

## **I. ABOUT THE COMPANY**

All HomeCaring & At Home With Care is proud to welcome you as a member of our team. We prepared this Employee Handbook as a guide to help you “get acquainted” with the All HomeCaring & At Home With Care (“the company”). It will help you to understand the Company’s way of doing business.

In this Handbook, you will find information about your opportunities, benefits, and responsibilities. We hope it will help you feel comfortable with us. We depend on you - your success is our success. The policies and guidelines as presented here are not designed to restrict you as an individual, but rather to provide the basis for the **TEAMWORK** that is necessary whenever a group of people work together.

Please read this Handbook carefully and keep it handy for future reference. Some of the information is of a general nature and some of it is the Company’s policy. You can obtain detailed information about the subjects covered and their application to your particular situation from your supervisor and/or from the Administrator. Feel free to ask any questions that come up at any time.

The Company is dedicated to providing our customers the best quality product, service and pricing while providing you with competitive wages, a comprehensive benefits package and a pleasant place to work.

Always put safety first. We are committed to providing you with the safest working environment as we possibly can.

Our friendly staff is here to help you. You can reach All HomeCaring & At Home With Care, seven days a week, 24 hours a day. The office hours are 8:00 am to 4:30 pm, Monday through Friday and the answering service is available to handle emergencies and to answer questions concerning immediate scheduling.

Again, we welcome you as a member of our team and are glad to have you with us. We look forward to you contributing your abilities, enthusiasm, and suggestions, as we all work together for the continued success of our organization.

Sincerely,

Donna Liveringhouse  
President

## **II. OUR POLICIES**

### **A. Nature of Our Employment Relationship**

This Handbook is intended to assist you in becoming familiar with our policies, procedures and benefits. It does not constitute a guarantee that your employment will continue for a specified period of time or end only under certain conditions. Employment with the Company is a voluntary employment-at-will relationship for no definite period of time, and nothing in this Handbook constitutes an expressed or implied contract of employment or guarantee of any benefit. You have the right to terminate your employment relationship for any reason with or without cause or notice at any time and the Company may do the same.

From time to time, the Company may unilaterally, in its discretion, amend, supplement, modify or eliminate one or more of the benefits, work guidelines or policies, with or without prior notice. However, the Company will attempt to provide advance notice prior to the implementation of any such changes or modifications by distributing such changes to you and/or posting them on the official bulletin board.

No supervisor or manager has the authority to amend or modify this Handbook. Any final decision regarding the interpretation of our policies rests with our President. Only our President has the authority to make any individual agreement (or, where applicable, collectively bargained agreement) contrary to this policy, and any such individual agreement must be in writing and signed by the employee and the President.

### **B. Equal Employment Opportunity**

The Company believes in providing equal employment opportunities for all employees. The Company will not violate any law prohibiting discrimination for or against any employee or applicant for employment on the basis of race, color, religion, creed, age, sex, national origin, ancestry, marital status, pregnancy, familial status, disability (including those related to pregnancy or childbirth), membership or non-membership in a labor organization, sexual orientation, status with regard to public assistance, genetic information, complaining in good faith to the Company or a public authority or any other characteristic protected under local, state or federal statute, ordinance or regulation. Applicants and employees will be evaluated solely on the basis of their conduct, their compliance with the Company's policies, practices and legitimate expectations, and their performance and experience.

If you believe that you have been unlawfully discriminated against, you must bring this to the attention of your supervisor or our Equal Opportunity Officer, Carin Becker. Employees can bring complaints, ask questions, and raise concerns under this policy without fear of reprisal.

This policy applies to all aspects of an employee's employment with the Company and to all applicants. All employees and applicants are responsible for understanding, adhering to and strictly enforcing this policy.

## C. Non-Harassment Policy

### 1. Harassment Policy Statement

Due to client diagnosis some clients may have harassment tendencies. If we are aware of such tendencies, we will discuss this with you prior to the job assignment. If you feel that you would not be able to work under this type of condition, you may always refuse the homecare assignment. If you decide to take the shift and after working with the client you decide that it is not appropriate for you, we will remove you immediately from the job assignment. But you must report the inappropriate behavior immediately to the Human Resource Director.

Also, take notice that there are clients that we may be unaware of any inappropriate behavior that we would not be able to discuss the situation prior to job assignment. If you find yourself working with a client who ever shows any signs of inappropriate behavior, report it immediately to the Human Resource Director. Again, if you need, we will remove you immediately from the job assignment.

Additionally, as indicated above, the Company is committed to providing a work environment that is free of unlawful discrimination. This policy includes the prohibition of harassment based upon any of the characteristics listed in our Equal Employment Opportunity Policy above. Many harassment situations in the work environment involve sexual harassment. However, complaints alleging harassment based upon other protected characteristics will be handled in the same manner as complaints alleging sexual harassment. The “work environment” includes all of the Company’s premises, and any other locations where Company-sponsored activities take place, any off-site location where Company business is conducted, and on social networking sites if the Company, its customers, suppliers or employees are referenced or included in communications. “Sexual harassment” has been defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- a. Submission to such conduct is made a term or condition, either explicitly or implicitly, of an individual’s employment.
- b. Submission to or rejection of such conduct by an individual is used as a factor in decisions affecting that individual’s employment; or
- c. Such conduct has the purpose or effect of substantially interfering with an individual’s work performance or creates an intimidating, hostile or offensive work environment, and the Company knew or should have known of the existence of the harassment and failed to take timely and appropriate action.

If you believe that you are being subjected to harassment, you must:

First: Tell the harasser to stop.

Second: Make a record and immediately report the incident to your supervisor or to the Human Resource Department.

Third: If the conduct continues, this should also be immediately reported to the above individuals.

Any reported incident will be investigated. Complaints and actions taken to resolve harassment will be handled as confidentially as possible, given the Company's obligation to investigate and act upon reports of such harassment. Employees may bring complaints, ask questions, and raise concerns without fear of reprisal under this policy. All employees are responsible for understanding, adhering to and strictly enforcing this policy in violation of this policy may result in discipline, up to and including termination. Making false allegations is also a violation of this policy.

## 2. Investigation and Recommendation

The Company will, upon receipt of a report or complaint alleging harassment or other inappropriate conduct, authorize an investigation.

In determining whether the alleged conduct constitutes harassment or other inappropriate conduct, the Company may consider the surrounding circumstances, the nature of the alleged statements or conduct, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes harassment or other inappropriate conduct requires consideration of all the facts and surrounding circumstances.

The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint or report is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint or report. The investigation may also include any other lawful methods deemed pertinent by the investigator. In addition, the Company may take immediate steps, at its discretion, to protect the complainant, witnesses or other employees pending completion of an investigation.

## 3. Prohibition against Retaliation

Employees shall not retaliate against any person who complains of or reports alleged harassment or other inappropriate conduct or retaliate against any person who testifies, assists or participates in an investigation, proceeding or hearing relating to a harassment complaint.

## 4. Discipline and Other Appropriate Action

The Company may take any appropriate action it deems necessary in response to complaints which are confirmed by investigation or for other violations of this policy. Such action may include discipline, such as verbal or written warnings; paid or unpaid suspensions; demotions; transfers; ineligibility for promotions, benefits or raises; counseling; or other required conditions for retaining employment or termination as well as general reminders of its policy.

## **D. Visitors**

All visitors are required to report to the receptionist or office manager, and no entry is permitted without authorization. This control is necessary to prevent unauthorized persons from entering the premises or a work site, for safety, productivity, loss prevention, confidentiality and insurance liability reasons, and to facilitate meetings with authorized visitors.

## **E. Dress Code**

Dress and personal appearance contribute to the morale of employees, promote a productive work environment, and affect the business image the Company presents to customers and visitors. During business hours, employees are expected to present a clean, well-groomed appearance and to dress according to the requirements of their positions. The dress code is considered business casual. Employees should consult with their supervisor if they have questions as to what constitutes appropriate attire for their position. Employees who arrive for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work.

Inappropriate dress includes skintight garments, clothing which exposes the body (i.e., muscle shirts, briefs, halters, tank tops, cropped shirts, see-through clothing, inappropriately short skirts or short shorts), and any kind of clothing with racially, sexually or otherwise offensive legends or slogans. Employees are prohibited from wearing long dangling jewelry that may cause injury while working. Employees are prohibited from wearing beach thongs or shoes that may cause foot exposure; no bare feet are allowed. Employees should refrain from wearing strong fragrances such as in perfumes and essential oils.

#### **F. Employee Parking**

A designated parking area is available for employees' use at the Company's office, but customer and work sites may or may not have a provision for parking. No one is to park in an area that would hinder access to any Company, customer or vendor facility, or to a work site.

All employees shall enter and leave the office or a work site through designated entrances. Employees may not remain on or return to the premises once they have completed their work. Ex-employees are not permitted on Company premises, except with the prior approval of their supervisor and by appointment. We recommend that you lock your vehicle and avoid leaving valuables where they may be seen, since the Company cannot be responsible for loss, damage or theft of personal property or vehicles.

#### **G. Personal Vehicles used for Company Business**

It is company policy that each field staff employee who drives their personal vehicle to multiple clients in a day or ILS Worker who drives their personal vehicle for work purposes in order to transport clients is to have a valid driver's license along with adequate liability insurance coverage on their vehicle. Proof of driver's license and insurance must be given to HR prior to start of employment.

Employees must check their personal vehicles and equipment before use for fluid levels and leaks, tire and belt condition and other potential safety or maintenance items.

Employees shall not possess, store, transfer or consume alcoholic beverages or drugs, or be under the influence thereof, in motor vehicles at any time in the course of employment, regardless of whether or not they are driving or using their personal motor vehicle.

Drivers of motor vehicles must observe all speed limits and traffic safety rules. While driving, employees must always have in their possession a current valid driver's license with proper endorsements. Employees receiving moving violations and/or parking violations in their personal vehicles used for Company business must inform their supervisors immediately. Any moving violation and/or parking violation will be paid by the driver of the vehicle unless management determines it was not the fault of the driver.

**IN CASE OF AN ACCIDENT:** In general, give the other driver or law enforcement authority your name, your driver's license number and insurance information. Call a police agency immediately if required. The driver of the Company vehicle or personal vehicles used for Company business must report the other driver's information at the earliest possible time to the office. The information the driver should obtain includes:

- Name of the other driver.
- Driver's license number of the other driver.
- The license plate number of the other vehicle; and
- The other driver's insurance company and policy number.

If a police report is made, obtain the police report or case number and notify the office of this information also.

When asked a specific question by the other driver or police, give a specific answer, but do not volunteer information other than that contained in the list above. To the Company driver and passengers should be courteous but should not make any statement regarding the cause of the accident, or anyone's culpability or fault. If you receive a ticket for causing the accident, accept it politely, but remember that a ticket is not a final determination of whose fault the accident was. Fault will be determined at a later time.

#### **H. Business Gifts**

When working in the field, there will be times that a client may want to thank you for your services that you provide with gifts. These gifts can be in the form of food, cash, flowers, gift cards, etc. It is All HomeCaring & At Home With Care's policy that employees are not to accept any type of gifts from the clients. Politely refuse and thank them for their generosity and tell them that it is the organization's policy of not accepting anything in the form of a gift. If the client insists and you are not able to refuse, bring the gift into the office and we will try to return the gift. If we are not able to return back to client, we will either store the item, recycle it, or donate it.

#### **I. Social Media.**

When engaging in social networking, employees must abide by the Code of Conduct for Electronic Communications as well as all other workplace rules in this Handbook for all conduct that may be directly or indirectly attributed to the Company. This policy is not intended to prohibit protected activity under state or federal law. No employee may communicate or address any of All HomeCaring & At Home With Care's clients through Social Media. This includes all forms of social media such as Facebook, Twitter, Instagram and Snapchat. The only employees who may communicate with clients on social media are those employees who are related to the client or were prior friends with the client before the client was admitted to All HomeCaring & At Home With Care

### **III. OUR EMPLOYMENT RELATIONSHIP**

#### **A. New Employees**

New employees are generally provided an informal evaluation if they complete ninety (90) days of employment. The period is designed to give new employees an opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The Company uses this period for an initial evaluation of employee capabilities, work habits, performance and adherence to Company policies, practices and rules. Completion of the introductory period does not alter an employee's at-will status.

Performances will be formally appraised yearly. This involves client input, your Supervisor's input, a review of your personnel file for any disciplinary action or complaints and in-services that may need to be completed.

The Company also generally reviews employee performance after a transfer or promotion to a new position. These reviews generally occur three months after the transfer or promotion.

## **B. Promotions and Transfers**

The Company will generally seek to fill new or vacant positions from within the Company by promoting qualified employees. Most new employment opportunities will be posted on the Company bulletin board. If an employee is interested in a posted opportunity, he/she should submit his/her internal application according to the instructions on the job posting. However, the Company reserves its right to seek and select an applicant from outside the Company. All candidates will be recruited, interviewed and hired in accordance with the Company's equal employment opportunity policy.

## **IV. PAYROLL PROCEDURES**

### **A. Payday**

Employees will be paid weekly for the pay periods starting on Monday and ending on the following Sunday. You must turn in timecards and other payroll documentation by Tuesday at noon to be paid on time. An employee shall use a new timecard for each pay period. You must fill in your employee number, name, and pay period end date. You are responsible for accurately tracking your time spent working. The Company abides by all state and federal laws governing the payment of wages. Any employee who believes that he/she has not been paid correctly must immediately make a report to the Payroll Department. The Company will investigate any such claims and adjust pay as is necessary.

### **B. Time Sheets/Paycheck Information**

1. Work week is **MONDAY** through **SUNDAY**.
2. Enter your employee computer number. If applicable, enter in your DHS PCA Provider Number.
3. Enter your times and dates worked correctly. Your time sheet may be held until verification has been obtained from you or the client.
4. Total your hours worked correctly. **It is a federal crime to provide false information on client billings for any federal/Medicaid insurance payment.**
5. Enter **Sunday's** date in the appropriate box, located in the upper right-hand corner and the lower right-hand side of the time sheet.
6. Client must initial in the appropriate box after each shift. All completed time sheets must be signed by both the employee/or RP and the client.
7. Original time sheets can be either brought into the office, drop box at backdoor or mailed.
8. All timecards brought into the office are due on **TUESDAY** by 12:00pm. All time sheets that are mailed in are due in the office by **WEDNESDAY'S** postal delivered mail.
9. Paydays are on Monday, 8 days after payroll week ends. Check stubs can be picked up at our office each week or emailed. A payroll history will be available by request only (not weekly).

10. If you move, you must notify the office in writing at least two (2) weeks in advance. New address or phone numbers are always needed.
11. Keep a personal record of where, when and how long you worked on each assignment for future references.
12. All time sheets over **ONE MONTH OLD WILL NOT BE PAID.**
13. **If your client is in the hospital, you cannot work for the client.**

## **B. Overtime**

Hourly nonexempt workers will be paid overtime at the rate of one and one-half times for all overtime hours. The Company will pay overtime compensation to all hourly nonexempt workers based on actual hours worked. Flextime, or other paid time off, workers compensation or other leave, or any other absence will not be considered "hours worked" for purposes of overtime calculations. **Overtime must be pre-approved prior to working by calling the Payroll Department. Unauthorized overtime will be paid at the base rate of minimum wage at time and a half and disciplinary action will be taken.**

## **C. Payroll Deductions**

Normal payroll deductions for federal and state income tax, FICA, and Medicare will be automatically made based upon information provided to the payroll department by the individual employee. Other payroll deductions required or permitted by law (for garnishments, child support or monies owed to, or property withheld from the Company, for example) will also be made where appropriate. Employees are required to authorize such payroll deductions as a condition of employment.

