



*Amazing Grace Homecare*

## **Employee Handbook**

Updated 7/5/2022

## **Introduction to this Handbook and our Code of Ethics**

At Amazing Grace Homecare, we understand and accept our responsibilities to provide quality care, to respect the dignity of our clients, to always act in accordance with our values, and to comply with all applicable laws and regulations.

Our mission calls on each of us to share our passion for improving the quality of life through innovative healthcare — one person, one family, and one community at a time.

Healthcare laws and regulations change, and situations involving ethics can be complicated. While our commitment and our responsibilities are clear, sometimes it is difficult to know what to do in certain situations. That is why we have developed our Code of Conduct and Business Ethics (Code) and provided you with resources to help you understand our standards and expectations, and to help you make good choices for Amazing Grace Homecare. (Company), for our clients, and for yourself.

### **Purpose of this Handbook**

This employee handbook contains a summary of the policies and guidelines in effect for the Company. This handbook is to be used as a guide by employees and is intended to create a contract of employment. However, your employment relationship with the company is At-Will. These policies are subject to change, modification, or amendment at the sole discretion of the company with or without prior notice.

### **Scope**

The Code provides the ethical guidelines and expectations for conducting business on behalf of Amazing Grace Homecare. This handbook applies to all our employees regardless of any employment agreement or rank. The Code applies to all directors, company officers, employees, and vendors. Vendor conduct and behavior can have an impact on the company and its reputation. For this reason, vendors are expected to conduct their businesses in a legal and ethical manner and to meet all applicable contractual obligations.

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## **Our Mission**

Our mission is to provide your family with superior, personalized care that keeps you right where you want to be for as long as possible. We want your family to be our family.

## **Our Values**

***Family.*** This means a lot of different things to a lot of people. To us, family is the reason you go to work when you might not feel like it that day or even if you didn't get a full night's rest.

***Integrity.*** In short, integrity is doing what you ought to do even when no one is around.

***Truthfulness.*** This means being honest with yourself as well as those around you. It means there is no room for falsehood in your life.

***Kindness.*** This means being nice in a loving way.

***Respect.*** This is the outcome of practicing the Golden Rule. Speak to others how you wish to be spoken to and do for others how you wish they would do for you.

***Professionalism.*** This means practicing the above five tenets in a business setting.

## **Our Vision**

At Amazing Grace Homecare, our vision is to provide superior, personalized care to families all over America. In our experience, every family has needs that can be both unique and challenging. We strive for superior care because, when it comes to family, only the best of the best will do. We personalize that care to meet those unique and challenging needs. Our goal is to keep you right where you want to be, living in the comfort of your own home.

Dear Friend,

A Message from the Owners

We hope you notice, if you haven't already, that Amazing Grace Homecare is a family business. This company was built using familial bonds and that is how it is operated. We like it that way because it creates a corporate culture where everyone is treated like family. It is also run by people who have worked almost every job there is to work in the healthcare industry. We, personally, have done everything from housekeeping and dietary, to nursing and administration. We know your job and we know it can be a thankless one. Let us be the first to say thank you for everything you do—and put up with—on a daily basis.

Like any family, we must be there for one another. Moreover, our clients need to know and trust that we are there for them. That means you must be there for them. This Employee Handbook and the Code of Ethics was designed to guide you when you have questions or run into problematic situations. We hope is that you succeed in everything you do and, as we work together, that our clients will continue to have little difficulty placing their care in our hands.

Thank you for joining us in making a difference in the lives of others.

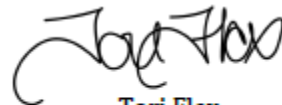
Warm regards,



**Kelly Ancar**  
**President**



**Isaac North**  
**Treasurer**



**Tori Flax**  
**Secretary**

## **What is Expected of Everyone**

### **This Job MATTERS!**

We are not serving hamburgers to a line of hungry people. We serve PEOPLE. Our clients depend on the Company to staff reliable, compassionate, and honest people to care for them and help them with their daily needs. *Do not* treat this as a standard job, or that it won't matter if you decide you don't want to work today and no one will be impacted. Our clients are counting on **YOU**, and oftentimes look forward to seeing you.

