



## EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is entered into as of the 29<sup>th</sup> day of December 2022, between LOHO, a Washington nonprofit corporation (“LOHO”) and Amy Hatchel (the “Employee”).

**1. Duties, Term, and Compensation.** Subject to the terms and conditions of this Agreement, LOHO employs Employee as a Resident Manager and Entity Representative for Hamlet House, an Adult Family Home (AFH), and Employee accepts such employment. Employee’s duties shall commence on January 1, 2023, and shall include administration, management, and oversight of the provision of care and activities of daily living for residents of Hamlet House. Employee’s duties, responsibilities and tasks are described more specifically in the attached job description. Employee agrees that Employee will diligently perform all duties assigned to Employee by LOHO and will devote all of Employee’s efforts to those duties to the best of Employee’s skill and ability. For this Agreement, Employee’s compensation shall be an annual salary of Eighty Thousand Dollars (\$80,000.00). Employee is exempt and is not eligible for overtime. Employee will be paid on a bi-weekly basis. LOHO shall have the right to collect or withhold from any compensation due to Employee under this Agreement any and all payroll taxes, assessments, withholdings and other amounts as required by applicable federal, state and local withholding laws or regulations. Any additional compensation or benefits will be provided in accordance with Hamlet House’s Employee Manual, which may be revised from time to time at the Board’s discretion.

**2. Licenses.** Employee represents and affirms that Employee is duly licensed to provide services to LOHO hereunder, and that such licenses held by Employee and issued by the Washington State Department of Social Health Services (“DSHS”) or the Washington State Department of Health (“DOH”) are not currently subject to any suspension or revocation, and, if during the term of this Agreement the license(s) is subject to expiration without timely renewal, suspension, or revocation, that Employee shall immediately notify LOHO.

**3. Training and Certification.** Employee represents and affirms that Employee meets the minimum qualifications of WAC 388-76-10130 and the training and certification requirements of Chapter 388-112A WAC; and that Employee holds a home care aide (HCA) certification consistent with Chapter 246-980 WAC, unless an applicable exemption applies. If Employee believes that an exemption to the HCA certification requirement applies, Employee will immediately notify LOHO. Employee further represents and affirms that any HCA certification held by Employee is not currently subject to any suspension or revocation, and, if during the term of this Agreement the certification is subject to expiration without timely renewal, suspension, or revocation, that Employee shall immediately notify LOHO.

In addition to the foregoing training and certification requirements, LOHO may also require that Employee undergo additional specialty training consistent with Chapter 388-112A WAC and WAC 388-76-10495, et seq.

**4. CPR and First-Aid.** Employee understands that he or she is required to maintain a current valid first-aid and cardiopulmonary resuscitation (CPR) card or certificate as required in Chapters 388-76 and 388-112A WAC. Employee also represents and affirms that such cards and certificates are not currently subject to any suspension or revocation, and, if during the term of this Agreement the card or certificate is subject to expiration without timely renewal, suspension, or revocation, that Employee shall immediately notify LOHO.

**5. Required Background Check; Employment History Investigation; Tuberculosis Screening.** LOHO is required to investigate the criminal background employment histories of its prospective employees. Employee is also required to comply with tuberculosis screening requirements. Employee understands and agrees that his or her criminal and employment background and tuberculosis screening will be investigated as part of verifying fitness for initial and ongoing employment, and Employee agrees to cooperate in such investigation(s). Employee understands and agrees that passing a criminal background check, demonstrating an adequate employment history, and complying with tuberculosis screening requirements is a condition to employment by LOHO, and that the results of background checks and related records and information will be kept for at least two years after employment ends.

**6. Compliance with Laws and Regulations.** As a condition of employment, Employee agrees to comply with all rules and regulations applicable to the provision of care and daily living services, specifically including but not limited to those set forth in Chapters 388-76 WAC and Chapter 70.128 RCW, as now in effect and as hereinafter amended. LOHO may not be responsible for any fines, penalties or other criminal liabilities resulting from the acts of Employee, which may be solely the responsibility of Employee, at the Board's discretion.