All employees will be paid by check payable to the employee only, and not to third parties, and checks will be given only to the employee unless direct deposit is authorized. Direct deposit is the Company's preferred payment method. The Company will not pay any employee in cash, nor will the Company cash any employee payroll or personal check.

## **D. CHARTING**

1. Charts are legal documents and **MUST BE COMPLETED IN BLACK or BLUE INK ONLY.**
2. Charting is done on the white copy of the activity sheet.
3. All entries must be dated and signed with your full legal signature and title: First name, last name, and title (e.g., Jane Doe, HHA)
4. Use a different activity sheet for each client, or each week. A different activity sheet must be used for different services. (e.g., PCA, HHA, HM)
5. If you need additional space, write "continue" and continue your charting on a separate piece of paper.

6. If you make an error, cross through the error with a line, initial the error, and continue with your charting. **Never use white-out on your time sheet.**
7. The content of your charting should include all tasks completed plus observations about the client. **Your charting should reflect the client's assignment sheet that is kept in their home.** You must use your initials for all tasks completed. If the client refuses any tasks on the activity sheet, you must place an "R" in the box for "refused".
8. Use all of your senses (looking, listening, feeling, smelling) when making objective observations. All entries with observations noted, are read by a nurse. **OBSERVATIONS SHOULD NOT INCLUDE *your personal feelings or opinions*.** **You should NOT write anything in the observation area unless it is related to client's condition.** If you notice anything abnormal, contact the client's case manager at our office ASAP.
9. If your charting is inaccurate, incomplete, or inappropriate you may need to come into the office to correct it before we can process it.
10. **Remember all charts and information is confidential.** Do not release information to anyone without permission from this office. Make sure all copies of charting and care plans are kept in a confidential location. (Recommendation would be on top of refrigerator.)

**USE THE FOLLOWING INFORMATION TO COMPLETE YOUR PRACTICE ASSIGNMENT AND REMEMBER ACTIVITY SHEETS ARE LEGAL DOCUMENTS.**

**WRITE NEATLY AND USE BLACK INK**

May Smith is 55 years old. She has severe arthritis in most of her joints. She has a difficult time moving. May receives five (5) hours of PCA services, five (5) days a week, from 8:00am to 1:00pm. She needs a shower and shampoo on Monday, Wednesday, and Friday. She needs the following cares to be done Assistance with dressing and grooming every day, make breakfast and lunch every day. She gets Meals on Wheels, which she eats at dinner. Her kitchen and bedroom should be cleaned every day. Clean the bathroom after each shower. Do laundry on Friday. Do passive ROM on legs and feet in the morning.

Dave Moe is a 35-year-old TBI (traumatic brain injury) client. He has short-term memory loss. Dave gets three (3) hours of homemaking services, two (2) days a week, on Monday and Thursday from 12:00pm to 3:00 pm. He needs lunch made and remind him to eat. He needs his kitchen cleaned and laundry done on Monday. On Thursday he needs the kitchen, living room and bathroom cleaned.

**E. AFTER HOURS ANSWERING SERVICE**

We are available by phone 24 hours a day, 7 days a week. After hours, you will reach the Answering Service. Do not call between the hours of 10:00pm and 6:00am expect for medical emergencies.

Please state the following:

1. Your name and your position
2. The client's name you are providing cares for. **(first and last name)**
3. The problem (if it is an emergency, please say so right away).
4. A telephone number where you can be reached for a call back immediately.

The **Answering Service** cannot answer questions about your timecards, pay checks, etc. **Do not** call to give your availability expected for work that night or the next morning. All availability should be called into the office during office hours. (8:00am to 4:30pm, Monday through Friday)

#### **F. ASSIGNMENT CANCELLATIONS**

We **do not** guarantee 40 hours of work a week. However, if you are readily available by phone, have transportation and flexible hours; you will have the opportunity for maximum work assignments.

All scheduling **MUST** be done through the company's office. **Do not change or cancel your assignment with the client.** Always notify the office first of any changes that you may have or that the client has asked for you to change. **ALL** changes must be approved by the office during working hours at least 24 hours in advance.

1. **Never leave cancellations on voice mail.** An employee who needs to cancel an assignment must speak directly to a home care staffer or supervisor.
2. **It is expected that employees request permanent client assignments.** This provides consistency and decreased uncertainty for clients and employees. It is expected that if you accept an assignment, you will follow through with that assignment. Please report any problems or concerns that may prevent you from staying on a permanent assignment. Every effort will be made to resolve your problem and concerns. If you have been on a case for an extended period of time and for personal reasons wish to be reassigned, you must give a minimum of two weeks' notice to cancel a permanent assignment.
3. Any changes in assigned hours of care or days of service must be reported to and approved in advance by staffing.
  - a) It is **not acceptable** for an employee to call a client and arrange other hours.
  - b) Any delays of 10 minutes or more, or problems getting to an assignment must be reported to staffing/office immediately. If you are late, your time sheet must show that actual time you arrived and left the case.
  - c) You **must** obtain pre-approval from the payroll department to work over assignment hours.

The time you are assigned to see clients are agreed upon between the clients and staffing in order to best meet the needs and wishes of the client.

4. You **must not** leave an assignment early **without** clearance by staffing. If the client asks you to leave early, ask the client to use the phone to call the office and report early departure. Your time sheets **MUST** reflect the time you left the client's home.
5. If a replacement employee is 10 minutes late, notify the office immediately. You may not leave your assignment if a replacement does not show up, unless directed to do so by staffing.

6. When you accept an assignment, the company and client are relying on you. It is not acceptable to cancel an assignment, unless you are ill or have a true emergency. The company may require documentation of any illness or emergency before you are allowed to work again.
7. If you have any questions regarding your schedule, call the staffing coordinator.
8. You are expected to work the shift if a replacement can't be found, and you did not give adequate notice. Failure to give adequate notice of cancellations may result in disciplinary action up to and including termination. **(See procedure for Company's Code of Conduct.)**

Be sure to consider any thoughts of cancellation very carefully. A cancellation leaves everyone in jeopardy, especially the home care client. Shifts are block assigned by the week and by the month. The fewer changes to the schedule make the client much more relaxed and easier to work with.

If you report to a client and there is no answer or confusion regarding why you are there, do not leave – call the office immediately for further instructions. Your client may be in jeopardy and in need of emergency care.

Show up pay will be issued **ONLY** if you call us immediately and we confirm that the client is not there. **You may not work at the client's home while they are gone or while hospitalized.**

#### **G. NO CALL/NO SHOW**

The company will not tolerate **NO CALL/NO SHOW**. If an emergency arises, there is always someone you can get to call for you. A **NO CALL/NO SHOW** is recorded in your personnel record and all schedule assignments may be cancelled immediately. You must come into the office within two (2) working days and, at that time a determination will be made regarding your employment status. **(See procedure for Company's Code of Conduct.)**

#### **H. SEVERE WEATHER**

1. An employee is expected to make every effort to get to work as scheduled. The weather, such as rain, heat, cold, etc., is not excused to cancel an assignment.
2. If there is a snowstorm with no travel advised, employees are required to call the office for instructions.
3. If there is a tornado warning while at the home of the client, listen to the radio for instructions and be prepared to take shelter.

#### **I. AVAILABILITIES (AVAILABILITY FORM TO BE FILLED OR FILL OUT)**

It is your responsibility to call and/or come into the office for your schedule or to check for any assignment changes. Only you know when you are available to work. If your availability changes let us know immediately.

Employees will agree to **Minnesota Statue 268.095, Subdivision 2** which states employees who, without good cause, fail to affirmatively request an additional job assignment, after completion of a job assignment, from a staffing service employer, shall be considered to have quit employment. Employees will understand eligibility for unemployment benefits may be affective if another job assignment is not requested from. Employees must notify Human Resources within 5 calendar days of completing a current job assignment. Employees may be required to attend an updated Training Session so that a new job assignment may be given. Employee must be ready and willing to accept new job assignment.

## AUTHORIZATIONS

Employees are responsible for knowing how many hours are authorized for their clients. **HOURS MAY BE DEDUCTED OR TIMECARDS MAY BE HELD IF THE HOURS DO NOT MATCH THE AUTHORIZATION.** Employees should call the office if there are any questions about hours or authorizations. All flexible authorizations need to be approved through the office and if approved, flexible units may only be made up within the week and may not work more than 40hrs for one week in doing so as a PCA or more than 40hrs in one week if providing multiple services. Any **unauthorized** hours worked those results in overtime, will only be paid at a base rate of minimum wage at time and a half and discipline will follow.

## **PCA 275 HOUR RULE**

PCA's are allowed to only work a maximum of 275 hours a month. This applies strictly to PCA clients. This is a total for all PCA clients and all agencies you work for. If you ever work more than 275 hours a month you will not be paid for any excess hours. **It is your responsibility to let us know if you are working over 275 hours a month and you will be held responsible to pay back the money to the company.**

## V. GENERAL HOME CARE POLICIES

**It is a policy of ALL HOMECARING & AT HOME WITH CARE that all employees will perform according to the follow standards of conduct:**

**\*If your client is in the hospital, you cannot work for the client.\***

1. Your job description has been provided for you. Read it carefully and ask questions for clarification before you accept your first assignment. You are responsible for performing all tasks on your job description and you are limited to those tasks.
2. Minnesota State Law dictates that all employees get a 15-minute break after four (4) hours worked. This applies to shifts longer than four (4) hours.
3. You must bring your own food to work unless you are on a live-in assignment. Do not eat the client's food. Also, live ins who wants special food that the client doesn't eat (pizza, sweets, etc.) should bring their own food. Non-live in's do not order food to be delivered to your client's home while on assignment.

4. **Do not discuss controversial subjects with your client(s).** This could include, but is not limited to, personal problems, religious beliefs, policies, hospitals, physicians, other employees, other clients, paychecks, pay rates etc.
5. If you purchase groceries or other items for your client, you **must** obtain a receipt and **return the receipt to the client with the correct change.** **DO** use cash only. **DO** place receipt and change in an envelope with your signature if an envelope was provided.

**DO NOT** spend your own money for your client. **DO NOT** go shopping if money is not available. **DO NOT** use your client's bank card or credit card to get cash or to make other purchases for your client. **DO NOT** cash checks for your client. **DO NOT** buy alcohol for your client.

Each client's care plan (Assignment Sheet) will specifically request and outline tasks involving the handling of monies, valuables or medications by our employee (e.g., client money used to shop for groceries, medications "set up" by either the family or nursing professional).

The RN Case Manager will reinforce this policy on supervisory visits should the employee be "pressured" into handling a client's money, valuables and/or medications without the Agency's consent.

6. **DO NOT** make or receive personal phone calls while on an assignment unless it is an emergency. **Cellphones must be stored away while on assignment.** In the case of live ins, discuss phone usage with your supervisor. **DO NOT GIVE YOUR PERSONAL PHONE NUMBER TO A CLIENT.** If your family needs to reach you when you are working at a client's home, instruct them to call staffing and we will contact you immediately.
7. The client's phone, TV, radio, stereo, etc. is for **"the clients"** enjoyment, not for your entertainment. **YOU ARE AT WORK.**
8. Smoking is **not permitted** while providing home care services.
9. All personnel should dress neatly with well-groomed hair and nails. Many of our clients are sensitive to odors, including body odors, essential oils and perfume, so appropriate measures should be taken to keep your body free of odor. Unacceptable clothing includes, but is not limited to: **DANGLING EARRINGS, SHORT SHORTS/SKIRTS, TANK TOPS, AND SHIRTS WITH OFFENSIVE SAYINGS** etc. **No open-toed shoes may be worn on any assignment or going barefoot.** Bras should be worn at all times. If you are in doubt about proper attire, check with your supervisors for details.
10. We request a two-week **WRITTEN** notice of resignation.
11. There is no excuse for being late to your assignments. If you know in advance that you are going to be late, call the office and we will let the client know. **DO NOT** call the client directly. **(See procedure for Company's Code of Conduct.)**
12. You may **NEVER** transport a client anywhere **in your** vehicle. You may, however, accompany the client to an appointment or other destination, if they have other transportation arranged, such as medical van, cab, Metro Mobility, city bus, etc. **NEVER** take the client from the home without prior approval from the office. **Please refer the client to agency for further explanation.**

13. If a client is injured, it is your responsibility to perform any emergency measures that are within the scope of your practice. You are to report the incident to the **AGENCY** so the supervisor can assist in determining any further actions that are to be taken. A written report is to be filled by you **within 24 hours of the injury**.
14. **DO NOT BRING YOUR SPOUSE, FRIENDS, RELATIVES OR PETS TO THE CLIENT'S HOME.**
15. All changes in client's treatments, medications, or physical health status (**Hospitalizations**) **MUST** be reported **IMMEDIATELY** by phone to the supervising nurse or staffing department.
16. **Do not** under any condition argue with client. If you have a problem with a client, either call the office from your home or come in the office to discuss it. **DO NOT CALL FROM THE CLIENT'S HOME.**
17. If you have problem about your job assignment, number of hours worked, etc. call us. **DO NOT DISCUSS THIS PROBLEM WITH THE CLIENT.**
18. Do not change your schedule by calling the client. **Any and all changes must be done directly through the office.**
19. Always let the client know, where you are going and what you are going to do before leaving the room.
20. For the safety of the client, make sure that all cords, loose rugs, obstacles, or clutter are kept away from the area of ambulation. Wipe all water and spills off the floor.
21. The client **MUST ALWAYS** be present in the home while you are working in their home.
22. Employee must always be present for supervisory visit.
23. Keep walkers, canes and/or wheelchairs within the reach of your client at all times.
24. Do not alter, falsify, or tamper with a time sheet including writing in hours before the hours have been worked. **Employees will accurately record only the time they actually work after each shift is completed.**
25. Provide consideration for needs of client including privacy and security.
26. Show respect for and treat client's property safely.
27. Perform all job responsibilities in a manner that is consistent with the mission and values of the company.
28. Report any suspicious maltreatment, neglect, or abuse of any vulnerable adult or minor. **(See Vulnerable Adult Policy.)**
29. The following behavior is prohibited when providing home care:
  - a. Spreading rumors or discussing other employees with client or families.

- b. Using profanity or abusive language to clients, families or other Employees, or threaten a client or another employee in any way.
- c. Being careless with or willfully neglecting a client of AGENCY.
- d. Loitering or sleeping on the job.  
(Exception: Live-in or sleepover home health aides may sleep according to setup guidelines.)
- e. Asking for or accepting gifts or money or favors from clients or small tokens of appreciation from clients or their families.
- f. Soliciting for contributions, from clients or families.
- g. Theft from clients, families and/or other employees of AGENCY.

## POSSESSING OR REMOVING PROPERTY

It is the policy of the company that an employee who is found possessing or removing property, either belonging to the company, client, another employee, volunteer, or any third party, without authorization, may be subject to immediate termination.

## VI. THE COMPANY'S CODE OF CONDUCT

The Company's Code of Conduct is designed to provide notice of the Company's expectations for Company employees. The Company expects its employees to obey these rules of conduct, which are intended to protect the interests and safety of all employees and of the organization. As an employee, you are responsible for knowing, understanding and adhering to the Code of Conduct.