### **This Handbook is a Contract**

The employer-employee relationship is inherently contractual. This does not mean you need a contract to have a job. It means that the relationship between yourself and who you work for is, by definition, contractual. Therefore, it is governed by many of the same laws. In just about every job you have ever had, or will ever have, the employee handbook doubles as a contract. **The Employee Handbook that you are reading right now is a contract between you (the employee) and Amazing Grace Homecare (the employer).** Right now, some of you hear that word and automatically have a sour taste in your mouth. Please understand that contracts are amoral; meaning they are not bad or good. The parties involved are the ones who are either good or bad and can either make the agreement one-sided and unfair. Or, they can write it properly so everyone wins, which is what we have done here in this handbook.

### **Description of Services**

The services to be provided by the Company, and by you as the employee, are outlined and specified in your respective Job Description.

### **Comply with this Code and the Law**

Understand the Code. Comply with the Code and with the Law wherever you are. Use good judgement and avoid even the appearance of improper or inappropriate behavior.

### **Consider Your Actions, and Ask for Guidance**

If ever in doubt about a course of conduct, ask yourself:

- Is it consistent with the Company Values?
- Is it ethical?
- Is it legal?
- Will it reflect well on the Company and me?
- Would I want others to read about it online?
- Would I want this posted online at all?

**If the answer is “No” to any of these questions, then don’t do it.**

If you are still uncertain, then ask for guidance. The Code is written to capture many of the situations that employees will encounter but we cannot address every circumstance. You can seek help from any of the following:

- Your Supervisor
- Your Operations or Finance Director
- Your Ethics & Security Officer
- Your Human Resources Coordinator

### **Punctuality and Promptness**

**Be on time. Be early. Never be late.** The pertinence of punctuality in this industry cannot be overstated. Tardiness not only risks your employment; it also risks the company’s ability to do business and may even risk the employment of another employee. For this reason, we maintain an extremely strict position against employees who have trouble getting to work on time and completing their scheduled shifts. Lack of punctuality not only risks the company, but shows a lack of respect for your coworkers.

### **Conduct with Clients**

Our clients are the heart of our business. **All clients must be treated with respect and dignity always.** As a provider of care, you must work to promote an atmosphere favorable to excellent care.

- Treat clients, patients, residents, and families professionally and with respect
- Make reasonable efforts to accommodate their needs and preferences
- Respect and honor their rights

- Maintain a safe environment always
- Maintain complete, accurate, and professional records and notes
  - Continuously maintain an atmosphere free from verbal, sexual, physical, and mental abuse; corporal punishment; and involuntary seclusion
- Help clients to secure their property
  - Protect our clients' funds. Any employee who is found to have tampered with or stolen a client's funds will be subject to disciplinary action up to and including termination
  - Do not date or have any sexual contact with clients, even if it's consensual. Any employee who violates this company policy will be subject to disciplinary action up to and including termination.
  - Immediately report any abuse or neglect issues you witness or any reasonable suspicion of a crime to your immediate supervisor.

Depending on the situation, law enforcement or Adult Protective Services may be involved.

### **Signing Documents as a Witness or Notary**

Employees who are not acting in the official capacity of a notary public shall not serve as witness for any legal documents concerning a resident's wishes regarding:

- Disposition of property or assets
- Termination of treatment or any other aspect of care
- Control of property or other assets

Employees may witness:

- The signing of admission paperwork
- Disbursements from client trust accounts
- The deposit to, or removal from, the safekeeping of the facility of a client's valuables
- Other routine consent, such as consent to open a client's mail



## **Representing the Company**

Unless you are an Officer or Owner of the company, you do not represent the company in any official capacity. You are not authorized to negotiate terms, make arrangements or business decisions, or conduct any operations on behalf of the Company. Acting in such a way, without the recognized authority of the company, may result in disciplinary action up to and including termination. **This also means you do not have the authority to change, adjust, or create a schedule directly with the client.**

**However, you should keep in mind that you do possess the appearance of representing the company. When others think of the company, the face they give it will be yours!** At any time, your behavior, conduct, and decisions should reflect positively on the company and match our Values.

## **Protecting Clients' Privacy**

One of the most important ways we respect our clients is to protect their privacy, which includes, but is not limited to, safeguarding their medical records, their personal information and their identity.

