



**Classique Concierge**

— ECG — Home Health Care — ECG —

# **EMPLOYEE HANDBOOK**

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WELCOME TO ***Classique Concierge Home Health Care!***

Starting a new job is exciting, but at times can be overwhelming. This employee handbook has been developed to help you become acquainted with our company and answer many of your initial questions.

As an employee of our company, the importance of your contribution cannot be overstated. Our goal is to provide the finest-quality products and services to our patients and to do this more efficiently and economically than our competitors. By satisfying our patients' needs, they will continue to do business with us and will recommend us to others.

You are an important part of this process as your work directly influences our companies' reputation.

We are glad you have joined us, and we hope you will find your work to be both challenging and rewarding.

Sincerely,

Karie Rawlings, RN, Administrator

## **SECTION 1: THE WAY WE WORK**

### **1.01 A WORD ABOUT THIS HANDBOOK**

This Employee Handbook contains information about the employment policies and practices of the company. We expect each employee to read the Employee Handbook carefully, as it is a valuable reference to understanding your job and the company. The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changes from time to time. The company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the company. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks and inconsistent verbal or written policy statements. Except for the policy of at-will employment, which can only be changed by the President of the company in writing, the company reserves the rights to revise, delete, and add to the provisions of this Employee Handbook. **All such revisions, deletions, or additions must be in writing and must be signed by the President of the company.** No oral statements or representations can change the provisions of this Employee Handbook.

The provisions of this Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Handbook intended to create a contract guaranteeing that you will be employed for any specific time period.

OUR COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS HANDBOOK, EITHER YOU OR THE COMPANY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT WILL. NO OFFICE EMPLOYEE OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT, EXPRESS OR IMPLIED, WITH ANY EMPLOYEE FOR EMPLOYMENT OTHER THAN AT-WILL UNLESS THOSE AGREEMENTS ARE IN A WRITTEN CONTRACT SIGNED BY THE PRESIDENT OF THE COMPANY.

The Employee Handbook refers to current benefit plans maintained by the company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan.

## **1.02 EQUAL EMPLOYMENT OPPORTUNITY**

Our company is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment regarding any legally recognized basis including, but not limited to race, age, color, religion, sex, national origin, physical or mental disability or veteran status.

You may discuss equal employment opportunity-related questions with your supervisor or any other member of management.

### **1.03 AMERICANS WITH DISABILITIES ACT**

Our company is committed to providing equal employment opportunities to otherwise qualified individuals with disabilities, which may include providing reasonable accommodation where appropriate. In general, it is your responsibility to notify the company of any need for accommodations. Upon doing so, you may be asked for your input or the type of accommodations you believe may be necessary or the functional limitations caused by your disability.

Also, when appropriate, we may need your permission to obtain additional information from your physician, other medical or rehabilitation professionals.

### **1.04 A WORD ABOUT OUR EMPLOYEE RELATIONS PHILOSOPHY**

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork, individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open, and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

### **Staff Rights and Grievances or Complaints**

All employees have rights, and are entitled to fair, consistent, and professional treatment including, but not limited to, the following:

1. Staff may request a change in assignment due to a personality conflict.

2. Staff may complain without fear of repercussion.
3. Staff have the right to special consideration, to accommodate personal requests arising from cultural or religious practices provided the agency can cover the needs of the patients/clients.
4. Staff have the right to be treated in accordance with the agency's mission and vision.
5. Staff are entitled to a workplace free from solicitation and distribution of unsolicited material.

### **Grievances or Complaints**

1. Any person(s) who believes that he/she, or any class of individuals, has been subject to discrimination, may file a complaint, pursuant to procedures set forth by the agency, on behalf of him/herself, another person, or handicapped persons, as a class. Filing of a complaint will not subject employees to any form of adverse action, reprimand, retaliation, or otherwise negative treatment, by the agency.
2. Accordingly, the agency has adopted an internal grievance procedure providing for the prompt and equitable resolution of complaints alleging any action prohibited by the United States Department of Health and Human Services regulation 45 CFR part 84, 29 USC 794. The law and regulations may be examined, in the office of the Clinical Manager who has been designated to coordinate the efforts of the organization to comply with the regulation.

### **1.05 NON-HARASSMENT**

We prohibit harassment of any employee by another employee, supervisor or third party for any reason including, but not limited to, race, age, color, religion, sex, national origin, physical or mental disability or veteran status. Harassment of third parties by our employees is also prohibited.

The purpose of this policy is not to regulate the personal morality of employees, but to assure that, in the workplace, no employee harasses another for any reason.

While it is not easy to define precisely what harassment is, it includes: Slurs, epithets, threats, derogatory comments or visual depictions, unwelcome jokes, teasing, sexual advances, requests for sexual favors and other similar verbal or physical contact.

Any employee who feels that he or she is a victim of such harassment should immediately report the matter to the Administrator or any other member of management. The company will investigate all such reports as confidentially as possible. Adverse action will not be taken against an employee because he or she, in



good faith, reports or participates in the investigation of a violation of this policy. Violations of this policy are not permitted and may result in disciplinary action, up to and including discharge.

#### **1.06 SEXUAL HARASSMENT**

It is the policy of this Agency not to condone, or permit, any sexual harassment of our personnel. This would be in violation of Title VI of the Civil Rights Act of 1964, and it is against Agency policy for any employee, male or female, to sexually harass other employees by:

1. Making sexual advances, requests for sexual favors, or other verbal/physical conduct, of a sexual nature, as a condition of an employee's employment.
2. Making submission, or rejection, of such conduct the basis for employment decisions affecting the employee.
3. Creating an intimidating, hostile, or offensive working environment, by such conduct.
4. Sexual harassment may take different forms. Examples of several types of forms are:
  - a. Verbal sexual innuendo, suggestive comments, jokes of a sexual nature, sexual propositions, or sexual threats.
  - b. Non-verbal sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling, or making obscene or suggestive gestures.
  - c. Unwanted physical contact, including touching, pinching, brushing against the body, coerced intercourse, or assault.
5. If an investigation into a sexual harassment complaint concludes that an employee violated this policy, by sexually harassing another employee, a management representative will be made available to receive the complaint and will immediately investigate the charge and make appropriate recommendations for disciplinary action. The management representative investigating the complaint will be of the same gender as the employee making the complaint.

#### **1.07 NEW EMPLOYEE ORIENTATION**

Upon joining our company, you were given a copy of the employee handbook. After reading the employee handbook, please sign the receipt page and return it to the Administrator. You will also be asked to complete personnel, payroll, and benefit forms.

If you lose your employee handbook or if it becomes damaged in any way, please notify the Administrator as soon as possible to obtain a replacement copy.

The Administrator is responsible for the operations of your department. The Administrator will be a good source of information about the company and your job.

### **1.08 CATEGORIES OF EMPLOYMENT**

**INTRODUCTORY PERIOD:** All employees are on an introductory period during their first six months of employment.

During this period of time, you will be able to determine if your new job is suitable for you, and your supervisor will have an opportunity to evaluate your work performance. However, the completion of the introductory period does not guarantee employment for any period of time thereafter.

**FULL-TIME EMPLOYEES** regularly work 32 hours or more each week.

**PART-TIME EMPLOYEES** work less than 32 hours each week.

**SEASONAL EMPLOYEES** perform a job for a specified time, normally less than one year.

**PER DIEM EMPLOYEES** do not work regularly scheduled hours but are called in to work on an as-needed basis.

In addition to the preceding, employees are also categorized as "exempt" or "non-exempt."

**NON-EXEMPT EMPLOYEES** are entitled to overtime pay as required by applicable federal and state law.

**EXEMPT EMPLOYEES** pursuant to applicable federal and state laws, exempt employees are not entitled to overtime pay, and are not subject to certain deductions to their weekly salary under the company's policies.

