

# **Infinity of Page Home Health Services, LLC**



## **Employee Handbook**



## **Employer's Disclaimer**

The purpose of this Handbook is to provide you with an overview of the employment policies, procedures and benefits of Infinity of Page Home Health Services, LLC. It is a summary only and, as such, is not meant to be all inclusive. This handbook is not to be viewed as an employment contract, express or implied, and it does not guarantee employment for any specific length of time. Employees are "per diem", meaning if a job is offered, it is typically for a set time frame, and all positions are temporary positions. While some positions will be available for extended periods, each job is considered to be on a "per diem" status. While it is hoped that our employment relationship will be long-term, either the Agency or the employee can end the relationship at any time, with or without notice, with or without reason, to the extent allowed by law. Infinity of Page Home Health Services, LLC reserves the right to change employment policies, procedures, benefits or the Handbook at any time without notice. It is the responsibility of the employee to stay abreast of policy. The Agency will make every effort to notify employees of any policy changes, additions or deletions. All changes will immediately become a part of this Handbook.



# Table of Contents

<b>Welcome .....</b>	<b>1</b>
<b>Purpose of Handbook.....</b>	<b>1</b>
<b>Agency Overview .....</b>	<b>1</b>
History .....	1
Location and Contact Information.....	1
Governing Body .....	2
Organizational Structure.....	2
Leadership Team .....	2
Communications.....	3
<b>Agency Aims and Objectives.....</b>	<b>4</b>
Mission Statement .....	4
Vision .....	4
Values .....	4
Commitment .....	5
Equal Opportunity .....	5
Anti-Discrimination.....	5
Harassment .....	6
Reporting Discrimination and/or Harassment .....	6
Cultural Diversity .....	6
Disabilities.....	6
<b>Employment Eligibility .....</b>	<b>7</b>
Legal Requirements.....	7
Employment of Relatives .....	7
Employment of Minors.....	7
<b>Employment Process .....</b>	<b>8</b>
Unsolicited Employment Applications.....	8
Post Position .....	8
Screen Applicants.....	8
Create Short-List .....	9
Conduct Personal Interview .....	9
Select New Employee.....	10
Make Conditional Offer-of-Employment.....	10
Conduct Background Checks .....	10
Evaluate Competency .....	10
Obtain Additional Information.....	10
Determine Immunizations and Testing Requirements .....	11
Issue Written Offer-of-Employment .....	11
Accept Offer-of-Employment & Complete Paper Work.....	11
Notify Unsuccessful Candidates.....	12
<b>Background Checks .....</b>	<b>12</b>
Licensure, Certification and Registration.....	12
Renewal of Licensure, Certification and Registration .....	13
CPR and First Aid .....	13
Criminal Convictions.....	13

<b>Other Conditions of Employment.....</b>	<b>14</b>
Per Diem Status .....	14
Compliance.....	14
Confidentiality/Non-Disclosure of Information.....	15
HIPAA Privacy Rule .....	16
Conflict of Interest.....	17
Absence of Communicable Diseases.....	17
Immunizations .....	17
Employee Immunization Responsibilities.....	19
Personal Information .....	19
Employee Personnel Files .....	19
Employee Medical Files.....	20
<b>Classification of Workers.....</b>	<b>20</b>
Full-time Employee .....	21
Part-time Employee .....	21
Full-time Salaried Employee.....	21
Part-time Salaried Employee.....	21
Temporary Employee .....	21
Casual Employee .....	21
Shift Employee .....	21
Per Visit Employee.....	22
Probationary Employee .....	22
Independent Contractor .....	22
Exempt Employee .....	22
Non-Exempt Employee .....	23
Volunteer .....	23
<b>Standard Work Week.....</b>	<b>23</b>
Agency Office Hours.....	23
Client Services Hours.....	23
Weekend Work Hours .....	24
Shift Work Hours .....	24
<b>Work Assignments .....</b>	<b>24</b>
Work Assignments in the Office .....	24
Work Assignments in Clients' Homes.....	24
Employee Work Assignment Responsibilities .....	25
When Unable to Make Work Assignment.....	25
<b>Human Resources Issues .....</b>	<b>26</b>
Job Descriptions .....	26
Employee Skills.....	28
Employee Qualifications .....	28
Routine Competency Evaluations .....	29
Performance Appraisals.....	29
The Appraisal Process .....	29
Performance Issues.....	30
Disciplinary Action .....	31
Termination .....	32
Voluntary Termination or Resignation.....	32
Retirement .....	32
Layoff.....	32

Involuntary Termination or Dismissal.....	33
<b>Staff Development .....</b>	<b>33</b>
Orientation.....	33
Probation.....	34
Training .....	35
<b>Seniority.....</b>	<b>35</b>
<b>Promotion .....</b>	<b>36</b>
<b>Complaints or Grievances .....</b>	<b>36</b>
<b>Working Hours for Pay and Benefit Purposes .....</b>	<b>37</b>
Working Hours .....	37
On-Call Hours .....	38
<b>Payroll Procedures .....</b>	<b>38</b>
Pay Period.....	38
Rounding Off Hours .....	38
Time Sheets .....	39
Payroll Deductions .....	39
<b>Employee Compensation and Benefits .....</b>	<b>39</b>
Regular Compensation .....	40
Over-Time Compensation .....	40
Statutory Holidays .....	41
Assignment of Wages.....	41
Eligibility for Benefits.....	42
Dental and Health Insurance .....	42
Continuing Health Coverage (COBRA).....	42
Individual Retirement Arrangement (IRA) .....	43
Temporary Disability Insurance .....	43
Paid Days Off.....	44
Conditions for Paid Days Off.....	44
<b>Employee Perks .....</b>	<b>45</b>
Referral Bonus.....	45
Profit Sharing Plan .....	<b>Error! Bookmark not defined.</b>
Stock Options .....	<b>Error! Bookmark not defined.</b>
Personal Leave of Absence .....	45
Family and Medical Leave (FMLA) .....	45
Bereavement Leave .....	46
Jury Duty .....	46
Military Leave .....	46
<b>Performance Standards .....</b>	<b>47</b>
Work Ethics and Standards of Conduct.....	47
Punctuality & Attendance.....	49
Dress Code.....	50
Identification Badge .....	50
Phone Calls & Texting .....	51
Secondary Employment.....	51
Privately Servicing Agency Clients.....	51
Drug, Alcohol & Illegal Substance Abuse .....	51
Gifts, Gratuities & Business Courtesies .....	52
Solicitation & Distribution .....	52

<b>Federal Civil False Claims &amp; Deficit Reduction Acts.....</b>	<b>52</b>
The Federal Civil False Claims Act .....	53
Examples of Fiscal Abuse & Fraud Practices .....	53
Deficit Reduction Act of 2005 – Section 6032 .....	54
Reporting Suspected False Claims .....	55
“Qui-Tam” (Whistleblower) Protection .....	55
Measures for Detecting and Preventing Fraud, Waste, & Abuse.....	56
<b>General Policies and Guidelines .....</b>	<b>56</b>
Red Flag Compliance .....	56
Vehicle Usage.....	57
Agency Vehicle Usage .....	57
Personal Vehicle Usage for Client Service .....	57
Transportation Waiver.....	58
Client Health Insurance Within Transporting Vehicle.....	58
Transporting Clients in Employee Vehicles.....	58
Transporting Clients in Private Vehicles Provided by Clients.....	58
Compensation for Private Vehicle Usage.....	59
Media Inquiries.....	59
Breast-feeding.....	59
Employee Personal Property .....	60
Agency Property .....	60
Automation Systems.....	61
Personal Usage of Automation Systems.....	61
Social Media.....	62
Securing Electronic Devices and Confidential Data .....	62
Purchases and Expenditures .....	63
<b>Health and Safety .....</b>	<b>63</b>
Safety in the Home Environment .....	63
Emergency Preparedness.....	64
Violence.....	64
Environmental Disasters and Emergencies .....	65
Inclement Weather and Hazardous Community Conditions.....	65
Food Safety.....	66
Health Issues.....	66
Medical Attention.....	66
Workers' Compensation .....	66
Reporting Incidents .....	67
Client Abuse .....	67
Reporting Child Abuse.....	68
Death at Home.....	68
<b>Infection Control .....</b>	<b>69</b>
Infectious/Communicable Diseases in the Community .....	69
Employees with Infectious/Communicable Diseases.....	69
Clients with Infectious/Communicable Diseases .....	70
Blood-borne Diseases.....	70
Exposure Plan for Blood-borne Diseases .....	70
Personal Protective Equipment (PPE) .....	71
Sharp Objects.....	71



<b>Financial &amp; Legal Issues .....</b>	<b>72</b>
Managing Client's Finances/Property .....	72
Assuming Legal Responsibility for Clients.....	72
Exploitation of Client's Finances /Property .....	73
<b>Handbook Revisions .....</b>	<b>73</b>
<b>Acknowledgment of Handbook .....</b>	<b>73</b>

# Welcome

It is our pleasure to welcome you to Infinity of Page Home Health Services, LLC. We hope that you will find your time with us to be enjoyable and fulfilling and that your career proves to be a long and happy one. We are a non-medical home care agency dedicated to providing efficient, courteous and reliable service in a workplace that is friendly, respectful and safe. We look forward to having you on our Team and the valuable contributions you will, undoubtedly, make.

## Purpose of Handbook

This handbook is meant to familiarize you with Infinity of Page Home Health Services, LLC and provide you with a summary of information regarding working conditions, benefits and policies & procedures affecting your employment. More details are provided in the Agency's *Policy & Procedure Manual*, which is located in the Agency Office. You may review the manual at any time during office hours and/or you may request copies of individual Policies & Procedures (P&Ps). In addition, selective P&Ps will be reviewed with you during Orientation, during training sessions and/or on an "as-needed" basis. Nevertheless, you are expected to be familiar with, and adhere to, all Agency policies and procedures.

The information provided in this handbook should not be considered as either an Offer-of-Employment or as a contract between the Agency and you. It represents conditions of ongoing employment but does not guarantee continued employment. You are responsible for reading, understanding, and complying with the terms of this handbook. This way, you will know what the Agency expects of you and what you can expect from the Agency. You are encouraged to present any questions that you may have to your Supervisor or to the Agency Manager.

## Agency Overview

### History

Infinity of Page Home Health Services, LLC was established in October 2009 in Page, Arizona. We are a Non-Medical Home Care Agency serving the entire State of Arizona.

### Location and Contact Information

Headquarters Physical Address: 862 A2 Vista Avenue Page, Arizona 86040

Mailing Address: P.O. Box 3505 Page Arizona 86040

Email Address: [infinityofpage.org](mailto:infinityofpage.org)

Website Address: [www.infinityofpage.com](http://www.infinityofpage.com)

Office Telephone Number: 928-645-6862

Emergency Telephone Number: 911  
Agency Manager's Telephone Number: 928-645-6862  
Supervisor's Telephone Number:

While we serve all segments of the population, the majority of our clients are seniors. We offer our clients quality in-home services, which include: Personal Care; Homemaker/Home Management; Caregiver/Respite; Intermittent Chores/Home Maintenance; Friendly Reassurance; Companionship

### **Governing Body**

The legal structure of Infinity of Page Home Health Services, LLC is a Limited Liability Company;

The person or group of persons that has full legal authority for the operation of the Agency is the: members in a (Limited Liability Company);

Lynnette L. Adams has legal authority for Infinity of Page Home Health Services, LLC business operations.

### **Organizational Structure**

Infinity of Page Home Health Services, LLC's organizational structure delineates what positions are utilized in the Agency, the roles and responsibilities of each position, the lines of communication and who is to be consulted on specific issues. It also clearly defines the responsibilities, accountability and relationships of all the employees. Its *Organizational Chart* defines relationships and lines of authority within the Agency.

You will be given the details of the Agency's *Organizational Chart* during Orientation and updates will be provided when changes occur.

A diagram of the Agency's *Organizational Chart* can be found in the Forms Section of the Agency's *Policies and Procedures Manual*

### **Leadership Team**

The members of the Leadership/Management Team are:

- ◆ Owner: Lynnette L. Adams
- ◆ Office Manager/Administrator: Elisa Brown
- ◆ Field Supervisor: Melinda Daw
- ◆ Field Representative: Marcia Tapaha
- ◆ Human Resources: Vanessa Tracy
- ◆ Office Assistant 1: Kahmeah Fowler
- ◆ Office Assistant 2: Sage Eriacho

## **Communications**

Infinity of Page Home Health Services, LLC values good communications to prevent mistrust and misunderstandings between management and employees. Not only does effective communication improve relations between the two groups but also it has demonstrated that employee input improves management decisions. Furthermore, employees' morale, performance and job satisfaction are enhanced when effective communication measures are available and utilized. Some of the communication methods that the Management Team may utilize to communicate with you involve face-to-face interactions, suggestion boxes, employee newsletter, Bulletin Board and/or Newsletters, staff meetings, written memorandums, texting, telephones and email.

### **Face to Face Interactions**

Infinity of Page Home Health Services, LLC practices an “*Open Door*” approach to encourage you to discuss work-related and/or personal issues, which may affect your welfare. If the issue is not pressing or urgent, it would be best if you could schedule an appointment with your Supervisor in order that he/she can give you his/her full and undivided attention when you meet. The Manager is also available, should you prefer to discuss the issue(s) with him/her.

### **Suggestion Box & Bulletin Board and/or Newsletter**

The Agency maintains an “*Employee Suggestion Box*” in the Agency Office. You are encouraged to submit your suggestions, as often as you would like. You do not have to include your name, if you want to remain anonymous.

A *Bulletin Board and/or Newsletter* is located in the Agency Office. Any employee or management member may post relevant and appropriate information and announcements on this board. Unless the posting is self-limiting, there will be a 30-day time limit for each posting; however, extensions, may be permitted. If you are uncertain about what constitutes appropriate content and/or if you wish to extend the time limit for a particular posting, consult with your Supervisor. Employees and management are all responsible for reading the postings in a timely manner.

### **Staff Meetings**

Agency meetings are held on a regular basis to provide updates on Agency activities, inform personnel of changes in policies and procedures, address issues and recognize certain employees. Employees and management members are encouraged to submit items for the Agenda. Spur-of-the-moment meetings are scheduled as required. Meeting reminders shall be posted on the Bulletin Board and/or Newsletter and/or sent via email, where applicable.

- ◆ The Management Team shall meet on a monthly basis.
- ◆ The Owner and Office Personnel shall meet every 3 months.
- ◆ The Field Supervisor and Field Personnel shall meet every 3 months after initial 90 days
- ◆ General Staff Meetings for all management and employees are held annually.

Minutes of all meetings are taken to summarize details, record required actions and specify the date and time of the next meeting. Minutes are posted on the Bulletin Board and/or Newsletter for 30 days after which they are filed in the Minute Record Book. Confidential issues are treated, in accordance with Agency Confidentiality Policies & Procedures including *Policy # 1.140 – Compliance; Policy #3.180 – Confidentiality & Privacy of Client Information; and Policy # 4.250 - Confidentiality of Personnel Records.*

## **Agency Aims and Objectives**

### **Mission Statement**

Infinity of Page Home Health Services, LLC is committed to providing high quality, client-centered and affordable Home Care services to its clients to assist them to lead dignified and independent lives in the comfort and safety of their own homes. Their individual needs are carefully assessed, understood and met through the selective assignment of qualified, trustworthy and compassionate personnel.

### **Vision**

Infinity of Page Home Health Services, LLC aspires to consistently be known and valued for providing the highest standard of in-home care services; for being the provider-of-choice in the community; for being the employer-of-choice in the community; and for being a financially viable agency.

### **Values**

You can help Infinity of Page Home Health Services, LLC achieve its missions and values by respecting and applying its core values, which include:

- ◆ keeping our client’s health, quality of life and well-being central in the design and delivery of services;
- ◆ treating and interacting with our clients with respect, dignity, compassion, empathy, honesty, and integrity while recognizing and maintaining confidentiality of client information;
- ◆ being courteous and competent to clients, families, co-professionals and the community-at-large;
- ◆ showing respect for all cultures, religions, ethnicities; sexual orientation, ages, gender and disabilities;
- ◆ valuing, supporting, recognizing and appreciating other employees, as employees are the Agency’s greatest asset;

- ◆ nurturing a work environment that encourages personal enjoyment and enhances job satisfaction and performance through recognition and reward;
- ◆ developing and maintaining positive relationships with the community, including local Home Care and Health Care personnel/organizations;
- ◆ conducting Agency business in an accountable and responsible manner;
- ◆ adhering to the professional code of ethics of the Home Care industry; and,
- ◆ applying continuous quality improvement measures throughout the Agency.

## **Commitment**

Infinity of Page Home Health Services, LLC is committed to maintaining and enhancing the attributes of its competent staff to ensure the ongoing provision of excellent quality care to clients in compliance with the Agency's mission statement, values and standards. It shall achieve this, in part, through staff development and training; enforcement of the Agency's policies and procedures; and, maintaining financial viability.

## **Equal Opportunity**

In accordance with its *Policy # 4.100 - Equal Opportunity*, Infinity of Page Home Health Services, LLC is an *Equal Opportunity Employer* and, as such, provides equal opportunity for you and all its employees and applicants for employment without regard to race, gender, color, creed, religion, gender, sexual orientation, National Origin, age, marital status, mental or physical disability, pregnancy, military or veteran status, or any other basis prohibited by state or federal law. This applies not only to the hiring process but also to working conditions and privileges of employment.

## **Anti-Discrimination**

Infinity of Page Home Health Services, LLC complies with U.S. anti-discrimination laws, which include, but are not limited to, the following:

- ◆ *Civil Rights Act of 1964* prohibits discrimination in employment on the basis of race, color, sex, or ethnic origin.
- ◆ Age Discrimination in Employment Act (ADEA) prohibits discrimination against employees 40 years and older
- ◆ Non-discrimination Act (GINA) prohibits the use of using genetic information for hiring, firing, or promotion decisions and for any decisions regarding terms of employment, health coverage and employment on the basis of genetic information.

Anti-discrimination compliance measures are reflected throughout the *Agency Policies and Procedures Manual* and are also addressed in the *Standards of Conduct* that you are required to read and sign, as a Condition of Employment.

## **Harassment**

Infinity of Page Home Health Services, LLC is committed to protecting your welfare and the welfare of its employees from all forms of sexual and job-site harassment including bullying, joking and/or commenting about sexual orientation, race, color, ethnicity, religion, gender, marital status, age, National Origin, status, physical/mental disability, pregnancy, military/veteran status, or any other basis, which is prohibited by state or federal law. Harassment compliance measures are reflected throughout the Agency *Policies and Procedures Manual* and are also addressed in the *Standards of Conduct* that you are required to read and sign, as a Condition of Employment.