Client information is protected by state and federal privacy laws, including HIPAA, and must be kept confidential. ALL EMPLOYEES ARE PROHIBITED FROM DISCUSSING WITH UNAUTHORIZED PERSONS, COPYING, PHOTOGRAPHING, OR OTHERWISE DUPLICATING ANY INFORMATION, DOCUMENT OR RECORD BELONGING TO A CLIENT. This absolute directive includes sharing communication about the client between the Company and the Employee regarding the client. You may not under any circumstances photograph a client, nor share information about your tasks provided to the client. A violation of this section will result in discipline up to and including termination.

As an employee, you will be provided with confidential information necessary to do your job, including but not limited to client names, addresses, pertinent medical information, and family history. **AS A CONDITION OF YOUR EMPLOYMENT YOU AGREE TO USE ANY CONFIDENTIAL INFORMATION SOLELY FOR THE BENEFIT OF THE COMPANY. ANY USE OF THIS INFORMATION FOR PERSONAL BENEFIT SHALL BE VIEWED AS AN ATTACK ON THE COMPANY AND SHALL BE DEALT WITH ACCORDINGLY. SUCH MISUSE OF INFORMATION IS NOT ONLY GROUNDS FOR IMMEDIATE TERMINATION BUT MAY RESULT IN LITIGATION AND/OR CIVIL SUITS FILED AGAINST YOU.**

## **Interference and Non-Compete**

In accordance with protecting client privacy and as an absolute condition of your employment, you agree and promise to not, directly or indirectly, interfere with the Company's current, or prospective, contracts and business relationships in any way during your employment and for a period of eighteen (18) months immediately following the termination of your relationship with the Company for any reason; whether with or without good cause or for any or no cause, at the option either of the Company or yourself, and/or with or without notice. This includes, but is not limited to, seeking to steal clients and prospective clients from the company in an attempt to care for them apart from your employment with us. Whether you approach the client and/or client's family, or they approach you and offer you a job, is irrelevant.

Such behavior is considered piracy of trade secrets and theft of personal and protected health information. Such action can result in legal action against you from the IRS, US Department of Labor, Kansas Department of Labor, and the Department of Health and Human Services. Such action can also result in civil action against you personally from the Company. The results of action taken against you from the aforementioned entities may range from large fines to time in prison. Additionally, we will report this behavior to the Kansas Department for Aging and Disability Services and your CNA certification may be suspended or revoked. If you do not have this certification, then our reporting your behavior can result in you being disqualified from ever getting your CNA license as well as other healthcare professional certifications such as CMA, LPN, LMT, and other licensures.

## **Appearance**

To maintain a professional environment, employees are expected to be clean, well-groomed, and appropriately dressed. Clean and proper attire is to be worn. Additionally, it is important for all employees to select clothing and footwear that is appropriate for the position (i.e., pants instead of skirts for ease in mobility). No jewelry except a wedding band or engagement ring, watch, or small earrings are to be worn. Proper attire is defined as no stains, holes, or rips in clothing, and proper undergarments are to be worn at all times.

### **Inappropriate Attire:**

- Pajamas bottoms/tops
- Capris
- Cutoff jeans

- Shorts
- Flip flops, sandals, or any open-toes shoes
- Heels
- Torn clothing
- Revealing clothing
- Yoga clothes
- Tee-shirts (especially shirts with inappropriate words or slogans)
- Bad or offensive body odor (this may include wearing too much perfume/cologne)
  - **Anything other than scrubs**

Appropriate Attire:

- Nursing Scrubs and scrub pants
- Company shirt and scrub pants
- Tennis shoes or closed-toed professional footwear with socks

### Accepting Gifts

On occasion, patients, care-seekers, and family members will seek to express gratitude for a job well done by giving gifts. These gifts may occur in any form, but usually occur in the form of a monetary gift such as a tip or the gifting of personal possessions such as jewelry.

On one hand, this is commendable because it shows that you are doing your job well. On the other hand, many of our clients are no longer able to make these decisions for one reason or another. Oftentimes, clients will forget about the gift only to discover they gave away a precious family heirloom. This commonly results in accusations of theft because clients do not always recall giving gifts.

Therefore, it is not permissible to accept a gift from a client unless (1) the client notifies the Company verbally or in writing of their desire before giving the gift or (2) a member of the client's family, who has no evidence of cognitive decline, is the one giving the gift. Under no circumstances are you to request gifts, whether directly or indirectly, or additional compensation for services. To do so would be extremely unprofessional and unethical.