Upon hire, your manager will notify you of your employment classification.

Employee relative hiring decisions will be determined by the administration.

### **1.09 IMMIGRATION REFORM AND CONTROL ACT**

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the company.

### **1.10 TALK TO US**

We encourage you to bring your questions, suggestions,

and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations. If you feel you have a problem, present the situation to your supervisor so that the problem can be settled by examination and discussion of the facts. We hope that the supervisor will be able to satisfactorily resolve most matters.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you have chosen to use this procedure.

If at any time you do not feel comfortable speaking with your supervisor or the next level of management, discuss your concerns with any other supervisor with whom you feel comfortable.

## **SECTION 2: YOUR PAY AND PROGRESS**

### **2.01 RECORDING YOUR TIME**

You are required to maintain an accurate record of all time worked. Employees must record their hours either on a paper timesheet or in the agency's software. You will be instructed during orientation regarding this process.

All time sheets must be completed and given to your supervisor by Friday each week.

For payroll purposes, the work week starts on Saturday and ends on Friday.

## **2.02 MILEAGE**

Employees will be reimbursed for the mileage incurred for the business use of their privately owned vehicles based upon the per mile rate established by the Agency each year. Reimbursement is based on the principle that the employee should be reimbursed for all official business mileage accumulated in a privately owned vehicle. Mileage reimbursement is determined from the point of origin to the point of destination. Points of origin/destination include patients homes, the agency office, and at times the employee's home. Mileage between home and office or the office to home is considered commute mileage and is therefore not reimbursable. The Agency administration may approve mileage that is not normally considered reimbursable at their discretion.

Employees will be responsible for keeping track of their mileage daily and submitting to the office before the end of the payroll period.

## **2.02 PAYDAY**

You will be paid by check or by direct deposit, bi-weekly every other Friday for the period(s) which have ended on the previous week. When the payday is a holiday, you normally will be paid on the first working day before the holiday.

You may pick up your paycheck after 11am.

Please review your paycheck for errors. If you find a mistake, report it to the *Supervisor immediately*.

The Supervisor will assist you in taking the steps necessary to correct the error.

## **2.03 PAYCHECK DEDUCTIONS**

The company is required by law to make certain deductions from your paycheck each pay period. Such deductions typically include federal and state taxes and Social Security (FICA) taxes. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. All deductions and the amount

of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

It is the policy of the company that exempt (salaried) employees' pay will not be "docked," or subject to deductions, in violation of salary pay rules issued by the United States Department of Labor and any corresponding rules issued by the state government, as applicable. However, the company may make deductions from employees' salaries in a way that is permitted under federal and state wage and hour rules. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law.

Exempt employees may be subject to the following salary deductions, except where prohibited by state law, but only for the following reasons:

- Absences of one or more full days for personal reasons, other than sickness or disability,
- Absences of one or more full days due to sickness or disability, if there is a plan, policy, or practice providing replacement compensation for such absences,
- Absences of one or more full days before eligibility under such a plan, policy, or practice or after replacement compensation for such absences has been exhausted,
- Suspensions for violations of safety rules of major significance,
- Suspensions of one or more full days for violations of workplace conduct rules, such as rules against sexual harassment and workplace violence,
- Any unpaid leave taken under the Family and Medical Leave Act, or
- Negative paid-time off balances, in whole-day increments only.

If questions or concerns about any pay deductions arise, employees may discuss and resolve them with your supervisor or the Administrator.

#### **2.04 PERFORMANCE REVIEWS**

Your performance is important to our company. At 90 days and at least every year, according to your anniversary date, your supervisor will review your job progress within our company and help you to set new job performance plans.

Our performance review program is designed to provide the basis for better understanding between you, and your supervisor with respect to your job performance and any potential development within the company.

#### **2.05 PROMOTIONS AND TRANSFERS**

1. When there is an opportunity for a promotion, it is organization policy to give first consideration to employees who have a proven record of ability, efficiency, professional conduct, and seniority.
2. Any change in job assignment will require an orientation to the specific job requirements and responsibilities.

#### **2.06 PAY RAISES**

1. The Administrator may, from time to time, recommend, to the Governing Body, general changes in the organization's overall salary plan, due to changes in the local salary structure, economic conditions, organization operations, and other factors. Such changes to the general plan shall become effective, only after Governing Body approval.
2. Given that individual employees are given yearly job performance evaluations (after an initial evaluation given at 90 days), the organization, as part of this process, will determine if a salary adjustment is appropriate.
3. The organization, at its discretion, may review the employee's compensation, on a more frequent basis, and provide salary adjustments.
4. The Governing Body, at its discretion, may provide latitude, to the Administrator, to provide salary increases, to employees, at their annual evaluation date, within a preset percentage range.
5. Any other off cycle pay increase must be approved, by the Governing Body, unless specific latitude has been granted to the Administrator, by the Governing Body.

#### **2.07 PAY ADVANCES**

Pay advances will not be granted to employees.

#### **2.08 OVERTIME**

1. No overtime will be undertaken, or paid, unless prior authorization is received, from the Administrator.
2. Examples of unauthorized overtime would be: Working past one's time, then asking for approval, clocking-in late, and making up that time without approval, etc. This also includes clocking-in early.



## **SECTION 3: TIME AWAY FROM WORK AND OTHER BENEFITS**

### **3.01 HOLIDAYS**

1. The organization recognizes these holidays:
  - a. New Year's Day
  - b. Memorial Day
  - c. The Fourth of July
  - d. Labor Day
  - e. Thanksgiving
  - f. Christmas
2. If an employee is a full-time, modified full-time, or regular part-time employee, and is required to work on holidays, he/she will be paid time and a half for the time worked on the holiday.
3. Further, if the employee is obligated to work on any holiday listed above, he/she will be entitled to a compensatory day-off, subject to the approval of the employee's supervisor, or the Administrator, to take any holiday time earned, with the permission of the President/CEO. Conflicting requests will be resolved by seniority.

### **3.02 VACATION**

1. Full-time, modified full-time, and regular part-time employees receive paid vacations. Once an employee has completed six months of employment, he/she will be able to take vacation time that has been accrued, with the approval of the Administrator or the individual's supervisor. Seniority determines the granting of conflicting requests. Vacation time must be used in whole hours.
2. Allowable vacation time will depend on the employee's length of time with the organization, and the employee's job position, and will be explained, at the time of hire. The organization will have the right to change the allotment of vacation time, but it will not decrease allowable vacation time, except in extraordinary circumstances.
3. Vacation time will accrue for:
  - a. Regular hours worked
  - b. Vacation Days
  - c. Holidays



4. Vacation time will not accrue for:
  - a. Overtime hours
  - b. On-call time
  - c. Unpaid leaves of absence
  - d. Conversion of sick time, upon resignation
5. Modified full-time, and regular part-time, employees will accrue vacation hours, prorated for paid hours. For example, if an employee is paid for half of hours of a normal work week, he/she will earn one half of the full-time benefits.
6. If employment status changes from full, modified full, or regular part-time, to irregular part-time, the vacation time previously earned may be used, with the permission of the President/CEO, but no additional vacation time will be earned. If employment ends, during irregular part-time status, any remaining vacation time will be forfeited.
7. If an employee resigns, adequate written notice must be provided, for the employee to be eligible to receive the benefits that have been accrued. In addition, the employee must work during the notice period. We consider adequate notice to be twice the normal vacation allowance, or two weeks, whichever is less. If the employee does not comply with this policy, the employee will forfeit accrued benefits.