Because it is not possible to provide a Code of Conduct that covers every situation or lists every type of unacceptable behavior, the following are examples of conduct that may result in discipline:

1. Failure to work efficiently or produce satisfactory results.
2. Failure to notify your supervisor in advance of an absence, and daily during any absence of more than one day. No Call/No Show are not tolerated. **You must come into the office within two (2) working days and, at that time a determination will be made regarding your employment status.**
3. Unacceptable absenteeism or tardiness.
4. Leaving work prior to the completion of your schedule or shift without the prior authorization of your supervisor.
5. Failure or refusal to follow instructions or directives from supervisors or management.
6. Failure to follow safety or health rules, wear appropriate safety or personal protective equipment, immediately correct an unsafe condition or immediately report injuries or accidents.
7. Inappropriate or unauthorized use, removal, misappropriation, possession, destruction, neglect or abuse of employee, Company, or others' tools and products, supplies, money, property or equipment.

8. Possession, consumption, or transfer of alcohol or drugs on the job or reporting for work or working under the influence of either drugs or alcohol.
9. Abusive language, insubordinate and disrespectful behavior, verbal or physical intimidation, fighting or insubordination. Any inappropriate conduct toward office personnel or towards clients or client's family while on assignment from AGENCY.
10. Making false or defamatory statements regarding the Company, its personnel, or policies to current or prospective customers, employees, vendors, or other business partners.
11. Personal use of Company tools, materials, property or vehicles without the express, prior permission of a supervisor.
12. Working on personal matters during working time.
13. Engaging in any other business or employment that conflicts with or interferes with your responsibilities to the Company.
14. Discussion of doing work on the employee's own account for Company customers or engaging in such work.
15. Disclosure of confidential, proprietary or otherwise restricted information regarding the Company, or its customers; Breach of confidentiality or HIPAA Regulations.
16. Violation of any of the Company policies, including the policies on discrimination, harassment and Resolution of Complaints, or failing to meet reasonable Company expectations.
17. Providing false or inaccurate information to the Company, including, but not limited to, information about your prior employment and qualifications, criminal record, your absences, your time worked, expenses, leave requests, or in response to requests for information.
18. Making frivolous, false or malicious statements, claims or charges to the Company or to a third party about the Company, its personnel, policies or practices.
19. Inaccurately reporting or recording one's own time and (without prior supervisory approval) reporting the time of another employee (whether accurately or not) or allowing one's own time to be reported by another person (whether accurately or not) or working overtime hours without reporting them.
20. Disorderly, dangerous, wasteful or careless conduct.
21. Sleeping during working hours.
22. Failure or refusal to work any assigned duties, mandatory overtime, scheduled hours, or to travel to or from, or to report to any assigned project or job site.
23. Gambling on the Company premises (including the Company's parking lots and job sites).

24. Possession of unauthorized firearms, explosives, weapons or other dangerous or unlawful materials or contraband on Company property including Company parking lots and project or job sites, unless otherwise permitted under state or federal law.
25. Making false, frivolous, malicious or derogatory statements concerning clients, customers, and vendors of the Company.
26. Entering or remaining on Company premises (including parking lots and project or job sites) before or after the completion of one's scheduled hours or shift, or during non-work periods, without prior permission.
27. Unauthorized use of telephones, facsimile, mail, e-mail, copiers, computers, "smart phones" or other equipment of the Company. Improper use of client's telephone; or personal cell phones while working
28. Smoking in an unauthorized area.
29. Failure to observe traffic and parking rules on vendor, customer, other business partner, or Company property or at project or job sites.
30. Failure or refusal to work cooperatively with other employees.
31. Uncooperative, rude or offensive treatment of vendors, customers or business partners in person, in writing or by phone.
32. Failure to provide prior notice that you are taking medications which may affect your work performance or create a safety risk.
33. Committing a gross misdemeanor, felony or serious regulatory offense, or any similar act or omission, whether on or off duty, which adversely affects the Company by bringing the Company into disrepute, exposing the Company to the risk of liability or expense, undermining the employee's ability to effectively perform his or her duties or reducing customer, vendor, business partner, or co-employee confidence in the employee.
34. Inadequate performance, violation of any Company policy, rule, practice or standard, failure to meet standards or reasonable expectations of the Company or any other conduct which the Company determines to be averse to its business interests.
35. Employees are responsible for cleaning up after themselves at the client's home.
36. Bringing friends, children, relatives, spouse or pets to client's home.
37. Failure to comply with AGENCY'S Policies and Procedures; Vulnerable Adult Act; OBRA '87 in-services requirements; & all requirements of employee file information.

An employee who commits an act that is contrary to the Company Code of Conduct or who violates a rule of common sense or decency may face discipline or corrective action. The basic purpose of discipline is to

encourage the employee to modify his or her behavior in accordance with Company policies or standards by imposing penalties upon the employee. Corrective action is intended to assist the employee to improve his or her performance or conduct through additional training, modification of job expectations, etc.

Discipline may include, but is not limited to, verbal or written warnings, paid or unpaid suspensions, demotions, transfers, ineligibility for promotions, benefits or raises, counseling or other required conditions for retaining employment or termination. A progressive form of discipline may not be followed in all cases. Depending upon the nature of the violation and the surrounding circumstances including, but not limited to, the nature of the conduct or the employee's past work record and past conduct, one or more steps of the discipline process may be repeated or skipped. In some circumstances and in the Company's sole discretion, immediate discharge may result from a single incident.

Your supervisor can answer questions employees may have about acceptable personal conduct.

## **VII. COMBINED FEDERAL AND STATE HOME CARE BILL OF RIGHTS**

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### **Statement of Rights**

A client who receives home care services in the community has these rights and the provider must provide for the following rights:

\*Client means Patient

\*Provider means Medicare Certified Home Health Agency (HHA)

**1. Written information in plain language about rights during the initial visit, and in advance of the provider furnishing care to the client. The written notice must be understandable to persons who have limited English proficiency and accessible to individuals with disabilities, including what to do if rights are violated.**

- 2. Contact information of the provider's administrator, including the administrator's name, business address, and business phone number in order to receive complaints.**
- 3. Verbal notice of the client's rights and responsibilities in the individual's primary or preferred language and in a manner the individual understands, free of charge, with the use of a competent interpreter if necessary.**
- 4. Receive care and services according to a suitable and up-to-date plan, and subject to accepted health care, medical or nursing standards and person-centered care, to take an active part in developing, modifying, and evaluating the plan and services.**
- 5. Be told before receiving services and the right to participate in, be informed about, and consent or refuse care in advance of and during treatment, with respect to:**

- Other choices that are available for addressing home care needs and the potential consequences of refusing these services.

**• Completion of all assessments.**

- The care to be furnished, based on the comprehensive assessment.
- Establishing and revising the care plan.
- The disciplines that will furnish care.
- The frequency of visits.
- Expected outcomes of care, including client-identified goals, and anticipated risks and benefits.
- Any factors that could impact treatment effectiveness.
- Any changes in the care to be furnished.

- 6. Be told in advance of any recommended changes by the provider in the service plan and to take an active part in decisions about changes to service plan.**

**7. Receive all services outlined in the plan of care.**

- 8. Refuse service or treatment.**
- 9. Know, before receiving services or during the initial visit, any limits to the services available from a home care provider.**
- 10. Be told, before services are initiated what the provider charges for the services; to what extent payment may be expected**

from health insurance, public programs or other sources including **Medicare and Medicaid, or any other Federally-funded or Federal aid program known by the provider**, if known; what charges the client may be responsible for paying, and **any changes to payment information as soon as possible, in advance of the next provider visit.**

11. Know that there may be other services available in the community, including other home care services and providers, and to know where to find information about these services.
12. Choose freely among available providers and to change providers after services have begun, within the limits of health insurance, long-term care insurance, medical assistance or other health programs, or public programs.
13. Have personal, financial, and medical information kept private, and to be advised of the provider's policies and procedures regarding disclosure of such information, **including an Outcome and Assessment Information Set (OASIS) privacy notice for all clients for whom the OASIS data is collected.**
14. Access the client's own records and written information from those records in accordance with the Minnesota Health Records Act, Minnesota Statutes, Section 144.291 to 144.298.
15. Be served by people who are properly trained and competent to perform their duties.
16. Be treated with courtesy and respect, and to have the client's property treated with respect.
17. Be free from verbal, **mental, sexual** and physical abuse, **including injuries of unknown source**, neglect, financial exploitation/**misappropriation of property**, and all forms of maltreatment covered under the Vulnerable Adults Act and the Maltreatment of Minors Act.
18. Reasonable, advance notice of changes in services or charges, **in advance of a specific service being furnished, if the provider believes that the service may be non-covered care, or in advance of the provider reducing or terminating on-going care.**
19. Know the provider's reason for termination of services.
20. Be informed of the provider's policies and procedures for transfer and discharge, in a language that the client can understand, and is accessible to individuals with disabilities, within 4 business days of the initial evaluation visit. The provider may only transfer or discharge the client if:
  - **The transfer or discharge is necessary for the client's welfare because the provider and the physician who is responsible for the plan of care agree that the provider can no longer meet the client's needs, based on the client's acuity. The provider must arrange a safe and appropriate transfer to other care entities when the needs of the client exceed the providers' capabilities.**
  - **The client or payer will no longer pay for the services provided.**
  - **The transfer or discharge is appropriate because the physician who is responsible for the plan of care and the provider agree that the measurable outcomes and goals set forth in the plan of care have been achieved, and the provider and the physician who is responsible for the plan of care agree that the client no longer needs the services.**
  - **The client refuses services, or elects to be transferred or discharged.**
  - **The provider determines, under a policy set by the provider for the purpose of addressing discharge for cause that meets the requirements of this section, that the client (or other persons in the client's home) behavior is disruptive, abusive, or uncooperative to the extent that delivery of care to the client or the ability of the provider to operate effectively is seriously impaired. The provider must do the following before it discharges a client for cause:**
    - **Advise the client, representative (if any), the physician(s) issuing orders for the plan of care, and the client's primary care practitioner or other health care professional who will be responsible for providing care and services to the client after discharge from the provider (if any) that a discharge for cause is being considered.**
    - **Make efforts to resolve the problem(s) presented by the client's behavior, the behavior of other persons in the client's home, or situation.**
    - **Provide the client and representative (if any), with contact information for other agencies or providers who may be able to provide care.**
    - **Document the problem(s) and efforts made to resolve the problem(s) and enter this documentation into its clinical records.**
  - **The client dies; or**
  - **The provider agency ceases to operate.**
21. At least ten calendar days' advance notice of the termination of a service by a home care provider. This clause does not apply in cases where:
  - The client engages in conduct that significantly alters the terms of the service plan with the home care provider.

- The client, person who lives with the client, or others create an abusive or unsafe work environment for the person providing home care services.
  - An emergency or a significant change in the client's condition has resulted in service needs that exceed the current service plan and that cannot be safely met by the home care provider.
22. A coordinated transfer when there will be a change in the provider of services.
  23. Complain to staff and others of the client's choice about services, **treatment or care** provided, or fail to be provided, and the lack of courtesy or respect to the client or the client's property and the right to recommend changes in policies and services, free from retaliation, including the threat of termination of services. **The right to be advised of the MN Adult Abuse Reporting Center (MAARC), that its purpose is to receive complaints and the state toll free home health telephone hot line, its contact information, hours of operation for questions about local providers.**
  24. Know how to contact an individual associated with the home care provider who is responsible for handling problems and to have the home care provider investigate and attempt to resolve the grievance.
  25. Know the name and address and telephone numbers of the state or county agency to contact for additional information or assistance **and, if applicable, federally funded entities that serve the area where the client resides.**
  26. Assert these rights personally or have them asserted by the client's representative or by anyone on behalf of the client, without retaliation, **and be free from any discrimination or reprisal for exercising his or her rights for voicing grievances to the provider or other outside entity.**

**27. Be informed of the right to access auxiliary aids and language services and how to access these services.**

28. Place an electronic monitoring device in the client's or resident's space in compliance with state requirements.

You may choose to discuss any concerns with your provider. As a reminder, providers are required to work to assure your rights and other requirements are followed. When providers violate the rights in this section, they are subject to the fines and license actions.

Providers must do the following:

- Encourage and assist in the fullest possible exercise of these rights.
- Provide the names and telephone numbers of individuals and organizations that provide advocacy and legal services for clients and residents seeking to assert their rights.
- Make every effort to assist clients or residents in obtaining information regarding whether Medicare, medical assistance, other health programs, or public programs will pay for services.
- Make reasonable accommodations for people who have communication disabilities, or those who speak a language other than English.
- Provide all information and notices in plain language and in terms the client or resident can understand.
- 

No provider may require or request a client or resident to waive any of the rights listed in this section at any time or for any reasons, including as a condition of initiating services or entering into an assisted living contract.

## **Interpretation and Enforcement of Rights**

These rights are established for the benefit of clients who receive home care services. All home care providers must comply with these rights. The commissioner shall enforce this. A home care provider may not request or require a client to surrender any of these rights as a condition of receiving services. This statement of rights does not replace or diminish other rights and liberties that may exist relative to clients receiving home care services, persons providing home care services, or licensed home care providers.

## **Resources**

MINNESOTA DEPARTMENT OF HEALTH OFFICE OF HEALTH  
FACILITY COMPLAINTS PO Box 64970  
St. Paul, Minnesota 55164-0970  
Phone: 651-201-4201 or 1-800-369-7994

Fax: 651-281-9796  
[health.ohfc-complaints@state.mn.us](mailto:health.ohfc-complaints@state.mn.us) [Office of Health Facility Complaints](#)  
(<https://www.health.state.mn.us/facilities/regulation/ohfc/index.html>)

STATE TOLL-FREE MEDICARE CERTIFIED HOME HEALTH AGENCY TELEPHONE HOTLINE

For complaints and questions about local HHAs

Business hours: M-F, 8:00 a.m. - 4:30 p.m. - Message can be left 24/7 Minnesota

Department of Health

Office of Health Facility Complaints Phone: 651-201-4201 or

1-800-369-7994

Fax: 651-281-9796

[health.ohfc-complaints@state.mn.us](mailto:health.ohfc-complaints@state.mn.us) [Office of Health Facility Complaints](#)  
(<https://www.health.state.mn.us/facilities/regulation/ohfc/index.html>)

**To request advocacy services**, please contact the Office of Ombudsman for Long-Term Care or the Office of Ombudsman for Mental Health and Developmental Disabilities:

OFFICE OF OMBUDSMAN FOR LONG-TERM CARE PO Box 64971

St. Paul, MN 55164-0971

1-800-657-3591 or 651-431-2555

[MBA.OOLTC@state.mn.us](mailto:MBA.OOLTC@state.mn.us)

[Ombudsman for Long-Term Care \(http://www.mnaging.org/Advocate/OLTC.aspx\)](http://www.mnaging.org/Advocate/OLTC.aspx)

OFFICE OF OMBUDSMAN FOR MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES

121 7th Place East Metro Square Building

St. Paul, MN 55101-2117

1-800-657-3506 or 651-757-1800

[Ombudsman.mhdd@state.mn.us](mailto:Ombudsman.mhdd@state.mn.us)

[Office of Ombudsman for Mental Health and Developmental Disabilities](#)

(<https://mn.gov/omhdd/>)

MID-MINNESOTA LEGAL AID/MINNESOTA DISABILITY LAW CENTER

(Protection and Advocacy Systems) 430 First Avenue

North, Suite 300

Minneapolis, MN 55401-1780

1-800-292-4150

[mndlc@mylegalaid.org](mailto:mndlc@mylegalaid.org)

[Legal Aid \(http://mylegalaid.org/\)](http://mylegalaid.org/)

MINNESOTA DEPARTMENT OF HUMAN SERVICES

(Medicaid Fraud and Abuse-payment issues) Surveillance and

Integrity Review Services PO Box 64982

You may contact your licensed provider as indicated below:

Licensee Name: All HomeCaring

Phone: 612-378-1474

Email: racheltaylor@allhomecaring.com

Address: 4200 Central Ave. NE Colombia Heights, MN 55421

Name and title of person to whom problems or complaints may be directed: Rachel Taylor, RN, DON

**Report suspected abuse, neglect or financial exploitation of a vulnerable adult:**

MINNESOTA ADULT ABUSE REPORTING CENTER (MAARC) Phone: 1-844-880-1574

For more information:

Vulnerable adult protection and elder abuse (<https://mn.gov/dhs/adult-protection/>)

**For all other complaints** that are not suspected abuse, neglect or financial exploitation of a vulnerable adult, please contact the Office of Health Facility Complaints at the Minnesota Department of Health:

MINNESOTA DEPARTMENT OF HEALTH OFFICE OF HEALTH  
FACILITY COMPLAINTS PO Box 64970

St. Paul, Minnesota 55164-0970

Phone: 651-201-4201 or 1-800-369-7994

Fax: 651-281-9796

[health.ohfc-complaints@state.mn.us](mailto:health.ohfc-complaints@state.mn.us) Office of Health  
Facility Complaints

(<https://www.health.state.mn.us/facilities/regulation/ohfc/index.html>)

STATE TOLL-FREE MEDICARE CERTIFIED HOME HEALTH AGENCY TELEPHONE HOTLINE

For complaints and questions about local HHAs

Business hours: M-F, 8:00 a.m. - 4:30 p.m. - Message can be left 24/7 Minnesota

Department of Health

Office of Health Facility Complaints Phone: 651-201-4201 or

1-800-369-7994

Fax: 651-281-9796

[health.ohfc-complaints@state.mn.us](mailto:health.ohfc-complaints@state.mn.us) Office of Health  
Facility Complaints

(<https://www.health.state.mn.us/facilities/regulation/ohfc/index.html>)

**To request advocacy services**, please contact the Office of Ombudsman for Long-Term Care or the Office of Ombudsman for Mental Health and Developmental Disabilities:

OFFICE OF OMBUDSMAN FOR LONG-TERM CARE PO Box 64971

St. Paul, MN 55164-0971

1-800-657-3591 or 651-431-2555

[MBA.OOLTC@state.mn.us](mailto:MBA.OOLTC@state.mn.us)

Ombudsman for Long-Term Care (<http://www.mnaging.org/Advocate/OLTC.aspx>)

OFFICE OF OMBUDSMAN FOR MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES

121 7th Place East Metro Square Building

St. Paul, MN 55101-2117

1-800-657-3506 or 651-757-1800

[Ombudsman.mhdd@state.mn.us](mailto:Ombudsman.mhdd@state.mn.us)

Office of Ombudsman for Mental Health and Developmental Disabilities  
(<https://mn.gov/omhdd/>)

MID-MINNESOTA LEGAL AID/MINNESOTA DISABILITY LAW CENTER

(Protection and Advocacy Systems) 430 First Avenue

North, Suite 300

Minneapolis, MN 55401-1780

1-800-292-4150

[mndlc@mylegalaid.org](mailto:mndlc@mylegalaid.org)

[Legal Aid \(http://mylegalaid.org/\)](http://mylegalaid.org/)

## MINNESOTA DEPARTMENT OF HUMAN SERVICES

(Medicaid Fraud and Abuse-payment issues) Surveillance and  
Integrity Review Services PO Box 64982  
St Paul, MN 55164-0982  
1-800-657-3750 or 651-431-2650

[DHS.SIRS@state.mn.us](mailto:DHS.SIRS@state.mn.us)

## SENIOR LINKAGE LINE

(Aging and Disability Resource Center/Agency on Aging) Minnesota Board on  
Aging  
PO Box 64976  
St. Paul, MN 55155 1-800-333-2433  
[senior.linkage@state.mn.us](mailto:senior.linkage@state.mn.us)  
[Senior LinkAge Line \(www.SeniorLinkageLine.com\)](http://www.SeniorLinkageLine.com)

## CENTERS FOR INDEPENDENT LIVING

[Department of Employment and Economic Development - Living Independently](https://mn.gov/deed/job-seekers/disabilities/independent/)  
(<https://mn.gov/deed/job-seekers/disabilities/independent/>)  
See website for names, addresses and telephone numbers.

## MEDICARE BENEFICIARY AND FAMILY CENTERED CARE QUALITY IMPROVEMENT ORGANIZATION

Livanta LLC - BFCC-QIO Program 10820 Guilford Road,  
Suite 202 Annapolis Junction, MD 20701-1105 1-888-  
524-9900, TTY 1-888-985-8775

## STRATIS HEALTH

(Quality Improvement Organization) 2901 Metro Drive,  
Suite 400  
Bloomington, MN 55425-1525  
Telephone: 952-854-3306  
Toll-free: 1-877-STRATIS (787-2847)  
Fax: 952-853-8503  
[info@stratishealth.org](mailto:info@stratishealth.org)

### **For general inquiries, please contact:**

Minnesota Department of Health  
Health Regulation Division  
85 E. 7th Place PO Box 64970  
St. Paul, MN 55164-0970 651-201-4101  
[health.fpc-web@health.state.mn.us](mailto:health.fpc-web@health.state.mn.us)  
[Minnesota Department of Health \(www.health.state.mn.us\)](http://www.health.state.mn.us)

To be used by Medicare certified providers per Minnesota Statute, Section 144A.44, Subdivision 1 except language in bold print which represents additional consumer rights under federal law 42CFR 484.50.

## FIELD STAFF EMPLOYEE HANDBOOK

The home care provider shall provide the client or the client's representative a written notice of the rights before the date that services are first provided to that client. The provider shall make all reasonable efforts to provide notice of the rights to the client or the client's representative in a language the client or client's representative can understand.

Minnesota Department of  
Health and Regulation  
Division  
P.O. Box 64900  
St. Paul, Minnesota  
55164-0900 651-201-  
4101  
[health.fpc-licensing@state.mn.us](mailto:health.fpc-licensing@state.mn.us)

Revised November 2019

## **IX. MANAGEMENT OF VULNERABLE ADULTS**

It is the policy of **All Temporaries, Inc. dba All HomeCaring & At Home With Care** to provide quality care in a safe environment for all clients. The policies of this agency reflect that objective and ensure compliance with **Minnesota Statute 626.557 et. Seq.** Each client will be individually assessed for their vulnerability to abuse, and an individual abuse prevention plan will be developed. This plan will be documented in the client's medical records.

## **LEGAL REQUIREMENTS**

1989 and 1995 Minnesota State Law requires that any professional or his/her delegate who is engaged in the care of vulnerable adults, education, and law enforcement, or any of the regulated occupations, or any employee of person providing services who:

- A: Has knowledge of the abuse or neglect of a vulnerable adult:
- B: Has reasonable cause to believe that a vulnerable adult is being or has been abused or neglected.
- C: Has knowledge that a vulnerable adult has sustained a physical injury which is reasonably explained by the history of injuries provided by the caretaker or the caretakers of the vulnerable adult:
- D: Will immediately report the information to the local welfare agency, police department, sheriff's office, or appropriate licensing or certifying agency:

## **DEFINITIONS**

- A. VULNERABLE ADULTS** means any person 18 years of age or older:
  - 1. Who is resident or client of a facility, or who receives service at or from a facility.
  - 2. Who, regardless of residence, is unable or unlikely to report abuse or neglect without assistance because of impairment or mental or physical function or emotional status.
- B. ABUSE**
  - 1. The intentional and non-therapeutic of physical pain or injury, or any persistent course of conduct intended to produce mental or emotional status.
  - 2. Sexual abuse/contact.
  - 3. Violations, attempt to violate or aiding and abetting a violation of various crimes.
  - 4. Unreasonable confinement or involuntary seclusion.
  - 5. Use of repeated or malicious oral, written or gestures language which could be considered derogatory, threatening humiliating or harassing.
- C. NEGLECT**

## FIELD STAFF EMPLOYEE HANDBOOK

Failure of the caretaker to supply the vulnerable adult with the necessary food, clothing, shelter, health care, or supervision which are reasonable to obtain or maintain physical or mental health or safety.

### **D. CARETAKER**

An individual or facility who has responsibility for the care of a vulnerable adult as a result of family relationship, or who has assumed responsibility for all or a portion of the care of the vulnerable adult voluntarily or by contract or agreement.

### **E. MALTREATMENT**

1. Neglect
2. Abuse
3. Financial exploitation
4. Any physical injury which is not reasonably explained.

## **INDIVIDUAL ABUSE PREVENTIN PLAN**

### **Population at risk:**

Any person 18 years of age or older who is receiving services from Home Care and/or who is unable to report abuse or neglect without assistance because they possess a physical or mental infirmity or a physical, mental or emotional dysfunction which impairs their ability to provide for his or her own care without assistance (care includes food, shelter, clothing, health care, or supervision) and impairs to ability to protect themselves for maltreatment.

## **PROCEDURE**

Upon admission and during the course of agency involvement, any person over 18 years of age will be assessed by the professional for physical signs of abuse or neglect.

Evaluation of the family and/or the caregiver will be done through conversation. On admission and on subsequent visits, each client will be categorized as to his/her vulnerability status, using the guidelines below. The assessment and plan will be documented on the initial assessment and/or progress notes.

## **VULNERABILITY STATUS**

### **Low**

Alert and Oriented  
Ambulatory  
Good Hygiene  
Knowledge

Cooperative  
Appreciative  
Independent  
Strong support system

## FIELD STAFF EMPLOYEE HANDBOOK

### **Moderate**

Mildly Confused

Note expressive

Elderly

Moderately dependent – needs

Reluctantly cooperative

Moderately poor hygiene

Uniformed

Minimum Assistance

### **High**

- Disoriented, combative, psychotic, demanding, irritable, emotional ill, mentally handicapped
- Injury that doesn't fit history, repeated fractures, suspicious bruises or burns
- Usually fearful, withdrawn
- Family history of violent behaviors
- Serious conflict and tension between clients and caregivers
- Poor hygiene and skin care
- Dependent; needs maximum assistance, chronically ill, physical handicap
- Evidence of inappropriate medication administration
- Indications of sexual abuse
- Threats, insults, harassment
- Refusal to allow visits by friends, travel, church, attendance, etc.
- Withholds affection
- Care giver displays inappropriate reaction to client's problem
- Care giver reluctant to give information or give contradictory information
- Malnutrition and/or dehydration
- High level of pain
- Chemically dependent behaviors that may be drug induced
- Poor or no support system, family unconcerned or detached
- Financial exploitation, unpaid bills, discrepancy between financial resources and living conditions
- Developmental deficits
- Frail
- Emotional or mental history/problems

## **REPORTING PROCEDURE**

A. All personnel who become aware that a client may have been maltreated or sustained an injury which is not reasonably explainable, shall report suspicions to the case manager or other management staff. An Incident Report and Quality Concern form shall be completed. AGENCY staff shall report any incident which constitutes an occurrence which is non-routine, and results or might have resulted in harm to a client or to the good will of the agency including but not limited to, any suspected maltreatment, any unexplained injury, mistake in the therapeutic conduct, accident, whether it constitutes maltreatment under the VAA.

- B. Abuse or neglect suspected
1. Daytime reporting procedure:
    - a. The case manager notifies the administrator immediately of suspected abuse or neglect. The administrator and the professional will be responsible for all further referrals regarding safety of the client.
    - b. If a decision is made to contact Adult Protection:
      - i. An oral report will be made immediately by the primary professional to the office of Adult Protection Services in the state of residence. (for Minnesota it is Minnesota Adult Reporting Center.) MAARC
      - ii. The professional will assist the physician in informing the caretaker, if appropriate, when requested.
      - iii. A written report will be completed by the primary professional immediately. The original of the written report will be sent to the office of the Adult Protection Services; a copy will be retained in the client's chart.
    - c. If a decision is made by the primary professional and the administrator that the incident is unsubstantiated and will not be reported to Adult Protection Services this reason will be documented, to be maintained as confidential information, and held in the home care offices as correspondence.
  2. Evening and weekend procedure
    - a. The professional employee will contact the attending physician and take the appropriate action.
    - b. If it is evident that the situation is serious and requires immediate intervention, one of the following agencies will be called:
      - i. Police (911); or
      - ii. The emergency social services agency for the appropriate county.
    - c. If it is determined that the situation is such that reporting can be delayed until the next morning (or on a weekend, until morning), then the procedure for daytime reporting will be used.
- C. Abuse or neglect suspected to be perpetrated by agency staff.
1. If any agency employee has reason to suspect that abuse or neglect has been perpetrated by an agency employee, that employee will notify the administrator of the incident and complete an incident report from within 24 hours.
  2. Immediately or on the next working day, the administrator will evaluate the occurrence. The administrator and other management staff may be involved.
  3. The administrator will be immediately removing the agency employee from client contact.
  4. The administrator will take further action as needed.
  5. The administrator will report the occurrence to the licensing agency.

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Survey and Compliance Section  
Minnesota Department of Health  
Minneapolis, Minnesota 55440  
(612) 348-8526

- D. Written notice to internal reporter. The agency will provide written notice to the internal reporter indicating whether the agency reported the incident to CEP. The written notice will:
1. Be provided to the reporter within two working days.
  2. Be provided in a manner that protects the confidentiality of the reporter (mailing the notice to the reporter at her home address with generally be the preferred method of providing notice, but discretion should be exercised).
  3. State that is the reporter is not satisfied with the action taken by the agency on whether the reporter the incident to the CEP, then the reporter may report externally; and
  4. Explain that the agency is prohibited from taking a retaliatory measure against the mandated reporter for making an external report in good faith.

### HOME CARE RESPONSIBILITY

- A. Admit clients that can be cared for safely. Discharge of clients when appropriate.
  - B. Educate staff regarding **Vulnerable Adult Laws** and responsibilities:
  - C. Do **Vulnerable Adult** assessment on all newly admitted clients.
  - D. Keep records of all **Vulnerable Adults** reporting by retaining a copy of the report in chart.
  - E. Audit compliance with policy as part of quarterly record review.
  - F. Recommend alternatives when appropriate.
1. Physically impaired or severe functional limitations.
    - a. A Registered Nurse, Physical Therapist, or Occupational Therapist will assess client's ability **or perform ADL's**.
    - b. Consultation with physician will be done if any questions or problems arise.
    - c. Obtain a physical therapy consult as indicated.
    - d. When independent living is no longer possible for the client, the nurse or social worker will help with alternative solutions.
    - e. Acquaint client and caregivers will community emergency solutions.
  2. Decreased and decreasing mental capacity.
    - a. RN assessment will identify caregiver.
    - b. RN will assess client over a period of time; she will instruct and supervise as indicated.

- c. Family members or other caregivers will be taught the care of the client as appropriate.
  - d. RN will consult with the Social Worker if the caregivers are in need for respite care.
- 3. Environmental hazard/safety concerns.
  - a. Client will be instructed in safety and **ADL's**
  - b. Social Worker will assess need for community resources as appropriate.
- 4. Lack of family support.
  - a. RN will inform Social Worker of need for community resources.
  - b. RN will monitor physical status of client. Reporters will be made to the physician as appropriate.
  - c. Home Health Aides will be arranged when indicated.
- 5. Lack of food, clothing, shelter or health care.
  - a. Social Worker will assess client for public financial assistance.
  - b. Meals on Wheels will be arranged.
  - c. Worker will refer to appropriate community resources.

## **REFERENCES; MINNESOTA STATUTE 626.577 ET.SEQ**

### **A. Subdivision 7. FAILURE TO REPORT**

- 1. A person required to report by this section who intentionally fails to report is guilty of a misdemeanor.
- 2. A person by this section to report who intentionally fails to report is liable for damages caused by the failure.