## **Social Media Policy**

**What you post on Facebook can get you fired.** Any individual will be held responsible for what is posted online or on social media forums such as Twitter, Facebook, and other platforms. If you choose to post anything related to the company online, then you must keep the Values mentioned above in view. You are expected to conduct yourself in a way that does not reflect negatively on the company, employees, or clients. This includes your social media presence.

Any posts which appear to violate these values (at the sole discretion of the company) may be grounds for disciplinary action up to and including termination. The posting of any information that qualifies as protected health information is a violation of HIPAA and is grounds for immediate termination.

Further, you are required to maintain the confidentiality of the Company's trade secrets and private or confidential information including healthcare information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. Never represent yourself as a spokesperson for the Company. Failure to follow these guidelines may result in litigation or a civil suit against you.

## **The Standard Operating Procedures (SOP) Manual**

By signing this Handbook, you acknowledge that you have read, and agree to comply with, the SOP Manual. An updated copy of the SOP documents may be found by reading the [Employee SOP Manuals](https://www.amazinggracestaffing.com/employeesops). ( <https://www.amazinggracestaffing.com/employeesops> )

## **What is Expected of Supervisors**

### **Promote a Culture of Ethics and Compliance**

Supervisors should—at all times—model appropriate conduct. As a supervisor, you should:

- Ensure that the people you supervise understand their responsibilities under the Code and other Company policies.
  - Make opportunities to discuss the Code and reinforce the importance of ethics and compliance with employees.
  - Create an environment where employees feel comfortable raising concerns without fear of retaliation.
  - Consider conduct in relation to the Code and other Company policies when evaluating employees.
  - Never encourage or direct employees to achieve business results at the expense of ethical conduct or compliance with the Code or the law.
- Always act to stop violations of the Code or the law by those you supervise.

### **Respond to Questions and Concerns**

If approached with a question or concern related to the Code, listen carefully and give the employee your complete attention. Ask for clarification and additional information. Answer any questions if you can, but do not feel that you must give an immediate response. Seek help if you need it. If an employee raises a concern that may require investigation under the Code, contact your Department Director, Finance Director, Human Resources Coordinator, or Ethics Officer.

### **Raising Concerns**

We all have an obligation to uphold the ethical standards of the company and we have an opportunity to improve every time you ask a question or raise a concern. If you observe behavior that concerns you, or that may represent a violation of our Code, raise the issue promptly with the appropriate Officer of the Company. Doing so will allow the Company an opportunity to deal with the issue and correct it, ideally before it becomes a violation of law or a risk to health, security or the Company's reputation. ***Remember, an issue cannot be addressed unless it is brought to someone's attention.***

### **Resources**

You have several options for raising issues and concerns. You can contact any of the following:

- Your Supervisor
- Your Legal or Finance Director

- Your Ethics Officer
- Your Human Resources Coordinator

## **No Retaliation**

We value the help of employees who identify potential problems that the Company needs to address. Any retaliation against an employee who raises an issue honestly is a violation of the Code. That an employee has raised a concern honestly cannot be the basis for any adverse employment action, including separation, demotion, suspension, loss of benefits, threats, harassment, or discrimination.

If you work with someone who has raised a concern, you should continue to treat the person with courtesy and respect. If you believe someone has retaliated against you, report the matter to the Ethics Officer.

Amazing Grace Homecare takes claims of—or reasonable fear of—retaliation seriously. All such claims will be thoroughly investigated and, if substantiated, retaliators will be disciplined up to and including termination. If you believe you have been retaliated against, you should report such action to Human Resources.

## **Making False Accusations**

The Company will protect any employee who raises a concern honestly, but it is a violation of the Code to knowingly make a false accusation. Honest reporting does not mean that you must be right when you raise a concern; you just need to be reasonably certain the information you are providing is accurate.

## **General Workplace Policies and Practices**

### **Behavior in the Workplace**

**You are expected to maintain professional behavior, at all times, when in contact with clients.** You must always use safe handling procedures for transfers, cares, feeding, and any cares that involve physical contact. You are also expected to protect the client's emotional

status at all times with a kind and gentle demeanor; this includes your words and your body language. Complaints from clients regarding any of the above may be grounds for discipline up to and including termination.