**7. Compliance with Abuse & Neglect Policy.** LOHO is committed to ensuring that abandonment, abuse, neglect, and financial exploitation of vulnerable adults is prevented and that suspected instances of such conduct are investigated and reported. LOHO has adopted a policy regarding the management of suspected abandonment, abuse, neglect and financial exploitation, and a copy of this policy will be provided to Employee upon employment by LOHO. Employee understands and agrees that he or she is subject to the policy so long as Employee is employed by LOHO, and that such policy may be amended by LOHO from time to time.

**8. Termination.** Notwithstanding anything to the contrary herein, Employee's employment under this Agreement shall be on an "at will" basis such that either party may terminate this Agreement at any time, and for any reason, by providing written notice to the other party in compliance with the Notice provisions of this Agreement. In addition, this Agreement may be terminated by LOHO immediately as follows:

- i. If Employee is unable to provide the services agreed to by reason of temporary or permanent illness, Employee refusal, disability, incapacity, or death;

- ii. If Employee violates the terms of the abuse and neglect policy;
- iii. If Employee refuses to provide information requested for purposes of investigating his or her criminal background, DSHS or DOH certification, employment history, tuberculosis screening, or any other matters as may be required by DSHS or DOH regulations;
- iv. If Employee breaches any representation, warranty or affirmation in this Agreement;
- v. If Employee has a conviction, history, or finding described in WAC 388-76-10180 or is convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to Employee's duties under this Agreement;
- vi. If Employee's license, home care aid certification, or CPR or first-aid certificate as required by this Agreement or applicable regulations is suspended, cancelled, revoked, or expired.

**9. Notices.** Any notice required to be given or otherwise given pursuant to this Agreement shall be either (1) hand delivered; (2) mailed by certified mail, return receipt requested; or (3) sent by recognized overnight courier service to the parties at the following addresses; or (4) sent via email:

If to Employee:

Amy Hatchel, 1730 Richardson Road, Lopez Island, WA 98261, arhatchel@msn.com

If to LOHO:

LOHO, PO Box 785, Lopez Island, WA 98261-0785

**10. Entire Agreement (Integration) and Amendment.** The entire agreement between the parties is contained herein. Any and all amendments or modifications to this Agreement must be in writing and signed by all the parties.

**11. Supersedes Prior Agreements.** This Agreement supersedes all prior agreements between the parties.

**12. Severability.** If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable.

**13. Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

**14. Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

**15. Assignment.** The duties and services hereunder are personal in nature and, therefore, Employee shall not assign this Agreement, or any part hereof.

**16. Construction.** This Agreement has been jointly agreed to by the parties following negotiation between them. It shall be construed according to the fair intent of the language as a whole, and not for or against any party.

**17. Acceptance.** Employee's signature and return of this Agreement shall constitute acceptance of its terms and conditions.

**18. Independent Legal Advice.** The parties have had the opportunity to obtain the advice of independent legal counsel of their choice in connection with this Agreement, and the agreements and transactions contemplated herein.

**19. Addenda Controlling.** In the event a conflict arises between the terms and conditions of this Agreement and any Addenda or Addendum hereto, the Addenda or Addendum shall control.

**20. Controlling Law and Venue.** This Agreement and all existing and future disputes between the parties shall be governed by the substantive laws of the State of Washington. The parties agree to submit to the personal jurisdiction of the Courts of the State of Washington and agree that the Superior Court of San Juan County, Washington is the mandatory, exclusive venue for actions relating to or arising from this Agreement.

**21. Confidentiality.** The terms of this Agreement are confidential and proprietary to LOHO and shall not be disclosed by Employee to any third party without written permission from LOHO.