### **3.03 SICK DAYS**

1. Sick leave hours are provided to office personnel only, for use during periods of legitimate illness or injury. They are earned in the same manner as vacation time. An employee will earn sick time, from the first day of employment, and after his/her first 90 days of continuous full, modified full, or regular part time employment, an employee is eligible to use the sick time accrued, if ill.
2. If an employee is ill, and cannot work, it is important that the office be notified, as soon as reasonably possible. The employee should make this call, personally, and speak directly to the President/CEO or Director, if able. The employee may be required to provide a doctor's note, or another acceptable comparable proof, upon request.
3. If an employee becomes sick at work, the supervisor should be immediately notified.
4. Improper, or excessive use of sick leave, may affect annual evaluations.

Continued violations may result in disciplinary action.

5. If employment status changes from full, modified full, or regular part-time, to irregular part-time, earned sick time will be "frozen" until there is another status change, back to full, modified full, or regular part-time. If employment ends, when an employee's status is part-time, accrued sick time will be forfeited.

### **3.04 JURY DUTY**

An employee will be paid for days missed, during jury duty, less the amount of any stipend provided, by the court. Some employees may be exempt from duty.

### **3.05 VOTING LEAVE**

Our company believes that every employee should have the opportunity to vote in any state, federal, general primary, or special primary election. Any employee whose work schedule does not provide him/her 2 hours to vote while the polls are open, will be granted up to 2 hours unpaid time off in order to vote.

Exempt employees may be provided time off with pay, when necessary, to comply with state and federal wage and hour laws.

Notify your supervisor of the need for voting leave as soon as possible. When you return from voting leave, you must present a voter's receipt to your supervisor as soon as possible.

### **3.06 MILITARY LEAVE**

If the Reservist is required to attend training, during days that the organization is open, the organization's policy is to pay the Reservist the difference between what / is normally paid, by the organization, and what he/she is paid, by the military.

If an individual is inducted into Military Service, or if a Reservist is called to active duty, re-employment rights for the employee are protected, by federal law, and the individual will continue to accrue seniority, and be entitled to the benefits associated with such seniority when he/she returns, from active duty.

### **3.07 WITNESS LEAVE**

Employees are given the necessary time off without pay to attend or participate in a court proceeding in accordance with state law. We ask that you notify your supervisor of the need to take witness leave as far in advance as is possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

### **3.08 BEREAVEMENT LEAVE**

Bereavement leave will be granted if an immediate family member dies. Immediate family is defined as a husband or wife, children, mother or father, brother, or sister. This Agency will designate the number of days of leave which are permitted with pay. If travel is required outside the state, the days allowed will be adjusted accordingly.

### **3.09 LEAVE OF ABSENCE**

1. If an employee is full-time, modified full-time, or regular part-time, and has completed the probationary period, he/she will be eligible to apply for a leave of absence. The request must be made, with, at least, two weeks' notice, and must be approved, by the Administrator.
2. Leaves of absence are unpaid, with the only exception being for military training periods of two weeks or less.
3. Examples of allowable, but unpaid, leaves of absence include:
  - a. Education
  - b. Maternity/Paternity/Adoption
  - c. Personal
  - d. Military (active duty)
4. No leave of absence, extending beyond the Agency's designated number of days will be granted, except for military duty.
5. If an employee needs to extend the time that is allowed for the leave of absence, a request for extension must be submitted, in writing, and approved. Otherwise, the extended leave will be considered as an automatic resignation. We cannot guarantee that a job will be available, after 30 days leave of absence.
6. During the leave of absence, unless such leave of absence is the result of military obligations, the employee will not be eligible for any wage, or benefit increase, that he/she might have otherwise been eligible for, and annual merit reviews will be delayed, by the amount of time of the leave.

### **3.10 MEDICAL/DENTAL/VISION/PRESCRIPTION INSURANCE**

Eligible full-time employees may enroll in a single, single plus one dependent or a family contract after three (3) months of employment. Information and enrollment forms may be obtained from the Administrator.

To assist you with the cost of this insurance, our company pays a portion of a single or a family contract. You are responsible for paying the balance through payroll deduction. Participating employees are also covered under our medical insurance plans' prescription drug and vision care and dental programs.

A booklet containing the details of the plan and eligibility requirements may be obtained from your supervisor. Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan.

Upon termination you may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, speak with your supervisor.

### **3.11 COBRA**

You and your covered dependents will have the opportunity to continue medical and/or dental and vision benefits for a period of up to 36 months under the provisions of the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical (and/or dental and vision)\* coverage for you and your covered dependents would otherwise end due to your death or because:

- \* Your employment terminates, for a reason other than gross misconduct,
- \* Your employment status changes due to a reduction in hours,
- \* Your child ceases to be a "dependent child" under the terms of the medical, (and/or dental and vision) plan,
- \* You become divorced or legally separated, or
- \* You become entitled to Medicare.

In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify the plan administrator within 60 days of the occurrence of the event. The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

### **3.13 DISABILITY LEAVE**

Full-time employees are eligible for an unpaid disability leave of absence after completing 3 month(s) of employment. Disability leaves due to non-occupational illness, injury or pregnancy-related disability is not to exceed weeks.

Granting this leave prior to the completion of the eligibility period and/or beyond the maximum period stated above may be required as a reasonable accommodation in accordance with the Americans with Disabilities Act.

Employees requesting leave must provide written notice of the disability, including a doctor's certificate, stating the nature of the disability and the expected date of return to work.

We will continue to provide medical insurance coverage for employees on authorized disability leave for the first month of disability. During this time you will be responsible for paying your portion of the monthly premium. When the above period expires, you may continue medical insurance coverage by making arrangements with your supervisor to pay the appropriate monthly premium in advance each month.

When you are able to return to work, give us at least one week's advance notice. Include a doctor's certificate stating that you are medically able to return to your normal duties.

We will return you to the same or similar position you held prior to the disability leave, subject to our staffing and business requirements. Your continued absence from work beyond your disability (as determined by your physician) will be deemed a voluntary termination of your employment.

This leave may run concurrently with any other leave where permitted by state and federal law.

### **3.14 FAMILY MEDICAL LEAVE ACT (FMLA)**

Employees who have completed 12 months of employment, and have worked 1,250 hours, over those previous 12 months, may be granted a leave of absence, without pay, upon the birth or adoption of a child, to care for an immediate family member (spouse, child, or parent) with a serious health condition, to take medical leave when the employee is unable to work, because of a serious health condition.

Such leave must begin within six months of the birth of the child and/or placement of a child for adoption.

Employees may also take up to 26 work weeks of leave to care for a "member of the Armed Forces, including a member of the National Guard, or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness" FMLA permits a "spouse, son, daughter, parent, or next of kin" to take the Military FMLA.

FMLA may not exceed 12 weeks, in a 12-month period. Employees will be required to substitute their accrued sick, or vacation time, for all, or part, of their parental leave. In addition, benefits, such as paid time off and holidays, will not accrue, while employees are on a parental leave.

Employees seeking FMLA must provide, a minimum, of 30 days advance notice of their intent to take parental leave, and the anticipated date of their return. Employees may not accept other employment, or apply for unemployment insurance, while on parental leave. Acceptance of other employment, while on leave, will be treated as a voluntary resignation from employment.

We will make a reasonable effort to return employees to the same, or a similar, position, upon his/her return from leave, subject to staffing and business requirements.

This leave may run, concurrently, with any other leave, where permitted by state and federal law.

### **3.15 SOCIAL SECURITY**

During your employment, you, and the company both contribute funds to the Federal Government to support the Social Security program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

### **3.16 WORKERS' COMPENSATION (Not applicable for Texas)**

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your immediate Supervisor or Human Resources.

Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim we ask for your assistance in alerting management to any condition which could lead to or contribute to an employee accident. Additionally, the company will attempt to provide a reasonable accommodation which is medically necessary, feasible and does not impose an undue hardship on the company as prescribed by applicable Federal, state, or local law.

### **3.17 401(k) QUALIFIED RETIREMENT PLAN**

Our company provides eligible employees with a 401(K) Qualified Retirement plan which offers an excellent means of long-term savings for your retirement. The company's contribution, if any, is determined by the employer on an annual basis.