## **Reporting Discrimination and/or Harassment**

Infinity of Page Home Health Services, LLC requires that if you believe you are a victim of any form of discrimination or harassment or if you have information about another employee, who is a victim, you must report it to your Supervisor immediately. If you report alleged or real discrimination or harassment, you can do so with fear of reprisal.

## **Cultural Diversity**

In accordance with its *Policy #4.120 – Cultural Diversity*, Infinity of Page Home Health Services, LLC recognizes and values the traditions and customs of others and, in so doing, practices an open and tolerant attitude towards different religions, cultures, ethnic groups, races and personal views. Special racial, religious, ethnic, cultural and linguistic needs of clients will be determined and documented during their initial assessment. Wherever possible, the Agency tries to assign employees who have similar backgrounds. The Agency also recognizes the cultural and religious obligations of its employees. You are expected to become more knowledgeable of, and sensitive to, other cultures and to recognize and support diversity.

## **Disabilities**

The *Americans with Disabilities Act* (ADA) prohibits discrimination in employment on the basis of disabilities and requires that employers reasonably accommodate individuals with disabilities who can otherwise perform a job. In accordance with this Act, and with its *Policy #4.100 – Equal Opportunity*, Infinity of Page Home Health Services, LLC will reasonably accommodate qualified individuals, with known disabilities, unless doing so will cause the Agency undue hardship. This applies to employee selection, training, job assignment, compensation, benefits, discipline and termination. It is your responsibility to notify your Supervisor of your special need(s). He/she may require input from you on the types of accommodation you feel is required or the functional limitations caused by your disability. When appropriate, we may need your permission to obtain additional information from your physician or other rehabilitation specialist(s).

# Employment Eligibility

## Legal Requirements

In accordance with the *Immigration and Nationality Act* (INA), Infinity of Page Home Health Services, LLC only hires those individuals who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S., in accordance with the U.S. Department of Labor (DOL) regulations. The Agency will verify your identity and employment eligibility, which includes completing the DOL's "*Employment Eligibility Verification Form (I-9)*". The completed I-9 will be kept in your Personnel File for at least three years, or one year after employment ends, whichever is longer.

## Employment of Relatives

Infinity of Page Home Health Services, LLC may permit you and members of the your "family" to work at the Agency, at the same time, providing the job-site relationship is not one of Supervisor/ Subordinate or providing a conflict of interest does not result.

For purposes of this practice, a "family member" is an individual who is related to you in one of the following capacities: spouse, sibling, parent, grandparent, aunt, uncle, cousin, any "in-law" relationship, any "step" relationship, a significant other, love interest or room-mate.

## Employment of Minors

Infinity of Page Home Health Services, LLC may hire you if you are a "Minor", in the eyes of the Department of Labor (DOL) or the State. All states have Child Labor Laws. When federal and state standards are different, the rules that provide the most protection to young workers are followed. The decision on whether or not to hire a "Minor" will be made on a case-by-case basis. If you are a "Minor" and have some experience and/or training; can competently perform the duties required by the position; and, meet all other requirements, you might be considered for employment in the office setting. However, our contract with certain entities requires some of our caregiving positions to hire over the age of 18 years.

The Agency follows all *Child Labor Rules* established by the federal *Fair Labor Standards Act (FLSA)*, which determines minimum wage, over-time pay, recordkeeping, and Child Labor Rules affecting Full-time and Part-time workers and which restrict when children can work and what jobs they can do. During your interview, you will be asked to present your Birth Certificate and, if you are hired, a copy of it will be kept in your Personnel File. Once you turn 18, there are no federal Child Labor Rules but the Agency will continue to follow any relevant state Child Labor Rules until you reach the age wherein any State Child Labor Rules no longer apply.



## **Employment Process**

Infinity of Page Home Health Services, LLC's employment process is in accordance with its *Policy #4.10 - Recruitment Selection and Hiring*. The Agency makes all recruitment, selection, hiring and employment decisions on the basis of individual merit and objective job qualifications. Any training, which the Agency deems to be needed, is supplied on a non-discriminatory basis with the goal of obtaining the best-qualified individual to perform the duties of the position.

### **Unsolicited Employment Applications**

Infinity of Page Home Health Services, LLC continually receives unsolicited applications from individuals who are seeking employment. Due to the high volume of such applications, the Agency will not be contacting these individuals unless it is interested in having them complete its *Application for Employment* form. Once this form is completed and returned to the Agency, the Supervisor and/or Agency Manager will review it to determine if the applicant appears to have the training and/or experience required for one of the positions the Agency utilizes. If it does, the application may be placed in the Agency's "*Potential Candidates*" file. Such files, are usually kept for one year. During that period, should the Agency need to recruit new employees, the potential candidates' *Applications for Employment* will be reviewed and suitable candidates may be contacted for Personal Interviews.

### **Post Position**

When a new position is created or an existing one becomes vacant at Infinity of Page Home Health Services, LLC, the Agency Manager and Supervisor update the relative Job Description and post the job opening on the *Job Posting Board* within the Agency Office. It will be kept there for 10 working days. You are encouraged to check the Posting Board regularly and to discuss job opportunities with your Supervisor. If you are interested, and feel you can meet the requirements of the Job Description, by all means submit your application/resume, as directed. If internal recruitment is not successful or not an option, the job position is advertised on the open market.

The Agency's search for suitable employees is an on-going process and is not only conducted when a position is open. A variety of recruiting sources are used to help attract and hire the best employees. These sources include everything from ads in the local newspaper to online postings to head-hunters. Referrals also come from existing employees.

### **Screen Applicants**

Once the deadline for the internal and/or external job posting has passed, the applications will be screened by the Agency Manager and the relevant Supervisor to determine suitability for the

position and to the Agency. Those applications, deemed to be most suitable, in terms of meeting the criteria required by the position and the requirements of the Agency, will be selected for further evaluation and possible Personal Interview.

### **Create Short-List**

Once all the applications have been screened for the minimum requirements, a short list of finalists to be interviewed is created. Short-list decisions are based on the information included in the applications.

### **Conduct Personal Interview**

The Agency Manager or Supervisor will schedule interviews with short-listed candidates. Candidates called in for interviews, should bring the documentation listed below with them. This documentation may not be reviewed during the actual interview but if the candidate proceeds beyond the interview stage, it will need to be verified at some point in the process.

- ◆ Photo identification such as a driver's license, passport or student's card.
- ◆ Copy of all licenses and/or certification relative to the position:
  - Nurses must bring a completed license verification form, which shows that their license is current and must verify that their status with state agencies is in good standing.
  - Since certification requirements for Care Aides vary, Care Aides must show proof that they are certified as a Personal Care Worker in the state in which the Agency operates.
- ◆ First Aid and CPR Certification - Employees providing services to clients are required to have First Aid training and be CPR certified. Documentation showing currency of such certification is required.
- ◆ Food Safe Certification is a requisite for all workers. Employees who do not have it at the time of the interview, must take obtain it or take the course within 30 days of being hired. There are various online sites that offer this Food Safe training.
- ◆ Fire Safety Certification is a requisite for all workers. Employees who do not have it at the time of the interview, must take obtain it or take the course within 30 days of being hired. There are various online sites that offer this Food Safe training.
- ◆ Fingerprint Clearance Card Employees who do not have it at the time of the interview, must take obtain it or take the course within 60 days of being hired
- ◆ DCW/Direct Care Worker Training Certificate. Employees who do not have it at the time of the interview, must take obtain it or take the course within 90 days of being hired
- ◆ Employees may be required to provide a copy of their Birth Certificate to validate their age, if they appear to be “minors”, as defined by the Federal Department of Labor DOL or state.

Three completed references, which are job related and, preferably, are from previous Supervisors. If Care Aides have recently attained accreditation but do not have three references, relative to the position they are applying for, they may submit three Supervisory references from previously-held job positions.

## **Select New Employee**

After the Personal Interviews have been conducted, the interview panel decides which finalist will receive the job offer. Then, they will rank the order of the other finalists, in case the chosen finalist declines the job offer.

## **Make Conditional Offer-of-Employment**

The Agency Manager may make a Conditional Offer-of-Employment to the successful finalist. This may be done verbally so that wage and start date negotiations can happen quickly. The actual employment offer is not made until later, as it is contingent upon successful results of the background checks and drug testing checks, in accordance with State and Federal regulations. Candidates issued a Conditional Offer-of-Employment, will be asked to sign an *Employer-Employee Agreement*. Whenever changes occur to this agreement, an addendum will be added

## **Conduct Background Checks**

As a condition of employment, and in compliance with state regulations, successful candidates will be asked to sign the Agency's Pre-Employment Background Check Authorization in order that background checks may be conducted. (See section titled "*Conditions of Employment: Background Checks*" for particulars.)

The Agency reserves the right to make employment decisions arising out of any and all of the Pre-employment Background Checks.

## **Evaluate Competency**

In some situations, one or more competency examination(s) may be conducted, depending on the job description, position requirements, the qualifications/experience of the candidate and the state's competency/certification standards; and/or, as deemed necessary by the Agency. More specifically the DCW Exam is available through us or another entity. The DCW Exam must be passed within first 90 days of hire. Family caregivers are only required to take part 1 of the Exam and skills portion all others are required to take and pass part 1 and part 2 and skills portion.

## **Obtain Additional Information**

Additional information is also needed from the successful candidate, which includes, but is not limited to:

- ◆ social security number;
- ◆ valid driver's license;
- ◆ proof of vehicle insurance;
- ◆ birth certificate;

- ◆ Physician's statement of medical fitness for the position; and,
- ◆ immunization record including a negative TB skintest result

### **Determine Immunizations and Testing Requirements**

Infinity of Page Home Health Services, LLC is committed to protecting the health of its employees and clients and, therefore, has established policies to support this goal. You will be required to have your immunization history evaluated in order that recommendations can be made to you to ensure your immunizations are current. (See Section entitled "*Immunizations*".)

### **Issue Written Offer-of-Employment**

The Agency Manager may offer the successful candidate employment contingent upon the successful completion of the Probationary Period. This offer shall be made in writing and shall include at least the following:

- ◆ the title of the position;
- ◆ a summarized job description;
- ◆ hourly wage or annual salary;
- ◆ effective date of employment;
- ◆ hours of work; and,
- ◆ any specific agreements between Agency Manager and new employee. e.g.:
  - need for higher level of vehicle insurance for use of personal vehicle; and/or,
  - need for specific class of Driver's License (if transporting clients).

A copy of the Offer-of-Employment letter shall be given to the successful candidate and the original shall be placed in the successful candidate(s)' personnel file. Offers-of- Employment, are contingent on the successful completion of the Probationary Period.

All employment with the Agency is totally voluntary. You are free to resign at any time, with or without cause. Likewise, Infinity of Page Home Health Services, LLC is free to terminate your employment at any time, with or without cause.

### **Accept Offer-of-Employment & Complete Paper Work**

The chosen applicant formally acknowledges the job offer verbally or in writing. The Agency begins the paperwork required to hire the finalist on the agreed upon start date. The Agency Manager will give the new employee(s) the forms to complete, which include, but are not limited to:

- ◆ The "I-9", which is the United States Department of Justice Immigration and Naturalization Service Employment Eligibility Verification form.
- ◆ The W-4, which is the Employee's Withholding Allowance Certificate. This form states the correct amount to withhold for Federal Income Tax.
- ◆ Pre-employment Background Check, which is issued by the Agency. And,
- ◆ Any additional forms, as mandated by State/Federal Regulations.

## **Notify Unsuccessful Candidates**

Once the Agency Manager and the chosen finalist have agreed upon the terms of employment, the Agency Manager advises the other interviewed applicants that the position has been filled. Only those candidates who were interviewed, will receive notification. In the event that the job posting did not specify that, then all candidates, who submitted applications, shall be advised that the position has been filled. The Agency reserves the right to keep on file the applications of candidates, who went through the hiring process, but who, for whatever reason, were not offered a job immediately, even though they were deemed to be suitable and met prerequisites. Sometimes, staffing needs can surface suddenly and since these candidates have already gone through the recruitment and selection process, they can be given assignments relatively quickly.

## **Background Checks**

As a condition of employment and in compliance with state regulations, successful candidates will be asked to sign the Agency's *Pre-Employment Background Check Authorization* in order that background checks, may be conducted on the following:

- ◆ Education Verification;
- ◆ License Verification;
- ◆ Motor Vehicle Records;
- ◆ Personal/Professional Reference Verification;
- ◆ Medical Suitability;
- ◆ Drugs/Alcohol;
- ◆ Criminal history check;
- ◆ Sex and violent offender registry check; and/or,
- ◆ Others, as deemed necessary by the Agency.

## **Licensure, Certification and Registration**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #4.30 – Licensure, Certification and Registration*, the Agency requires that licenses, certifications and registrations be presented at the initial, Personal Interview. They must clearly show the following:

- ◆ name of issuing authority;
- ◆ name of the individual;
- ◆ expiration date; and,
- ◆ license number for licensures.

You will not be permitted to commence work until these documents are presented and validated. Proof of current licensures/certifications/registrations will be kept in your Personnel File in the Agency Office.

Employees, who are not required to have specific licensure, certification, and/or registration, shall demonstrate competency. Competency validations will also be kept in your Personnel Files.

### **Renewal of Licensure, Certification and Registration**

Renewal of the licensure/certification/registration is your responsibility, in accordance with applicable state laws and regulations. You are responsible for payment of any required fees in their maintenance. Renewals licenses must be presented as received. If you fail to maintain the required licensures/certifications/registrations, you may be subject to disciplinary action or termination for inability to perform the duties of the position to which you are assigned.

### **CPR and First Aid**

If you are working with clients, you are required to be certified in CPR and Emergency First Aid. Evidence of certification must be presented at the Personal Interview. If your certification is not current, you must present confirmation of current certification within 3 months of employment. Thereafter, all renewal information must be provided as soon as it is received.

### **Criminal Convictions**

In accordance with State regulations and Infinity of Page Home Health Services, LLC's *Policy # 4.21 - Criminal Background & Sexual Offenders Registry Investigations*, Criminal Background and Sexual Offender Registry Investigations are completed after you accept a Conditional Offer-of-Employment and before an Offer-of-Employment is made.

These investigations are required for all new employees, whether they are Full-time or Part-time workers and for all former employees who are being rehired after being separated from the Agency for 90 days or more.

If you are a current employee of the Agency and receive a felony criminal arrest and conviction, you must report it to the Agency Manager within 5 days.

Should a Criminal Record Report indicate that you have a record of conviction for any of the following offences, the Agency will not consider you for employment:

- ◆ manufacture, delivery or trafficking of cannabis;
- ◆ manufacture, delivery or trafficking of controlled substances;
- ◆ unlawful use of weapons or aggravated discharge of a firearm;
- ◆ theft, financial exploitation of an elderly or disabled person, robbery or burglary;
- ◆ criminal trespass;
- ◆ arson;
- ◆ kidnapping or child abduction;
- ◆ unlawful restraint or forcible detention;

- ◆ assault, battery or infliction of great bodily harm;
- ◆ sexual assault or sexual abuse;
- ◆ abuse or gross neglect of a long-term care facility resident criminal neglect of an elderly or disabled person;
- ◆ murder, homicide, manslaughter or concealment of a homicidal death; and/or
- ◆ other crimes, which the Agency deems should be included in this list.

In the event that the Consumer Reporting Agency's (CRA) Report is going to be used, in part or in whole, in deciding whether or not to offer you employment, you will be provided with a "Pre-*Adverse Action*" notice and you will have the right to challenge the accuracy and completeness of the CRA Report. Should adverse action subsequently be taken, you will be given an *Adverse Action* notice.

The Agency reserves the right to make employment decisions arising out of any and all of the Pre-employment Background Checks.

## **Other Conditions of Employment**

Other conditions of employment are any requirements, besides your qualifications/education/experience that you must meet and agree to comply with before Infinity of Page Home Health Services, LLC will appoint you to a particular position. These conditions of employment are to be maintained while you hold this position with the Agency. They include, but are not limited to, the following sub-headings:

### **Per Diem Status**

Once you are hired you become what is referred to as an "eligible per diem employee" of Infinity of Page Home Health Services, LLC. "Per diem" means that if a job is offered to you, it is typically for a set time frame. All positions are temporary positions. While some positions will be available for extended periods, each job is considered to be on "per diem" status.

Be aware that you are not employed by any client; you may not work privately for any Agency clients; your assignments are not permanent positions; and, you are not guaranteed a certain number of hours per work week.

### **Compliance**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #1.140 - Compliance* and its *Standards of Conduct*, it is your responsibility to comply with federal, state and local laws, professional standards and the polices/regulations of relevant federally funded health care programs to ensure that care provided to Agency clients and business interactions reflect integrity and ethical conduct. You will be asked to sign the *Standards of Conduct* form, attesting

to the fact that you have read it, that you have received a copy of it and that you agree to comply with it.

Your signature also confirms that if you learn that there has been a violation of these standards, you will contact the Compliance Officer, the Manager and/or Supervisor immediately. No retaliation measures such as firing, demotion, reduction in hours and/or punishment of any form will be taken against you, as a result. In the event that you fail to report known offenses, the Agency may take disciplinary action up to and including termination of employment.

A Compliance Officer or designee has been delegated the responsibility for developing and overseeing a Compliance Program for the Agency. You will be given the name of this individual, when you are hired.

### **Confidentiality/Non-Disclosure of Information**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #3.180 – Confidentiality and Privacy of Client Information; Policy # 4.250.10 - Confidentiality of Personnel Records; #4.260 – Employee Medical Files and Policy # 4.270 – Non-Disclosure of Information*, you are expected to preserve and protect confidential Agency, client and employee medical, personal and business information and, therefore, shall not disclose such information except as authorized by law, client or individual.

Confidential Client Information includes, but is not limited to any identifiable information about a client's and/or his/her family including, but not limited to:

- ◆ medical history;
- ◆ mental, or physical condition;
- ◆ treatments and medications;
- ◆ test results;
- ◆ conversations;
- ◆ financial information; and,
- ◆ household possessions.

Confidential Employee information includes, but is not limited to:

- ◆ contact information i.e. telephone number(s); address, email address;
- ◆ names of spouse and/or other relatives;
- ◆ Social Security Number;
- ◆ compensation/salary;
- ◆ performance appraisal information;
- ◆ health status and treatments; and,
- ◆ other information obtained from their personnel files which would be an invasion of privacy e.g.
  - date of birth;
  - place of birth;
  - traditional password identifiers;



- bank account numbers;
  - income tax records;
  - driver's license numbers;
  - credit card numbers; and,
  - passport numbers.
- ◆ other information obtained from their personnel files which would be an invasion of privacy.

Confidential business information includes, but is not limited to:

- ◆ client lists;
- ◆ security data and credentials such as passwords,
- ◆ proprietary secrets;
- ◆ any information that, if released, could be harmful to the Agency; and,
- ◆ any financial information including accounts receivable, accounts payable and payroll.