### **B. Subdivision 5. IMMUNITY FROM LIABILITY**

A person voluntarily making reports and a person required to make a reporter under Subdivision 3, participation is good faith in making a report pursuant to this section shall have immunity from any civil liability to otherwise might result from making the report.

### **C. Subdivision 8. EVIDENCE NOT PRIVILEGED**

No evidence regarding, he abuses, or neglect of the vulnerable adult shall be excluded in any proceedings arising out of the alleged abuse or neglect on the ground of lack of competence under section 595.02;

### **D. Subdivision 9. MANDATORY REPORTING TO MEDICAL EXAMINER OR CORONER**

When a person required to report under the provision of Subdivision 3 has reasonable cause to believe that a vulnerable adult has died as a direct or indirect result of abuse or neglect, he shall report that information to the appropriate medical examiner or coroner, in addition to the local welfare agency, police department, county sheriff or appropriate licensing agency or agencies. The medical examiner or coroner shall complete the investigation as soon as feasible and report the findings to the police department or county sheriff and the local welfare agency.

**Adult protection reporting:**

Reports are filed with **Adult Protection Unit** in the client's county of residence.

**X. HOW WE COMMUNICATE**

**A. Open Door Policy**

The Company is firmly committed to maintaining open lines of communication with all of its employees. The Company encourages its employees to bring suggestions, ideas, questions or concerns to the appropriate supervisor.

Job related questions should initially be discussed with the employee's immediate supervisor. Employees who do not feel their problem or question was satisfactorily addressed by their supervisor or who are uncomfortable discussing a particular issue with their supervisor are encouraged to contact their next level of management, Human Resources, or any other member of management with whom the employee feels comfortable.

**B. Problem Resolution: Let's Work Together**

We are concerned about *every* Company employee, and about every employee's concern, questions, or complaints. The Company has the following procedure for responding to employee concerns or complaints.

If you ever have a complaint, concern or question about any aspect of your employment at the Company, you are urged, and required, to use the following procedure:

1. Procedure

- a. In most cases, you must first talk with your supervisor if you have any concerns, complaints, or questions regarding your employment at the Company. Often, an informal discussion of such issues will lead to their quick, effective resolution. Be polite, but direct about your concern. If you have a concern, complaint or question that isn't resolved after you have had such an informal discussion, you should proceed to Paragraph b. If you don't feel comfortable approaching your supervisor about your concern, go to Paragraph e (i) and follow the instructions there.
- b., Please give your written complaint to your supervisor within 14 calendar days of the date the problem arose (unless you are following Paragraph e (i). Your supervisor will forward a copy of your complaint to the Company's management.

c. Complaint

Your written complaint should indicate:

- (i) Your name, position or department, and shift, if applicable.
- (ii) What you are unhappy about. State clearly what happened, who was involved, when it happened, why you believe it happened and why it is a problem for you.
- (iii) Provide any other information you think is relevant to your complaint; and
- (iv) Describe what you think should be done to correct the problem.

d. We will generally investigate and respond to your complaint within 10 to 14 days. This period may be extended, depending on the facts and circumstances of each case (such as the number of people who need to be interviewed or facts to be investigated).

e., Please keep the following additional guidelines in mind:

- (i) If you have a complaint or concern and you don't feel comfortable for any reason discussing it with your supervisor or submitting a written complaint to him or her, you must bring your complaint (verbally or in writing) to the Equal Employment Officer.
- (ii) Don't be afraid to speak for yourself. This is an informal procedure, and you should present your concerns in your own words. Formal representation of employees by other employees or non-employees is unnecessary.
- (iii) Retaliation against employees who raise concerns or complaints is prohibited and may result in discipline up to and including termination.

## C. Bulletin Boards

The Company maintains a bulletin board to keep employees informed of notices pertaining to matters directly concerning Company business and announcements of a business nature which are equally applicable and of interest to employees. Mandatory federal and state postings are displayed as well. Employees should check this board regularly for important notices including

information on safety and changes in policies, practices and benefits. Only official Company notices may be posted on this board.

#### **D. Personnel Information**

The Company maintains a personnel file on each employee containing appropriate employment records. Under Minnesota law, employees have the right to review the personnel files and are entitled to remedies if those rights are denied. Additionally, the Company will not: (a) require nondisclosure of wages as a condition of your employment; (b) take adverse employment action or retaliate against you for discussing your wages or another employee's wages (if voluntarily disclosed to you); or (c) require you to sign a waiver purporting to deny you the right to disclose your wages. If the Company fails to do any of the foregoing (a) - (c), you may have remedies under Minnesota law. Maintaining personnel files with up-to-date information is very important as it provides the Company with contact information in case of emergency, addresses for mailings, data for payroll purposes, and information required for insurance programs as well as other benefits. Please notify us of any relevant changes to your personal information. All changes in employee information must be written up on a payroll notice form and be put in the payroll box.

Personnel files are the property of the Company and access to the information they contain is monitored. Generally, only supervisors and management personnel of the Company, and third parties who the Company deems to have a legitimate reason to review information in a file, are allowed to do so.

### **XI. WHEN YOU NEED TO BE AWAY FROM WORK**

#### **A. Attendance**

You are expected to report for work on time and with a minimum of absences. Unnecessary absenteeism and lateness are expensive, disruptive, and places an unfair burden on your co-workers and your supervisor. Unsatisfactory attendance will adversely affect an employee's opportunity to be retained, promoted, receive pay increases or become eligible for certain benefits.

If you are going to be **more than 10 minutes** late you must call and report to the office.

If you are going to be late or absent for any reason, you must personally telephone the office and/or answering service prior to and as far in advance of your starting time as possible. Simply advising your client or a coworker is not acceptable notification for these purposes. Explain why you are going to be absent or late and when you expect to return to work.

It is your responsibility to ensure that proper notification is given, and that you provide your supervisor with a daily status report on your absence if you are absent more than one day, until you return to work.

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An excused absence occurs only when the Company approves an employee's request for legally mandated leave or for approved absence for another sufficient reason. The Company reserves the right to require satisfactory documentation or substantiation of reasons for employee absences or lateness for work. Employees must continue to notify their supervisor daily during an extended absence.

If an employee is absent for three consecutive days without notifying his/her supervisor, or after notice but without approval of a legally mandated leave or sufficient reason for the absence, it will be treated as a resignation or job abandonment and employment will be automatically terminated.

Excessive absenteeism/tardiness can lead to disciplinary action. Good attendance, being on time and honesty in connection with any absenteeism or tardiness which is unavoidable are essential to successful employment at the Company.

### **B. Family and Medical Leave of Absence**

#### **a. Eligibility**

Employees are eligible for FMLA leave in the amounts described below if they have worked for All HomeCaring & At Home With Care at least twelve (12) months prior to the commencement of the leave and have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period prior to the leave.<sup>1</sup>

#### **b. Twelve (12) Week FMLA Availability**

All HomeCaring & At Home With Care offers unpaid Family and Medical Leave of Absence (FMLA) leave to eligible employees for the following reasons:

- (i) for the birth, adoption, or foster care placement of a child.
- (ii) for the employee's own "serious health condition" or the "serious health condition" of the employee's spouse, child, or parent; and
- (iii) For "exigency" situations involving an employee, or the employee's spouse, child, or parent, called to duty as part of

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<sup>1</sup> Employees who do not meet the eligibility requirements under the FMLA may still be eligible for six (6) weeks of unpaid leave for the birth or adoption of a child under the Minnesota Parenting Leave law, if they have worked for the Employer for at least twelve (12) consecutive months for an average of twenty (20) hours per week. FMLA and Minnesota Parenting Leave Act leaves run concurrently (at the same time). Therefore, if any employee's leave qualifies as both FMLA and MPLA, the leave will be credited against both leave entitlements simultaneously.

the Armed Forces (including National Guard or a branch of the Reserves). Exigencies include various events (i.e., military events, counseling sessions) and arrangements (i.e. alternative childcare, financial/legal arrangements) associated with deployment. Human Resources can provide more details on what qualifies for this type of leave.

“Serious health condition” is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the

employee’s job or prevents the qualified family member from participating in school or other daily activities. Continuing treatment may be met by: (1) a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider; or (2) one (1) visit to a health care provider and a regimen of continuing treatment; or (3) other equivalent conditions.

c. Twenty-Six (26) Week FMLA Availability

An eligible employee is entitled to twenty-six (26) weeks of leave to care for a covered member of the Armed Services (“Service member”) undergoing medical treatment or therapy for, or for recuperation from, a serious illness or injury incurred in the line of duty. A covered Service member is: (1) a current member of the Armed Forces (including National Guard or Reserves); or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the veteran. If an employee takes leave to care for a covered Service member, he or she is entitled to twenty-six (26) weeks of FMLA leave during one (1) twelve (12) month period, rather than the twelve (12) weeks described above. The twenty-six (26) weeks will be measured forward from the date an employee’s first FMLA leave to care for the covered service member begins. However, the employee will only be entitled to a total of twenty-six (26) weeks for *all* leave taken during that twelve (12) month period (including FMLA leave taken for other reasons).

d. Intermittent Leave

In all of the above cases, except birth, adoption, or foster placement of a child, the leave may be taken “intermittently” or on a reduced leave schedule, but only when medically necessary. The employee must provide medical certification in support of a leave due to serious illness, or for “caregiver leave” for the ill or injured Service member. All HomeCaring & At Home With Care reserves the right to require a medical certification, recertification, or confirmation thereof from a health care provider of All HomeCaring & At Home With Care’s choice and at its expense.

e. Procedure

If the FMLA leave is foreseeable, the employee must notify All HomeCaring & At Home With Care at least thirty (30) days prior to the first day of the FMLA leave. If the FMLA leave is not foreseeable, the employee must comply with All Home Caring's normal policies for notifying the company of an absence (See the Absenteeism/Tardiness Section). Employees must provide sufficient information for All HomeCaring & At Home With Care to determine if the leave may qualify for FMLA protection and the anticipated start date and return date of the leave. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt All HomeCaring & At Home With Care's operations. All Home Caring will notify the employee within five (5) business days of a request as to whether the employee is eligible for FMLA and whether the leave will be covered by the FMLA, provided that, in cases where five (5) days' notification is not possible, All HomeCaring & At Home With Care will attempt to designate the leave as FMLA-qualified as soon as reasonably possible under the circumstances and may so designate leave, before or after commencement, even when not requested by the employee when eligibility is not contested.

If the leave is for a "serious health condition" of the employee or one of the employees' s qualifying relatives, All HomeCaring & At Home With Care requires a medical certification from a treating doctor indicating that the condition qualifies. These forms are available from Human Resources.

f. Pay and Benefits

FMLA leave is not paid leave by All HomeCaring & At Home With Care. If the employee has vacation or other PTO time available, the employee must use the vacation or PTO time for the FMLA leave and such time will count both as FMLA leave and as vacation or PTO. Certain employees may be eligible for short-term disability pay in the event of a serious illness of the employee, but the receipt of short-term disability or workers' compensation benefits during FMLA leave shall not extend the FMLA leave beyond the applicable twelve (12) or twenty-six (26) week limits.

Employees do not accrue vacation, PTO, or other leave grants during the FMLA leave, nor will the employee receive holiday pay for any holidays which occur during the FMLA leave. Employee use of FMLA leave will not result in the loss of any employment benefit that was available prior to the start of an employee's leave.

All HomeCaring & At Home With Care will continue to provide group health insurance benefits to employees on FMLA leave, provided they were eligible for such benefits prior to the leave, so long as the employee continues to be pay his/her portion of the premium, which may also be deducted from any pay received by the employee during the FMLA leave. If the employee does not receive compensation from All HomeCaring & At Home With Care during the FMLA leave, the employee must pay the premium to All Home Caring on or before the time it would otherwise be made if by payroll deduction. If the employee does not return to work by the required FMLA return date, the employee will not be eligible for reemployment and will be

required to reimburse All HomeCaring & At Home With Care for premium payments made during the FMLA leave. The employee may, however, be eligible for COBRA insurance continuation at his or her own cost in that case if back payments are promptly made for any outstanding premiums due for the period of the FMLA leave.

g. Return to Work

Employees returning to work from FMLA leave will normally be restored to the same position held prior to the leave, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Returning employees retain eligibility for any group benefits for which they were eligible prior to the leave, including group health insurance, even if the employee did not pay the employee's portion during the FMLA leave, but All HomeCaring & At Home With Care retains the right to recover any unpaid employee portion of group health insurance for the period of the FMLA leave, upon the employee's return to work, by payroll deductions or otherwise.

If the FMLA leave was for the employee's own serious illness, the employee must submit a medical certification to All HomeCaring & At Home With Care which states that the employee is able to resume work and perform all the essential duties of his or her position before the employee may be restored to his/her same position. All HomeCaring & At Home With Care will provide a list of essential job functions to the employee's physician at the time the leave is designated, so that the treating physician will be able to give an informed opinion about the employee's return to work and any restrictions.

The legal requirements concerning medical and other leaves are complicated. Employees' rights to FMLA leave are legally defined and All HomeCaring & At Home With Care will respect them. Employees who have any questions or concerns about FMLA leave rights or rights under state or federal leave law should raise them with the Human Resources Representative. Employees may also bring them to the U.S. Department of Labor or to a private attorney. Employees who have any questions about their entitlement to leave should the contact Human Resources Representative for more information.

**C. Parental and School Conference/Activity Leaves of Absence**

1. Parental Leave of Absence

The Company offers unpaid Parental Leave of Absence (PLA leave) to eligible employees for the birth or adoption of a child. Employees are eligible for up to twelve (12) weeks of PLA leave, if they have worked for the Company for at least twelve (12) consecutive months preceding the request for an average of twenty (20) hours per week. PLA leave is not paid by the Company, but the Company will continue to make group health insurance coverage available to the employee while on leave of absence at the employee's cost. Also, employees must use any accrued paid time off with PLA leave under this policy, provided that such use does not increase the twelve (12) weeks of leave available under the policy. Any leave granted under this Parental Leave Policy will run concurrently with any similarly qualified leave under the FMLA.

PLA leave must begin within 12 months of the birth or adoptions, unless the child must remain in the hospital longer than the mother, in which case the leave must begin within 12 months after the child leaves the hospital.

An employee returning from a PLA leave longer than one month must notify a supervisor at least two weeks prior to returning from leave to confirm the date of return. Upon returning from PLA leave, the employee shall be restored to the same position held prior to the leave, or to a position with comparable duties and hours at the same rate of pay the employee had been receiving when the leave commenced, together with any automatic adjustments in that pay rate occurring during the leave. The employee shall also retain available pre-leave employment benefits.

## **2. School Conference/Activity Leave**

Eligible employees may take unpaid leave up to a total of sixteen (16) hours during any twelve (12) month period to attend pre-school or school conferences, observations or activities related to the employee's child, if such conferences, observations or activities cannot be scheduled during non-work hours. Employees are eligible for such school conference activity leave if they have worked for the Company for at least twelve (12) consecutive months preceding the request for an average of twenty (20) hours per week.

When School Conference/Activity Leave cannot be scheduled during non-work hours, and the need for the leave is foreseeable, the employee must provide reasonable prior notice to the Company of the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt

the Company's operations. Employees must use accrued paid time off for school conference/activity leave under this policy.

## **D. Military Leave**

It is the Company's policy to offer reemployment to employees returning from military service in appropriate circumstances. The Company requests as much notice as possible for those desiring a military leave. Such reemployment opportunities will be granted for employees as follows:

1. Employees entering active military service for a single enlistment period will be granted a general unpaid military leave of absence. The Company will reinstate employees returning from military leave to their former jobs, or to an equivalent

position, except in cases where changed circumstances make it impossible to do so or create an undue hardship for the Company.