**22. Counterparts and Signatures.** This Agreement or the signature pages hereto may be executed in any number of counterparts for the convenience of the parties, all of which, when taken together and after execution by all parties hereto, shall constitute one and the same agreement. Signatures transmitted by email or facsimile shall be accepted as binding absent reasonable question as to authenticity.

**In Witness Whereof,** this Agreement has been executed by the parties hereto, and is enforceable until the Agreement is terminated in accordance with the terms above.

**LOHO:**

**Employee:**

LOHO

Amy Hatchel

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

## ADDENDUM TO EMPLOYMENT AGREEMENT

### HAMLET HOUSE RESIDENT MANAGER/ENTITY REPRESENTATIVE JOB DESCRIPTION

Position Summary: The Resident Manager/Entity Representative is responsible for the successful operation of Hamlet House. The incumbent reports to the LOHO Board of Directors and also works closely with The Hamlet Cottages Director who provides administrative support.

#### Administrative Responsibilities

- Perform activities relative to the maintenance of Hamlet House's Washington State operating license.
- Ensure that the Hamlet House is in compliance with all relevant state and federal regulations.
- Participate in preparation of annual budget and follow best practices to control operating expenses according to that budget.
- Maintain knowledgeable of local community resources and services and use them appropriately.
- Report on operations to the LOHO board at regular meetings

#### Resident Care Responsibilities

- Ensure that resident assessments are completed as needed and reviewed at least annually by a qualified assessor.
- Ensure that resident negotiated care plans are kept current; that the resident and designated representatives were involved with the development of the plan; and that care plans are signed by the administrator, resident and any resident representatives (including the case manager for DSHS residents).
- Ensure that resident rights and records are maintained and compliant with privacy laws.
- Ensure revenues are collected in a timely manner according to the Admission Contract.
- Maintain familiarity with all background information on each resident and maintain contact with resident's family as needed.
- Provide and encourage appropriate reinforcement in all aspects of the residents' living skills including memory, self-esteem, mobility, hygiene, and appropriate dress as defined in the negotiated care plan.
- Identify significant behavioral issues and develop appropriate interventions.
- Provide caregiving assistance to include: assistance with daily living skills (e.g., showering and bathing, dressing, eating, using the toilet and transferring between a bed and chair). Assist residents in social, recreational, and leisure activities.
- Plan menus including snacks; prepare food as needed to meet the nutritional needs of the geriatric resident. Monitor for unexpected weight loss or gain.
- Facilitate punctual and safe transportation to appointments.
- Act promptly and effectively in emergency situations.

#### Staff Responsibilities

- Maintain staff by recruiting, selecting, orienting, and training employees.
- Develop and maintain work schedules, maintaining a staffing schedule that provides 24 hour/day certified caregiver staffing, seven days per week.
- Ensure all staff certifications, training and continuing education requirements are current.
- Clearly communicate job expectations with staff. Plan, monitor and appraise staff job performance.
- Coach, counsel and provide corrective action to ensure satisfactory staff performance.
- Ensure that contracted RN services are provided as needed for assessments, medication set up, medication administration, and nurse delegation tasks.
- Review time sheets for accuracy; and submit timely to Hamlet House Cottages Director for processing.
- Inform board chair and complete staff incident reports as needed

#### SKILLS, KNOWLEDGE, AND EXPERIENCE

- At least 1000 hours of caregiving experience, preferably in a long-term care facility
- DSHS approved Adult Family Home (AFH) Administrator training, DSHS Safety and Orientation training, AFH-DSHS orientation course, Dementia Level 1 and Mental Health – Level 1 training,
- Licensed/certified as an RN, LPN, NAC, or HCA
- CPR and first aid training
- Management experience is highly preferred
- Excellent verbal and written communication skills
- Ability to utilize critical thinking skills and problem solve
- Flexibility in responding to changing circumstances
- Ability to work through stressful situations
- Conflict management skills

## ADDENDUM TO EMPLOYMENT AGREEMENT

### HAMLET HOUSE RESIDENT MANAGER/ENTITY REPRESENTATIVE TASK LIST

Position Summary: The Resident Manager/Entity Representative is responsible for the successful operation of Hamlet House. The incumbent reports to the LOHO Board of Directors and also works closely with The Hamlet Cottages Director who provides administrative support.