We have a ZERO TOLERANCE policy for abuse in any form, including physical, emotional, financial, sexual, and psychological or verbal abuse. You may be required to complete extra training at the Company's discretion regarding abuse prevention or any other topic at any time during your employment. Failure to complete required training will result in termination.

### **Name Badges**

Your name tag identifies you as a member of our work-family. You must always wear your name badge during your shift. Upon leaving Amazing Grace Homecare, you are required to return your name badge to the Company.

### **Scheduled Shifts**

**Scheduled shifts are the responsibility of the employee.** This means that if YOU are scheduled to work, then that shift is entirely YOUR responsibility. If YOU are sick, then YOU need to help fill it. If YOU need a shift off for another reason (or any reason at all), YOU are responsible for filling the shift. If coverage cannot be found for YOUR shift, then YOU are expected to show up for YOUR shift on time. **Any shift you are scheduled to work is yours until it's not; own your shift.**

### **Physical Presence during Scheduled Hours**

**You are required to stay with the client, at all times, while working.** You cannot leave to go to lunch or run a personal errand. You may not leave a client alone without prior written approval from your direct supervisor. Leaving a client alone without approval constitutes abandonment of job duties and is considered NEGLIGENCE and will result in notification of the CNA Registry and may lead to civil or criminal charges. Abandonment of job duties in this respect will result in immediate termination. The CNA Registry will be notified whether you are a CNA or not. **This also means you cannot leave earlier than scheduled unless approval is given by the Scheduler or your Supervisor.**

## Time Clock Overlaps

Time Clock Overlap occurs when more than one employee is clocked in at the same time at the same location. Time clock overlaps are not allowed to exceed five minutes. This means that when your relief shows up, either you need to clock out or they need to wait to clock in.

Occasionally, exceptions will need to be made to this policy. Exceptions include, but are not limited to, intentional overlaps on the schedule, helping another employee with a client who has fallen, or staying with a client while the other does the client's shopping. **A shift note or written explanation must be made explaining the overlap. If no such note or explanation is given, it will be assumed that the overlap is an error, and it will be corrected.**

## Tardiness

If you arrive **six minutes** later than scheduled or more, you are tardy. It is your responsibility to notify our Scheduler. We understand life happens and the unexpected may cause you to be late. However, it is your responsibility to plan for these unexpected events. You can accomplish this by:

- leaving early
- obeying all driving and traffic laws
- properly maintaining your vehicle
- paying attention to the weather
- planning ahead
- going to bed on time

When you are late, one of your co-workers is put in a tough situation because they may not be able to leave without abandoning a client and losing their job. Don't put anyone else in that situation. **Be on time and keep us informed.**

## Call-ins

**If you cannot make it to your scheduled shift, for any reason, the Company must be notified.** You must notify the scheduler via the schedule group that you are unable to make it to your shift. You must continue to attempt to notify your scheduler until you receive a response **AND** are removed from the schedule. If you fail to do both of these, it could be considered a No-Show.



Excessive call-ins, regardless of the reason, may be grounds for disciplinary action up to and including termination.

### **Late Notice**

A call in of less than 8 hours' notice is considered late notice. If an employee calls in with less than 8 hours' notice, but has already found a replacement for their shift, then the call-in will not be considered late and will not count toward any potential disciplinary action.

### **No-Show**

You will be considered a "No-Show" if you fail to make contact with your supervisor within four hours of missing a shift that you have been scheduled for. Any No-Show qualifies as grounds for disciplinary action up to and including termination.

### **Use and Misuse of Company Tools**

We use several Company Tools for several reasons. Each tool is designed with a very specific purpose in mind. Misuse of these tools encompasses using them for any other reason outside their intended purpose. This includes, but is not limited to, talking about your personal life in excess (or against the Values) in the communication groups or not responding when Schedulers or Supervisors attempt to reach you in the messenger groups. Misuse of Company Tools is grounds for disciplinary action up to and including termination and is at the sole discretion of the Company.

### **Accepting and Receiving Communications Regarding the Schedule**

You are prohibited from unsubscribing, blocking, or in any way rejecting the notifications which come from our scheduling software. This does not mean that you are required to accept every shift that comes your way. **It means that you may not, in any way, hinder the ability to communicate scheduling needs.** It is also important that you respond in a timely manner when asked to fill a shift.