2. Employees who are members of a National Guard or Military Reserve unit may elect to treat summer training periods as vacation with pay to the extent the employee has available vacation grants for the period.
3. Employees who elect not to treat military training periods with a National Guard or Military Reserve unit as vacation will receive unpaid military leave for the period of the training.

#### **E. Funeral Leave**

Funeral leave will be an unpaid excused absence, in case of death in the immediate family. Employees should notify their supervisor immediately in the event of such an occurrence.

The Company defines “immediate family” for these purposes to mean the employee’s spouse, children, mother, father, brothers, sisters, father-in-law and mother-in-law. For absences to attend the funeral of a relative other than a member of the immediate family, a supervisor’s approval will be required, and any leave granted will be unpaid.

The Company will generally approve employee requests for funeral leave, in the absence of unusual operating requirements. The Company reserves the right, however, to refuse to grant such leave at its sole and absolute discretion. An employee who is granted funeral leave may, with his or her supervisor’s approval, also use any available accrued paid time off for such funeral leave and for any additional time off as necessary.

#### **F. Jury Duty Leave**

The Company encourages its employees to fulfill their civic responsibilities by serving jury duty when required, but such jury service is unpaid by the Company. An employee requesting jury leave must show the jury duty summons to his or her supervisor as soon as possible after he or she receives it, so that the supervisor may make arrangements to accommodate the employee’s absence. The employee is expected to report for work whenever his or her court schedule permits. Either the Company or the employee may request an excuse from jury duty if the employee’s absence would create serious operational difficulties for the Company.

#### **G. Leaves of Absence (Generally)**

Leaves of absence will only be granted with prior approval to eligible full-time employees. Leaves of absence must be pre-approved and may be granted or denied at the Company’s sole discretion. Except where required by law, seasonal, temporary, part-time and introductory workers are not eligible for leaves of absence. The Company reserves the right to require satisfactory

documentation or substantiation of reasons for employee leaves of absence. In each case, leaves are unpaid and subject to restrictions.

### **I. Inclement weather**

Occasionally, the Company's business hours may be altered, or operations may be reduced or temporarily closed down due to inclement weather or emergency conditions. If threatening weather is forecast or occurs, contact the office for more information prior to your start time. If such an event occurs after the business day commences, employees may be sent home by decision of the Company. Employees who elect to stay home, or to leave when operations are continuing, will be considered absent without excuse unless approved by your Supervisor.

## **XII. HOW WE CARE FOR YOUR HEALTH AND SAFETY**

### **A. Safety and Health**

The Company is committed to providing all employees with a safe work environment. Safety is an integral part of each employee's job.

All employees are responsible for working safely and maintaining a general safety awareness of their surroundings, to use good judgment and common sense, to follow proper procedures and to comply with OSHA standards and Company safety rules. All employees are expected to maintain good housekeeping on our premises and work sites.

No matter how minor a potential or suspected safety hazard might be, employees must immediately report it to their supervisor. Correcting a safety hazard before an injury occurs is the best way to prevent workplace accidents. Personal hygiene and clean work areas make for a more pleasant, as well as a safer, place to work. Employees are required to wash or sanitize their hands before returning to work after visiting the toilet areas.

Any employee who is furnished safety equipment by the Company will be required to wear such safety equipment at all times while doing the work for which the equipment is furnished. Safety equipment furnished by the Company, which is damaged or worn out in use, will be replaced free of charge, provided the worn or damaged equipment is turned in when the new equipment is issued. Employees who abuse or lose equipment, however, will be subject to discipline.

**BE HEALTH, SAFETY AND FIRE-PREVENTION CONSCIOUS.**

### **B. Medical Examinations**

Medical examinations may be required for personnel as a condition of a final offer of employment, for determination of fitness to return to work, for assessment of accommodations, for confirmation of reasons for absence or leave, and in other appropriate circumstances. Such examinations will be conducted at the Company's expense and conducted by a Company-appointed doctor. Pre-employment examinations will only be conducted after the Company has extended a conditional offer of employment to the applicant. Employment, return to work or a new job assignment is conditional on receipt of a satisfactory doctor's report when an examination is required, even if the employee has provisionally begun work prior to receipt of all such information. Any such procedures will be designed and administered in conformance with applicable law, and at employer expense when the law so requires.

## C. INFECTION CONTROL

### **Cleaning, handling, and disposal of patient care items and infectious waste**

**Purpose: to reduce the risk of cross-contamination of patient care items and patient care environment.**

#### **PROCEDURES:**

All employees at risk of cross-contamination are to wear the appropriate personal protection. (Gloves, gown, mask, etc.)

1. **Cleaning of bed pans and commodes:** Bedpans and commodes should be cleaned on a regular basis. Cleaning with household detergent should be adequate in most cases. If the bed pans or commode has body fluids containing blood, the person cleaning should wear utility gloves and other appropriate barriers. Hot soapy water should be used to clean the soiled objects, followed by disinfecting, using one (1) cup of household bleach to ten (10) cups of water.
2. **Handling of sharp items:** Sharp items (needles, scalpel blades, etc.) should be considered potentially infectious and handled accordingly.
3. **Disposal of needles and syringes:** When disposing of needles and syringes, place the syringe and uncapped needles directly in a hard plastic non-porous container.

To prevent needle stick injuries, **DO NOT** recap, purposefully bend, break, remove from disposable syringe, or otherwise manipulate needles by hand. **DO NOT** over fill the hard plastic non-porous container. Contact the office if a sharp container is needed or needs to be replaced.

4. **Infective wastes:** Identifying wastes for which special precautions are indicated is largely a matter of judgment about the relative risk of disease transmission. The most practical approach to management of infective wastes in the home is to identify those wastes with which the potential of causing infections during the handling and disposal and for which some special precautions appear prudent.

While any items that had contact with blood, exudents, or secretions is potentially infective, is not usually considered practical or necessary to treat such waste as infective.

However, for the safety and protection of employees, the policy of this company is to use universal precautions for all handling and disposal of bodily waste.

5. **Disposal of dressing:** All used dressings should be placed in a plastic bag (baggie) before placing in the trash. If the dressing is grossly soiled or contains blood, double bagging is recommended.
6. **Body Fluids:** Bulk blood, suctioned fluids, excretions, and secretions may be carefully poured down a drain/toilet connected to a sanitary sewer.
7. **Other disposable solids:** All over contaminated disposable solids (disposable glass, rubber or plastic items, I.V. supplies, sutures set, suction tubing, catheter care supplies, etc.) should be double bagged. The inner bag may be paper or plastic. Tie each bag securely. Place in regular home trash pickup.
8. **Antiseptics:** Antiseptics are commonly used to reduce the number of microorganisms before a procedure is performed. Acceptable commonly used products include Iodophil (i.e Betadine, Provadine-Iodine, Hibiciens, alcohol.) **A product with alcohol content of 70% or more is recommended.**
9. **Thermometer:** A clean thermometer for each client and/or a thermometer sheath to cover the thermometer will be used.  
  
Rectal thermometer must be used for rectal use only and oral thermometer for oral use only.
10. **Cleaning blood pressure cuff:** Since blood pressure cuffs are routinely used from client to client, it is important to assure a clean blood pressure cuff and to lessen the number of microorganisms.  
  
Please check the manufacturer's recommendations for cleaning. Normally most cuffs can be cleaned with liquid soap and running water. Rinse well and air dry.  
  
Frequently used blood pressure cuffs should be cleaned monthly or more often if indicated.
11. **Storage of supplies:** All supplies kept in the office must be kept in a locked, dry cabinet.

Supplies kept in the client's home should be kept on dry shelf, drawer or cabinet.

If the seal of a sterile supply is broken or opened, the supply should be considered contaminated and should be disposed of.

12. **Nursing bags:** The nursing bag is an essential part of the nurse's equipment. Contents of the bag must always be clean, and care must be used to prevent contamination of articles contained in the bag. If possible, take only those items necessary into the client's home.

Never place the bag on the floor, trunk of the car, or on moist or dirty surfaces.

Hands must be washed before and after client's contact, and before reentering the bag.

Never place contaminated items into the bag.

Weekly, or so often as needed, remove all articles, wash inside of the bag with soap and water, and dry thoroughly. Wipe outside of the bag with damp cloth.

## **OCCUPATIONAL EXPOSURE TO BLOODBORNE PATHOGENS**

The employer shall identify all employees who are directly exposed or whose jobs have the likelihood of exposure to blood or other potentially infectious materials.

Fluid intake that has been recognized by the **Centers for Disease Control** directly linked to the transmission of **HBV** and/or **HIV** are blood products, semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, peritoneal fluid, pericardial fluid, amniotic fluid, concentrated HIV and HBV viruses, and saliva in dental setting.

The employer shall make an exposure determination without regard to the use of personal protective equipment.

## **UNIVERSAL PRECAUTIONS**

The term "**universal precautions**" refers to method in which all human blood and other potentially infectious materials are treated as if known to be infectious of **HBV** and **HIV**.

Universal precautions do not apply to feces, nasal secretions, sputum, sweat, tears, urine or vomitus, unless they contain visible blood.

## **PERSONAL PROTECTIVE EQUIPMENT**

**Personal protective equipment** is specialized clothing or equipment used by workers to protect themselves from direct exposure to blood or other potentially infectious materials.

The employer shall provide (if the client's diagnosis requires) and assure the employee use of appropriate personal protective equipment such as, but not limited to, gloves, gowns, laboratory

coats, fluid resistant aprons, head and foot coverings, face shields, masks and eye protection, mouthpieces and resuscitation bags, and pocket masks.

The employer shall assure the appropriate personal protective equipment is available in a variety of sizes and readily available.

The employer shall provide for the cleaning, laundering or disposal of personal protective equipment.

## **HBV VACCINE**

The HBV vaccination shall be offered at no cost to the employees whose jobs involve the high-risk category.

### **High Risk**

- A. Tasks that involve **EXPOSURE** to fluids that have been recognized by the **Center for Disease Control (CDC)** as directly linked to the transmission of **HBV** and/or **HIV** or blood products, semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, peritoneal fluid, pericardial fluid, amniotic fluid, concentrated HIV viruses, and saliva in dental settings.
- B. Registered nurses, licensed practical nurse.
- C. Protections:
  - Use of appropriate protective barrier products and equipment should be required for every employee engaged in category 1 tasks.

### **Moderate Risk**

- A. Tasks that involve **NO EXPOSURE** to blood, body fluids or tissue but employment may require performing unplanned category 1 risk.
- B. Personal care attendants, home health aides, homemakers, chore.
- C. Protection:
  - Appropriate protective barrier products and equipment should be readily available to every employee engaged in category 2 tasks.

### **Minimal Risk**

- A. Tasks that involve **NO EXPOSURE** to blood, body fluids or tissue, and employment conditions will not require the performance of any category 1 tasks.
- B. Office personnel.
- C. Protection:
  - Protective measures are not required.

**\*\*\*Inform the office if status changes and puts you at higher risk\*\*\***

## **POST EXPOSURE EVALUATION AND FOLLOW UP**

Following a report of an exposure incident, the employer shall make available to the employee a confidential medical evaluation and follow-up of the incident.

The employer shall document the route of exposure, HIV and HVC status of the source patient(s), if known, and the circumstance under which the exposure occurred.

The employer shall notify the source patient(s) of the incident and attempt to obtain consent to collect and test the source's blood to determine the presence of HIV and HBV infections.

The employer shall offer to collect a blood sample from the exposed worker as soon as possible after the exposure incident for determination of HIV and/or HVC status.

The employer shall offer report HIV testing exposed employee(s) six weeks post-exposure and on a periodic basis thereafter (12 weeks).

Follow-up of the exposed worker shall include physician counseling/teaching, medical evaluation of an acute fertile illness that occurs within 12 weeks post exposure, and use of safe and effective post exposure measures according to recommended for standard medical practice.

## **RECORD KEEPING**

The employer shall track each client's report exposure incident to blood or other potential infectious materials.

Needle stick injuries shall be included on **OSHA 300 Occupational Injury and Illness Log** if medical treatment such as Gamma Globulin, Hepatitis B immune Globulin, or Hepatitis B vaccine or prescribed and administered by licensed medical personnel.

## **SAFETY GOALS AND OBJECTIVES**

Management is committed to providing its employees with a safe and healthful work environment. To achieve this environment, the company has set forth goals and objectives to be met and tactics by which they will be accomplished.

### **Goals:**

1. Help develop safe working habits and attitudes among employees.
2. Provide a channel of communication between workers and management.

### **Objective**

1. To establish a safety program that will reduce the number of injuries and accidents to a minimum.
2. To reduce the number of accidents by 10% over the next year.

**Tactics:**

1. The quarterly review past injuries for trends by types and causes of injury accidents.
2. Annual review of the safety program to meet the current safety training in the following areas.
3. To provide supervisors and employees with safety in the following areas.
  - \*Employee right to know.
  - \*Safe work practices.
  - \*Fire safety in the home.
  - \*Safe techniques in client/patient handling.
  - \*Universal Precautions.
  - \*Occupational exposure to blood borne pathogens.

**RESPONSIBILITIES OF THE EMPLOYEE**

We want our employees to be the safest, most knowledgeable, and most conscientious employees anywhere in our industry. To develop and maintain such a professional image, our management must provide them with the proper training and safety education.

**THE EMPLOYEE MUST:**

1. Understand all safety rules and policies and work in such a manner that will properly enforce them.
2. Inspect their work area equipment and immediately report any unsafe conditions to their supervisors.
3. Immediately report all accidents or injuries to their supervisors.
4. Attend, if required, all safety in-services.
5. Use all required personal protective equipment.
6. Dispose of all infectious waste material as recommended by

**D. SUBSTANCE USE AND ABUSE**

The Company is strongly committed to providing a safe workplace for its employees and promoting programs with a high standard of health. Consistent with this commitment, the Company will strive to maintain a work environment that is free from the effects of alcohol, illegal drugs or any controlled substance. Reporting to work under the influence of illegal drugs or alcohol, or the possession, storage, transfer, dispensation, distribution, manufacture, or use of any illegal drug, alcohol, or controlled substance while on the Company premises, at the Company's work site or in Company vehicles is strictly prohibited. These activities may create unsafe working conditions, result in serious violation of the Company's work rules, and can jeopardize your co-workers and the Company.

**1. Alcohol**

Consumption of alcohol on the Company premises (including the Company parking lots) on any project or job site is prohibited.

**2. Drugs**

Drugs are defined as any behavior-modifying product or substance, including marijuana. Employees are prohibited from possessing, storing, transferring or using drugs, or reporting for work under their influence. The only limited exception to the prohibition against drugs is prescription drugs. An employee who is taking any prescription drug or medication that may affect his or her ability to work safely is responsible for informing his or her supervisor before beginning work. However, the Company must receive prior notice and satisfactory confirmation from a health care provider that the drug has been prescribed to the employee for a current condition. Even in such cases, however, the employee must be able to perform the essential functions of his or her position with or without reasonable accommodation, and without posing a threat to the health and safety of the employee, co-workers, customers, vendors, business partners, or the public while using the drug. The Company may restrict or prohibit the employee from working while using prescription drugs.

**3. Smoking**

Smoking is only allowed where expressly permitted. Smoking **is not** prohibited in the Company office or personal ILS workers vehicles while transporting clients. Follow the customer's and vendor's policies and work site regulations on smoking. Cigarette butts must be disposed of properly. Failure to comply with applicable smoking policies may result in disciplinary action.