You are further required to sign a *Confidentiality/Non-Disclosure Statement*. By signing it, you acknowledge that you have read and understand the statement's content and your agreement to comply with its terms. Failure to comply with the "*Confidentiality/Non-Disclosure Statement*" may result in disciplinary action and/or termination.

## **HIPAA Privacy Rule**

Infinity of Page Home Health Services, LLC complies with the *Health Insurance Portability and Accountability Act of 1996* (HIPAA), *Privacy Rule*, which protects the privacy and security of medical/health information that is held or transmitted by the Agency whether electronic, paper or oral.

Protected Health Information (PHI) includes:

- ◆ a person's name, address, birth date, age, phone and fax numbers, e-mail address;
- ◆ medical records, diagnosis, x-rays, photos, prescriptions, lab work, test results; and,
- ◆ billing records, claim data, referral authorizations, explanation of benefits and research records.

PHI may be looked at, given away or shared with others only to carry out your job duties. At all other times, you must protect a client's information, as if it were your own. You may not use or disclose protected health information, except either as outlined in the Agency's HIPAA Policy or as the individual, who is the subject of the information (or the individual's personal representative), authorizes in writing. Protected health information may only be disclosed in two situations:

- ◆ Individuals (or their personal representatives) request access to their protected health information or request an accounting of disclosures of their PHI. Signed authorization must be obtained from the individuals or their personal representative prior to the disclosure of their PHI.
- ◆ The U.S. *Department of Health and Human Services (HHS)* is undertaking a compliance investigation, a review or an enforcement action.

## **Conflict of Interest**

In accordance with Infinity of Page Home Health Services, LLC *Policy #4.140 - Conflict of Interest*, it is your responsibility to recognize and avoid any situation involving a business conflict of interest.

Employees are expected to promptly disclose any known relationships or activities that may result in real or apparent conflicts of interest. This information should be disclosed to your Supervisor and/or the Agency Manager to allow issues to be worked out before they develop into a problem. Through this action, you protect your own interests, as well as those of the Agency.

You are required to complete a "*Conflict of Interest Statement*" upon hire and update the Statement annually or whenever your status changes. Activities/situations that create a conflict of interest, or the appearance of one, must be declared on this *Conflict of Interest Statement*. Failure to comply with the "*Conflict of Interest Statement*" may result in disciplinary action and/or termination

You are required to complete a "*Conflict of Interest Statement*" upon hire and update the Statement annually or whenever your status changes. Activities/situations that create a conflict of interest, or the appearance of one, must be declared on this *Conflict of Interest Statement*. Failure to comply with the "*Conflict of Interest Statement*" may result in disciplinary action and/or termination

## **Absence of Communicable Diseases**

Before being allowed to work with clients, you must show evidence that you are free of communicable disease(s) and you are able to meet the physical requirements of the job.

## **Immunizations**

Individuals working as home care workers are considered to be at risk for contacting and transmitting infectious diseases. Therefore, if you deliver direct client care, you must provide documentation showing you are up-to-date with your Tuberculin skin tests, in accordance with Insert you company/agency name's *Policy #5.170 - Immunizations*.

Guidelines from the *Center for Disease Control and Prevention (CDC)*, advise it is essential that immunizations be given for infectious diseases. Other Health Authorities may also encourage immunization against other infectious disease on an "as-needed" basis. You are encouraged to obtain infectious disease immunizations, as recommended by these authorities unless you have religious objection and/or unless you have a medical contraindication(s), in which case, written confirmation from your Health Care Provider is required.

In accordance with its *Policy #5.170 – Immunizations and Policy #5.60- Blood Born diseases*, Infinity of Page Home Health Services, LLC follows the recommendations of the CDC and other Health Authorities, in regards to the following infectious diseases:

### **Tetanus-Diphtheria Toxoid**

If you have not had Tetanus-Diphtheria Toxoid immunizations and their ten-year follow-up boosters, you will be asked to obtain them and maintain their booster schedule.

### **Hepatitis B Series**

Documentation regarding the Hepatitis B Vaccine must be submitted i.e. either proof that you have received the vaccine or a completed "*Decline of Hepatitis B Vaccine*" form. If you have not had the vaccinations, you will be offered the *Hepatitis B series* within 10 days of commencing employment unless you have immunity or medical contraindications. These vaccinations will be provided at no cost to you. However, if you elect to undergo tests for antibodies, you will be responsible for any costs associated with antibody testing. If you start the series but do not agree with its schedule, you must either assume the cost of starting the series over or sign a "*Decline of Hepatitis B Vaccine*" form.

If you elect not to have the vaccines when they are initially offered to you, you will also be asked to sign the *Decline of Hepatitis B Vaccine* form.

### **Tuberculosis Control**

Infinity of Page Home Health Services, LLC follows the guidelines of the *Center for Disease Control (CDC)*, the *Occupational Safety and Health Administration (OSHA)* and state Health Department Regulations in its Tuberculosis Control Program. The specifics of this program are outlined in the Agency's *Policy #5.50.10 - Tuberculosis Control*. Generally, the Agency's *Tuberculosis Control Program* requires you to undergo skin tests for tuberculosis. If you are known to be a positive reactor, you will be given an X-Ray instead.

If TB tests are negative, no further testing shall be required but if you are positive, you will be required to undergo any recommended, additional testing to determine the presence of active TB, in accordance with regulations.

Probationary Employees must ensure their Skin Test results are received within 365 days before they are employed or 7 days after they are employed. The Agency will be financially responsible for pre-employment skin testing but will not be financially responsible for any preventative therapy or treatment for its Probationary Employees.

Regular Employees, who have not had a TB Skin Test within the last 12 months, shall have a two-step baseline test. This involves being tested with repeat testing being done in two weeks, if it is negative or vague. Those with a documented positive PPD skin test, do not have to have the test repeated.

PPD retesting shall be done every 3-12 months depending on the level of risk and exposure history of the individual employee. Employees with a low risk of exposure may be retested yearly.

Employees, who have had direct exposure to TB, shall be retested immediately and be tested, again, in 3 months.

General Training on Tuberculosis will be given during orientation. Refresher training will be provided to employees when they are assigned to a case wherein TB is present.

### **Influenza Control**

You are also encouraged to obtain effective, influenza immunization(s) for your protection, as well as the protection of clients, co-workers and members of the general public. Employees, who are not immunized, could be excluded from work or could be required to consult with local health authorities re the need for medication/treatment. If you refuse immunizations for whatever reason, you will be asked to complete the Agency's *Declination of Influenza Vaccination*" form.

### **Employee Immunization Responsibilities**

It is your responsibility to obtain the required immunizations and to keep them current. You need to have your Health Care Provider sign your Immunization Record copies, before you give them to your Supervisor. They will be filed in your Confidential Employee Medical File, which is kept in a secure location at the Agency Office.

### **Personal Information**

If you are hired, you are required to submit personal information for placement in your Personnel File, which will be treated as confidential and be maintained in a secure location in the Agency Office. It is important that your files are kept current so please advise the Agency Manager of any changes that you have in regards to the following personal information:

- ◆ legal name;
- ◆ address;
- ◆ telephone number;
- ◆ dependents;
- ◆ marital status;
- ◆ insurance beneficiary;
- ◆ military status; and/or,
- ◆ emergency contact.

### **Employee Personnel Files**

In accordance with Infinity of Page Home Health Services, LLC Policy #4.250 – Personnel Files, when you are hired by the Agency, your employment application and/or resume becomes a permanent part of your Personnel File. It is used to determine eligibility for employment and promotion. All information provided in the application must be accurate and true. Should

misrepresentation or false information be submitted, it could result in failure to hire or in termination.

This Personnel File is a confidential file that is set up and maintained in a secure location in the Agency Office, in accordance with Infinity of Page Home Health Services, LLC's *Policy #4.250.10 - Confidentiality of Personnel Records*. In addition to your employment application and resume, your Personnel File stores documentation, which includes job application, certification records, job description, résumé, training record, salary history, records of disciplinary action performance reviews, coaching, and mentoring. These files belong to the Agency and access to them is confined to individuals who may legitimately review it, usually the Agency Manager, the Supervisor and the Employee.

### **Employee Medical Files**

In accordance with Infinity of Page Home Health Services, LLC *Policy # - 4.260 – Employee Medical Files*, a separate confidential medical file is retained, where required, to comply with applicable regulations that may be imposed by the *Americans with Disabilities Act (AMA)*, the *Health Insurance Portability and Accountability Act (HIPAA)* and/or other relevant regulations. This file is kept separately from the Personnel File in a secure location in the Agency Office. Information from it is revealed only to 1) safety and first aid workers, if necessary, to treat you or to provide for evacuation procedures; 2) your supervisor, if you have a disability that requires restricted duties or a reasonable accommodation; 3) government officials as required by law; and 4) insurance companies that require a medical exam.

Should you wish to access your file(s), you should contact your Supervisor to arrange a time for you to do so. File reviews must be conducted in the Agency office, in the presence of your Supervisor or Agency Manager.

Before any of your information is released to a third party, a written “*Release of Information*” consent will be obtained from you, unless the request is due to a subpoena or other legal requirement.

### **Classification of Workers**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #4.41 - Classification of Workers*, the Agency utilizes various job classifications in its operations. You will fall into one or more of the following classifications, at the time of hiring, which may change, from time-to-time, during your employment with the Agency:

### **Full-time Employee**

Full-time employees are those who regularly work between 35 and 40 hours per week. They are entitled to benefits.

### **Part-time Employee**

Part-time employees are those who work less than a Full-time schedule per week. They may be entitled to some benefits.

### **Full-time Salaried Employee**

Full-time salaried employees are paid a pre-determined wage based on a minimum of 35-40 hours per week in a regular fashion. Salaried employees receive an annual salary, divided over the number of pays each year. Usually salaried employees are not paid over-time, regardless of the number of hours worked.

### **Part-time Salaried Employee**

Part-time salaried employees are permanent staff, who work a specified number of hours per week on a Part-time basis. Staff members who work on a Part-time, salaried-basis receive the equivalent of a Full-time salary prorated for the number of hours they work in a week. Their pay grade is generally the same as equivalent Full-time staff.

### **Temporary Employee**

Temporary employees work Part-time or Full-time. They rarely receive benefits or the job security afforded Regular Staff. Temporary employees are often utilized in situations such as temporary surges in business, regular employees being on leave (e.g. sick leave or maternity leave, etc.) or Short-term work assignments. A Temporary Assignment can end at any time depending on the employer's needs.

### **Casual Employee**

Casual Employees are persons who work in positions that have no specified schedules and may be of indefinite duration. These employees have neither guaranteed hours per day or guaranteed days of work per week. Instead, they are contacted when work is available, at which time they may elect to accept or decline the work opportunity.

### **Shift Employee**

Shift Work provides service during all 24 hours of the clock, each day of the week (24/7). The term "Shift Work" includes both Long-term night shifts and work schedules in which employees change or rotate shifts. The day is usually divided into "shifts", set periods of time

during which different shift workers take up their post. Employees who work shifts are usually paid by the hour.

### Per Visit Employee

Employees, whose work schedules are established on a per visit basis, are paid by the visit or, if Medicare is involved, payment will be in line with Medicare policy.

### Probationary Employee

New employees are usually placed on Probationary Status for a 6-month trial period to enable them to learn the job and to enable the Supervisor to observe and evaluate their performance. The Agency may also place workers on Probationary Status, if their performance is below a set standard or if probation is deemed to be appropriate for disciplinary reasons. It might also be applied when employees are assigned a new position.

A Probationary Employee is generally an “at-will” employee who has no expectation of continued employment. The probationary employee may be dismissed at any time during the probationary period, for worthy cause or without cause or reason. (More information will be provided under the section titled *Probation*.)

### Independent Contractor

Independent Contractors are self employed individuals who do project-based work. They run their own business and hire out their services to other agencies. They negotiate their own fees and working arrangements and can work for a variety of agencies at one time.

In accordance with Infinity of Page Home Health Services, LLC’s *Policy #180 - Contracted Services*, a written agreement is drawn up when arranging for services to be provided by Independent Contractors, who are not directly employed by the Agency. The work performed by the Contractor will only be what has been specifically requested by the Agency and mutually agreed upon, in writing. While the Agency has the right to control and direct the Contractor, as to what shall be done, the Agency does not have the right to control and direct the Contractor, as to the details and means by which the work will be done. The Contractor, provides assurance that his/her work will always be performed competently, professionally and to the best of his/her ability, experience and training.

Independent contractors are not employees of the Agency and thus are not eligible to receive tax-free benefits from the Agency.

### Exempt Employee

Since exempt employees generally hold managerial, professional and administrative positions, they are not eligible for over-time pay and therefore must be paid a salary. They include:

- ◆ “White-collar” employees who earn more than \$455 per week. A “white collar” employee is generally considered someone whose job does not require manual labor but that does require consistent and significant knowledge, or an employee whose job requires mostly mental or clerical work. White collar positions typically require independent action and use of decision-making and judgment skills on the job.
- ◆ Employees who routinely perform exempt or other “professional” duties (including executive or managerial or administrative duties) and earn more than \$100,000 per year.
- ◆ Most sales professionals.
- ◆ Nurses, line leaders, and team leaders even if they are not technically classified as “management.”

### Non-Exempt Employee

Nonexempt employees are those whose job positions do not meet the "exempt" criteria under the *Fair Labor Standards Act (FLSA)*. Non-exempt employees are paid over-time at a rate of one-and-one half times for all hours in excess of 40 hours in each work week.

### Volunteer

Volunteers are defined as individuals who provide their time and skill in any of the services provided by the Agency, at no cost to the Agency. They maintain the same rights to privacy and confidentiality as clients have. And they must follow the Agency’s Rules of Conduct, which are applicable to Agency employees.

## Standard Work Week

Infinity of Page Home Health Services, LLC has a standard 40-hour work week, which is Sunday through Saturday, beginning on Sunday at 12:01 am and ending on Saturday at 12:00 midnight.

### Agency Office Hours

The Agency Office’s days and hours of operation are Monday to Friday from 8:00 AM to 5:00 PM. The office is closed on Saturdays, Sundays and regulated Statutory Holidays.

### Client Services Hours

The Agency delivers service to its clients 24 hours a day, 7 days a week and 365 days per year, including Statutory Holidays. Scheduled hours of service for clients are determined on a case-by-case basis, depending on the needs and wishes of the individual client. Should



clients request a change in their established schedules, the requests must be referred to the Supervisor.

### **Weekend Work Hours**

The Agency provides services 24 hours a day, 7 days a week and 365 days a year. Therefore, employees will be required to work weekends, when needed. Weekend assignments are issued on a rotational basis and employees are expected to take their turn. Anyone who refuses a weekend assignment will be required to make it up the next weekend. Repeated refusal of weekend assignments may result in termination of employment since availability for shift and weekend work is one of the conditions of employment with the Agency.

### **Shift Work Hours**

Shifts can vary from 2 hours to 12 hours, depending on the services provided. Overnight shifts are usually the longest. A Skilled Nurse and a Supervisor are available to support you at all times. During office hours, phone the Agency Office if you wish to contact either the Skilled Nurse or the Supervisor.

During non-office hours, a Skilled Nurse and a Supervisor are also on-call. The Agency has two dedicated cell phones for this support. One is issued to the Skilled Nurse on-call and the other is issued to the Supervisor on-call. If on-call personnel are rotated, the cell phone will be in the possession of the person, who is currently on-call. To get supervisory or nursing support during non-office hours:

- ◆ Contact the Skilled Nurse on call by phoning: (Enter the relevant cell phone number.)
- ◆ Contact the Supervisor on call, by phoning: (Enter the relevant cell phone number.)

## **Work Assignments**

### **Work Assignments in the Office**

Work assignments for office employees are scheduled by the Office Supervisor. Clerical and Administration staff generally work Monday to Friday during regular Office Hours. Skilled Nurses and Supervisors have fluctuating schedules to accommodate on-call duties.

### **Work Assignments in Clients' Homes**

Work assignments for in-home employees are scheduled by the Field Supervisor. They are offered on the basis of services required, qualifications/expertise needed and availability of employee(s).

Jobs are generally assigned on a per diem basis. Thus, if a client receives services 2 or more times during a week, he/she might have more than one worker assigned. This means that a client is a client of the Agency and not a client of any one particular employee.

When you receive and accept an assignment, you agree to the hours that the job requires. Should the requirements of that job change, you will be given first option of keeping that assignment, if you are willing to work within the changes. On the other hand, if you are not able to work within the new changes, another employee will be assigned.

You may refuse an assignment but doing so does not mean a replacement assignment will become available; or, if one does, it doesn't mean that the replacement assignment will be given to you. There is no guarantee of work assignments, as requests for service are unpredictable and can be sporadic.

Sometimes assignments come up on very short-notice. Being willing to accept these last-minute assignments and/or being available to cover for sick employees, will increase your chances of receiving assignments.

### **Employee Work Assignment Responsibilities**

Keep your contact information current with the Agency office. We must be able to reach you easily and often on short notice. We will not be responsible for any loss of hours or other inconveniences or hardships you incur because we were not able to contact you. When you receive your work schedules for the current time period, you are responsible for immediately reviewing the schedule and notifying the office of any problems or conflicts.

Be on time for your assignments. Not only is this being courteous to the client but also to another employee, who may be working the shift previous to yours and may need to get to his/her next one. Unless an emergency situation arises, and you are not able to make your assignment, you should advise the office well in advance of any schedule changes you require. E.g. If you know you have an appointment, try to give the office at least one week's notice.

If you do need to change your schedule for any reason, do not work it out with the client(s). You must notify the office and let the office revise the schedule, as it sees fit. Neither are you to ever swap assignments or shifts with other workers. Instead, notify the office and the office will determine if the swap will be permitted. Only the office is aware of the "whole picture" and other factors that could influence the swap.

### **When Unable to Make Work Assignment**

When you are not able to work because of short-term illness or other reasons, you must contact your Supervisor, as soon as you are aware that you cannot report for duty, in order that a substitute can be arranged, if necessary. As a minimum, you are required to give at least 3-

hours notice. If you become aware, during non-office hours, that you cannot cover your assignment(s), you must contact the Supervisor on call. If you do not contact a Supervisor and fail to report for your assignment, you will be considered a "no-show" and may be subject to disciplinary action.

You must call a Supervisor directly. During non-office hours, you can phone the on-call Supervisor. Do not leave telephone messages, as it may be imperative that arrangements be made immediately for a substitute for you. If you get the On-Call Individual's voice mail, don't leave a message but continue to call back, until you reach him/her. The Supervisor may already be on the phone or could temporarily be in a position that prevents him/her from taking your call at that moment. In any event, it is your responsibility to keep phoning back until you get a live answer.

If you are sick for 3 or more days, a doctor's statement is required. The statement should also indicate when you can be expected to resume your duties. You are not paid for hours that you do not work unless you are eligible for approved and documented leave benefits.