You can obtain a copy of the Summary Plan Description which contains the details of the plan including eligibility and benefit provisions from your supervisor. In the event of any conflict in the description of any plan, the official plan documents, which are available for your review, shall govern. If you have any questions regarding this plan, see your plan administrator.

## **SECTION 4: ON THE JOB**

### **4.01 ATTENDANCE AND PUNCTUALITY**

Attendance and punctuality are important factors for your success within our company. We work as a team, and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, you must notify your immediate supervisor as soon as possible but no later than 60 minutes before the start of your workday.

Personal issues requiring time away from your work such as doctor's appointments should be scheduled during non-working hours if possible.

If you are absent for 3 days without notifying the company, it is assumed that you have voluntarily abandoned your position with the company, and you will be removed from the payroll.

### **4.02 WORKWEEK**

Because of the nature of our business, your work schedule may vary depending on your job. Our normal office business hours are:

Monday: 9:00a.m. to 5:00 p.m.

Tuesday: 9:00a.m. to 5:00 p.m.

Wednesday: 9:00a.m. to 5:00 p.m.

Thursday: 9:00a.m. to 5:00 p.m.

Friday: 9:00a.m. to 5:00 p.m.

Saturday CLOSED

Sunday CLOSED

Check with your immediate supervisor if you have questions about your hours of work.

### **4.03 BREAKS**

1. Each employee will be allowed two 15-minute breaks, one in the morning and one in the afternoon.
2. Nursing Mothers: The Agency will provide reasonable unpaid break time or permit the employee to use paid break time, mealtime, or both, each day to allow the employee to express breast milk for their nursing child for up to 1 year after the child's birth.



#### **4.04 MEALTIME**

1. Lunch breaks should be taken on the hour, or on the half hour, and should not conflict with other employees, if the office is under 25% staffed. There should be, at least, two people in the office, at all times.
2. Employees are not paid for lunchtime, whether they take a lunch break or not.

#### **4.05 STANDARDS OF CONDUCT**

1. If an employee is contacted, concerning a legal matter, which might involve the Agency, either directly, or indirectly, either in the form of a subpoena, by an attorney, or other person, the employee will notify his/her supervisor, and the Administrator, before taking any action.
2. Due to the nature of our service, personal appearance and cleanliness are of extreme importance. Employees are expected to be neat, clean, and conservative in dress and accessories.
  - a. Paraprofessional employees are not required to wear uniforms, but their attire must be professional and tasteful. No clogs or open toe shoes are to be worn. Clean attire is to be worn whenever on duty.
  - b. Registered Nurses are not required to wear a uniform but are expected to dress in a professional manner.
3. Each employee will receive an ID badge when beginning his/her first assignment. The employee is expected to WEAR IT AT ALL TIMES while on duty.
4. Personal calls are discouraged, and receipt of personal mail is prohibited.
5. No employee may release any protected information pertaining to a patient/client. The only person authorized to release such information is the Administrator or the Administrator's designee who must strictly follow HIPAA and Agency procedures before doing so. Failure to adhere to Agency standards with respect to this confidentiality will be cause for disciplinary action up to and including discharge.
6. Employees are also prohibited from disclosing any information having to do with the Agency business that is deemed to be proprietary or confidential. Failure to adhere to Agency standards with respect to this confidentiality will be cause for disciplinary action up to and including discharge.

7. Employees are discouraged from doing anything for one patient that they cannot or would not do for all of their patients. It is very important to keep the patient/staff relationship on a professional level.
8. Employees may not accept gifts or money from patients or patients family.
9. Employees may not borrow money from patients, families, or coworkers.
10. The policy of this agency is that if any staff member becomes aware of the possibility of theft, or embezzlement, it will be quickly brought to the attention of the Administrator so an investigation can take place.

**Improper Conduct, or Misconduct, Includes, but is not Limited to, the Following:**

1. Uncooperative, antagonistic, or belligerent attitude regarding work assignments, working conditions, fellow employees, supervisors, or patients. Malicious, derogatory, or false comments about supervisors, fellow employees, and working conditions.
2. Substandard work performance
3. Absence from work, without proper notice of reason
4. Excessive unexcused, or excused, absenteeism or tardiness
5. Immoral conduct
6. Theft or dishonesty
7. Falsification of records or reports
8. Sleeping on duty

**Reporting Improper Conduct or Misconduct**

An employee who becomes aware of improper conduct or misconduct should report it as soon as possible to their immediate supervisor or other appropriate administration. The employee may also submit an anonymous report. The employee should provide as much detail as possible. The person receiving the report will maintain the confidentiality of the reporting employee to the extent practical and notify the Administrator. The Administrator will determine the appropriate course of action to take.

**Professional Conduct and Standards Policy**

If an employee is contacted, concerning a legal matter, which might involve the organization, either directly, or indirectly, either in the form of a subpoena, by an attorney, or other person, the employee will notify his/her supervisor, and the Administrator, before taking any action.

## **Professional Boundaries**

### **Definitions**

#### **1. Professional boundaries:**

- a. are the limits to the relationship of a member of staff and a person in their care which allow for a safe, therapeutic connection between the staff member and that patient (and their nominated family, caregivers, and friends), protecting both staff and patient/family.

#### **2. Boundaries:**

- a. are the lines that separate the professional from non-professional relationships

#### **3. Power imbalance:**

- a. is the difference in power relations between a staff member and the patients we care for. This can be due to the vulnerability of the person, the sensitive information staff have access to, or the role of the staff member in providing or giving access to the care the patient needs.

#### **4. Therapeutic relationship:**

- a. is the relationship between staff and the patient that promotes the latter's safety, wellbeing, independence, and resilience, and prioritizes their interests above those of the employee.

### **Responsibility of Agency/Organization:**

1. Early in patient care, staff should always inform the patient and families we treat about their role, what can be expected in the professional relationship to avoid misunderstandings. Despite best efforts to maintain professional relationships, boundaries may be crossed and may lead to strains or a break down in relationships. In situations where the professional relationship has been compromised, staff will work towards making repairs where possible and desired by the patients we care for. Some signs of compromised boundaries are:

- a. Setting aside time outside of work to assist a patient/family
  - b. Possessive or secretive behavior (e.g. becoming defensive in matters relating to a patient/family or not sharing information with managers)
  - c. Judgmental attitudes (leading to withholding of support, criticism, or abuse towards the person)
  - d. giving personal information about yourself
  - e. certain types of touch
  - f. visiting clients after discharge from your agency
  - g. running errands for the patient on your days off
  - h. calling clients for reasons not related to your duties
  - i. lending personal items or taking loans from the client
  - j. introducing client's to your family or friends
  - k. giving the client a home telephone or personal cell phone number
2. Social relationship between staff, patients and their family members are inappropriate, including friendship, socializing, social relationships via social networking sites or electronic means, or entering any other relationships apart from a professional one. To do this is a breach of professional boundaries.
    - a. Employees may breach confidentiality or privacy with information they post via social media sites. Examples may include comments in which patients are described with enough sufficient detail to be identified, referring to patients in a degrading or demeaning manner, or posting videos or photos of patients.
  3. Staff must never give advice that is outside of their training and expertise, e.g., a non-health professional advising someone to stop taking medication.
  4. Staff who visit patients at home must do this for work related purposes which is agreed by the team and documented in the EMR. Requests by patients and families for staff to visit at home outside of these arrangements will be declined by staff, documented in the EMR, and discussed with their manager.
  5. An employee is encouraged to declare to their supervisor if there is a pre-existing personal/social relationship (acquaintance, friend, relative connection etc.) with a

patient or their family as soon as they are aware of the patient receiving services from our organization in an area that may impact on their work sphere. The supervisor will manage any declaration sensitively, always maintain confidentiality and only inform others on a need-to-know basis.