**E. Temporary Alternative Work: Light/Restricted Duty**

The Company will offer light/restricted duty positions, to the extent available, only to current regular employees of the Company who have been injured in the course of employment and are

entitled to benefits under the workers' compensation statute. Non-employee applicants for employment and employees injured away from work are not eligible for light/restricted duty positions.

Employees injured in the course of employment who have been certified for return to work must provide a satisfactory response from their physician to the Company's requests for information so that appropriate placement to a light/restricted duty position may be made, to the extent positions are available. Some restrictions may prevent any placement in a light/restricted duty position at the Company, even though those restrictions may permit employment with another employer.

Light/restricted duty positions will be limited in number, and the Company will not create additional positions when such positions are unwarranted or uneconomic. In all cases, the essential duties of a position must be performed by the employee, or the light/restricted duty position will be denied.

Employees may not work in these positions beyond a period of twelve (12) weeks, subject to availability of positions and in accordance with state and federal law. If an employee who is subject to medical restrictions is able to perform all the essential duties of a regular full-time position within those restrictions, that individual's employment status is "regular" and not that of a light/restricted duty position employee.

#### **F. Workplace Violence**

The Company's policy is to promote a safe environment for its employees. The Company is committed to working with its employees to maintain a work environment that is safe, secure, and free from violence, threats of violence, harassment, intimidation and other disruptive behavior. Physical violence, threats of physical violence, harassment, intimidation and other disruptive behavior in our workplace or involving the Company's employees, vendors, customers, or other business partners will not be tolerated; that is, all reports of incidents will be taken seriously and dealt with appropriately. Individuals who commit such acts may be removed from the premises and may be subject to disciplinary action, up to and including termination, criminal penalties or both.

Due to client diagnosis, some clients may have aggressive tendencies. If we are aware of the situation, we will discuss this with you prior to job assignment along with procedures to follow if you as an employee ever feel threatened. If you feel that you would not be able to work under this type of condition, you may always refuse the shift. If you decide to take the shift and after working with the client you decide that it is not appropriate for you, we will remove you from the shift immediately. We will always follow up with client regarding any reports of threatening behavior. You must report these types of situations immediately to the Human Resource Director or the Director of Nursing.

Also, there are clients that we may be unaware of any aggressive tendencies that we would not be able to discuss with you prior to your job assignment. If you find yourself working with a client that ever shows any signs of threatening behavior report it immediately to the Human Resource Director or the Director of Nursing. If you request, we will immediately remove you from the job assignment.

If you ever feel that you are in immediate danger remove yourself from the client's home and immediately call All HomeCaring &/or At Home With Care for further instruction. If you are working for a client that cannot be left alone: either find yourself a safe place in the home or step out of the house and call us immediately. If it is afterhours and there is no answer call 911 for emergency help. Additionally, if you ever need immediate help in a threatening situation always call 911 first before reporting to All HomeCaring & At Home With Care.

All Company employees are responsible for notifying their supervisor of any acts or threats of violence they have witnessed, received or been told that another person has witnessed or received. Even without an act or threat of violence, employees should also report any behavior they have witnessed which they regard as threatening or violent when that behavior is job related or might be carried out on a Company controlled site or is connected to Company employment.

In support of this policy, the Company also establishes a no weapons policy. No employee, visitor, guest, vendor or anyone else dealing with the Company in the course of business may possess, transport or use a weapon of any kind while on Company property or at any Company sponsored event. The only exception to this rule is in the case of a firearm in an employee's personal vehicle for which the individual has a state issued carry permit. ILS Workers vehicles may not be used to transport weapons. Weapons include all firearms, knives, explosives or any device which is likely to produce bodily harm and which the Company, at its discretion, deems dangerous. Small pocketknives or knives designed and used in the production process or in the preparation of food are generally not prohibited by this policy.

### **XIII. PROTECTING OUR BUSINESS**

#### **A. Confidentiality**

The nature of our business is highly competitive. Confidential, trade secret, or proprietary information ("Confidential Information") includes, but is not limited to, discussions, documents and research, notes, memoranda and data (including audio and video tapes and electronic or computer data stored on hard drives, disks or otherwise) regarding proposals, estimates, pricing, bidding, projects, marketing, customers and prospective customers and projects, which employees prepare, compile, have access to, or receive at any time during the course of their employment. "Trade secrets" do not include common trade skills or inventions the employee devises outside his or her employment with the Company. If you are ever in doubt as to whether information is restricted or confidential, treat it as such until you are advised in writing by your supervisor or a Company officer to the contrary.

Employees shall not disclose or provide any such Confidential Information to outsiders without the prior written authorization of a Company officer, except as provided in the final paragraph of this Section. An employee's unauthorized disclosure or removal of Confidential Information may result in possible civil and/or criminal prosecution, as well as discipline.

When your employment with the Company ends, you must return all Confidential Information and all other Company property, documents, materials, tools or equipment issued to you by the Company during the term of your employment, including all copies and information storage versions and including any Company information and Company customer information stored on your Personal Electronic Devices as that term is defined earlier in this Handbook. Examples of these items are but is not limited to computer bags, laptops, keys, flash drives, downloaded printed reports, documents, spreadsheets, manuals, etc. Your obligation to maintain the confidentiality of such information and not to disclose or remove it continues, both during and after your employment with the Company, without time limitation.

Nothing in this Section is intended to discourage an employee from discussing his/her own terms and conditions of employment, or the terms and conditions of other employees who freely share such information with other employees, or with third parties who are not competitors of Employer, or from engaging in concerted activity with such employees or third parties.

## **B. Notice/Policy on Privacy in Connection with Employment**

The Company reserves the right to investigate and to interview employees in the course of implementing and enforcing our policies, to require truthful answers to inquiries in connection with such investigations and interviews, to administer tests, to conduct searches of employees' persons, vehicles, workstations and locations, furniture, clothing, purses, briefcases, luggage, lockers, toolboxes, personal items and other possessions, mail addressed to employees at work, documents, computer, e-mail, voicemail, Internet and telephone communications and databases and any and all other articles or information within their possession or control while employees are on duty, on Company, customer, vendor, or business partner property or while operating or being transported in a commercial motor vehicle or any other vehicle used, at that or any other time, in the service of the Company.

The Company may, in its sole discretion, take into custody any items or information which it deems to represent possible evidence of a violation of its policies or local, state or federal law. An employee's interference, non-cooperation or refusal to submit to such investigations, interviews, searches and seizures, or to required tests, may lead to disciplinary action, up to and including discharge.

## **C. Moonlighting**

Employees may engage in outside employment (including self-employment) or any non-employment activities while working for the Company so long as such activity does not conflict with your commitments to the Company or with the Company's interests. Please notify your supervisor if you are considering outside employment. The Company may object to outside employment activities if it feels the outside employment violates this policy. The Company's work requirements, including any Company overtime, must take precedence over any outside employment.

#### **D. False Information and Claims**

The Company will not pay medical, income replacement or other benefits for injuries or sicknesses resulting from other employment or self-employment, or from outside activities. Providing false information to the Company, any attorney, investigator, health care or treatment provider, insurer or government agency or tribunal in connection with a claim for benefits, or in pursuit of any other legal remedies, or acting in bad faith in connection thereto, will result in civil and/or criminal prosecution, forfeiture of benefits and/or civil damages in addition to discipline. Filing a charge, proceeding with other legal remedies or cooperating with a governmental investigation, in good faith and without falsification of facts, will not constitute a violation of this policy and will not be grounds for discipline.

### **XIV. HIPAA**

#### **A. Client Confidentiality**

Agencies are bound by very strict laws (**HIPAA**) regarding the release of all information concerning clients. Remember what is said and done in the home stays in the home. Do not discuss or share any client's information with anyone including other clients, relatives, friends, etc. If you have any concerns or questions regarding your client, you may discuss with your Supervisors **ONLY**.

#### **B. Employee Confidentiality**

The Company is committed to protecting and safeguarding against the improper disclosure of employee medical information. The Company's EEO Officer is designated as the Company's Medical Information Officer. In this capacity, the Medical Information Officer is responsible to ensure that the Company maintains safeguards against the improper disclosures of an employee's medical information. For all non-routine disclosures of an individual employee's medical information, the Company will provide notice to the affected employee and obtain his/her consent before disclosure is made. The Company will document all disclosures of an employee's medical information. Employees are instructed to direct any questions or complaints

regarding medical information or the Company's policies or procedures concerning medical information to the Medical Information Officer. Further, any employee may bring a complaint, ask a question or raise a concern regarding medical information without concern over adverse employment action.

## **XV. HEALTH REQUIREMENTS**

The Department of Health requires Home Health Agencies to have on file, health data for each employee. This information must be in your personnel file before an assignment is given. A statement shall be obtained from the employee's physician should the medical record deem it necessary.

### **A. Tuberculin Testing (Mantoux)/Chest X-Ray**

The Company is responsible for assuring that employees show freedom from tuberculosis. All employees shall have a current (within 90-days) 2-step standard intradermal tuberculin test (Mantoux) or TB blood test before starting employment.

Mantoux's can be administered in the office by a licensed nurse. You may also have your Mantoux's administered by your primary care clinic and any other clinics at your own discretion/payment. If you choose to receive your Mantoux elsewhere other than at our office, you must furnish proof that you are free from tuberculosis.

The Mantoux site is required to be visually inspected by a licensed medical professional within 48-72hrs after the Mantoux has been administered. If you miss to have it visually inspected within the required time, AGENCY offers another Mantoux at a small fee of \$15.00. This fee applies to any additional Mantoux that is required.

**Chest x-rays with a medical evaluation to exclude a diagnosis of active TB, will only be accepted if an employee has had a positive reaction to the TST or TB blood test. A copy of this information is kept in each personnel file.**

### **B. License Verification**

The Company will verify all professional licenses and certificates prior to employment. A copy of the applicant's current license/certificate is included in the personnel file. In cases where authenticity is questionable, the license/certificate will be verified by the **Minnesota Boards**.

The Company will require a copy of employee driver's licenses and auto insurance (if applicable), to be kept in each personnel file.

### **C. CPR Certification**

All medical personnel who have **CPR** training will provide The Company with proof of certification and a copy of the certification will be included in the personnel file. Re-certification is required on a yearly basis and a copy of new certificate will then be included in the personnel file.

#### **D. In-service Requirement's**

3. **Paraprofessionals** are required to have a minimum of 12 hours of in-service education per calendar year (prorated depending upon the date of hire). This must include one hour of Infection Control each year. Failure to meet this federal regulation may result in suspension from work until all in-services are completed. **All Home Caring** will offer self-learning modules to meet this requirement, or you may attend in-services sponsored by other agencies, but you must bring certificates of attendance for your file. In-office classes are also available.

4. **Homemakers** are required to have a minimum of 24 hours of in-service education per calendar year (prorated depending upon the date of hire). This must include Infection Control each year. Failure to meet this federal requirement may result in suspension from work until all in-services are completed. **All HomeCaring** will offer self-learning modules to meet this requirement, or you may attend in-services sponsored by other agencies, but you must bring certificates of attendance so we can make a copy for your file.

6. **ILS – Workers** are required a minimum of six hours in-services education per calendar year (prorated depending on date of hire). In-services will relate to rehabilitation disability, and all ILS goals areas and approaches listed below.

## **XVI. RESIGNATION/TERMINATION**

### **A. Resignation/Termination**

Termination of employment is an inevitable part of business. Examples of some of the most common circumstances under which employment is terminated include:

**RESIGNATION** - voluntary employment termination initiated by the employee when further gainful employment with another employer or self-employment is expected.

**DISCHARGE** - involuntary employment termination initiated by the Company for reasons other than those described below under Layoff, Reduction-in-Force.

**LAYOFF, REDUCTION IN FORCE** – involuntary employment termination initiated by the Company due to lack of work or funds, elimination of position, changes in the Company's organizational structure or operations, business setbacks or seasonal reduction in operations.

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**RETIREMENT** - voluntary employment termination initiated by the employee when no further gainful employment or self-employment is expected.

Employees will receive their final termination pay by mail or direct deposit (if previously authorized) at the next scheduled payday after termination, unless another form of payment is requested in writing at the time of termination.

In the event you resign, you are requested, but not required, to provide two weeks advance notice of your decision for hourly personnel and thirty days advanced notice for salaried personnel. Upon receipt of an employee's notification of resignation, an exit interview will be scheduled to resolve outstanding issues such as final pay, payment of employee debts, return of any Company property within the employee's possession and any concerns of the employee. The effective date of resignation may be advanced by the Company to an earlier date.

All pay and benefits, and eligibility for recall, reemployment or reinstatement, terminate upon termination, resignation, retirement, or layoff/reduction in force unless the employee is eligible for and timely elects COBRA continuation, in which case only COBRA-eligible benefits may be continued if the Company receives employee's premium payments online.

The Company will seek to provide advance notice to its employees if it becomes necessary to terminate their employment by layoff or reduction in force situations. However, the Company does not guarantee such notice, and reserves its at-will right to terminate for any reason, with or without cause, notice or prior discipline. There are no recall or reemployment rights at the Company, and applicants and ex-employees who receive but fail to accept or decline offers of employment are ineligible for further consideration for employment.

### **B. Layoff; Reduction in Force**

You may be laid off under certain circumstances, including, but not limited to a lack of work or funds, elimination of position, changes in the Company's organizational structure or operations, or seasonal reduction in operations. If layoffs or reductions in force are necessary, the selection of persons to be laid off will be at the Company's discretion based upon an evaluation of factors including, but in no way limited to, seniority, merit, prior disciplinary, attendance and performance record, qualifications, business requirements and efficiency, as determined solely by the Company's management.

## **XVII. BENEFITS**

The Company may, on occasion, and at its sole discretion, add to, discontinue or modify any Company benefit program, as well as the relative Company and employee allocation of the costs of such programs. The Company will attempt to provide as much advance notice as practicable prior to the implementation of any such changes or modifications by posting such changes on the official Company Bulletin Board. The following is intended to be a brief overview of certain benefits. Nothing in this Handbook is intended to, nor should be construed as, altering, amending or modifying any requirement, term, condition or limitation in any plan document or summary plan description. In general, an employee may become eligible after 90 days of employment, and after they meet any additional eligibility terms and conditions. Please refer to these documents for the exact requirements, terms, conditions and limitations.

### **1. FLEX TIME**

Flex time is an accumulation of paid hours to be used at the discretion of the employee (i.e., vacation, paid sick leave, etc.). **It is the employee's responsibility to request all flex hours.** Flex time is paid according to **one hour for every 52 hours worked.** Maximum hours per year are 40 and 20 hrs. per ½ yr.

To be eligible, the following requirements must be met:

1. Accumulate flex hours for at least 6 months:
2. Accumulation of hours cannot go over a one-year period.
3. After the first initial months of employment, all flex hours will be accumulated on a calendar year basis (January – December).
4. Must meet the requirements of the company's policies and procedures.
5. An involuntary termination forfeits all flex hours accumulated.
6. The employee must give at least a two weeks' notice to payroll department on separate sheet paper.
7. **DO NOT USE A TIMECARD TO REQUEST FLEX HOURS.**
8. Flextime will be added to your weekly paycheck in the vacation column on the check stub.

### **2. SAFE/SICKTIME**

This benefit is for employees that work inside the Minneapolis area only per the Minneapolis ordinance 7/1/17.

- Safe and Sick Time is access to time off work for Sick and Safe Time purposes.
- Full and part-time employees qualify.
- One hour accrues for every 30 worked, capped at 48 per year and 80 overall (yearly and overall caps operate in tandem).
- Hours begin accruing on 1<sup>st</sup> day of work and may be used on the 90<sup>th</sup> day of employment.