## Human Resources Issues

### Job Descriptions

In accordance with Infinity of Page Home Health Services, LLC's *Policy #4.40 - Job Descriptions*, all positions utilized by the Agency are assigned a Job Description and an employment type to reflect the qualifications, competencies and categories needed to achieve the Agency's purpose, goals and mission. Job descriptions are used for activities including classifying positions; recruiting; hiring; establishing remuneration; training; and, development.

Early in the recruiting process, you will be given a copy of the Job Description, which clearly identifies the responsibilities and qualifications of the position you are seeking. This will enable you to fully understand what will be expected of you. It will be reviewed with you then and, if you are hired, it will also be reviewed with you during Performance Appraisals and as indicated. A copy is filed in your Personnel File. Agency Job Descriptions are examined annually or on an "as-needed" basis; and, if necessary, revisions will be made. You might be consulted for input when the job description for your position is being reviewed.

The Agency utilizes the following job Descriptions:

Edit the following list to reflect what Job Descriptions are used in your Agency.

**Home Care Manager/Administrator** assumes management responsibility for the fiscal and operational activities of the home care agency and is responsible for long-term planning, organizing, directing and staffing of the Agency. He/she plans and develops new programs,

recruits and interviews management personnel and establishes procedures for measuring quality care and organizational performance

**Home Care Supervisor(s)** oversees services provided to individuals in their own homes and communities, who need assistance caring for themselves due to age, sickness, disability and/or other infirmities. He/she ensures that employees deliver services in a caring and respectful manner, in accordance with relevant Agency policies and industry standards.

**Home Care Registered Nurse** ensures that the highest standards of care are delivered to the services being provided by Care Aides and other Agency staff while working within the confines of the Agency's policies and procedures. He/she ensures all practices are up-to-date and reflect current trends. The RN also provides training, as required, to Care Aides and other Agency staff and is often called upon to work in a supervisory role or assist with supervisory responsibilities.

**Home Care Companions** provide service to individuals in their own homes and communities, who need assistance caring for themselves as a result of old age, sickness, disability and/or other infirmities. Home care may include light housecleaning, laundry, meal preparation, transportation, companionship, respite and advice on such things as nutrition, cleanliness and household activities.

**Homemakers** provide service to individuals in their own homes and communities, who need assistance caring for themselves as a result of old age, sickness, disability and/or other infirmities. Home care may include housecleaning, laundry, meal preparation, transportation, companionship and respite.

**Personal Care Attendants** provide service to individuals in their own homes and communities, who need assistance caring for themselves as a result of old age, sickness, disability and/or other infirmities. Personal Care may include assistance with the activities of daily living, housecleaning, laundry, meal preparation, transportation, companionship and respite,

**Live-in Companions** provide overnight and 24-hour round-the-clock care to Agency clients by assisting them with their activities-of-daily-living, (i.e. dressing, bathing, grooming, toileting, etc.) and/or instrumental activities-of-daily living (i.e. managing money, shopping, telephone use, travel in community, housekeeping, preparing meals, and monitoring medications and so on), as the client's needs require.

All Job Descriptions carry a responsibility to ensure that that service is delivered in a caring and respectful manner, in accordance with relevant Agency policies and industry standards.

Complete Job Descriptions for Agency positions can be found in the *Forms Section* of the *Agency's Policy & Procedure Manual*.

## **Employee Skills**

Infinity of Page Home Health Services, LLC has certain skills that it considers essential for its employees to have, regardless of the position they hold. It is vital that you utilize skills, which include, but are not limited to the ability to:

- ◆ perform duties competently;
- ◆ be aware of other people's reactions and understand why they react, as they do;
- ◆ establish and maintain relationships;
- ◆ teach others;
- ◆ apply reason and logic to identify strengths and weaknesses of possible solutions;
- ◆ identify problems and determine effective solutions;
- ◆ understand written and oral instructions;
- ◆ communicate information orally and in writing so others understand;
- ◆ listen and understand the spoken word;
- ◆ work independently and in cooperation with others;
- ◆ determine or recognize when something is likely to go wrong;
- ◆ suggest a number of ideas on a subject;
- ◆ perform activities that use the whole body;
- ◆ handle and move objects and people;
- ◆ provide advice and consultation to others;
- ◆ observe and recognize changes in clients;
- ◆ establish and maintain harmonious relations with clients/families/co-workers;
- ◆ be flexible; and,
- ◆ be loyal to the Agency, co-workers and clients.

## **Employee Qualifications**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #4.31 – Personnel Qualifications*, the Agency complies with federal and state standards and regulations to ensure that competent, effective and efficient service is delivered to its clients. The Agency applies qualification criteria established by the state for its Administrator, Supervisor, Home Care Workers and Registered Nurses. In the absence of state established criteria, the Agency follows *Department of Health and Human Services (DHHS)* requirements.

### **Home Care Aide Qualification Criteria**

In the absence of State criteria for Home Care Aides, the Agency may adapt DHHS Home Health Aide requirements, as specified in the *DHHS State Operations Manual Appendix B - Guidance to Surveyors: Home Health Agencies*. Basically, Home Health Aides are considered by DHHS to be qualified if they successfully complete:

- ◆ a State-established/other training program; and,
- ◆ a Competency Evaluation Program or State Licensure Program.

However, if there has been a continuous 24-month period wherein individuals have not delivered services for compensation, they will not be deemed to have completed a Training and Competency Evaluation.

Additional qualification information for Home Care Aides plus information on qualification criteria for the Agency Manager, Supervisor and Registered Nurse are outlined in the Agency's *Policy #4.31 – Personnel Qualifications*. If you have any questions, refer to this policy and/or consult with the Supervisor or Agency Manager.

### **Routine Competency Evaluations**

Not including the hiring process, you are required to undergo competency evaluations at designated times – upon completion of the Probationary Period, annually and on an as-needed basis, in accordance with the Infinity of Page Home Health Services, LLC's *Policy #4.60 – Competency Validations & Evaluations*.

These evaluations are usually completed by the Supervisor and/or Registered Nurse and are conducted to determine your competency in performing and rendering services, according to Agency Policies & Procedures and Standards of Practice. If there appears to be a performance problem, these Competency Evaluations will help the Supervisor/Registered Nurse assess the problem and ensure training is provided, which will help you to improve your efficiency. Copies of your Competency Evaluations will be filed in your Personnel File.

### **Performance Appraisals**

In accordance with its *Policy #4.80 - Performance Appraisals*, Infinity of Page Home Health Services, LLC appraises and develops employee performances regularly through the use of informal and formal evaluation approaches. This enables you to receive feedback on your job performance, to assist you to become more effective in carrying out your duties and enables the Agency to ensure that its quality service standards are maintained. Details of the appraisal content and process can be found in this policy.

You will meet with your Supervisor informally every three months to discuss work performance. This will provide an opportunity to assist you in improving your performance, if needed, before the formal appraisal is conducted. The content and results of your discussions with your Supervisor will be documented and placed in your Personnel File.

### **The Appraisal Process**

Formal meetings are held upon completion of your Probationary Period and then annually after that. There is a formal appraisal process that is followed.

#### **Before You Meet with Your Supervisor**

- ◆ Prior to meeting with you, your Supervisor reviews various aspects of your work record including:
  - relevant background, work experience and education;
  - duties, responsibilities, standards and/or measures of performance pertaining to your position and/or applicable Agency policies and rules;
  - previous performance appraisals (if applicable);

- productivity and quality control records;
  - work products generated by you; and,
  - input obtained from other Supervisors, Registered Nurse or other persons who, in the course of their work, had dealings with you during the appraisal period.
- ◆ Your Supervisor will make every effort to be as objective as possible and base the evaluation on standards of performance and applicable rules.

### **Your Meeting with the Supervisor**

- ◆ When your Supervisor meets with you, he/she will discuss the following:
  - the duties, responsibilities, and requirements of the job and the required performance level;
  - the positive aspects of your performance and measures to maintain or further enhance these positive features;
  - any performance weaknesses and how to address these concerns;
  - mutually agreed upon, work goals that you should attempt to achieve;
  - required changes to performance standards; and,
  - your long-term career objectives.
- ◆ You will be given an opportunity to state how you think you have met the standards and goals. This is a two-way sharing process aimed at helping you to meet your goals and your job requirements. Any differences of opinion will be discussed.
- ◆ Based on the quality of work performed, general work habits, and attitude, your Supervisor will record a formal rating on *Employee Performance Evaluation Form*, which will be one of the following: “*Outstanding*”, “*Superior*”, “*Satisfactory*”, “*Needs Improvement*” and “*Unsatisfactory*”. The criteria for each category is specified in *Policy #4.80 - Performance Appraisals*.
- ◆ After your appraisal is completed, you and your Supervisor will each sign the “*Employee Performance Appraisal*” Form. The original will be placed in your Personnel File and you will be given a copy for your own records.
- ◆ The Agency Manager reviews, comments and signs all Performance Appraisals.

### **Performance Issues**

In the event that you demonstrate unacceptable behavior or have difficulty competently performing all of the duties, as assigned, the Supervisor will work with you to improve job performance. This can be accomplished via a discussion and/or through the provision of training. When a minor violation in an Agency Policy or sub-standard job performance occurs, the Supervisor will give a Verbal Warning by discussing the issue(s) with you. This discussion will be documented in your Personnel File. After a Verbal Warning is issued, if there is no improvement in job performance or if the undesirable behavior continues, the Supervisor may give you a Written Warning, which states the details of the policy violation or poor job performance. You will be advised that you may be subject to termination if there is no improvement. A copy of the Written Warning will be given to the Agency Manager for review and signature and then will be placed in your Personnel File.

## **Disciplinary Action**

In accordance with its *Policy #4.220 - Disciplinary Action*, Infinity of Page Home Health Services, LLC is committed to establishing and maintaining a formal system of employee discipline, which ensures that the rules of the workplace and the standards of conduct are adhered to by all employees; and, that discipline is equitably and uniformly administered. Disciplinary Action is administered in a systematic order and may consist of one or more the following: Verbal Warning; Written Warning; Suspension; and/or Termination.

If any of the following are violated, you may be subject to Disciplinary Action, up to and/or including termination of your employment.

- ◆ practicing unethical behavior;
- ◆ displaying professional misconduct;
- ◆ being negligent;
- ◆ being incompetent;
- ◆ being dishonest;
- ◆ showing insubordination;
- ◆ non-compliance;
- ◆ conducting illegal activity;
- ◆ being absent from work without reason;
- ◆ breaching confidentiality;
- ◆ being willfully disobedient;
- ◆ causing willful damage to property;
- ◆ having poor job performance;
- ◆ violating the Human Rights Code;
- ◆ creating a disturbance in the Agency's office or in a client's home;
- ◆ being idle;
- ◆ being in possession of intoxicants or non-prescription narcotics;
- ◆ being under the influence of intoxicants when reporting for duty or when on duty;
- ◆ falsifying employment records;
- ◆ falsifying job-related documentation such as payroll cards, billing records and/or client records;
- ◆ stealing;
- ◆ misusing the Agency's or client's property deliberately or negligently;
- ◆ not following the Agency's policies and procedures;
- ◆ altering the Agency's policies and procedures;
- ◆ displaying obscene or indecent conduct;
- ◆ smoking in the Agency's office or in the client's home;
- ◆ soliciting;
- ◆ possessing weapons or explosives;
- ◆ threatening or interfering with the work of others;
- ◆ being excessively absent from work or late for work;
- ◆ endangering the welfare of others;



- ◆ divulging confidential information concerning clients/families/other employees/the Agency;
- ◆ leaving work without authorization; and/or,
- ◆ other actions deemed subject to discipline by Agency Management.

## **Termination**

In accordance with its *Policy #4.230 - Termination of Employment*, Infinity of Page Home Health Services, LLC utilizes a formal and just process for both voluntary and involuntary terminations. Either the Agency or the you may terminate the relationship with no liability, if there is no express contract for a definite term.

If you are terminated, you are required to return to the Agency Office, your Identification Badge, all client information and time sheets. Final payment for all wages will be made no later than the next, regularly scheduled payday. Any accrued, unused time will be added to the final check. Likewise, if any advances on sick and/or vacation time have been taken, deductions will be made from the final check.

There are 4 main reasons for discharge:

### **Voluntary Termination or Resignation**

A minimum of two weeks, written notice is required for resignations. Should you be absent for 3 or more days, without notifying your Supervisor or the Agency Manager, you will be considered to have resigned. Usual practice is that if you resign, without providing appropriate written notice of your intent to leave, you will not be re-hired.

### **Retirement**

The Agency does not have a mandatory retirement age and adheres to all federal and state requirements regarding retirement. If you are considering retirement, you should discuss your intentions with your Supervisor in order to determine a date for retirement; work out the appropriate termination notice; and, arrange for the timely completion of any required documentation.

### **Layoff**

The Agency will try its best to keep you employed. However, should there be a reduction in the demand for services, it may become necessary to lay you off. Whenever possible, you will be given at least one week's notice. You will be given a current Performance Appraisal and be offered references, where applicable. Severance pay will be given, in accordance with federal and state regulations.

## **Involuntary Termination or Dismissal**

The Agency has unilateral authority to terminate you for reasons, other than your explicit request, even if you are willing and able to continue performing your duties. Reasons that could lead to your dismissal include, but are not limited to the following:

- ◆ inability to fulfill one or more of the job duties/ responsibilities during the Probationary Period of three months;
- ◆ failure to achieve a satisfactory rating after two successive, unsatisfactory Probationary Periods are completed;
- ◆ failure to attain the given standards during probation or inability to maintain these given standard(s), after the Probationary Period;
- ◆ being consistently absent;
- ◆ being habitually late;
- ◆ not remaining on the job site for the entire hours scheduled;
- ◆ not having a valid driver's license, good driving record, appropriate vehicle insurance, and/or safe vehicle when job duties require the use of a vehicle;
- ◆ not getting along with, and/or being disruptive towards, co-workers/clients/families;
- ◆ having verbally, emotionally, physically and/or sexually abused co-workers, clients/families;
- ◆ having been grossly negligent, which did, or could have, endangered the health and/or safety of co-workers/clients/families;
- ◆ being guilty of misconduct e.g. not applying common sense, not conforming to professional standards; not complying with policies and procedures; and/or, being insubordinate;
- ◆ engaging in illegal activities on the job (such as embezzlement or harassment);
- ◆ providing, or arranging to provide service privately to Agency clients; and,
- ◆ having other shortcoming(s), as determined by the Supervisor or Agency Manager.

## **Staff Development**

### **Orientation**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #4.50.10 – Orientation*, you will receive *General Orientation* and *Ongoing Orientation*. *General Orientation* will familiarize you with your job, Agency standards, policies, procedures and the health, safety and welfare of staff and clients. *Ongoing Orientation* provides information on specific job positions and gives more extensive and detailed information on the subject areas touched on in *General Orientation*.

As part of the *General Orientation* you will be required to complete several forms to initiate payroll and insurance benefits, read your job description and review and sign this Employee Handbook.

General areas of review during orientation will include, but not be limited to the following.

- ◆ overview of the Agency;
- ◆ job fundamentals;
- ◆ job descriptions/duties;
- ◆ roles responsibilities;
- ◆ overview of the *Agency's Policy & Procedure Manual*;
- ◆ personnel issues;
- ◆ Agency expectations; and,
- ◆ safety in the workplace.

Specifics on these points can be found in Policy #4.50.10 – *Orientation*:

Orientation Checklists will be developed and maintained in order to track your personal orientation. It is your responsibility to tick off each completed segment, date and sign it. It is also your responsibility to be pro-active and advise your Supervisor of any area that you still require Orientation in. *Orientation Checklists* will be kept in your Personnel File and copies will be given to you. Each segment of the Orientation is delivered by a qualified person(s). You are responsible for ensuring you understand all the information provided in Orientation; and to seek clarification, if needed. You are also expected to, upon completion of Orientation, demonstrate knowledge and competency in the topics presented.

## **Probation**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #4.70 – Probation*, when you are first hired, you are assigned Probationary Status for a period of 6 months. This status enables your Supervisor to closely evaluate your progress, determine appropriate assignments and monitor other aspects such as how well you interact with co-workers, Supervisors and/or Clients. As a Probationary Employee, you are being considered for permanent status and, thus, you have no seniority privileges or status. The Agency reserves the right to terminate you at any point during the Probationary Period, should it be determined that you are not doing well at the job or are otherwise deemed to not be suitable for a particular position. This discharge may be without cause, unless such discharge will violate affirmative action laws. You may also be placed on Probationary Status, if your performance is below a set standard or if probation is deemed to be appropriate for disciplinary reasons. In these instances, you are usually given a period of time to either improve your performance or to modify your behavior before more severe measures are taken. Additionally, Probationary Status may be applied to you, if you are promoted to another position.

As a worker on probation, you will not lose your rights to the protection of federal and state labor laws such as discrimination and harassment. Your work hours and wages, including pay rate, regular and over-time pay will still comply with the *Fair Labor Standards Act (FLSA)*. If you are injured on the job, you are protected by the regulations of the *Occupational Safety and Health Administration (OSHA)* and are entitled to *Workers' Compensation* coverage. However, you are not entitled to benefits such as Agency sponsored health insurance, vacation pay and

pension pay participation. Neither are you entitled to job protection under the *Family and Medical Leave Act* (FMLA), if you have not worked for 12 months and at least 1,250 hours as required by FMLA.

Employees on Disciplinary Probation retain their employer-sponsored benefits and FMLA rights.

## **Training**

In accordance with its *Policy #4.50 – Training and Development* and its sub policies, Infinity of Page Home Health Services, LLC recognizes various types of training, which include those obtained through formal programs; certification programs; short-term programs, in-services, workshops; seminars; committee involvement, distance training; on-line training, self-study and so on.

You will receive training and development, as outlined in the individual policies relative to your job classification and health and safety issues. Nevertheless, you are also expected to take some responsibility for your own development and education and advance your own career through appropriate self-education and self-improvement. You should be proactive in researching the market for education/training tools, which may improve your personal knowledge and skills. If training is determined to be essential by state and/or accreditation regulations, for your job duties, you will be granted the time to complete the required training. You are responsible for documenting all training taken and submitting it, along with a certificate, training agenda and/or other material, to your Supervisor.

## **Seniority**

In accordance with its *Policy # 4.280 - Seniority and Promotion*, Infinity of Page Home Health Services, LLC uses Seniority Dates for accrual of vacation benefits, vacation scheduling, service awards, job selection in cases of equal qualification, and other employment decisions where seniority should be given preference.

Seniority is applied consistently when used to give preference to employees. It is based upon service as a Part-time or Full-time Employee. Casual time and Temporary time are not used when calculating seniority except when they are used for "tie-breaking" purposes. Seniority starts with the date of hire as a Regular Part-time or Full-time Employee and continues to accrue until employment is terminated. It will also continue to accrue during Agency-approved leaves of absences. If you cease working at the Infinity of Page Home Health Services, LLC for a period of 366 days or more, and are re-hired, you lose your seniority. However, if you are re-hired within 365 days of termination, your seniority will remain intact. You are limited to one opportunity only to keep your seniority if you are re-hired within 365 days of termination of employment.