#### Administrative Duties

- Perform activities relative to the maintenance of our Washington State operating license.
- Ensure that the Hamlet House is in compliance with all state regulations governing the operation of an Adult Family Home with employees.
- File in a timely manner paperwork required for San Juan County tax exempt status
- Participate in preparation of annual budget and follow best practices to control operating expenses according to that budget
- Supervise housekeeping to ensure the building is always in a high state of cleanliness
- Supervise caregivers to ensure adequate staffing and provision of care.
- Be knowledgeable of local community resources and services and use them appropriately
- Report on operations to the LOHO board at regular meetings
- Maintain a professional image within the community and keep all business operations and resident information confidential.

#### Resident Duties

- Review admission assessments for potential residents

Assure resident assessments are completed as needed and at least annually by a qualified assessor.

#### **WHO ARE QUALITIFIED ASSESSORS? WAC 388-76-10150 Qualifications—Assessor.**

(1) The adult family home must ensure that an assessor, except for an authorized department case manager, performing an assessment for any resident meets the following qualifications:

(a) A master's degree in social services, human services, behavioral sciences or an allied field and two years social service experience working with adults who have functional or cognitive disabilities; or

(b) A bachelor's degree in social services, human services, behavioral sciences or an allied field and three years social service experience working with adults who have functional or cognitive disabilities; or

(c) Have a valid Washington state license to practice as a nurse under chapter 18.79 RCW and three years of clinical nursing experience; or

(d) Is currently a licensed physician, including an osteopathic physician, in Washington state.

(2) The home must ensure that an assessor who meets the requirements of subsections (1)(a), (b), or (c) of this section does not have unsupervised access to any resident unless the assessor has:

(a) A current criminal history background check; and

(b) Has no disqualifying criminal convictions or pending criminal charges under chapter 388-113 WAC; and

(c) None of the negative actions listed in WAC 388-76-10180 are applicable to the assessor.

- Ensure resident negotiated care plans are kept current and involve resident and designated representatives with the development of the care plan.
- Ensure negotiated care plans are signed by administrator, resident and any resident representatives (including the case manager for DSHS residents.)
- Ensure that resident rights and records are maintained and privacy laws adhered to
- Ensure revenues are collected in a timely manner according to the Admission Contract
- Be familiar with all background information on each resident and maintain contact with resident's family as needed
- Provide and encourage appropriate reinforcement in all aspects of the residents' living skills including: memory, self-esteem, mobility, hygiene, and appropriate dress as defined in the negotiated care plan
- Identify significant behavioral issues and develop appropriate interventions
- Assist residents in social, recreational, and leisure activities
- Facilitate punctual and safe transportation to appointments
- Act promptly and effectively in emergency situations

#### Staff Responsibilities

- Hire, orient and manage the caregiver staff.
- Assure background checks and fingerprints are completed as required and background checks are repeated every two years.
- Supervise and assign caregivers and work schedules, maintaining a staffing schedule that provides 24 hour/day certified caregiver staffing, seven days per week.
- Ensure all staff certifications, training and continuing education requirements are current
- Assure RN services are provided as needed for assessments, medication set up, medication administration, and nurse delegation tasks.
- Collect time sheets and check for accuracy; submit to office manager
- Plan menus including snacks; prepare food as needed to meet the nutritional needs of the geriatric resident. Monitor for unexpected weight loss or gain.
- Inform board chair and complete staff incident reports as needed; implement any discipline or training needs identified.
- Maintain a team effort with staff and other professionals
- Provide counseling and problem solving as necessary