6. Any breach to a professional boundary will be managed in line with relevant organization procedures to ensure the safety of staff and patients/families is managed accordingly.

### **Therapeutic Relationships:**

1. Organization employees or contracted employees need to be aware that they are responsible for providing therapeutic support that is goal-oriented and planned to meet specific medical needs. Further, employees must be mindful of the power imbalance that exists which may make the patient/family more vulnerable in the professional relationship. As such, support must always be patient-centered and inclusive. Employees must behave and make decisions with the best interests of the person in mind and refrain from crossing the boundaries of the professional relationship that can lead to potential harm. Employees should avoid having non-clinically related physical contact with those we provide care for as some may not welcome physical contact. It is always the responsibility of our employees or contracted employees to act professionally and inform our patients/families about the professional nature of the relationship.

### **Request and Disclosure of Information:**

1. In general, gifts should not be exchanged between staff and patients/families, and this should be clearly communicated early in the professional relationship. However, it is understood that in certain situations, cultures, and contexts, refusing of gifts could appear as offensive and may damage the established good working relationship. As some gifts may bear more meaning than its monetary value to the patients we care for or their families, staff are always encouraged to dissuade gift giving practice. When it is necessary to accept gifts, workers should state they are accepting on behalf of the team/ward to remove the personal element. All gifts received should be declared.

### **Prohibited Relationships:**

1. While providing care, staff may develop feelings for patients, their relatives, or caregivers and vice versa. Employees must remember it is their responsibility to conduct themselves professionally and maintain professional boundaries with the patients we care for. If a staff member notices a change in the relationship or signs they or another party seeks a change in the relationship, they must inform their supervisor

and discuss ways to continue to maintain the professional nature of the relationship. Some examples of relationships that are prohibited are:

- a. Personal relationship (being friends, assuming the role of a parent/guardian)
- b. Any sexual relationship
- c. Financial or business relationship (entering contracts, giving, or lending money, etc.)

2. Staff must never seek out relationships with former or current patient/family/caregiver's and will use caution with exchanging messages and making connections on social networking sites and other electronic means with those we care for, as this can blur the safe zones of professional boundaries. If staff have concerns or questions about appropriate behavior, they should consult their supervisor.

**Reporting:**

1. An accurate and detailed record of meeting with a patient regarding a concern about possible breach of professional boundaries relating to them or other workers must be reported to the employee's supervisor, for a prompt response.
2. The EMR should only be accessed to support the provision of clinical care or authorized research. Accessing any person's information from EMR for any other reason is not appropriate.

**Support:**

1. Where a staff member has a concern or question about professional boundaries, they should seek guidance from their supervisor. This is especially where an employee has a personal relationship that may impact their ability to perform their role and breaches the definition of a "professional boundary.
2. Where appropriate, the supervisor will support a staff member to obtain professional support for any distress experienced while providing patient care. Supervisor support can be provided to staff, including the potential to extract them from instances where professional boundaries may be challenged. A supervisor and employee discussion may occur to discuss and develop a strategy to support staff to feel safe to perform their role, subject to the circumstances.
3. Supervisors may consider discussing any concerns and questions about professional boundaries in team meetings where appropriate, to explore best practices and effective ways to maintain professional boundaries.

## **Disciplinary Action:**

1. Where there has been a report of a possible professional boundary breach the matter will be investigated and may result in disciplinary action. The severity of the disciplinary outcome will depend on the seriousness of the breach. The supervisor should contact their HR Resource/Manager for further advice on this matter.

### **4.06 CUSTOMER AND PUBLIC RELATIONS**

Our company's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that customers have toward our company may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a customer for granted, but if we do, we run the risk of losing not only that customer, but his or her associates, friends or family who may also be customers or prospective customers.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

### **4.07 SOLICITATION AND DISTRIBUTION**

In order to avoid unnecessary annoyances and interruptions from your work, solicitation by an employee of another employee is prohibited while either person is on working time.

Employee distribution of literature, including handbills, in work areas is prohibited at all times.

Trespassing, soliciting or distribution of literature by non-employees on these premises is prohibited at all times.

### **4.08 CHANGES IN PERSONAL DATA**

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to your supervisor promptly.

### **4.09 PROTECTING COMPANY INFORMATION**

Protecting our company's information is the responsibility of every employee, and we all share a common interest in making sure it is not improperly or accidentally disclosed.

Do not discuss the company's confidential business with anyone who does not work for us. You may be required to sign a non-compete or nondisclosure agreement as a condition of your employment, in accordance with state and federal law.

All telephone calls regarding a current or former employee's position/compensation with our company (reference check) must be forwarded to the Administrator.

The company's address shall not be used for the receipt of personal mail.

#### **4.10 CARE OF EQUIPMENT**

You are expected to use proper care when using the company's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break, or damage any property, report it to your immediate supervisor at once.

#### **4.11 COMPANY VEHICLES**

Operators of company vehicles are responsible for the safe operation and cleanliness of the vehicle. Accidents involving a company vehicle must be reported to the Administrator immediately.

Employees are responsible for any moving and parking violations and fines which may result when operating a company vehicle. Company vehicles should be operated by the employee only. Company vehicles may only be used for job-related travel.

The use of seat belts is mandatory for operators and passengers of company vehicles.

Texting, checking email and making cellphone calls while driving is prohibited.

#### **4.12 SEVERE WEATHER**

Severe weather is to be expected during certain months of the year. Although driving may at times be difficult, when caution is exercised, the roads are normally passable. Except in cases of severe storms, we are all expected to work our regular hours. Time taken off due to poor weather conditions must be approved by your immediate supervisor.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

If extreme weather conditions require closing of the building, you will be notified by your supervisor.

#### **4.13 PERSONAL TELEPHONE CALLS**

It is important to keep our telephone lines free for customer calls. Although the occasional use of the company's telephones for a personal emergency may be



necessary, routine personal calls are prohibited. Personal cell phones must be turned off or set to a silent alert during working hours while on company premises.

Any personal calls that must be made may be made on the employee break time.

#### **4.14 CELL PHONES AND SOCIAL MEDIA**

Employees in certain positions are issued company cell phones so they may maintain contact with patients and co-workers when they are out of the office on business.

Employees are encouraged to take appropriate safety precautions when using their cell phones. The use of cell phones while driving is prohibited. Employees are expected to comply with applicable state laws regarding the use of cell phones.

Company cell phones are for business purposes. Although the occasional use of your company cell phone for personal calls may be necessary, incoming, and outgoing personal calls are discouraged. Employees must reimburse the company in accordance with applicable state and federal wage and hour laws for any personal calls made or received on a company cell phone.

The use of cell phones is not a work requirement for most employees. Employees who are not issued a company cell phone will not be reimbursed for the use of their personal cell phones and are expected to make business calls from the office.

Employees are expected to demonstrate proper care of their cell phones. If you lose, break, or damage your company cell phone, report it to your immediate supervisor at once. All cell phones issued by the company must be returned upon leaving our company or upon transferring to a position that does not require a company cell phone.

Employees are not allowed to use company or personal cellphones to post any information regarding patients or agency business on social media including, but not limited to:

- a. Facebook,
- b. Flickr,
- c. Foursquare,
- d. Google+,
- e. Instagram,
- f. LinkedIn,
- g. Myspace,

- h. Pinterest,
- i. Snapchat,
- j. Twitter, and
- k. YouTube.

The agency expects that its employees who use social media personally or professionally would not participate in a manner that would offend, embarrass, surprise, or harm the reputation of the hospice's patients, other employees, vendors, partners, affiliates, and competitors.

Unless specifically authorized to represent the agency, employees who identify themselves as working for the agency, must include a disclaimer that their views and opinions are not intended to represent the views and opinions of their employer

Violation of this policy may result in disciplinary action, up to and including discharge.