## Promotion

In accordance with its *Policy # 4.280 - Seniority and Promotion*, Infinity of Page Home Health Services, LLC may promote deserving employees without influence, either positively or negatively, of age, gender, race, color, religion, sexual orientation, national origin or disability. Such considerations are generally based on abilities, qualifications, merit and/or seniority. If you have successfully completed the Probationary Period, you are eligible to be considered for promotion. As such, you are encouraged to review posted job vacancies. In order to be considered “promotable”, you only need to satisfy the qualifications, as specified in the Job Description – you are not required to have the qualities, skills or knowledge of the incumbent.

The Agency uses fair and unbiased criteria when considering employees’ qualifications for promotion. A number of factors are examined to determine the best qualifications and capabilities for promotions including experience, past performance, job-related, educational background, ability, qualifications, attendance record and, seniority.

The Agency may award you a promotion if your position is re-classified after an audit confirms that a higher degree of responsibility and complexity is being performed or you fill a job vacancy that has a higher classification than your previous position had.

## Complaints or Grievances

In, accordance with Infinity of Page Home Health Services, LLC’s *Policy #4.240 - Grievances/Complaints*, the Agency has a process in place to deal with discrepancies rising from working relationships, working conditions, employment practices, interpretation differences, discrimination and the like, in order that prompt and equitable resolution of grievances/complaints can be promoted. You have the right to file a grievance or complaint without fear of retaliation, discrimination or interference. If you choose to file a grievance or complaint, you should prepare a written submission within one week of the incident/issue. The submission should contain the following information:

- ◆ your name and job position;
- ◆ reason for and details of the grievance/complaint;
- ◆ corrective action desired;
- ◆ date grievance or complaint is submitted;
- ◆ name of the Supervisor to whom the grievance or complaint is first submitted; and,
- ◆ your signature.

The Supervisor will discuss the grievance or complaint with you within one week of receiving it. Should you and the Supervisor have unresolved issues, a written report of the unresolved

issues and the original grievance or complaint should be submitted to the Agency Manager, who will review it and respond to you within one week. If the Agency Manager involvement fails to bring a resolution to the grievance/complaint, you have the right to consult with an external body. You also have the right to withdraw your grievance or complaint at any stage of the process.

## **Working Hours for Pay and Benefit Purposes**

### **Working Hours**

In regards to pay and benefits, working hours include your on-the-job hours, some travel time, some training and certain breaks. For example:

#### **Travel Time**

The time you spend in travel from jobsite to jobsite during your workday is considered to be working hours. Traveling time spent going to your first assignment of the day and home from your last assignment of the day are not considered to be working hours.

#### **Training and Seminars**

The time you spend at seminars, meetings, training sessions and similar activities are viewed as working hours, unless all these criteria apply:

- ◆ The sessions are outside your regular working hours.
- ◆ The sessions are not directly related to your job duties.
- ◆ You are not required to perform any productive work during your attendance.
- ◆ You are attending on a voluntary basis.

#### **Employee Breaks**

Infinity of Page Home Health Services, LLC's *Policy #4.160 - Employee Breaks* provides guidelines for employees on paid and Unpaid Breaks and on scheduling breaks during working hours. It is your responsibility to know and adhere to the following guidelines:

#### **Paid Breaks**

You are permitted to take one 15-minute, paid-break per 4-hour shift, which should be scheduled in a manner that does not interrupt services to the client. These breaks are not to be used to extend the lunch hour; cover a late arrival; leave work early; accrue vacation; or, count as over-time, if the break is not taken. Your Supervisor will work out suitable break schedules with you, depending on job assignments. The times of your scheduled breaks may vary due to client needs and/or staff on hand.

#### **Unpaid Breaks**

Meal periods are Unpaid Breaks during which you are not required to perform any job functions. Although, legally, you are not required to take meal breaks, the Agency expects you to take them for your own welfare and to increase performance efficiency. Meal breaks shall

typically be 30–60 minutes in length and should be coordinated with your daily work schedules, which may vary from day to day. You should try to schedule a break about mid-point during your shift. You are encouraged to take meal breaks, regardless of the shift worked; e.g. day shift, afternoon shift, over-night shift. If an assignment requires you to spend your entire shift with one client, the Supervisor will consult with you to work out break details, which will meet your needs and be the least disruptive to the client.

### **Personal Breaks**

If you have unexpected, personal business to take care of, you must notify your Supervisor to discuss time away from work and make provisions, as necessary. Personal business should be conducted on your own time. Personal breaks are non-aid hours.

### **On-Call Hours**

If you are required to be on-call, the periods you spend being on-call (i.e. being available) are not paid hours. However, the time you spend responding to calls are considered to be paid hours.

## **Payroll Procedures**

Infinity of Page Home Health Services, LLC's payroll procedures are outlined in its *Policy #6.60 – Payroll*. Following is a summary of the payroll process:

### **Pay Period**

The Agency's pay period covers a 14-day timeframe, which starts at 12:01 am on the first Sunday and ends at 12 Midnight on the second Saturday. Payday is every second Friday and occurs 26 times a year. Time sheets for work performed during these periods must be submitted no later than the close of office hours on the Tuesday following the end of the current pay period. Pay checks will be ready for pickup at the Agency Office anytime during office hours on the Friday of that same week.

### **Rounding Off Hours**

Hours worked are tracked in 15-minute increments. Time ranging from 1 - 7 minutes is rounded down whereas time ranging from 8 - 14 minutes is rounded up, in accordance with, *Fair Labor Standards Act* (FLSA) regulations. Employees are paid only for the hours they work.

## **Time Sheets**

In accordance with Infinity of Page Home Health Services, LLC's *Policy # 6.60 - Payroll*, employees shall accurately record all hours worked in the designated time-period using the *Agency's Employee Time Sheet*. Be sure that you fill the forms out completely and accurately.

Include the clients' names, dates, hours of service, types of service provided, your name and pay period. Obtain the client's signature at every visit, to verify the type of service(s) you performed and the time you spent there. Take your *Time Sheet* with you when you leave your clients' homes, after every assignment.

It is your responsibility to record any breaks your take during your regular workday. e.g. personal time off; appointments, lunch breaks, etc. You are encouraged to take your lunch breaks. If foregoing a break is going to result in over-time hours, you must contact your Supervisor to determine if over-time will be authorized.

Your Supervisor will review your *Time Sheet* before it is forwarded to payroll for processing. *Time Sheets* that are not filled out correctly and/or completely will be returned to you. Falsifying or altering data are grounds for immediate Termination of Employment.

## **Payroll Deductions**

There are some mandatory payroll deductions that Infinity of Page Home Health Services, LLC is obligated by law to deduct from your paychecks. These include federal income tax, state income tax; and FICA (social security and Medicare). When required by law, deductions may also need to be made for local taxes and child support. Voluntary payroll deductions may be made for certain employee-related benefits if they are available through the Agency and if you authorize them. (e.g. Retirement, Health Insurance, Life/Disability Insurance etc.).

## **Employee Compensation and Benefits**

In accordance with its *Policy #4.150 – Employee Benefits and Compensation*, Infinity of Page Home Health Services, LLC provides mandated benefits and compensation to you, in compliance with State, Federal, *Department of Labor* and/or other regulations. Discretionary benefits may also be offered to you.

The Agency Administrator generally negotiates benefits and compensation with you during your personal interview and/or when a conditional Offer-of-Employment is extended. You will receive orientation to the benefit and compensation package, including details and qualification times when you are hired and you will be given a written contract, which details the package.



Mandatory contributions for Social Security, Medicare and Unemployment Insurance, shall be deducted from your compensation, in accordance with federal and state regulations. The Agency will contribute the regulated employer payments for Social Security, Medicare, Unemployment Insurance, and Workers' Compensation.

Review the following and revise to reflect what is applicable to your Agency.

### **Regular Compensation**

Infinity of Page Home Health Services, LLC pays its employees at rates, which meet or exceed the amounts stipulated by federal, state and/or other jurisdictional laws for hours worked up to and including 40 in a given work week. Wages are competitive in today's market and are based on hours worked and the type of work being performed. Compensation is generally based on, but not limited to, one or more of the following:

- ◆ experience;
- ◆ regulated pay rates;
- ◆ task difficulty;
- ◆ requirement for a second language;
- ◆ days of week worked;
- ◆ industry wage standards;
- ◆ challenging clients;
- ◆ statutory holidays;
- ◆ shift differentials; and,
- ◆ education.

Your wages will be reviewed annually to coincide with your Performance Appraisal. Should you assume a different position or should you be promoted between Performance Appraisal periods, a wage review will be conducted at that time. Wage increases are based on performance; adherence to Agency policies & procedures; meeting or exceeding job requirements; and, prosperous business levels. Increases are not given to augment cost-of-living increases.

The Agency keeps all remuneration information confidential and expects its employees to do the same. Wage specifics must not be disclosed to, or discussed with, others, as per the Agency's *Policy #4.270 – Non-Disclosure of Information*.

### **Over-Time Compensation**

#### Non-Exempt Employees

Infinity of Page Home Health Services, LLC pays over-time to its Non-Exempt Employees, in accordance with federal, state and/or hour restrictions. Non-Exempt employees are paid at a rate not less than 1 ½ times their regular rate of pay for all hours worked in excess of 40 in a given week. The Agency does not consider personal time off, holiday time or any leave of absence as hours worked when calculating over-time. Salaried employees are usually exempt from over-time. All over-time must be pre-authorized by your Supervisor.

#### Part-time Employees, Temporary Employees and Independent Contractors

Part-time Workers, Temporary Workers and Independent Contractors, as defined by Policy #4.41 - *Classification of Workers*, are not eligible for Paid Days Off. If you are classified in

one of these positions and you need to take time off and/or miss work due to illness, you may ask your Supervisor if you can make up the lost hours. However, we cannot guarantee that replacement hours can be provided, per Agency *Policy #4.172 - Paid Days Off*.

### **Statutory Holidays**

In accordance with Infinity of Page Home Health Services, LLC's *Policy 4.171 – Statutory Holidays*, you will only receive Statutory Holiday pay, if you work on a Statutory Holiday. If clients' schedules fall on a statutory holiday and they want service that day, you will be paid at 1 ½ times your regular rate of pay. You must obtain pre-approval from your Supervisor before you provide service to any client on a Statutory Holiday.

Providing “lieu of” time off meets federal and state regulations, if you work on a Statutory Holiday, you may choose to take Paid Time Off instead of accepting over-time pay. This option must be discussed with, and approved by, your Supervisor in advance. If, approved, you will be given a minimum of 1 ½ hours of Paid Time Off work for each hour you work on a Statutory Holiday. This Paid Time Off must be taken either:

- within 3 months of the week in which the over-time was earned; or,
- within 12 months of the week in which the over-time was earned, if you agree in writing.

If clients happen to be scheduled for services on a Statutory Holiday, they will be given the option of rescheduling services to avoid having to pay the higher rate for service because of the Statutory Holiday. Wherever possible, the re-scheduled hours will be booked in a timeframe that fits with your work schedule so you do not lose out on those hours. This is conditional on clients approving the new timeframe. Should you lose hours because of re-scheduling due to Statutory Holidays, the Agency will attempt, but cannot guarantee, that replacement hours will be assigned to you within that, or another, period.

In accordance with Infinity of Page Home Health Services, LLC's *Policy #4.171 – Statutory Holidays*, the Agency recognizes the following statutory holidays: (Add or delete others to reflect what Statutory Holidays apply in your State)

- |                     |                    |
|---------------------|--------------------|
| ◆ New Year's Day    | ◆ Columbus Day     |
| ◆ Memorial Day      | ◆ Veterans Day     |
| ◆ Independence Day; | ◆ Thanksgiving Day |
| ◆ Labor Day         | ◆ Christmas Day    |

### **Assignment of Wages**

Should a wage reassignment be levied against your earnings, the Agency will comply with state and federal regulations. You will be advised, immediately, if such levies are placed.

Review the following benefits and eligibilities and edit to reflect what your Agency offers.

## **Eligibility for Benefits**

Infinity of Page Home Health Services, LLC employees, who are eligible for benefits include:

### **Full-time Employees**

Full-time Employees are eligible for statutory benefits including Social Security and Workers' Compensation. In addition, they may be eligible for Annual Leave and Sick Leave, after 3 months of Full-time Employment.

### **Part-time Employees**

Part-time Employees, who regularly work less than 40 hours per work, are entitled to statutory benefits only i.e. Social Security and Workers' Compensation.

### **Salaried Employees**

Salaried Employees receive their full pay each payday even if sick, personal and vacation days are taken. However, if salaried employees use all their paid days off and still take more, the Agency may deduct the excess days' pay from their paychecks.

## **Dental and Health Insurance**

Infinity of Page Home Health Services, LLC offers dental and vision care benefits to its full-time employees after the successful completion of the 3-month probationary period.

## **Continuing Health Coverage (COBRA)**

*Employers with 20 or more employees are usually required to offer COBRA coverage and to notify their employees of the availability of such coverage. COBRA applies to plans maintained by private-sector employers and sponsored by most state and local governments.*

Choose one of the following options or insert your own.

Option #1:

Infinity of Page Home Health Services, LLC does not participate in COBRA at the present time.

Option #2:

Infinity of Page Home Health Services, LLC offers COBRA coverage to its eligible employees, in accordance with the U.S. *Consolidated Omnibus Budget Reconciliation Act (COBRA)*, which contains provisions that give certain former employees, retirees, spouses, former spouses, and dependent children the right to temporary continuation of health coverage at group rates. This coverage is only available when coverage is lost due to certain specific events. COBRA has specific eligibility criteria for plans, qualified beneficiaries, and qualifying events. Coverage is generally more expensive than health coverage for active employees.

If you and your beneficiaries are covered by the Agency's dental and health insurance plan, you may be eligible to continue your coverage if the reason you lost it was due to:

- ◆ fewer working hours;
- ◆ divorce or legal separation;
- ◆ your dependent child loses his/her "dependent" status;
- ◆ your entitlement to Medicare; and,
- ◆ termination of employment. (If you are terminated because of "Gross Misconduct", you may lose your eligibility to continue with these benefits.)

### **Individual Retirement Arrangement (IRA)**

An Individual Retirement Arrangement (IRA) is an investment account in which you can set aside income up to a specified amount each year and usually deduct the contributions from your taxable income, with the contributions and interest being tax-deferred until retirement. If you are interested in getting one set up, consult with the Agency Manager.

Infinity of Page Home Health Services, LLC does not offer an Individual Retirement Arrangement to its employees at this time.

### **Temporary Disability Insurance**

Select one of the following options or insert your own.

#### Option #1

Infinity of Page Home Health Services, LLC does not offer Temporary Disability Insurance to its employees at this time.

#### Option #2 (for Agencies located in California, New Jersey, Puerto Rico, Rhode Island, Hawaii and New York)

Infinity of Page Home Health Services, LLC does not offer Temporary Disability Insurance to its employees at this time. However, there are six states that do: California, New Jersey, Puerto Rico, Rhode Island, Hawaii and New York with additional states currently reviewing the program. TDI is designed to provide wage replacement for non-work-connected sickness or injury. The program complements the UI program by providing benefits to individuals who do not meet the UI's "able" to work requirement. You may be eligible to apply for *Temporary Disability Insurance*, dependent on, and in accordance with, the laws that govern your state. If you are interested, contact:

- ◆ California: State Employment Security Agency
- ◆ New Jersey: State Employment Security Agency
- ◆ Puerto Rico: State Employment Security Agency
- ◆ Rhode Island: State Employment Security Agency
- ◆ New York: Workers' Compensation Board
- ◆ Hawaii: Temporary Disability Income Division of Department of Labor & Industrial Relations

#### Option #3:

Infinity of Page Home Health Services, LLC offers Temporary Disability Insurance to its employees. Insert the details.

## **Paid Days Off**

Choose one of the following options or create another option(s) that reflect what your Agency offers.

Option #1: (If you choose this Option, move Vacation Time to section titled “”.)  
Infinity of Page Home Health Services, LLC does not offer Paid Vacations, at this time.

Option #2:

Eligibility for Paid vacation is determined, in part, by your Worker Classification, as defined in Infinity of Page Home Health Services, LLC’s *Policy #4.41- - Classification of Workers* and, in part, in accordance with *Policy #4.150 – Employee Benefits and Compensation*,

### Regular, Full Time Employees and Salaried Employees

If you are a Regular Full-time employee, as defined by *Policy #4.41 - Classification of Workers*, have worked at least one year and have successfully completed the Probationary Period, you are entitled to paid vacation as per the following years of employment:

- ◆ 1 - 4 years: one week ( 5 working days)
- ◆ 5 - 10 years: two weeks (10 working days)
- ◆ 11 years +: three weeks (15 working days)

## **Conditions for Paid Days Off**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #4.172 - Paid Leave*, you may take Paid Days Off (PDO) in half day segments but no PDO can be taken before it is accrued and approved. You may reserve up to one week of Paid Days Off to carry over to the next calendar year. If you terminate your employment with the Agency or the Agency terminates your employment, you are not eligible for accrued paid time for the month of termination. If you give written notice of termination, you must work up to and including the last date of the notice in order to be eligible for Paid Time Off. You must also have completed the 6-month Probationary Period. Should you be terminated as a result of Disciplinary Action, you lose all unused PDOs. Any unused, earned vacation time will be paid in a lump sum in your final paycheck.

# Employee Perks

## Referral Bonus

Infinity of Page Home Health Services, LLC offers an Employee Referral Bonus. You may be eligible for a bonus of \$100 for referring a client(s). To request this bonus, you must submit a signed statement from the client(s), which gives your name and which states that you referred the Agency to him/her. Once the client(s) has received service from the Agency for 3 months, you are eligible for 1/2 of the total bonus. When the same client(s) has received service from the Agency for 6 months, you are eligible for the remaining half of the bonus.

## Personal Leave of Absence

In accordance with Infinity of Page Home Health Services, LLC *Policy #4.173 – Unpaid Leave*, a personal Leave of Absence may be authorized to Full-time Employees for periods between 4 weeks and 10 weeks. All requests for leave will be considered on an individual basis and will be dependent, in part, on the affect your absence may have on Agency operations, performance, length of service and responsibility level. Conditions include, but are not limited to, the following:

- ◆ You must have had at least one year of continuous employment with the Agency.
- ◆ The Agency Manager must authorize the leave.
- ◆ The request must be submitted in writing, with proposed start and end dates specified.
- ◆ Requests for leave extension(s) must be made in writing and be submitted at least 5 working days before the end of your approved leave period.