### 3. HEALTH INSURANCE PROGRAM

To be eligible, the following requirements must be met.

1. Employee must be employed 60-days.
2. Employee must work a minimum of 30 hours per week.

The Company currently offers group medical insurance to all full-time, regular employees, working 30 or more hours each week, upon the employee's application and acceptance after a qualifying period. The Company currently pays a portion of the cost of the employee's premium portion. The employee is responsible for the entire cost of dependent coverage, if elected by the employee. Since the cost and characteristics of insurance benefits change periodically, this coverage and the portion of premium coverage paid by the Company and employee are subject to change.

### 4. WEEKLY DIRECT PAY: DIRECT DEPOSIT

Each employee will be paid by Direct Deposit into their checking account or a type of pay card account.

### 5. SUPERVISED BY REGISTERED NURSE

Each employee will be directly supervised by the client's case manager. Depending on your client's services, this will be done every 14, 30, or 60 days. **Employees are required to be present during visit.**

### 6. TAX, FICA AND INSURANCE PAID

### 7. FLEXIBLE SCHEDULE

### 8. EMPLOYEE REFERRAL BONUS

**Refer a new employee to us.** They must put your name on their application where it says, "Referred By." **The new employee works 400 hours.** (That is approximately 30 hours per week for the three-month probationary period.) **You each get \$250.00.**

### 9. TRAVEL REIMBURSEMENT

Travel reimbursement is only covered **IF YOU TRAVEL TO MORE THEN ONE LOCATION** in the same day.

- 1 client per day = \$0
- 2 clients per day = \$3 per day
- 3+ clients per day = \$5 per day

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In order to receive the transportation incentive, you must fill out the Travel Reimbursement Record form and turn it in with your timecards.

**\*\* Subject to administrative discretion \*\***

### **10. LONG TERM SAVINGS PLAN**

A set dollar amount, that you chose, comes out of your net earnings on a weekly basis. No interest will be earned on this money. However, if you do not make any withdrawals for at least one (1) year, the **AGENCY** will match 5% of your total savings balance. After you have reached the one year and received your 5% match, you must withdrawal the balance and start over to qualify again for the 5%match.

### **11. METRO TRANSIT BUS PASSES – See Receptionist at front desk for information.**

### **12. PHOTO ID BADGES – HR will make a photo ID Badge when starting in the field.**

### **13. Social Security, Unemployment Compensation and Workers Compensation Insurance Benefits**

The Company covers the full cost of unemployment compensation insurance benefits and workers' compensation insurance benefits for employees and covers a portion of the cost of social security retirement and disability benefits.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that the injury be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible and is required for the Company's records and reporting requirements. Delay or failure to report an injury may jeopardize an employee's eligibility for workers' compensation benefits, as well as result in disciplinary action.

Neither the Company nor its insurance carrier will be liable for the payment of workers' compensation benefits for non-work-related injuries or illnesses. Filing a claim for workers' compensation benefits for a non-occupational injury or illness or providing false information to the Company or other involved parties in connection with a workers' compensation, unemployment compensation, disability or any other claim, will result in denial of benefits and civil and/or criminal prosecution, as well as discipline.

### **C. Extension of Health Coverage (COBRA)**

Employees and their dependents covered under the Company's group insurance benefit plans may elect to continue their coverage upon certain "qualifying events," such as a reduction in hours resulting in ineligibility for benefits, termination of employment (except for serious misconduct) or

dissolution of marriage. Employees who are covered under group insurance programs must notify the Human Resources Representatives of changes in status which could result in a change in eligibility for benefits. The Human Resources Representative, after such notice, will provide information on the employee's or the dependent's right to continuation of coverage and the cost of such coverage. Eligible employees must apply and timely pay premiums to obtain and continue COBRA coverage. If you have any questions about continuation of coverage, please contact the Human Resources Representatives.

## **XVIII. SAFETY POLICY STATEMENT**

OUR SAFETY POLICY PROGRAM is based on the premise that each and every one of our employees is entitled to a safe and healthful working environment. It is designed specifically for the protection of our employees and visitors. Management, supervisors, and all employees are directed to make **Safety and Loss Control** a matter equal in importance.

We believe that every employee is concerned for their safety and will recognize the rules and policies contained herein are for their protection. The goals that we have set for the safety program can only be achieved through a cooperative effort between all employees along with management. Safe work habits and awareness through knowledge of all safety rules and policies are a condition of your employment. All employees are required to familiarize themselves with every rule and policy set forth and to abide by them. These rules and policies will be enforced just as any other company policy and failure to comply can result in reprimand, suspension, or employment termination.

All employees are encouraged to make suggestions which will assist in maintaining safety work conditions, and to bring to the attention of their supervisors any unsafe working conditions. It is through our joint participation that accidents and injuries can be prevented, but only you, the individual, can make safe work practices and habits.

Injuries and accidents caused pain, suffering, wasted time and money. Management is committed to providing you with safe place in which to work. We require your assistance and participation in keeping it that way. We will never ask you to commit an unsafe act or violate a safety rule; therefore, we expect the same from you.

Our policy toward safety is in no way limited to the rules that follow and any unsafe practices, whether listed here or not, will be addressed.

## **SAFETY GOALS AND OBJECTIVES**

## FIELD STAFF EMPLOYEE HANDBOOK

Management is committed to providing its employees with a safe and healthful work environment. To achieve this environment, the company has set forth goals and objectives to be met and tactics by which they will be accomplished.

### **GOALS:**

1. Help develop safe working habits and attitudes among employees.
2. Provide a channel of communication between workers and management.

### **OBJECTIVE**

1. To establish a safety program that will reduce the number of injuries and accidents to a minimum.
2. To reduce the number of accidents by 10% over the next year.

### **TACTICS:**

1. The quarterly review past injuries for trends by types and causes of injury accidents.
2. Annual review of the safety program to meet the current safety training in the following areas.
3. To provide supervisors and employees with safety in the following areas.

\*Employee right to know.

\*Safe work practices.

\*Fire safety in the home.

\*Safe techniques in client/patient handling.

\*Universal Precautions.

\*Occupational exposure to blood borne pathogens.

### **RESPONSIBILITIES OF THE EMPLOYEE**

We want our employees to be the safest, most knowledgeable, and most conscientious employees anywhere in our industry. To develop and maintain such a professional image, our management must provide them with the proper training and safety education.

### **THE EMPLOYEE MUST:**

1. Understand all safety rules and policies and work in such a manner that will properly enforce them.
2. Inspect their work area equipment and immediately report any unsafe conditions to their supervisors.

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3. Immediately report all accidents or injuries to their supervisors.
4. Attend, if require, all safety in-services.
5. Use all required personal protective equipment.
6. Dispose of all infectious waste material as recommended by **POLICY AND PROCEDURES**.

### **SAFETY POLICIES AND PROCEDURES**

All employees are expected to be familiar with and abide by the following **POLICIES AND PROCEDURES**. Our policy toward safety, however, is in no way limited to the policies that follow and any unsafe practices, whether listed here or not will be addressed. Failure to comply with any safety policy will be caused for disciplinary action and can be led to reprimand or termination.

1. Always report any injuries or accidents to your supervisors.
2. All employees must wear personal protection equipment such as gloves, gowns, mask, etc. as appropriate to the job assignment.
3. Pay careful attention to lifting or pushing heavy objects. Avoid unnecessary injuries by practicing the following rules of common sense.
  - a. Be sure to have good footing and lift with smooth even motion.
  - b. Never lift while in an awkward position. Do not twist when lifting.
  - c. Keep load as close to body as possible.
  - d. Keep the head up when making the lift.
  - e. When lifting from the floor, keep hands and arms as straight as possible, bend knees, and lift with your legs, not your back.
4. Know where fire extinguishers are located and how to properly operate them. Know where the fire exits are located and the proper fire evacuation procedures for each job assignment.
5. Keep all areas neat, clean and orderly.

Sharp injuries can be serious. A plastic container should be used for disposal. Recapping of needles should be avoided. For complete details, see **INFECTION CONTROL POLICY**.

### **EMPLOYEE INJURIES ON THE JOB**

Employee accidents or injuries occurring in the course of activities related to employment must be reported immediately to the AGENCY's staff. A **First Report of Injury** must be completed in accordance with the guidelines as established by the State. **The Human Resource Supervisor must be notified immediately, and appropriate action taken whenever an injury**

**has occurred.** After the first report injury is completed, if medical care is necessary contact the office for clinic locations near you.

You need your doctor's verification if you take any time off. If your doctor restricts you from work due to your work injury you will need a release to return to work.

If your doctor gives you restrictions allowing light duty work, please contact the office for further instructions.

You may be suspended (without pay) because of poor job performance while on restricted work duty because of work injury.

## **EMPLOYEE SAFETY/BODY MECHANICS**

As an employee of our organization, you automatically accept a moral obligation to your fellow employees and economic obligation to the company to see that the services you provide are carried out in an efficient and safe manner. Along with the other responsibilities, safety consciousness must always exist in your thinking and planning. Because of this obligation, you must prevent obvious unsafe acts on the part of yourself, and those you work with, but you must always anticipate potential hazards. After an accident occurs, it is too late to prevent it. All employees must recognize that working in an unsafe manner is counterproductive. Most important, each employee is encouraged to demonstrate leadership ability by setting good example.

A transfer belt should be used on every client who requires ANY assistance with a transfer. Employees should carry their own transfer belt into each client's home, so they always have it available.

Draw sheets/turning sheets must be used on clients who are difficult to move or turn in bed.

If a Hoyer lift is present in the house, it **MUST** always be used. Clients or families may try to persuade you not to use the lift. If that occurs, notify the office immediately.

Report unsafe transfer (such as bed or chairs that are too low) to the office immediately. A nurse will intervene to get the situation changed.

Stretch your muscles prior to any transfer.

Expect the unexpected and be prepared for every transfer to be "unpredictable".

Body Mechanics:

Lifting Heavy Objects:

- Keep the load close to your body.

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- Lift with your legs as you straighten your hips and knees, keeping your back as straight as possible.
- Avoid twisting and jerking during the lift. If you cannot do a smooth, even lift, GET HELP.

### Hoyer Lift:

- Always have the Hoyer base legs spread wide.
- Always keep the client centered between legs of base.
- Check to see that the edge of the seat is pulled down close to the client's knees for safety.
- Attach hooks properly, attach the shortest strap on the top the client, attach the remainder of the straps on the top the client, and attach the remainder of the straps in sequence. Attach hooks so the open end of the hook is away from the client.

## SAFE TECHNIQUES OF CLIENT HANDLING

More than one out of every eight employee incidents and one out of every four injuries are caused by improper lifting and handling of client. For this reason, the right way to handle clients must be taught, frequently reviewed and always used. The techniques that follow will help you do your job safely and with great comfort to the client.

1. The four aspects of handling clients are:
  - a. The job you must do.
  - b. The surroundings you must do it in.
  - c. The proper techniques for doing it.
  - d. The wellbeing of your client.
2. Make sure you can do the job with what you have. Do you need help? Is there a mechanical device that can help you do the job safely and easily?
3. Make sure that you have room to move freely and that nothing should stay put, still moves (bed, wheelchair, or stretcher).
4. Make sure you choose the proper techniques for doing what you want to do.
5. Make sure your client knows what you are about to do.

**LIFTING:** Lifting is the most important task in handling a client. Do it right by following these general rules:

1. Lift with your legs, never your back. Don't try to lift from a position where your spine is twisted.
2. Spread your feet naturally and comfortably before you lift.
3. Lift smoothly, coordinating your efforts with your legs, helping the client.
4. Keep your client as close to your body as possible.

### **TURNING THE CLIENT:**

1. Move the client to the nearest side of the bed. Move shoulders and headfirst, then hips, and lastly the legs.
2. Flex the near arm across the chest and flex the near knee.
3. Place one hand under the lumbar region to the far side of the client and the other hand under the buttocks to the far side. Gently pull the client towards you and roll away from you.

### **TURNING WITH A PULL SHEET:**

1. Place under the client a folded sheet extending from the shoulder to the thighs.
2. Use the sheets instead of your arms to pull and roll the client.

### **TURNING A HELPLESS CLIENT:**

1. Consider the size and condition of your client. This may be a job for two, one on each side of the bed.
2. Place two pillows on the far side of the bed.
3. Both of you slide your hands under the client's shoulders and hips.
4. On signal, gently lift and slide him/her to the far edge of the bed.
5. Draw his/her knees up and toward the middle of the bed.
6. Placing your hands well under the shoulders and hips, roll him/her towards you.
7. If he/she is to remain on his/her side, have your helper prop pillows behind his/her back. Adjust the head, shoulders and arms. Make them comfortable.

### **SITTING THE CLIENT UP:**

1. Place a pillow under the client's head. Place another near the head of the bed.
2. Help the client flex his/her knees and ask him/her to assist by pushing on the bed with their feet.
3. Put one arm under the shoulders, the other under the thighs.
4. Partly lift and partly slide him/her upright in bed and adjust the pillows.

### **FROM SITTING TO STANDING:**

1. Face your client as close as possible, with one of your knees between their legs.
2. Bend forward, back straight and place your arms, not your hands, under the armpits. Bend your knees and lift gently with your legs.
3. If two of you are doing the job, start side by side facing the client. Each should place one arm under one of the client's armpits and as you lift, grasp him/her above the knees with the free hand to help them up. Work together on signal.

### **ON STRETCHER:**

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1. Place the stretcher where you can do the job best.
2. Tell your client what you are doing and where you are going. Ask them to help.
3. Using the proper method and adequate personnel, transfer them to the stretcher.
4. Make them comfortable. Secure Straps.
5. Push firmly but slowly with your back straight. Get help if the pushing is too hard.
6. Be sure the elevator car floor is even with the corridor floor and the elevator door is locked open.
7. Be alert at doorways and hall intersections to avoid collisions.
8. Always get help to handle the end when taking a stretcher up or down inclines.

### **IN WHEELCHAIR:**

1. Place and lock the chair in the best position. Tell your client what to do to help you.
2. Move them to the chair using the proper techniques. Make them comfortable.
3. Be sure hands are away from wheels before starting.
4. Push steadily and gently. Don't rush.
5. When passing through doorways, make sure limbs are not protruding.
6. Be careful to avoid collisions at doorways and hall crossings.
7. Stop gradually so your client isn't thrown forward.
9. Always go down ramps back words, bracing your hips and thigh against the back of the chair for better control and less strains.

### **AT THE CURB:**

1. When going up a curb, push the front of the wheels as close to the curb as possible. Put your foot on the foot bar at the back of the chair. Gently tilt the chair back, bracing your hips against the back and push it forward until the front wheels are over the curb. Let them come down gently. Push again with your hip until the rear wheels roll up onto the curb.
2. When going off a curb, always go backward. Stand on the lower level with your hip against the chair's back. Ease the chair down until the rear wheels are on your level. Using the foot bar, tilt the chair back slightly. Pivoting the front wheels off the curb until they are clear of it. Gently lower the front wheels to the ground.

**IMPORTANT NOTICE: WHEN TAKING CARE OF AN OBESE CLIENT IN A HOME AND THEY HAPPEN TO FALL, DO NOT TRY TO LIFT. CALL 911 FOR HELP!**



**RECEIPT/ACKNOWLEDGMENT FORM**

This will acknowledge that I have received a copy of the Company's Employee Handbook. Further, I acknowledge that I have read and understand the Employee Handbook and I agree to follow the policies and rules as specified therein. I understand that the Employee Handbook does not alter the at-will nature of my employment nor create a contract or a guarantee that my employment will continue for a specified period of time or end only under certain conditions.

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

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Employee's Name (Typed or printed)**