#### **4.15 ELECTRONIC MAIL MONITORING**

We recognize your need to be able to communicate efficiently with fellow employees and customers. Therefore we have installed an internal electronic mail (e-mail) system to facilitate the transmittal of business-related information within the company and with our customers.

The e-mail system is intended for business use only. The use of the company's e-mail system to solicit fellow employees or distribute non-job-related information to fellow employees is strictly prohibited.

Our company's policies against sexual and other types of harassment apply fully to the e-mail system. Violations of those policies are not permitted and may result in disciplinary action, up to and including discharge. Employees are also prohibited from the display or transmission of sexually explicit images, messages, ethnic slurs, racial epithets, or anything which could be construed as harassment or disparaging to others.

Employees shall not use unauthorized codes or passwords to gain access to others' files.

All e-mail passwords must be made available to the company at all times. Please notify your supervisor if you need to change your password.

Violation of this policy may result in disciplinary action, up to and including discharge.

For business purposes, management reserves the right to enter, search and/or monitor the private company e-mail system and the files/transmission of any employee without advance notice and consistent with applicable state and federal laws.

#### **4.16 VOICEMAIL MONITORING**

We recognize your need to be able to communicate efficiently with fellow employees and customers. Therefore we have a voicemail system to facilitate the transmittal of business-related information with the company and with our customers.

The voicemail system is intended for business use only. The use of the company's voicemail system to solicit fellow employees or distribute non-job-related information to fellow employees is strictly prohibited.

Our company's policies against sexual and other types of harassment apply fully to the voicemail system. Violations of those policies are not permitted and may result in disciplinary action, up to and including discharge. Employees are also prohibited from the transmission of sexually explicit images, messages, ethnic slurs, racial epithets, or anything which could be construed as harassment or disparaging to others.

All voicemail passwords must be made available to the company at all times. Please notify your supervisor if you need to change your password.

Violation of this policy may result in disciplinary action, up to and including discharge.

For business purposes, management reserves the right to enter, search and/or monitor the private company voice mail system and the voicemail of any employee without advance notice and consistent with applicable state and federal laws.

#### **4.17 INTERNET USAGE**

As a growing company, we recognize the need to stay on the cutting edge of technology. This is one of the reasons we allow employees to have access to the internet.

The internet is intended for business use only. Use of the internet for any non-business purpose, including but not limited to, personal communication or solicitation, purchasing personal goods or services, gambling and downloading files for personal use, is strictly prohibited.

Our company's policies against sexual and other types of harassment apply fully to internet usage. Violations of those policies are not permitted and may result in disciplinary action, up to and including discharge. Therefore, employees are also

prohibited from displaying, transmitting and/or downloading sexually explicit images, messages, ethnic slurs, racial epithets, or anything which could be construed as harassment or disparaging to others.

Consistent with applicable federal and state law, the time you spend on the internet may be tracked through activity logs for business purposes. All abnormal usage will be investigated thoroughly. Employees learning of any misuse of the internet shall notify a member of management.

Violation of this policy may result in disciplinary action, up to and including discharge.

#### **4.18 DRESS POLICY**

Due to the nature of our service, personal appearance and cleanliness are of extreme importance. Employees are expected to be neat, clean, and conservative in dress and accessories.

- a. Paraprofessional employees are not required to wear uniforms, but their attire must be professional and tasteful. No clogs or open toe shoes are to be worn. Clean attire is to be worn whenever on duty.
- b. Registered Nurses are not required to wear a uniform but are expected to dress in a professional manner.

#### **4.19 BULLETIN BOARD**

Information of interest and importance to you is regularly posted on our bulletin board in the break area. We suggest that you look at it regularly. The bulletin board is for administrative use only, employees may not post or remove any information from the board.

#### **4.20 CONTACTS WITH THE MEDIA**

All media inquiries regarding the company and its operations must be referred to the Administrator. Only the Administrator is authorized to make or approve public statements pertaining to the company or its operations. No employees, unless specifically designated by the Administrator, are authorized to make statements to the media.

#### **4.21 IF YOU MUST LEAVE US**

1. When an employee resigns, in order to receive benefits that have been accrued, he/she must give adequate notice of resignation, in writing, and actually work, during the notice period. We consider adequate notice to be twice the normal vacation allowance, or two weeks, whichever is less.

2. At the time of resignation from this Agency, all employees are offered an exit interview. This is an opportunity for the employee to express views about the Agency and to discuss his/her reasons for leaving. An exit interview form will be complete, with specific discussion points. Employee comments will assist the Agency in improving staff relations and organizational performance. Employees should be ensured that this interview is confidential.
  - a. Employees may elect to have an exit interview with their immediate supervisor or a representative of Human Resources. Employees may respond to the exit interview, verbally, or in writing. The interview becomes part of the personnel file.
  - b. If an employee is resigning, on less than good terms, or has been terminated, he/she may decline to participate in the exit interview process. If an employee does decline to participate in an Exit Interview, his/her declination should be noted in the employee' personnel file

## **SECTION 5: SAFETY IN THE WORKPLACE**

### **5.01 EMPLOYEE RESPONSIBILITY**

Safety can only be achieved through teamwork at our company. Each employee, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations, and reporting unsafe conditions immediately to their supervisor.

Please observe the following precautions:

1. Notify your supervisor of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor immediately.
2. The unauthorized use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on the company's property is forbidden.
3. Use, adjust and repair machines and equipment only if you are trained and qualified.
4. Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess, ask your supervisor.
6. Know the locations, contents, and use of first aid and firefighting equipment.
7. Wear personal protective equipment in accordance with the job you are performing.
8. Comply with OSHA standards as written in our safety procedures manual.

9. Unauthorized possession, use or sale of weapons, firearms or explosives on work premises is forbidden.
10. Know the agency emergency plan and what your role is
11. Be alert and follow agency procedure for any emergency closings.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

## **5.02 GOOD HOUSEKEEPING**

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work organized and materials in good order at all times. Report anything that requires repair or replacement to your supervisor.

## **5.03 SMOKING IN THE WORKPLACE**

1. Our company is committed to providing a safe and healthy environment for employees and Our Organization seeks to foster the health and safety of all its employees and visitors. Tobacco products pose a significant risk to the health of the user. Additionally, in sufficient concentrations, side-stream smoke can be hazardous to non-smokers. We have a safe, and healthy, working environment and to create and maintain tobacco-free workplaces.
2. All applicants and employees are hereby notified of the tobacco-free workplaces. The use of tobacco-related products is prohibited in all areas of the facility.
3. Anyone wishing to smoke must smoke outside the office area with the door closed, either during their Lunch Break, or during one of their 15-minute breaks. All employees shall abide by the terms of the tobacco-free workplaces policy, as a condition of employment.

## **5.04 WORKPLACE VIOLENCE**

The safety of staff, in the home, is of paramount importance. In any situation that a staff member assesses to be dangerous, the employee is to leave the home and notify the office. At no time, should care be provided, if there is a possibility that a gun could be fired intentionally, or unintentionally.

2. Staff is not to carry firearms, either on their person or in their cars, concealed or otherwise, while on assignment for the Agency or traveling to and from the office. To do so will result in disciplinary action
  - a. All firearms are to be put away before care commences.

- b. The patient/caregiver should be informed regarding the Agency's safety policies, during the initial visit.
- c. If the patient refuses and insists on keeping a loaded weapon in the room, the employee should leave the home and contact the supervisor.
- d. All instances, regarding guns in the home, should be thoroughly documented in the patient's clinical record.
- e. If there are highly unusual, or mitigating circumstances, where the employee feels the situation requires the ability to defend oneself, the issue must be discussed, within the ethics committee, and a final decision made, by the President/CEO of the Agency.
- f. All discussion of these instances will be kept highly confidential, within the Agency.