During this leave, any available benefits, which you have, will not accrue. If you are participating in any Health Insurance, Plan, you are responsible for the total monthly health insurance premiums, during your absence, unless otherwise prohibited by law. The Agency will attempt to return you to the same or similar job that you held prior to your Leave of Absence but it cannot guarantee the availability of any assignments.

## Family and Medical Leave (FMLA)

Employers that employ 50 or more employees in 20 or more weeks in the current or proceeding calendar year, are subject to U.S. *Family and Medical Leave Act* (FMLA). regulations. To be eligible for FMLA benefits, you must:

- ◆ work for an employer that fits in the above described category (i.e. be a "covered employer");
- ◆ have worked for the employer for a total of 12 months;
- ◆ have worked at least 1,250 hours over the previous 12 months; and,
- ◆ work at a location in the U.S. or in any of its territories/possessions, 50+ employees are employed by the employer within 75 miles.

Infinity of Page Home Health Services, LLC adheres to *Family and Medical Leave Act* (FMLA) and provides eligible employees up to 12 weeks of Unpaid, job-protected leave each year for:

- ◆ the birth and care of a newborn child;
- ◆ placement with the employee of a child for adoption or foster care; or,
- ◆ the serious illness of the employee or of the employee's child, spouse, or parent, in accordance with the *Family and Medical Leave Act* (FMLA)

In many instances, paid leave may be substituted for Unpaid FMLA Leave.

If you want further information about your rights and responsibilities under the FMLA, contact your Supervisor or the Agency Manager.

### **Bereavement Leave**

Infinity of Page Home Health Services, LLC may grant 2 days of Bereavement Leave to Full-time Employees, who have completed their 6-month Probationary Period, should death occur to a member of their immediate families. Immediate family refers to the spouse, parents and/or children.

### **Jury Duty**

*While federal law does not, some state laws require employers to pay employees who are asked to serve jury duty. Check out what is relevant in your state. If you are required by the State to pay employees during Jury Duty, amend your policy and move the topic of Jury Duty to "Paid Leave".*

Select one of the following options and delete the other.

#### **Option #1**

Infinity of Page Home Health Services, LLC does not provide Paid Days Off for Jury Duty.

#### **Option #2**

In accordance with State law, Infinity of Page Home Health Services, LLC treats Jury Duty as Paid Leave. Add details of your state.

If you receive a summons for jury duty, you are to notify your Supervisor immediately in order that days away can be scheduled. You must also submit a copy of the affidavit from the Court Clerk and other related paperwork to your Supervisor or Agency Manager. After reporting for Jury Duty, if you are excused, you are required to contact your Supervisor for direction and/or possible re-assignment of duties.

### **Military Leave**

In accordance with Infinity of Page Home Health Services, LLC's *Policy # 4.173*, the Agency may grant Military Leave to you if you are absent from work because of service in the U.S. Armed Forces, Reserves, National Guard or other "uniformed services". State and Federal regulations including, the *Uniformed Services Employment and Reemployment Rights Act (USERRA)*, will be complied with.

Whenever possible, you are required to give written, Advance Notice of your intention to take Military Leave. The date that your absence will commence must be stated. While Military Leave is unpaid time off, you have the option of applying any unused time towards this leave. Continuation of Health Insurance Benefits is available, as required by USERRA, based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans, for which you are otherwise eligible. Benefit accruals will resume upon your return to active employment. The Agency will not permit any discriminating practices against you, because of your service in the Uniformed Services.

When your Military Service is finished, you may request re-employment with the Agency if your absence is less than 5 years, if you re-apply to the Agency, in writing, within the established time limits and if you were released from Military Service under honorable conditions. We will attempt to reinstate you to your old job; however, your physical and/or mental ability to perform the duties of your former position could impact your re-assignment.

If a new position is offered to you, we will provide similar status, seniority, benefits and pay. This position would be one that you could have attained, had you remained continuously employed or, it could be a comparable one, depending on the length of your Military Service, in accordance with USERRA. Here, again, your physical and/or mental ability to perform its duties could impact what position you acquire.

You will be treated as though you were continuously employed for determining benefits based on length of service. You can be absent for up to 5 years and still have re-employment rights. The 5 years is a cumulative total and includes both past and present military service.

## **Performance Standards**

Infinity of Page Home Health Services, LLC takes pride in selecting employees who will meet the Agency's high standards, as the Agency recognizes that it is only as good as its employees. You were selected because the Management Team has faith in your ability and willingness to meet and maintain its high-performance standards. Some of the Agency's performance standards are summarized in the following sub-headings; others can be found in the Agency's Policy & Procedure Manual.

### **Work Ethics and Standards of Conduct**

Standards of Conduct are formal guidelines for ethical behavior.



Work ethics are moral codes, which guide you in the proper conduction of your duties and obligations.

They deal with behavior that is right or wrong and involve applying judgment and making choices about what to do and what not to do. They reflect how you conduct yourself on the job site in respect to your appearance; what you say, how you behave, how you treat others and how you work with others.

In accordance with Infinity of Page Home Health Services, LLC's *Policy #4.130 - Standards of Conduct & Work Ethics*, you are expected to clearly understand these standards, their importance to the community and their relationship to the delivery of service. Information will be given to you during Orientation with refresher sessions being given on an as-needed and/or annual basis. You will be also required to read and sign the *Standards of Conduct*, as a condition of employment at the time of hiring.

During Performance Appraisals, you will be evaluated on how well you respect and work within these standards. Any complaints of violations of these standards will be investigated with all proceedings being documented, including notations in your Personnel File. Failure to adhere to the *Standards of Conduct* may result in Disciplinary Action up to and including Termination of Employment.

Some of the standards, which you are expected to follow, are outlined below. Additional ones are delineated in the *Standards of Conduct*, located in the *Forms Section* of the Agency's Policy & Procedure Manual.

The standards you are expected to uphold include:

- ◆ ensure that your actions do not have a negative impact on the Agency;
- ◆ only relay/distribute information that is accurate;
- ◆ avoid promising care/services, which the Agency doesn't provide;
- ◆ avoid borrowing money from clients/families or lending money to them;
- ◆ ensure your quality of work is of a high standard and expect only your best from yourself;
- ◆ keep all obligations and promises;
- ◆ be cooperative by displaying leadership skills and maintaining appropriate relationships with other employees;
- ◆ be considerate to clients, families, friends, colleagues and professionals;
- ◆ display loyalty, honesty, trustworthiness, dependability, reliability, initiative, self-responsibility and self-discipline;
- ◆ respect the rights of others;
- ◆ be a cooperative and participative team member;
- ◆ keep information confidential and not gossip about the affairs of others;
- ◆ be polite and courteous to clients, families, friends, colleagues and professionals;
- ◆ follow instructions and utilize all knowledge and skills;
- ◆ give your best effort at all times;

When you are providing service in clients' homes, you must never:

- ◆ discuss client names or with anybody, other than co-workers, who are in a need-to-know position;
- ◆ discuss Agency and/or office matters with anybody other than co-workers, who are in a need-to-know position;
- ◆ give them your home/cell phone numbers;
- ◆ give personal opinions;
- ◆ offer medical advice;
- ◆ smoke in their homes;
- ◆ use their telephone except in cases of emergency or to call the office;
- ◆ take anyone, including pets, into their homes;
- ◆ neglect safeguarding their valuables;
- ◆ use their vehicle or other property for personal reasons;
- ◆ consume alcohol or use medication/drugs except for a medical reason(s) in their homes;
- ◆ accept meals from them;
- ◆ take advantage of their hospitality;
- ◆ participate in physical confrontations;
- ◆ be idle while on the job;
- ◆ report for duty while under the influence of intoxicants; and/or,
- ◆ be involved in legal matters.

### **Punctuality & Attendance**

You are expected to attend work during your scheduled hours. You should arrive at your assignment before your scheduled start time. Not only are clients relying on you but also you and/or your co-workers may have other assignments booked. Just one person being late can throw off several schedules. Be sure to arrive in sufficient time to prepare yourself for duty (i.e. remove outer clothing, put on proper shoes, do any grooming touch-ups, ensure hair is neatly back from face, wash hands, etc.). It is also expected that you complete the entire shift, as scheduled. If you are going to be late, phone your Supervisor and provide the reasons for the delay. He/she will contact your client. Lateness due to emergencies or unexpected occurrences can happen but habitual tardiness will not be tolerated and may result in Disciplinary Action, up to and including Termination of Employment.

As your employer, Infinity of Page Home Health Services, LLC has a right and responsibility to know where you are during scheduled hours of work. All time off must be requested in advance and submitted in writing to your Supervisor with the exception of Sick Leave. If you are absent without leave or are late, appropriate deductions may be made from your pay. We view attendance as an important facet of your Job Performance Review. All unapproved absences will be noted in your personnel file. Excessive absences, including Sick Leave, may result in Disciplinary Action, up to and including termination.

## **Dress Code**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #4.180 - Dress Code*, you are expected to maintain a professional appearance. The following guidelines outline what the Agency considers to be acceptable and appropriate attire:

- ◆ If you work with clients, you are to wear Agency provided/approved uniforms or nursing scrubs.
- ◆ You must use good judgment when choosing appropriate attire to wear, when on duty.
- ◆ Attire, which is deemed to be inappropriate includes, but is not limited to, the following:
  - clothing in disrepair;
  - leggings/tights;
  - jogging suits;
  - clothing with inappropriate language;
  - shorts;
  - fishnet stockings;
  - tank tops;
  - revealing or tight clothing;
  - open-toed footwear; and,
  - artificial or long fingernails.
- ◆ Clothing shall be kept in good repair, be of an acceptable length and fit properly.
- ◆ Only clean and/or polished, closed toe shoes may be worn.
- ◆ You must be well groomed and have good personal hygiene and cleanliness.
- ◆ Fingernails are to be short, clean and neatly kept.
- ◆ Earrings and rings are limited and restricted to those that will not snag on equipment, injure a client/employee or impede your job performance.
- ◆ Long hair should be pulled back and secured, when on duty.
- ◆ Perfumes, scented body lotions and/or aftershave lotion should be avoided in respect of clients with sensitivities and/or allergies.

## **Identification Badge**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #4.181 - Employee Identification Badge*, you are required to wear the Identification Badge, which is provided to you by the Agency, whenever you are delivering services on behalf of the Agency. These badges display your name, your photo and the Agency's name. It must be clipped to the front of your clothing in a manner that makes it visible to onlookers. Identification Badges are issued once a year. If you lose yours, you will be charged a replacement fee. If it is lost or stolen, you must advise your Supervisor immediately. Upon Termination of Employment, you are required to return your Identification Badge to the Agency.

## **Phone Calls & Texting**

Telephone lines must remain open for business calls to service Agency clients. Therefore, you are not permitted to make or receive telephone calls or text messages while working in the Agency office. Neither are you permitted to make or accept telephone calls or texts while you are on duty at clients' homes, unless they are to/from Managerial Staff, Administration Staff, a Supervisor, Registered Nurse or an emergency/urgent situation develops. If you carry a cell phone with you, when you are on duty, be sure to either turn it off or put it on "vibrate" to ensure clients are not disturbed. Advise others to phone the Agency Office and leave a message, should they need to reach you, while you are on duty. The Agency Office will contact you with the message. Personal phone calls and/or texting may be done on your breaks or between assignments. Long distance calls may not be made using Agency phones, unless the call is business-related. Neither may Long distance calls be made using a client's phone.

## **Secondary Employment**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #4.210 - Secondary Employment*, you are not restricted from working elsewhere, at the same time you are working for us. However, Secondary Employment must not present a Conflict of Interest, interfere with your work at the Agency or put clients at risk.

We ask you to advise your Supervisor if you have another job(s) to enable contingency plans to be developed, should conflicts arise. If your other position(s) interferes with your duties at this Agency, you may be asked to reduce your other hours or resign from your other position(s).

## **Privately Servicing Agency Clients**

As specified in Infinity of Page Home Health Services, LLC's *Policy #4.230 - Termination of Employment*, you may not provide service privately to existing Agency clients. If you do so, your employment with the Agency may be terminated.

## **Drug, Alcohol & Illegal Substance Abuse**

In accordance with the Infinity of Page Home Health Services, LLC's *Policy #4.200 – Drugs & Alcohol*, there will be zero tolerance for employees who arrive for work while under the effects of drugs/alcohol; whose ability to perform their duties is even slightly affected because of drugs/alcohol; and/or, who consume drugs/alcohol while at work. If you arrive for work under the influence or, are in possession of, drugs/alcohol, you will be terminated immediately.

Supervisors or Managers, who suspect that your ability to perform your duties is affected because of drugs/alcohol, are required to immediately remove you from the job-site.

You must not ignore situations wherein drugs/alcohol are being sold in the workplace. If you see, or become aware of, such activity, you must contact the Supervisor immediately. If you violate this policy, you will be disciplined and terminated.

### **Gifts, Gratuities & Business Courtesies**

In accordance with Infinity of Page Home Health Services, LLC *Policy #3.170 - Acceptance of Gifts*, the Agency discourages you from accepting gifts, gratuities and business courtesies but will, in some cases, permit the occasional acceptance providing: it does not compromise your, or the Agency's integrity; it is not given in an attempt to influence conduct or decision making; and, a rejection of the gift will negatively affect the giver. In addition, gifts may not be made in cash, may not exceed \$20 in value and may not be given on a regular basis.

If you are given a gift or are offered a gift, you shall report it to your Supervisor, who will determine whether it can be accepted or whether it should be politely refused. Consideration is given on a case-by-case. All gifts are documented in an Agency log. Gifts to employees are not only noted in the Agency log but also are recorded in the recipient's Personnel File. You may not give gifts to clients or their families without first obtaining authorization from your Supervisor. There is a law that forbids gifts more than \$50 value to clients.

### **Solicitation & Distribution**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #4.141 - Solicitation and Distribution*, the Agency will consider, and may authorize, a limited number of fund drives by employees on behalf of charitable organizations or for employees' gifts. As such, you may be permitted to engage in solicitation or distribution of literature for any group or organization, including charitable organizations, providing the sale of merchandise is limited to Agency functions and activities; and, the solicitation/distribution does not interfere with the time you or the individual, who you are targeting, are supposed to be working.

You may not lobby for political candidates or causes, solicit or distribute material to clients or use the Agency's equipment, systems and lists to promote any outside business interests. Prior approval is required from the Agency Manager before any solicitation or distribution activities are undertaken. Since the Agency Bulletin Board and/or Newsletter is generally reserved for Agency postings and announcements, you must obtain authorization from the Agency Manager prior to attaching any of these materials to it

## **Federal Civil False Claims & Deficit Reduction Acts**

Infinity of Page Home Health Services, LLC complies with federal and state laws for preventing health care fraud, waste, and abuse. It is mandatory that you are familiar with these acts and know your responsibilities in adhering to them. You will be provided written/electronic

information about the Federal Civil False Claims & Deficit Reduction Acts at the time of hire. These Acts will also be reviewed in detail during your orientation and annually thereafter.

### **The Federal Civil False Claims Act**

The Federal Civil False Claims Act ((U.S.C. Title 31; Chapter37; Subchapter III;§ 3729) is a federal statute that prohibits any entity from knowingly:

- ◆ submitting, a false or fraudulent claim, record or statement to the government for payment or approval;
- ◆ making, using or has made a false record/statement material to a false or fraudulent claim;
- ◆ conspiring with another to defraud the government by getting a false or fraudulent claim allowed or paid;
- ◆ returning only a portion of the government money or property in its possession with the intent of defrauding the government;
- ◆ making or delivering a document, which certifies receipt of property without completely knowing if the information on the receipt is true;
- ◆ buying public property or accepting it as a pledge or obligation/debt from an officer or employee of the government or a member of the armed forces, who is not authorized to sell or pledge this property; and,
- ◆ using a false record or statement to avoid or decrease an obligation to pay or transmit money or property to the government.

Anyone who knowingly or intentionally submits a false claim to the federal government is liable for civil penalties of \$5,500 to \$11,000 per claim, plus three times the amount of damage caused by the false claim. As defined by the False Claims Act, the term “knowingly,” means an entity:

- ◆ has actual knowledge of the information;
- ◆ acts in deliberate ignorance of the truth or falseness of the information; or,
- ◆ acts in reckless disregard of the truth or falseness of the information.

No proof of specific intent to defraud is required.

### **Examples of Fiscal Abuse & Fraud Practices**

You are required to know what constitutes fiscal abuse and fraud. Examples include:

- ◆ billing for services that were not delivered;
- ◆ billing twice for the same service;
- ◆ billing for more expensive service than was provided;
- ◆ seeking reimbursement for services that:
  - are not medically necessary for a client’s condition; and/or,
  - fail to meet professionally recognized standards for health care;
- ◆ making false statements regarding claims for payment;
- ◆ not providing services that are required in the scope of the per diem;
- ◆ concealing an event affecting initial or continued payments by Medicaid/Medicare;
- ◆ misrepresenting Agency credentials;

- ◆ offering financial rewards, which are often unlawful, to individuals who:
  - utilize or promote Agency services; or,
  - send clients to utilize Agency services,
  - in accordance with the Kickbacks/Stark Statute;
- ◆ offering, paying, soliciting, or receiving remuneration to induce business reimbursed under the Medicare or Medicaid programs.
- ◆ accepting referrals of Medicare patients when the referring Physician has a financial relationship with the Agency, in accordance with the Kickbacks/Stark Statute as well as the False Claims Act;
- ◆ submitting false statements or certifications of compliance to receive payment by the government health program; and,
- ◆ falsifying cost reports and other documents to meet eligibility requirements for Medicare/Medicaid funds.

### **Deficit Reduction Act of 2005 – Section 6032**

The Deficit Reduction Act of 2005 - Section 6032 requires that any entity that receives Medicaid payments of at least \$5,000,000 annually, establish certain written policies for all its employees, managers, contractors and agents as a prerequisite to receiving Medicaid/Medicaid reimbursement.

In accordance with the Deficit Reduction Act of 2005 – Section 6032, Infinity of Page Home Health Services, LLC established *Policy # 1.141 - Compliancy with Deficit Reduction and False Claims Acts*, which provides detailed information on:

- ◆ the Federal False Claim Act;
- ◆ the administrative remedies for false claims and statements;
- ◆ state laws pertaining to civil or criminal penalties for false claims and statements; (*if your state has such laws, as not all states do*)
- ◆ whistleblower protections under these federal and state laws; and,
- ◆ preventing and detecting fraud, waste and abuse.

*NOTE:*

#### State False Claims Act

If your state has a State False Claims Act, insert information in your Policy #1.141 & summarize in this Handbook

#### State Medicaid False Claims Act

If your state has a Medicaid False Claims Act, insert information in Policy #1.141 & summarize in this Handbook.