## **The Schedule and Going to Work**

**The schedule is created in a way that best serves the client.** Having said that, we may need to change your schedule to best serve our clients. Therefore, if you are scheduled to work, then you are scheduled to work. If your hours get shuffled to meet the needs of our clients, then you may be required to work at another location.

For example, let's say you are scheduled to work today from 2pm to 10pm at Jane Doe's. Then, there is a call-in at another client's, and Jane Doe happens to have family in town that is willing and able to care for Jane Doe. If we move your shift to cover the needs of the other client, then you will be expected to work the hours scheduled. It does not mean that you suddenly got the day off. Also, you will not be expected to work more than what was originally scheduled. For instance, in this scenario, we would not expect you to work noon to midnight instead of 2pm to 10pm... unless of course the hours are available, and you want to work them.

## **Self-Scheduling**

Meeting the scheduling needs of all our clients requires a great deal of balancing. **You are strictly prohibited from attempting to change, update, or modify your schedule with a client in any way.** If a client asks you directly if you can come in (or not come in) on any particular day(s), you are required to redirect them to the company schedulers. **There are no exceptions to this rule... ever.**

## **Selection and Hiring**

All employees must meet all applicable rules and standards outlined in applicable licensing requirements as dictated by county, state, or federal government agencies. The Company does not and will not discriminate against any employee or employment candidate based on race, color, creed, religion, national origin, sex, sexual orientation, disability, age, marital status, or status regarding public assistance. All decisions regarding the recruitment, selection, and placement of employees are made solely based upon position-related criteria. Every effort will be made when hiring new employees or promoting current employees to match their skills, knowledge, abilities, and interests with positions that best utilize their talents.

## **Accepting Clients**

Only the Agency, Amazing Grace Homecare, may accept clients. No one else has the authority to do this unless specifically appointed to do so on behalf of the Company.

## **Criminal Background Checks**

A criminal background check is run on all employees, except nurses. This background check will be run immediately following completion of the start paperwork.. If a mark shows on your criminal background check that would result in your termination, you will be notified and given a copy of the report. Background check details which result in termination follow the laws describing offenses that prohibit employment in specific settings. Human Resources may use discretion with administrative oversight in adding offenses to the prohibited list allowing employment. The background check is at the expense of the employee and will be withheld from the first paycheck.

If any employee receives felony criminal arrests and/or convictions, they must notify a supervisor within 24 hours and CANNOT report to work without said notification.

## **Drug Testing Policy**

Amazing Grace Homecare reserves the right to drug test all employees. Should this happen, the employee may be required to complete the drug test before being allowed to accept future shifts. Refusal to submit to drug testing is considered an immediate and voluntary resignation.

## **Tobacco, Drugs, and Alcohol Consumption**

**DO NOT DRINK ALCOHOLIC BEVERAGES WHILE ON DUTY. USE OF ILLICIT DRUGS IS STRICTLY FORBIDDEN.** Smoking cigarettes or e-cigarettes is prohibited in the home, or on the premises, of all clients unless permission is granted in writing. Said permission must be given to the employee's immediate supervisor. If you wish to obtain permission to smoke, you must get permission from the Company and NOT the client.

## **Disciplinary Actions / Terminations**

The disciplinary process of the Company consists of the following:

- Coaching
- Verbal Warning
- Written Warning
- Final Written Warning
- Termination

Should you receive a warning of any level, it will be placed in your file. Should you be terminated a copy of the email we send you notifying you of such termination will be placed in your file. The Company reserves the right to enforce these disciplinary actions as the Company sees fit. This means that, for instance, if an infraction is committed which warrants a Final Written Warning, then the Verbal Warning and Written Warning may be bypassed altogether, and you may be terminated immediately as a result of any action qualifying for a final written warning.

## **Grounds for Termination**

Evidence of any one of the following are grounds for immediate termination with valid circumstantial data. The Company may use the event for strong disciplinary action rather than termination. This list is not all-inclusive. The Company reserves the right to terminate an employee At-Will. Employees who are involuntarily terminated are generally not eligible for rehire.