#### **5.05 SUBSTANCE ABUSE**

The company has vital interests in ensuring a safe, healthy, and efficient working environment for our employees, their co-workers, and the customers we serve. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, we have established as a condition of employment and continued employment with the company the following substance abuse policy.

The company has implemented a drug testing program in compliance with state and federal laws. Employees are prohibited from reporting to work or working while using illegal or unauthorized substances. Employees are prohibited from reporting to work or working when the employee uses any controlled substances, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal substances and alcohol in the workplace including on company paid time, on company premises, in company vehicles, or while engaged in company activities. Employees are also prohibited from reporting for duty or remaining on duty with any alcohol in their system. Employees are also prohibited from consuming alcohol during working hours, including meal and break periods. This does not include the authorized use of alcohol at company-sponsored functions or activities.

Your employment or continued employment with the company is conditioned upon your full compliance with the company's substance abuse policy. Any violation of this policy may result in disciplinary action up to and including discharge. Furthermore, any employee who violates this policy who is subject to termination may be permitted in lieu of termination, at the company's sole discretion, to participate in and successfully

complete an appropriate treatment, counseling or rehabilitation program as recommended by a substance abuse professional as a condition of continued employment and in accordance with applicable federal, state, and local laws.

Consistent with its fair employment policy, the company maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their substance or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves, or others. The company will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence, and other measures, consistent with the company's policies and applicable federal, state, or local laws.

The company further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of company issued lockers, desks, or other suspected areas of concealment, as well as an employee's personal property when the company has reasonable suspicion to believe that the employee has violated this substance abuse policy. This policy represents management guidelines only and should not be interpreted as a contract of employment.

1. The Agency will not perform urine drug testing, per state regulations, on all direct care employees at the time of employment but will perform random urine drug testing as indicated.
2. The Agency will communicate the policy prohibiting the illegal use of drugs and possible dismissal for cause if the employee fails a drug test.
3. The Agency will pay for all drug tests which the Agency requires. An employee must pay for all drug tests not required by the employer.
4. The Agency may not discharge, discipline, or discriminate against an employee because the employee has voluntarily come forth to seek treatment for a drug-related problem if the employee has not previously tested positive for drug use.
5. The Agency will notify all applicants of the drug and alcohol policy and make the policy available to applicants or employees during regular business hours.
6. Drug testing will be performed by an outside lab and will include the following at a minimum:
  - a. Cannabis



- b. Cocaine
  - c. Amphetamines
  - d. Opiates
  - e. Phencyclidine
7. Random urine drug testing is administered without discrimination to race, religion, sex, sexual orientation or identity, or any other protected class per our anti-discrimination policy.
  8. Random urine drug testing may be indicated if there is reasonable suspicion that an employee is using or abusing drugs or alcohol. If the Agency decides to test an employee due to reasonable suspicion, the Agency will document specific objective facts that raised their suspicion prior to testing, including but not limited to:
    - a. a pattern of erratic behavior or conduct or a significant deterioration of work performance
    - b. direct observation of drug use
    - c. an arrest or conviction for a drug charge
    - d. information that an employee has or potentially caused or contributed to an accident while at work
    - e. a report of substance abuse provided by a reliable and credible source
    - f. evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working
  8. If drug testing is performed based on "reasonable suspicion," the Agency must outline and detail in writing the circumstances surrounding the determination that this type of testing is warranted. A copy must be provided to the employee upon request.
  9. If an employee/job applicant refuses to submit to a drug test, the Agency can discharge or discipline the employee or refuse to hire the job applicant.
  10. The employee will be directed to go to a predetermined certified laboratory that collect and handle specimens according to a chain of custody protocol for specimen collection. The laboratory will conduct a repeat test of the specimen within 30 minutes of any positive result.
  11. The employee will be notified within 24 hours of a positive test result.

12. The results of the urine drug test will be placed in the employee's confidential personnel file.
13. An employee whose drug test comes back positive has the right to contest the result. They can request the same sample be retested at another licensed and approved laboratory at their expense.
14. If the employee has a plausible explanation for the positive test result (i.e., legal use of prescription or nonprescription medication), as determined by the certified laboratory review officer then the result will be reported as negative to the Agency.
15. The employee may be discharged "for cause" and ineligible for unemployment benefits since the Agency prohibits the illegal use of drugs and the employee fails a drug test.
16. If the Agency determines that routine drug testing of employee applicants is in the best interests of the Agency, all employees will be notified in writing of our intention to require drug testing on specific or all categories of personnel having contact with clients.

The following statements and policies are to be read and your signature on the “Acknowledgement of Employee Handbook” attests that you have read, agree, and understand the following statements and policies.

## 5.06 FIELD PRACTICE STATEMENT

This Agency requires adherence to the following Standards and Procedures:

1. All employees are expected to dress in a manner appropriate to the health care environment, or as directed by the patient/family. This includes personal hygiene, jewelry, hair, and makeup.
2. **Please do not smoke in the presence of a patient.**
3. Always wear your photo ID Badge.
4. You are expected to arrive on time to all assignment that you have accepted. However, if an emergency or any situation should cause you to be five minutes late, or more, or to be totally absent from the assignment you must notify the Agency immediately. PLEASE DO NOT CALL YOUR PATIENT DIRECTLY. You may call the Agency 24 hours a day if you need to cancel or reschedule your assignment. **A NO-CALL, NO-SHOW IS GROUNDS FOR TERMINATION!**
5. If you have any problem, incident, or accident on the job, do not discuss it with the patient, but call the Agency immediately.
6. If the patient asks you to stay longer than your assignment or to leave earlier, you must call the Agency first, for approval.
7. Paraprofessional personnel (i.e. Aides) hereby acknowledge that they **WILL NOT, UNDER ANY CONDITIONS, DISPENSE OR ADMINISTER ANY MEDICATION.**
8. UNDER NO CIRCUMSTANCES are you to ask for or accept any money from your patient or take home any property that belongs to the patient.
9. There shall not be any involvement with the patient's financial affairs (i.e. check writing).
10. You are expected to honor the confidentiality of any patient information which is obtained in the regular course of your employment.
11. No personal telephone calls should be made or received by you while on assignment.
12. Please do not discuss your pay or any other personal affairs with the patient/family.
13. As an employee of this Agency, you are not authorized to accept any direct employment that may be offered to you by your patient/client/family. If you are requested to do so, please have the patient contact us.
14. **It is imperative that all signed notes and documentation including Daily Log, be filled out properly and returned to the office as per our schedule.** If the patient is unable to sign your note, a family member or responsible party may sign.
15. During the course of employment, this Agency's proprietary materials (i.e. forms, medical records) will be used only in connection with employment and will not be disclosed to anyone without authorization from the Agency.

## 5.07 PERSONAL PROTECTIVE EQUIPMENT FOR SAFETY AND INFECTION CONTROL STATEMENT

I understand Personal Protective Equipment is available in the office and includes the following:

- Barrier Safety Goggles
- CPR Shield Face Barrier
- Fluid Resistant Gown
- Gloves
- Biohazard Bag

- Sharps Container
- Disposable Face Mask including N95

I have been instructed in the use of this equipment and understand that I must comply with Policies and Procedures regarding use of personal protective equipment.

### **5.08 CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION STATEMENT**

It is both the Agency's and the employee's responsibility to ensure that every patient's health information is protected at all times. By signing below, you are indicating the acknowledgement of HIPAA and understand that a thorough orientation of the agency's policy regarding patient's Protected Health Information will be provided to you upon hire.

I understand that I may be handling Protected Health Information. I further understand that there are specific guidelines associated for use and disclosure of Protected Health Information. I agree to protect the Electronic Record and passwords provided to me as outlined in the HIPAA policy.

The agency has sanctions and fines for all individuals failing to comply with HIPAA Rule and Regulations.