## Reporting Suspected False Claims

Infinity of Page Home Health Services, LLC policy states that if you know of or suspect that false claims are being filed, you are required to report the information as soon as possible to:

- ◆ Agency Compliance Officer (CO).
- ◆ Agency Supervisor and/or Agency Manager, if you do not feel comfortable reporting to the CO.
- ◆ directly to an appropriate outside resource. E.g.:
  - Office of the Inspector General
    - Phone: 1-800-HHS-TIPS (1-800-447-8477) or
    - TTY 1-800-377-4950; Fax: 1-800-223-8164;
    - Email: [HHSTips@oig.hhs.gov](mailto:HHSTips@oig.hhs.gov)
    - Online: <https://forms.oig.hhs.gov/hotlineoperations>
- ◆ Your Medicaid State Agency  
(Here is a link on where to report Medicaid Abuse in your state. Insert the information here.) <https://www.cms.gov/Medicare-Medicaid-Coordination/Fraud-Prevention/FraudAbuseforConsumers/Downloads/smafraudcontacts-oct2014.pdf>
- ◆ Other State Resources (Add contact information for any other outside resources that your state may have such as:)
  - State Bureau of Investigations
  - Provider Fraud & Fiscal Abuse Hotline
  - State Office of the Inspector General

## “Qui-Tam” (Whistleblower) Protection

Whistleblowers are lay people including employees/former employees, contractors, or agents of healthcare entities, who report known and suspected submission(s) of false claims by a health care entity or service provider. The False Claims Act authorizes whistleblowers to sue companies and individuals that defraud the government. These suits are filed under seal in federal court and investigated by the Department of Justice. In return for their report, a whistleblower is rewarded by the government with a significant portion of any recovered funds.

As a Whistleblower, you have the following protections should you report fraud and abuse:

- ◆ No retaliation measures including threats, harassment, discrimination, suspension, demotion or termination of employment will be tolerated.
- ◆ If retaliation measures are taken against you such as discharge, demotion, suspension, threats, harassment, or other discriminatory actions, you will be reinstated with the same seniority status that you had, if not for the discrimination.
- ◆ If you are not reinstated you:
  - have the right to bring action for reinstatement in the appropriate federal district court of the United States; and;
  - may seek two times the amount of back pay plus interest and other enumerated costs, damages, and fees, including litigation costs and reasonable attorney’s fees.



## Measures for Detecting and Preventing Fraud, Waste, & Abuse

Infinity of Page Home Health Services, LLC has measures in place for detecting and preventing fraud, waste and abuse”. They are detailed in *Policy #1.141 - Compliance with Deficit Reduction and False Claims Acts*. Other Agency policies (in *Policies & Procedures Manual*) also address anti-fraud and anti-abuse measures, including: (Edit the following list to reflect what you have in your Agency.)

- ◆ Compliance Program
- ◆ Standards of Conduct
- ◆ Policies and Procedures
  - Compliance (Policy #1.140)
  - Standards of Conduct & Work Ethics (Policy #4.130)
  - Standards of Conduct Agreement (Form)
  - Conflict of Interest (Policy #4.140)
  - Billings & Receivables (Policy #6.50)
  - Continuous Quality Improvement (Policy #7.10)
  - Orientation (Policy #4.50.10)
  - Annual Training (Policy #4.50.50)
  - Performance Appraisals (Policy #4.80)
  - Employee Appraisals (Form)
- ◆ Training Program
- ◆ Performance Appraisals
- ◆ Employee Handbook
- ◆ Internal Audits
- ◆ Investigations
- ◆ Corrective Actions
- ◆ Record Maintenance
- ◆ Monitoring compliance with Section 6032 of the Deficit Reduction Act of 2005.
- ◆ Examples of Provider Fiscal Abuse and Fraud Practices

## General Policies and Guidelines

### Red Flag Compliance

Due to the increasing number of identity theft incidents, Infinity of Page Home Health Services, LLC has established an *Identity Theft Prevention Program* (ITPP), which instructs employees how to identify and respond to potential or actual identity theft occurrences, in compliance with the *Federal Trade Commission’s “Red Flag Rule”*. The Agency's *Policy #7.40 - Red Flag Rule* can be found in its *Policy & Procedure Manual*. It is your responsibility to thoroughly understand and apply the specifics of the program. The policy will be reviewed with you during

your Orientation and/or you may review it at any time during regular office hours. You are also encouraged to consult with your Supervisor, should you need clarification on its contents.

### **Vehicle Usage**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #4.190 – Privately Owned and Agency Vehicles*, employee-owned and Agency-owned vehicles must carry adequate vehicle insurance (full Comprehensive, Liability and Personal Injury Protection) and all employees, who operate vehicles for the conduction of Agency business, must have and maintain valid Drivers' Licenses.

Before you are authorized to operate a motor vehicle, as part of your duties, you must prove that your Driver's License is valid in the state; that it is current; and, that it meets State requirements for transporting clients (if transporting clients is one of your duties). If your Driver's License is suspended, revoked or restricted and, thus, may affect your job duties, you must advise your Supervisor immediately.

If you require medication that might impair your ability to drive, you must obtain written confirmation from your Physician, which states that you can safely operate a motor vehicle. You must never operate a vehicle while under the influence of alcohol and/or drugs. Should you receive a parking ticket, speeding ticket and/or other traffic violation; or, if you are arrested for driving-related offences, you assume total responsibility for any resulting fines. You are expected to respect traffic laws, ordinances and regulations; and, use reasonable and safe traffic practices. You are also expected to adhere to the stipulations stated in the vehicle operations policies. Any violation of these stipulations, may result in Disciplinary Action, up to and including Termination of Employment.

### **Agency Vehicle Usage**

Agency vehicles carry full insurance coverage. Before you receive authorization to drive an Agency vehicle, your Supervisor will ensure you have a current and appropriate Driver's License and that your Driving Record is clear of infractions. Once you receive authorization to drive an Agency vehicle, you must adhere to the conditions described under "Vehicle Usage" above. You must never permit an unauthorized person to drive an Agency vehicle, except in an emergency situation.

### **Personal Vehicle Usage for Client Service**

If you use your own automobiles in the delivery of services, other than for transporting clients, (e.g. shopping or running errands for clients), you must inform your insurance company that you will be using your vehicle for work/business purposes, to ensure their coverage is adequate to meet any claims. You need to provide your Supervisor with copies of your Driver's License

and insurance coverage, which will be kept in your Personnel File. Furthermore, copies of all renewals for expired Driver's Licenses and expired insurance coverage must be given to your Supervisor, as soon as the renewals become effective.

If you are involved in a Motor Vehicle Accident, in the course of your duties, you must report the accident and/or related injuries to the proper authorities, as regulated by law; and, to the Agency office as soon as possible. A written report of the incident must be given to your Supervisor within 24 hours.

You must report any citations or charges against their Driving Record to the Supervisor.

### **Transportation Waiver**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #3.130 - Transporting Clients in Private Vehicles* and *Policy #4.190 – Employee Owned and Agency Vehicles*, clients/clients' representatives are required to read, accept and sign the Agency's *Transportation Liability Waiver* before any transportation services will be provided to them. This waiver absolves you and the Agency from all claims, which may arise out of the operation of Motor Vehicles, in which a client is riding.

### **Client Health Insurance Within Transporting Vehicle**

When you transport clients, you must ensure that a copy of their Health Insurance information is in the transporting vehicle, in case of an emergency.

### **Transporting Clients in Employee Vehicles**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #3.130 - Transporting Clients in Private Vehicles*, if you are going to transport clients in your privately-owned vehicle, you must adhere to the stipulations outlined in this Policy, including the requirements for adequate insurance and a valid Driver's License. You must undergo a Driving Record Check and demonstrate that you have had a clean Driving Record for the last three years. Transporting clients, in private vehicles, is done at your own risk.

### **Transporting Clients in Private Vehicles Provided by Clients**

If you are asked to drive a client's vehicle or another vehicle, which has been attained or provided by the client, you must ask to see proof of valid vehicle insurance before you drive the vehicle. In addition, you must inquire about, and/or observe the vehicle to ensure its safety

equipment is in good operating condition. If the vehicle is not in good working condition, you must refuse to drive it.

### **Compensation for Private Vehicle Usage**

In-home Care Workers are not paid mileage to their first job of the day or home from their last job of the day, unless exceptional circumstances are involved. Exceptional circumstances will be determined on a case-by-case basis. Home Care Workers will be paid mileage between clients and for any mileage incurred as a result of running errands for clients and/or for transporting clients. A set amount per mile will be established at the time of hire and will be recorded in the Employer-Employee Agreement. The Agency reserves the right to re-evaluate it at any time.

The Agency reimburses its Nursing and Administrative staff for mileage they incur on their private vehicles during the conduction of Agency business with the exception of mileage for driving to the Office at the beginning of their working day and home at the end of their working day.

To claim mileage expenses, you must complete and submit the Agency's Vehicle Mileage form. These Mileage Sheets shall be verified and signed by clients(s) on whose behalf you have used your vehicle to provide service.

The Agency does not cover, or contribute towards, the costs of vehicle insurance for private/personal vehicles.

### **Media Inquiries**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #4.290 – Media Inquiries*, should you receive an inquiry from any member of the media, regardless of the type. i.e. TV, radio, newspaper or Social Media such as Facebook, Twitter and You Tube etc., you should refer the inquiry to the Agency Manager, regardless of how trivial the question appears to be. At no time, are you permitted to speak to the media on behalf of the Agency. This is to ensure there is a single point of contact for all media inquiries.

If you provide input through *Editorials, Letters to the Editor* and/or *Social Media*, you must make it clear that your comments are strictly personal and do not represent the opinions of Infinity of Page Home Health Services, LLC. Furthermore, any correspondence that reflects you, personally, may not be provided on Agency Letterhead.

### **Breast-feeding**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #4.300 – Breast-Feeding* will attempt to accommodate any milk-expression needs of breast-feeding employees

for a minimum of one year following the birth of the baby, providing undue hardship is not caused to the Agency, its staff and/or its clients.

Wherever possible, provisions will be made for adequate space, storage and privacy to support milk expression activities. While we will work with breast-feeding employees to establish mutually agreeable schedules to express milk, we encourage the use of break times as the first option. Should insufficient break time exist, employees may utilize their accumulated Annual Leave, Over-time or other leave for this purpose. Employees, who want to express milk during their working hours, should discuss their wishes, as soon as possible, with their Supervisor, in order that the details can be worked out.

### **Employee Personal Property**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #4.320 – Employee Personal Property*, you are requested not to bring unnecessary or inappropriate personal property to work. While the Agency recognizes that employees may need to bring certain personal items to work, personal property that is not related to your job performance may disrupt work or pose a safety risk to others. Furthermore, the Agency recommends that you don't carry unnecessary amounts of cash or other valuables to the job-site.

Infinity of Page Home Health Services, LLC will not be responsible for the loss, damage, or theft of personal property located on its work-sites or which accompanies, is worn, or otherwise used by you, during the course of your work. If you choose to bring personal property with you to the job site, you do so at your own discretion and at your own risk.

### **Agency Property**

You are expected to follow the guidelines provided in Infinity of Page Home Health Services, LLC's *Policy #4.310 – Agency Property* regarding your usage of Agency tangible and intangible properties.

Tangible property consists of items such as equipment, computers, desks, telephones, vehicles, personal care supplies, office supplies, etc.

Intangible property consists of things such as domain names, confidential information, business methods and processes, computer software, computer operating systems, written materials (including paper or electronic form), etc.

The Agency will provide you with the necessary assets and equipment to perform your duties including office equipment such as photocopier, fax machine, computer/notebook and other electronic hardware such as cell phones and iPods, software, hardcopy/electronic record keeping supplies, office supplies and items for personal care services such as blood pressure monitoring tools, transfer belts, incontinence supplies, personal protection items, etc.

You are expected to be prudent and efficient in your usage of Agency equipment, products and supplies. Agency property shall not be used for personal purposes or be removed from the Agency or from clients' homes without prior approval from the Supervisor. Agency property is subject to inspection, monitoring, and searching by the Agency, at any time, with or without notice to you. Upon termination of employment, you must return any Agency property that has been assigned to you or that you happen to have in your possession.

### **Automation Systems**

You are expected to follow the guidelines provided in Infinity of Page Home Health Services, LLC's *Policy #4.310.10 – Automation Systems*, in regards to Agency automation systems, including fax machines, and computers. These systems are, generally, for Agency business and authorized purposes only. Computer operations include hard drive/software activities and Internet actions, which include search engines, email and social media. They must not be used to harm others or to violate laws and regulations. Use of Agency resources for illegal activity can lead to disciplinary action, up to and including dismissal and criminal prosecution.

Agency properties are to be protected from loss, damage, theft, vandalism, sabotage, unauthorized use, copying, disclosure or disposal. You must not install any other programs to an Agency computer without the written permission of your Supervisor. You may not copy software programs that are installed on Agency computers for any reason, unless you have been given written permission to do so by the Supervisor.

### **Personal Usage of Automation Systems**

Automated Systems are generally prohibited for personal use. However, consideration may be given on a case-by-case basis, providing the usage is appropriate; your ability to perform your duties is not hampered; your productivity is not diminished; and, such usage will not cause a negative impact or expense to the Agency. Usage, related to pornography and racially derogatory, discriminating, threatening or abusive communication, is prohibited.

If you want to use the Automated Systems for personal reasons, prior approval is required from a Supervisor. You must use your break time to attend to personal matters. Abuse of the email or Internet systems, through excessive personal use or use in violation of the law, may result in disciplinary action, up to and including termination.

As an employee of Infinity of Page Home Health Services, LLC, you do not have any expectation of privacy at work or when using Agency property. The Agency reserves the right to monitor, review and/or disclose email messages and Internet content on any, and all, computer equipment used to create, view or access E-mail and Internet content.

Agency Policies and Procedures also apply to the usage of Automated Systems, including P&Ps that address confidentiality, distribution of Agency information, standards of conduct, misuse of company resources, anti-harassment, anti-discrimination, ethical behavior, data security and so on. The Agency uses licensed commercial software programs. Copies of such software, for

personal use, must not be created, used or distributed. You are liable for any and all damages incurred, as a result of any violations of the Agency's security policies, copyrights, and licensing agreements.

## **Social Media**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #4.310.20- Social Media*, Social Media is only to be used for authorized Agency business, unless you have been given special approval to use it for personal reasons, as stipulated under "*Personal Usage of Agency Automated Systems*".

Be aware that, when using the Social Media, you can be held legally liable for anything you put online and that your input could have an effect on the Agency's image. Use your best judgment in posting material that could be harmful or inappropriate to the Agency, its employees or its clients.

Be sure to obtain authorization to use a Third Party's copyrights, copyrighted material, trademarks, service marks or other intellectual property. Agency information, which is considered to be confidential, must not be disclosed. Don't discuss or engage in behavior that is prohibited by Agency policies, sexual activity, sexual harassment and so on. Likewise, don't place anything that can be interpreted as pornographic, harassing, defamatory, proprietary or libelous and don't provide images of any individuals, without first obtaining permission.

Agency and Personal Accounts (if authorized) should be kept separate.

## **Securing Electronic Devices and Confidential Data**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #7.50 - Securing Electronic Devices and Confidential Data*, it is essential that electronic devices and confidential data be secured against theft, loss, and inadvertent sharing.

This is especially important if your duties require you to use computers, laptops, smart phones, tablets, portable hard-drives, flash drives, and the like. Be sure to apply all encryption and/or protection tools that the Agency has put in place and adhere to information security policies, as you are responsible for the security of your work station and all electronic devices assigned for your usage.

All electronic devices and data must be protected against damage, destruction, modification or unauthorized access. Passwords are to be used on all electronic devices and never shared with anyone. You must be familiar virus protection programs and their expiration dates.

Agency information must not be duplicated, unless you have been instructed to back-up data for operational purposes. Prior authorization must be obtained before taking devices and data from the Agency Office, unless you are given "blanket" permission to do so, for the conduction of your position duties.

## **Purchases and Expenditures**

You are not permitted to make any purchases or incur any expenses in the name of Infinity of Page Home Health Services, LLC, unless these functions are part of your regular duties or unless you have been given written authorization to make such purchases.

## **Health and Safety**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #5.09 - General Health and Safety*, the Agency strives to ensure that work environments are as safe and healthy, as Agency authority limits can influence.

While it has control over its own property, the Agency is restricted when service is delivered in clients' homes or out in the community. Nevertheless, the Agency will do its best to provide safe environments, where possible, and educate clients/others about safety issues, as outlined in its health and safety policies.

The Agency will not deliver any service likely to cause an accident or generate an exposure that may result in personal injury or damage equipment in the process. You are expected to protect your own health and safety by working in compliance with the law, by applying safe work practices and by adhering to Agency procedures. It is in the best interest of all parties involved that everyone applies health and safety measures in all activities.

You will receive adequate training in your work tasks to protect your health and safety. In addition, the Agency will provide you with information about workplace safety and health issues through ongoing, internal communication including Bulletin Board and/or Newsletters, memos/other forms of written communication, staff meetings and training sessions.

You are expected to obey safety rules and exercise caution and common sense in all work activities. You must immediately report any unsafe conditions to your Supervisor. Should you violate safety standards, cause hazardous or dangerous situations, fail to report safety issues or remedy such situations, where appropriate, you may be subject to Disciplinary Action including Termination of Employment.

### **Safety in the Home Environment**

In accordance with Infinity of Page Home Health Services, LLC's *Policy# 5.20 - Home Environment Safety*, the Agency is committed to ensuring the safety of its clients/families/employees, in the home environment. In keeping with that policy, at the initial assessment, the Supervisor or Registered Nurse will complete a "*Home Safety Checklist*" for



all new clients and will review any safety factors with them. By doing so, the Supervisor is not only protecting clients but also is ensuring the environment that you are going to be working in is as safe as possible.

You still have responsibilities for home safety, as well. You are expected to continually assess the family's compliance to home safety measures and, if necessary, provide more instruction. Each time you enter a client's home you need to be alert for new hazards and take actions, as outlined in the policy, should any be detected. You are responsible for taking reasonable care for your and others health and safety. Equipment, including personal protective equipment, should be used correctly and when required. If you think there is a health and safety problem in your workplace, you should first discuss it with your Supervisor. If a problem appears to persist and there is a risk of injury and you still have doubts or questions you should contact the Agency Manager.

### **Emergency Preparedness**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #5.40 – Emergency Preparedness*, you should always be ready for emergencies and the unexpected. Whenever you are assigned a new client, ensure that information about the client is written out and posted near a phone and/or on a Bulletin Board and/or Newsletter or refrigerator: telephone number, address, directions to the home and the nearest intersection. If a life-threatening emergency arises, Call 9-1-1 and give the specifics to the Operator.

Be prepared for non-life-threatening emergency situations by ensuring that telephone numbers are recorded and posted for the following: hospital, doctor, poison control, police, ambulance, protective services, family, neighbors and Case Manager.