- Dishonesty
- Theft
- Incompetence
- Negligence
- Prejudice or discriminatory behavior
- Reporting to work intoxicated or under the influence of a controlled substance
- Failure to notify employer of absence from work
- Insubordination
- Client abuse or misuse
- No Show/No-Call No Show - automatic termination
- Profanity

- Falsification of records
- Giving confidential information pursuant to Kansas Law
- Violation of patient rights pursuant to Kansas Statutes
- Violence on premises
- Failure to report evidence of Vulnerable Adult Act violations
- Behavior that is in direct contradiction to the Values of the Company

## **Emergencies**

**In event of a medical emergency with your client, call your direct supervisor immediately!**

While on the phone with your supervisor, you may be directed to call 911 to summon emergency medical services. You must stay with the client until instructed otherwise by your supervisor. Your direct supervisor will notify the family of the emergency.

## **Incident Reporting**

If there is an incident (i.e., fall, bruising, skin tear, med error, etc.) or emergency you must notify your direct supervisor immediately. A written report is required within 48 hours by Kansas law, in order to meet this timeline for all parties, you must fill out your report within four (4) hours of the incident. If instructed to fill out an Incident Report, you will be given a link and a password to access it. Be as detailed as possible. Once you submit it, the Quality Assurance Coordinator will be in touch with any follow-up questions. Failure to complete the Incident Report Form in the required timeframe may result in disciplinary action up to and including termination. This is for your protection.

## **Inactivity**

We don't want you to waste your time and, of course, we don't want to waste ours. If you go more than 30 days without working, we will assume that you have quit and just didn't tell anyone. There are exceptions to this. For instance, if you need some sort of leave of absence, then you can be removed from the schedule for a temporary, extended period. However, these exceptions would need to be approved in advance by Management and must include HR.

## Keep in Touch!

The importance of communication cannot possibly be overstated. It is paramount that you stay in touch with the Company. You are expected to remain up to date on all communications that come your way; whether they be through email, instant messaging, phone calls, or by any other means. **You are expected to check in with the Company at least once a day.**

## Compensation and Benefits

### Employee Compensation

Paychecks are issued weekly. Payday is Thursday. Payroll runs 2 weeks behind. The Pay Period follows the calendar week, Sunday through Saturday and ends at midnight. For specific questions regarding payroll, please contact the Payroll Clerk at Time@agscare.com. The chart below illustrates how payday lines up with the pay period. The **green** represents **payday**, and the **yellow** represents the respective **pay period** for said payday.

May 2018						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### Overtime and Holiday Pay

Kansas law allows us to only pay overtime when hours worked in a single pay period exceeds 46 hours. **However, we have chosen to pay overtime for hours worked over and above 40 hours instead.** The overtime rate is time-and-a-half of your base rate.

Irregular Shifts: There is an odd and complicated circumstance which may result because of the specific language used in state and federal overtime laws. If the hours worked put the employee over 40 hours but are not actually worked in the same week, then these hours do not count as overtime.

Here is an example: Jane Doe works 4pm to midnight every Tue—Sat. This is 40 hours a week but last Saturday she had to stay late because her relief was running late. The result was working 41 hours. Normally, this would mean 1 hour of overtime-pay for Jane Doe. HOWEVER, that final hour occurred on Sunday morning of the next week. Therefore, it cannot be considered overtime even though more than 40 hours were worked.

This is an uncommon circumstance, but it does happen. The guidance we have received from Wage & Hour was to cut the shift short at midnight as if the employee clocked out at midnight and then back in.

For any questions regarding this please email [Time@agscare.com](mailto:Time@agscare.com).

Holiday pay is paid at time-and-a-half. Holidays recognized for holiday pay are Christmas Day, New Year's Day, Easter, Independence Day, Labor Day, Thanksgiving Day, and Memorial Day. Hours worked on recognized holidays cannot be counted when considering overtime because the time-and-a-half rate is already applied.

## **Benefits**

At Amazing Grace Homecare, we are always looking for ways to make working here better and more beneficial for you. We want to take care of you so you can take care of others. For details regarding benefits, please refer to the Benefits Information Packet.

## **Mileage Reimbursement**

If you meet eligibility requirements, mileage will be reimbursed at the current standard rate set by the IRS. It is important to note that mileage reimbursement is a perk. It is not a wage and is not, under current laws, taxable income. For more information, please look up Revenue Publication 17 on the IRS website as well as information available on the US Department of Labor and Kansas Department of Labor websites.

To be eligible for mileage reimbursement the following criteria must be met:

- You must travel more than 10 miles one-way (20 roundtrip).

