s PHI”) solely in accordance with the specifications set forth in Exhibit A, which is incorporated herein by reference. In the event of any conflict between this Agreement and Exhibit A, this Agreement shall control.
- b. Nondisclosure—Associate shall not use or further disclose CE’s PHI other than is permitted or required by this Agreement or as required by law.
- c. Safeguards—Associate shall use appropriate safeguards to prevent use or disclosure of CE’s PHI otherwise than as provided for by this Agreement. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate’s operations and the nature and scope of its activities.
- d. Reporting of Disclosures—Associate shall report to CE any use or disclosure of CE’s PHI other than as provided for by this Agreement of which Associate becomes aware.
- e. Associate’s Agents—Associate shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by Associate of behalf of) CE agree to the same restrictions and conditions that apply to Associate with respect to such PHI.
- f. Availability of Information to CE—Associate shall make available to CE or an Individual such information as CE may require to fulfill CE’s obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and the HIPAA Regulations.

- g. Amendment of PHI—Associate shall make CE’s PHI available to CE or to an Individual as CE may require to fulfill CE’s obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, and Associate shall, as directed by CE, incorporate any amendments to CE’s PHI into copies of such PHI maintained by Associate.
- h. Internal Practices—Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from CE (or created or received by Associate on behalf of CE) available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Associate’s compliance with HIPAA and the HIPAA Regulations.
- i. Duty to Mitigate—Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to associate of a use or disclosure of PHI by Associate in violation of the requirements of this Agreement.

Notification of Breach—During the term of this Agreement, Associate shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or and actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

JEVS Human Resources  
 By: \_\_\_\_\_  
 Print Name: Dina Sanz  
 Title: Director of Operations  
 Date: June 26, 2008

ASSOCIATE  
 Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

### Work Availability & Preferences

- 1. What is your mode of transportation?  Personal Vehicle  Public Transportation
- 2. Do you know how to use a Hoyer lift?  Yes  No
- 3. Do you have any lifting limitations?  Yes  No

If so, please describe: \_\_\_\_\_

- 4. Are you willing to work for a number of different employers in the program?

If not, please give the name(s) of those employers for whom you plan to work exclusively:

\_\_\_\_\_

If so, please indicate the areas you would be willing to work in to fill multiple positions:

New Castle  Kent  Sussex

- 5. Would you be available for back-up or emergency work in addition to regularly scheduled hours?  
 Yes  No

If so, what areas would you be available to work in on an emergency/back-up basis?

New Castle  Kent  Sussex

- 6. Please provide the best way to reach you to inform you of available positions:

Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_ Email: \_\_\_\_\_

- 7. Do you have any comments or questions?

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**FRAUD AND ABUSE STATEMENT**

I understand that funding for the Delaware Personal Attendant Services Program comes from Delaware State general funds and Delaware's portion of the Tobacco settlement funds.

Please be advised that commission of the following will result in the immediate termination of your services or employment and possible legal actions:

Fraud, which includes, but is not limited to furnishing false information, submitting time sheets for services not rendered and any falsification of times of arrival or departure or of unauthorized or improper signatures on any documents.

Theft from, threats to, abuse of, or intimidation of consumers, personal attendants, or staff.

I have read, discussed any questions and understand the above statement.

\_\_\_\_\_  
Personal Attendant Signature

\_\_\_\_\_  
Date

Application Completion Verification

I have completed the Personal Attendant Services Employment Application Process. I have read and understand the topics listed below. I agree to comply with the rules and regulations and to follow my Consumer/Employer's service plan. I realize any deviation from these procedures may result in termination from the program.

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\*Personal Attendant Signature

\*Date

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\*Print Name

\*Date

1. Application for Employment as a Personal Attendant
2. Work Agreement Between Consumer/Employer and Personal Attendant
3. Disclaimer/Addendum to Agreement between Consumer/Employer and Personal Attendant (PA)
4. Job Description
5. Civil Rights & Equal Opportunity Employment Statement
6. Form W-4
7. Form I-9
8. HIPAA Business Associate Agreement
9. Work Availability & Preferences
10. Fraud and Abuse Statement
11. Application Completion Verification

**VERIFICATION OF TRAINING COMPLETION**

I have been oriented to the Delaware Personal Attendant Program. I have read and understand the topics listed below. I agree to comply with the rules and regulations and to follow my consumer/employer's service plan. I realize any deviation from these procedures may result in termination from the program.

\_\_\_\_\_  
\*Personal Attendant Signature

\_\_\_\_\_  
\*Date

\_\_\_\_\_  
\*Print Name

\_\_\_\_\_  
\*Date

\_\_\_\_\_  
\*Consumer Training Instructor Signature

\_\_\_\_\_  
\*Date

\_\_\_\_\_  
\*Print Name

\_\_\_\_\_  
\*Date

1. Purpose of the Personal Attendant Services
2. Service Plan
3. Universal Precautions Training
4. Interviewing Tips
5. Physical Impairments
6. Social and Communication Skills & Working With Persons With Disabilities
7. Cultural Sensitivity
8. Body Mechanics & Transfers
9. Fire Safety
10. How To Use A Fire Extinguisher
11. PA Time Reporting Procedures and Time Log
12. Total Pay Card
13. Complaint Form
14. Notice of Discontinued Employment
15. Agreement Between Consumer – Employer and Personal Attendant
16. Addendum to Agreement Between Consumer – Employer and Personal Attendant (PA)
17. Fraud and Abuse Statement
18. Verification of Training Completion