If the client does not have a home evacuation plan, help him/her to create one taking into consideration the physicality of the home and any limitations the residents may have. Practice routines for fire eruptions and using exit routes. Ensure that a temporary relocation site(s) is determined and that all residents and workers are aware of its location.

Encourage and assist your clients to create an Emergency Kit, which contains survival basics, first aid supplies, medications, and other provisions, as outlined in the Policy. Residents and workers should know where the Emergency Kit is kept.

### **Violence**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #5.30 – Violence and Threats of Violence*, the Agency is committed to ensuring safety in the workplace through the implementation and maintenance of a harmonized plan to handle all violence and threats of violence with composure, effectiveness and speed.

Wherever possible, every effort will be made to prevent and minimize violence. If you have not previously received instruction on how to deal with violence, you will be trained to do so.

All reports of violence will be kept confidential, as much as possible; be investigated promptly; and, be documented.

As an employee, you must adhere to all aspects of this Policy. You are responsible for calling the emergency number if you believe there is an immediate danger to someone's safety. Try to avoid physical and/or verbal confrontations with potentially, violent individuals. You must report all violence or threats of violence, which you observe, or are involved in, to your Supervisor immediately. Your cooperation is also required in any investigations of such violence. At no time shall you imply or express threats of any kind to an individual's safety. Should your behavior be found to be violent and/or cause threat to others during the performance of your duties, appropriate Disciplinary Action(s) will be taken, up to and including termination.

### **Environmental Disasters and Emergencies**

Infinity of Page Home Health Services, LLC has several policies & procedures, which cover environmental disasters and emergencies. (*Fire-#5.40.10; Earthquake-#5.40.20; Hurricane-#5.40.30; Tornado-# 5.40.40; Tsunami-#5.40.41; Power Outages-#5.40.50 & Chemical Spills - #5.40.60*). You will be given training in them, as you need to know what to do in each situation.

To reduce risk, prevent injury and promote safety in the home and/or office, when an emergency/disaster arises, you need to identify and respond to the situation quickly and take immediate actions for the protection of clients, families and others. Actions you can take vary depending on the type of environmental disaster that is occurring.

There are some preliminary, basic actions you can take, regardless of the type of emergency that may arise. You can ensure that clients/families know what needs to be done in each disaster. Everyone should know where to meet and who to call in case they are separated. Determine, in advance and at the time of the emergency, who may need assistance. If there is time when you are evacuating, tell others where you are going. If you are able to communicate, use whatever you have at your disposal i.e. phone; email, or radio/ television broadcasts.

### **Inclement Weather and Hazardous Community Conditions**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #3.100 - Weather Related Emergencies*, the Agency makes every effort to deliver client services during inclement weather conditions without putting the health and safety of its staff and/or clients at risk. Local weather reports shall be utilized to make decisions on road conditions. It is your responsibility to contact your Supervisor to discuss options for safe transportation and/or to determine if service needs to be re-scheduled.

Should weather conditions be severe, the Agency may find it necessary to cancel your work assignment(s). If this happens and you are an hourly paid employee, you may use accrued vacation, discretionary holidays or time off without pay to cover the absence; or, with prior

approval from your Supervisor, you may be permitted to make up missed work time within 3 months of the severe weather day(s), providing assignments are available. You may only utilize sick leave in these situations if you happen to be on approved sick leave the day before the weather-related emergency policy is activated.

### **Food Safety**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #5.120 – Food Safety* you are required to take a “*Food Safety*” course preferably prior to employment or as soon after employment commences, as possible. Furthermore, when working in clients' homes, you are also required to comply with the standards established through *Universal Precautions* and the *US Food and Drug Administration's* guidelines for handling, cooking, and chilling food. Your practices and techniques for food safety will be monitored regularly and policies and procedures will be modified as required. Refreshers on Food Safety will be provided to you both annually and on an “as-needed” basis.

### **Health Issues**

For your protection, if you develop any health issues or become pregnant, you should advise your Supervisor. A doctor's note is required, as soon as possible, which specifies whether you are able to perform your regular duties as described in your Job Description. A *Leave of Absence* may be granted on a case-by-case basis.

### **Medical Attention**

If you are injured or become ill while on the job and medical attention is indicated, your Doctor must be contacted immediately. Should it be necessary for you to either visit your Doctor or go to the hospital, a family member or the ambulance should transport you.

Because of possible liabilities, employees of Infinity of Page Home Health Services, LLC are not permitted to transport you. If an emergency arises, which requires Emergency Medical Services (EMS) to evaluate your injury or illness on-site, you will be responsible for any transportation charges. A physician's “Return to Work” notice may be required. This requirement will be made on a case-by-case basis.

### **Workers' Compensation**

On-the-Job injuries are covered by *Workers' Compensation Insurance*. If you are injured while working, report the injury to your Supervisor, immediately, regardless of how minor your injury appears to be. Your Supervisor will provide instruction and give you the proper forms. If you are not able to contact your Supervisor, designate another individual to do so on your behalf, if you are able. If you are deemed eligible for *Workers' Compensation*, you may receive medical expenses and a portion of your lost wages. Any medical bills you incur, because of the injury,

should be submitted, unpaid, to your Supervisor. Medical clearance is required before you will be permitted to return to work.

## **Reporting Incidents**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #5.180 – Incident Reporting*, the Agency requires that all incidents, which result in personal injury or illness and/or property damage, be properly reported and investigated. This is to ensure that incidents are reported in a timely manner, that all are thoroughly identified and that appropriate corrective actions are taken.

If there is an incident in the client's home, in the Agency Office or out in the community while you are performing services for/with a client, you must initiate an "*Incident Report*", if you were involved in/were a witness to the incident. If more than one employee witnesses or is involved in, the incident, everyone is required to complete his/her own *Incident Reports* as soon as possible, but no later than the end of the regular work shift. If you are involved in the incident, you are required to provide an explanation and a rationale to the Supervisor, as to why the incident occurred.

## **Client Abuse**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #3.160 - Client Abuse*, the Agency does not tolerate any hint or form of client abuse by anyone and thus will document, investigate and/or report all suspected cases. Abuse includes several types of mistreatment, including physical emotional financial, neglect, abandonment and self-neglect. If you suspect abuse, you must report it to the Supervisor. Try to get the client's written consent to report the alleged abuse. If he/she is not willing to cooperate, you should still report it to

- ◆ In cases of immediate danger, you must call:
  - 911; or,
  - the local police emergency number; or,
  - the local hospital emergency room.
  
- ◆ If the client is not in immediate danger you must report it to the Agency Supervisor, who will ensure the client abuse authorities in the local area and/or the *Department of Aging* are notified.

If you are suspected of client abuse, you will immediately be removed from the client's vicinity. An investigation will be launched, and, depending on the circumstances, local law enforcement may be contacted. Should you be found guilty of abuse, your employment with the Agency will be terminated.

## Reporting Child Abuse

In accordance with Infinity of Page Home Health Services, LLC's *Policy #4.22.10 – Reporting Child Abuse*, if you suspect child abuse/neglect, during the performance of your duties, you are required to report it as follows:

- ◆ If a child is in immediate danger, dial “9-1-1.
- ◆ If the child is not in immediate danger, you shall immediately make a direct report by:
  - phoning the *Childhelp National Child Abuse Hotline* @ 1-800-4-A-CHILD (1-800-422-4453). This hotline is available “24-7” to U.S. & Canadian Territories; or,
  - phoning the State toll-free number for reporting child abuse/neglect @ (Insert the number for your state here. You can find it at: [https://www.childwelfare.gov/organizations/?CWIGFunctionsaction=rols:main.dspROL&rolType=custom&rs\\_id=5](https://www.childwelfare.gov/organizations/?CWIGFunctionsaction=rols:main.dspROL&rolType=custom&rs_id=5))

Disciplinary action, up to and including termination of employment will be taken if you do not:

- ◆ report suspected child abuse and/neglect;
- ◆ cooperate with the investigating agency and/or police; and/or,
- ◆ adhere to the conditions of *Policy #4.22.10 – Reporting Child Abuse*.

## Death at Home

Infinity of Page Home Health Services, LLC's *Policy #3.12 - Death at Home* provides guidelines on what to do if a client dies at home, when you are in attendance. Basically:

- ◆ If there is no *Do Not Resuscitate Order* (DNR Order), call 9-1-1 and start CPR.
- ◆ If there is a DNR Order, call 9-1-1. Then obtain or direct another individual to get the DNR Order so it is “in-hand” when *Emergency Medical Services* (EMS) arrive.
- ◆ If the death is unexpected, call 9-1-1:
  - If the deceased's DNR wishes are unknown, begin CPR immediately and continue until instructed to stop by EMS.
  - If the deceased has a DNR Order and the documents are on the premises, either direct somebody to retrieve the documents or get them yourself to have on hand for EMS.
- ◆ If Hospice is involved but the Hospice Worker is not in the home at the time of death, contact Hospice. EMS is not usually contacted when Hospice is involved.

You should provide information, as required, to EMS, Hospice, and/or local law enforcement. Assist the family, as requested with follow-up measures such as notifying others, contacting the funeral home and obtaining religious support. If the client has an infectious disease, the Funeral Director should be advised. If you are the last Infinity of Page Home Health Services, LLC employee on duty in a client's home, when death occurs, you are responsible for returning the client's record/chart to the Agency office.

## **Infection Control**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #5.50 - Infection Control*, the Agency requires that infection control measures be taken, when providing service to clients to minimize the risk of infections to employees, clients and the community-at-large. You will be given training on infection control including Personal Protective Equipment and proper hand-washing techniques, in accordance with these Agency policies. You will be required to demonstrate your ability to utilize infection control measures before you assume care responsibilities for clients with infectious diseases.

If you notice that another employee/individual is not following infection control policies and procedures, you must advise your Supervisor.

### **Infectious/Communicable Diseases in the Community**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #5.130 – Infectious/Communicable Diseases in the Community*, the Agency is committed to protecting your and others health and safety by educating you about infectious/communicable diseases and by establishing guidelines and procedures, which are in accordance with federal, state and local law authorities. You are responsible for reporting any suspected infectious/communicable diseases to you Supervisor and for knowing and following all infection control policies and procedures. Additional and/or refresher training may be required.

### **Employees with Infectious/Communicable Diseases**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #5.140 – Employees with Infectious/ Communicable Diseases*, should you acquire an infectious/communicable disease, you must follow strict procedures to minimize, as much as possible, susceptible persons being exposed to you. You will receive training on some of the more common communicable diseases to familiarize you with what actions are required; when you will not be permitted to provide direct client care: when working restrictions will be imposed; when a physician's input is needed; as well as other stipulations.

If you acquire an infectious/communicable disease, consult with your Physician for advice and advise your Supervisor as soon as possible. Follow your Physician's orders; obtain the recommended immunizations; maintain strict personal hygiene; follow procedures for infection control; and obtain a doctor's certificate stating when you are no longer contagious.

Your Supervisor will determine and follow any *Center for Disease Control & Prevention* (CDC) requirements to report the infectious/communicable disease to the local Health Authority(ies). He/she will also ensure your privacy is protected.

## **Clients with Infectious/Communicable Diseases**

In accordance with Infinity of Page Home Health Services, LLC's *Policy §5.150 – Clients with Infectious/ Communicable Diseases*, if you become aware that one of your clients has acquired an infectious/communicable disease or is suspected of coming into contact with an infectious/communicable disease, you are required to report it to your Supervisor immediately. You must ensure that infection control measures are practiced; and, you may be asked to demonstrate your ability to apply them. You must closely follow any special instructions. You may be advised to be immunized and you will be required to maintain strict, personal hygiene. Any, and all, recommended training must be taken.

Infected clients are not to be discriminated against and their conditions must be kept confidential.

## **Blood-borne Diseases**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #5.60. – Blood-borne Diseases*, the Agency attempts to minimize the chances of blood-borne diseases being transmitted to others by practicing *Universal Precautions* and other infection control measures when providing direct care to clients. Your responsibilities include:

- ◆ utilizing *Universal Precautions* in the performance of your duties;
- ◆ following the Agency's policies specific to personal protective equipment, blood-borne diseases;
- ◆ knowing your individual status regarding blood-borne diseases;
- ◆ understanding the Agency's policy on *Immunizations*;
- ◆ treating all body fluids and materials as if they are infectious;
- ◆ making every effort to protect yourself from splashes, sprays and other means that could expose you to these diseases;
- ◆ adhering to work restrictions based on infection control concerns;
- ◆ reporting health symptoms and/or exposure to any blood-borne or infectious disease;
- ◆ ensuring food and beverages are not kept in areas where blood and other potentially infectious materials are present such as cabinets, refrigerators, countertops or benches; and,
- ◆ not handling blood or other potentially infectious substances, if you have skin sores, which are actively seeping.

## **Exposure Plan for Blood-borne Diseases**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #5.60.10 – Exposure Control Plan for Blood Borne Diseases*, if you are exposed to a blood borne pathogen you must follow the procedures outlined in this policy. In summary, be sure to wash any cuts and skin with soap and water; rinse your nose and mouth; flush your eyes with clean water, if you were not wearing goggles and remove any contaminated clothing. Report the incident to your Supervisor immediately, as medical follow-up may be required. You must complete *A Post*

*Exposure Incident Report for Blood-borne Diseases* anytime you are exposed to a blood-borne pathogen.

## **Personal Protective Equipment (PPE)**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #5.70.10 - Personal Protective Equipment*, the Agency requires that its employees, who are at risk for exposure to blood and other potentially infectious materials, wear Personal Protective Equipment (PPE), in accordance with *Occupational Safety and Health Administration (OSHA)* standards. You are responsible for wearing PPE to prevent infections in yourself and other individuals.

Protective wear includes gloves, masks, eye protection, plastic aprons, shields, resuscitation bags and the like. The Agency has a number of policies on gloves, gowns, aprons, masks and goggles which detail how the protective equipment is to be utilized. In addition, you will be educated and trained on PPE usage including when PPE is to be used; what type of PPE is indicated; how to properly put on, take off, adjust, and wear PPE; what the limitations of PPE are; and, the proper care, maintenance and disposal of PPE.

You will be required to demonstrate your knowledge and ability to use PPE appropriately, before being permitted to conduct job duties, which require the use of PPE. You are not required to wear PPE when conducting routine client care providing you only conduct activities, which involve touching the client's skin such as assisting a client to walk. You will be provided with PPE either before you get to a client's home or when you arrive there.

## **Sharp Objects**

In accordance with Infinity of Page Home Health Services, LLC's *Policy #5.70.60 - Sharp Objects*, you are required to know how to handle sharp objects. Some clients may be receiving care that involves the use of sharp objects, such as syringes, IVs, etc. Unless you are a Registered Nurse, or are otherwise qualified to administer/handle injections and IV needles, you must not administer or care for them. However, since you are in the home, you may come into contact with sharp objects and thus should know how to manage them. Syringes should be picked up by their barrels and discarded immediately into a puncture-resistant container. Caution must be taken in situations where sharp objects may be hidden somewhere such as in the laundry or garbage. Used, sharp objects should be handled with care to prevent accidental cuts or punctures. Contaminated, broken glassware or dropped sharp objects should be picked up by mechanical means such as with a broom and dustpan, tongs or forceps. Hands should never be inserted into a container that contains sharp objects. All containers, with sharp objects, should be kept out of reach of children and pets. Whenever hazards, involving sharp objects, are noted, you should report the danger to the Supervisor who shall ensure the hazard is eliminated.

If you receive a penetration injury from a sharp object that has been used on/in a client, you should immediately wash your wound with soap and water and encourage it to bleed. You must report the injury to your Supervisor. A *"Post Exposure Incident Report for Blood-borne*



*Diseases*” must be completed if your eye(s), mouth, other mucous membrane or non-intact skin has come in contact with a sharp object.

## **Financial & Legal Issues**

### **Managing Client’s Finances/Property**

Infinity of Page Home Health Services, LLC has established criteria and procedures for handling and recording clients’ financial transactions and for managing clients’ property. Details are specified in *Policy #3.140 – Managing Client’s Finances & Property*. Basically, you may only handle clients’ finances/property when these activities have been specified in the client’s *Service Plan*. Financial transactions that you may conducted on behalf of clients are:

- ◆ assisting with household budgeting;
- ◆ payment of bills;
- ◆ collection of pensions or other cash benefits; and,
- ◆ purchasing household goods.

You may not have access to clients’ bank accounts, credit cards or other financial information and may never know their account numbers or PI N numbers. Wherever possible, clients should be allowed/encouraged to handle their own finances/property. If they are not able, then a relative, friend or responsible person should be appointed to do so, preferably by the client. Only when there are no other alternatives, and all other options have been reviewed, will the Agency consider handling finances/property for clients.

If you are assigned to handle clients’ finances/property, you must be diligent. Failure to act responsibly may result in disciplinary action and/or notification of law authorities.

### **Assuming Legal Responsibility for Clients**

*In accordance with its Policy 3.141 – Assuming Legal Responsibility for Clients*, (Infinity of Page Home Health Services, LLC) prohibits you from:

- ◆ becoming an appointee or having any legal involvement with the client, client’s representative, family or other responsible person;
- ◆ becoming a guardian of the client, client’s family or their property;
- ◆ assisting a client or client’s family to make out his/her will and/or witnessing the signature of the will;
- ◆ becoming beneficiaries of a client’s or family member’s will; and,
- ◆ witnessing a client’s or family member signing an Advance Directive.

If you suspect that you are a beneficiary or executors of a client’s will or are designated as being an appointee or guardian on any other document, you must report your suspicions to the

Supervisor or Agency Manager immediately. Failure to comply with this policy may result in you being subject to discipline, termination and/or referral to law enforcement.

### **Exploitation of Client’s Finances /Property**

In accordance with Infinity of Page Home Health Services, LLC’s *Policy #3.150 – Exploitation of Client’s Finances & Property*, any allegations of financial/property misuse are taken seriously. If this Agency has reason to believe that your client(s) have been the victim of financial/property abuse, you will immediately be removed from direct contact with all clients, pending an investigation. Should you be found guilty, you will be terminated immediately and local law enforcement will be notified.

### **Handbook Revisions**

Infinity of Page Home Health Services, LLC reserves the right to revise this handbook, as it deems necessary. When revisions are made, you will be advised of the changes and given copies or information on where you can get copies of the change details. Often times revisions will be update via email on your personnel email.

### **Acknowledgment of Handbook**

I have been oriented to Infinity of Page Home Health Services, LLC’s *Employee Handbook*. I understand the Agency’s policies and procedures and hereby agree to abide by them. I also understand that all jobs are “Per Diem” positions and, being such, are not permanent.

\_\_\_\_\_  
Employee’ Name (Print)

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Date

Witnessed by:

\_\_\_\_\_  
Agency Representative

\_\_\_\_\_  
Date

(A copy of this signed acknowledgment will be placed in the employee's Personnel File.)