### **5.09 PROTECTION OF HEALTH INFORMATION STATEMENT**

There are specific guidelines to ensure patient's Protected Health Information is kept private. I understand that my employment with the agency involves handling Protected Health Information. I will ensure patient's records are protected by enforcing the following measures:

- Patient Protected Health Information will be transported in a protected travel chart when traveling.
- When transmitting and receiving a fax involving Protected Health Information, I will ensure that it is conducted in a private area.
- Patient Protected Health Information will be returned to the agency upon acknowledgement of the patient being discharged.

I pledge to make every effort to keep patient's Protected Health Information protected at all times.

### **5.10 HIPAA CONFIDENTIALITY AGREEMENT**

#### **EMPLOYEE CONFIDENTIALITY AGREEMENT of PATIENT HEALTH INFORMATION AND PERSONAL INFORMATION in accordance with HIPAA REGULATIONS**

For good consideration and as an inducement for the Agency, I agree not to directly or indirectly use, manipulate, or copy any patient health information (PHI). This includes personal health or contact information (address, phone, email address, etc.) during the period of employment. Misuse of PHI or personal contact information will result in termination and report with action to HIPAA federal agencies. Fines related to civil and criminal offences for gross misconduct with the above information are the direct responsibility of said employee.

The Employee acknowledges that the Agency shall or may in reliance of this agreement provide Employee access to trade secrets, customers and other confidential data and good will. Employee agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party or for their own personal or monetary gain.

The Employee agrees to not copy and to return all such Agency supplied information immediately upon termination of employment. Further the employee agrees not to solicit any of the customers, employees of the employer for any purpose for a period of two years after termination.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

## **5.11 CORPORATE COMPLIANCE STATEMENT**

The Corporate Compliance Statement provided below is to be acknowledged and signed on the "Acknowledgement and Receipt of the Employee Handbook" by every Agency employee as well as every employee working for the Agency on a contract basis.

As you know, our Agency and our Staff member have always been committed to providing exceptional healthcare and upholding ethical conduct standards and legal compliance. Our policy formally and clearly states that there is zero tolerance to any form of fraud or misconduct. This Agency believes that every employee or agent plays a key and active role in maintaining its image and reputation.

You hereby acknowledge that you have been apprised of and agree to comply with the Agency's Corporate Compliance Policy. You understand that in no way does this create an obligation or contract of employment and you, as well as the Agency, have the right to end the employment relationship at any time.

## **5.12 EMPLOYEE POLICIES AND PROCEDURES STATEMENT**

I understand that copies of policy and procedure manuals are available and that it is my responsibility to read, understand and conform to all applicable Agency policies including personnel policies. It is also my responsibility to comply with periodic changes and revisions.

I have read the Agency's Policy and Procedure on Abuse, Neglect and Exploitation and agree to Comply with and be bound by the Policy.

I understand that information contained in any Agency manual does not constitute a contractual relationship between the Agency and its employees, nor is it an expression of my term of employment. I affirm that I have auto insurance coverage as required by this state and the Agency and I agree to keep it fully in force on any vehicle I use for the conduction of Agency business during the term of my employment. The Agency has the right to request proof of insurance at any time during the term of employment and that I am required to follow all Agency requirements and state and local laws.

I understand that only the Agency has the authority to admit clients and will supervise with appropriate personnel all services provided.

As a caregiver, I will carry out the plan of treatment, submit time sheets, clinical and progress notes as appropriate and, at a minimum, on a weekly basis, I will participate in developing and reviewing plans of care, periodic client evaluations and care conferences, discharge planning and schedule coordination. I will provide services within the geographic area covered by the Agency. I will attend required staff meeting and in-service training. Home health aides are required to have 12 hours of in-service training annually.

I understand that I must remit documentation of services performed prior to payment for those services and that payroll procedures require timely and accurate completion of documentation that must be submitted prior to payment for services provided. I understand that all information, both written and verbal, regarding client and employee health conditions is strictly confidential and protected under federal and state law. The presence of a communicable or venereal disease; testing, results or known infection by HIV, Hepatitis, Tuberculosis; information concerning child abuse, mental health, drug or alcohol abuse is protected under specific law. All information in connection with the examination, care or provision of services to any client will not be disclosed without the individual's written consent except as may be necessary to provide services as required by law. Information may be used in statistical or other summary form or for clinical purposes only if the identity of the individual is not disclosed. I understand the violation of client/ employee confidentiality is subject to civil and criminal penalties.

If I mistakenly exceed my accrued or earned sick or vacation leave balance, I authorize the Agency to deduct any amount from my paycheck(s) to correct my accrued or earned sick or vacation leave balance. I understand that this company does not routinely perform drug testing on its employees but may do so at its discretion. I understand that this company is an "At Will" organization and may hire and fire at will.

### 5.13 Acknowledgement of Employee Handbook

We are glad to have you as a member of our team. As a team member at **Classique Concierge Home Health Care** you are an essential part of a team effort. We hope that you will find your position with the Company rewarding, challenging and productive. Every Employee has an important role in our operation, and we value the ability and experience you bring with you to the organization. You, and other Employees, are vital to the success. Our Employee Handbook provides guidance to our agency policies as follows.

Nature of Employment/Patient & Business Relations	Policy & Procedures Statement
Equal Employment Opportunity/ Non-Discrimination Policy	Corporate Compliance
Immigration Compliance and I-9 Form Compliance	Abuse & Neglect Policy
Introductory Period/Orientation Period	Non-Disclosure of Patient Healthcare Information/ HIPAA
Use and return of Company Property	Attendance & Punctuality Policy/Call out Policy
Complaint & Grievance & Policy Against Retaliation	PTO/Sick Day/Overtime/Holidays/Bereavement Leave/FLMA Leave of Absence
Conflict of Interest/ Standard of Business Ethics and Conduct	Jury Duty/Voting Time Off/Military Leave
Dress Code & Professional Image	Policy on Job Descriptions
Office Hours/On Call Hours & 24/7 Availability of an RN	Employment of relatives
Open Door Policy	Communication Methods (email, Tiger Connect Text, Bulletin Board)
Employee Classifications/Categories	Employee Health and Dental Coverage Eligibility and time frame to apply
Time recording/Time Sheet Submission/Mileage Reimbursement	Continuation of Health Coverage under COBRA
Expense Report and Receipts Submission	Safety in the Workplace/Non-Violence Workplace
Payroll/ Pay Periods/Payroll Deductions/Direct Deposit/Payroll Correction	PPE Availability and PPE for Safety and Infection Control Statement
<b>Appropriate Conduct:</b> <ul style="list-style-type: none"> <li>• General Work Rule/Field Practice Statement</li> <li>• Discrimination &amp; Harassment Policy</li> <li>• Rules of Conduct/ Prohibited Conduct</li> <li>• Sexual Harassment Policy</li> <li>• Drug &amp; Alcohol Policy /Drug free workplace/Drug Testing Policy</li> <li>• Employee Responsibility/Reporting Misconduct Procedures</li> <li>• Receipt of gifts/ No Borrowing Money from Patient's, Families, Co-Workers/Theft &amp; Embezzlement</li> </ul>	Emergency Plan/ Emergency Closings
	In-Services/Education
	Electronic Signature/ Password protection
	Information Management/Computer usage & Safety
	Termination of Employment/Voluntary resignation
	Workers Compensation /Reporting Procedure/Report of First Injury/ Approved Physician Panel
	Confidentiality and Protection of Protected Health Information
<p>I acknowledge that I have received my personal copy of the Employee Handbook, agreeance with all privacy, HIPAA, field practice, compliance, policy, and procedure statements, and understand that I am responsible to read and adhere to all of its contents. I also understand that if I do not understand something that I will refer to the Handbook to seek guidance, as well as going to my direct supervisor or the agency Administrator for further information or clarification of all policies.</p>	

**Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Agency Representative Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Employee Copy*