**OR,**

- you must be doing work for the client such as taking him or her to an appointment or grocery shopping.
- You must note the reason for the mileage (i.e., shopping, errands, etc.)
- You must enter the mileage by 8:30 AM the following Monday.

Failure to meet these requirements will result in rejection of the reimbursement request. Here are some other important notes about mileage. **First**, Mileage reimbursement is subject to change and/or limitation set by contractual agreements between the company and its clients. **Second**, all mileage submitted for reimbursement must be the actual miles driven, not your best guess and not the default mileage cap. Google the distance between the locations and you'll be fine. **Third**, we will not enter mileage reimbursement on your behalf.

### **Family Medical Leave Act**

Under the Family Medical Leave Act (FMLA), eligible employees are provided up to 12 workweeks of unpaid leave per year and requires group health benefits to be maintained during the leave as if the employee was continuing to work. Employees are entitled to return to their same position at the end of their FMLA leave or an equivalent one if that position no longer exists.

FMLA also provides leave benefits for certain military personnel. Eligible employees may take FMLA leave for specified reasons related to certain military deployments of their family members. Additionally, they may take up to 26 weeks of FMLA leave in a single 12-month period to care for a covered service member with a serious injury or illness. Visit [Department of Labor - Family Medical Leave Act \(https://www.dol.gov/general/topic/benefits-leave/fmla\)](https://www.dol.gov/general/topic/benefits-leave/fmla) for more information.

FMLA coverage applies to:

- Public agencies, including local, State, and Federal employers, and local education agencies.
- Private sector employers who employ 50 or more employees for at least 20 workweeks in the current or preceding calendar year.



## **Protection and Use of Information**

In recent years, individuals, companies, and governments have grown increasingly concerned about the privacy and security of personal information. As a result, laws protecting the privacy of personal information and how it may be collected, shared, and used have been enacted. The company has a legal and ethical responsibility to protect the confidential and personal information of our clients and our fellow employees.

We do share medical information deemed pertinent in emergency situations, such as allergies. This is stored in our scheduling system. By signing this agreement, you are giving informed consent for your medical information to be supplied to the appropriate professionals in case of an emergency by completing the form in the application and by receiving this handbook. Your information will not be shared with anyone outside that emergency circumstance.

One of our most valuable assets is information. The unauthorized use or release of confidential information may cause the company to lose a critical competitive advantage and potentially damage our relationship with clients and others. For these reasons, confidential information must be treated carefully. This means it must be used, accessed, stored, and transmitted in a manner consistent with our policies and procedures.

The obligation to preserve the company's confidential information is ongoing, even after employment ends. A violation of that confidentiality may result in civil litigation against you.

## **Legal Matter & References**

Laws, and the governing agencies which enforce them, are subject to change and cannot possibly be encapsulated here. Included here is some general information on the laws which apply to the Company, your position, and how you can get more information if you have questions.

## **State Laws**

Amazing Grace Homecare is headquartered in the State of Kansas. Therefore, the statutes of the State of Kansas shall be the applicable governing laws for conducting business unless otherwise specified or required by other laws or governing agencies.

The information below was retrieved from [Kansas Department Of Labor](https://www.dol.ks.gov/).  
( <https://www.dol.ks.gov/> )

### **Kansas Wage Payment Law (K.S.A. 44-313 et. seq.)**

Establishes: Definitions of employer, employee and wages; when wages must be paid, including at separation of employment; payment of undisputed wages; liability of general contractors; rules on withholding of wages; rules on notifications to employees; assessment of interest and/or penalties; the hearing process; individual liability of corporate officers or agents and more. For more information see Wages FAQ.

### **Kansas Minimum Wage and Overtime Law (K.S.A. 44-1201 et. seq.)**

Guarantees a minimum wage of \$7.25 for workers above the age of 18 years. Overtime pay is required after 46 hours of work in a work week. Employees and employers who are covered by the Fair Labor Standards Act (FLSA), which is federal law, are not covered by this law. For more information see Wages FAQ.

### **Kansas Child Labor Law (K.S.A. 38-602 and K.S.A. 38-603)**

Regulates the employment of workers under 18 years of age. This law protects children by prohibiting work in hazardous occupations for individuals under the age of 18 and limiting work hours for workers 14 or 15 years of age. Workers under 14 years of age (with a few exceptions) cannot be employed. Again, most companies are covered by the federal law.

For more information see Child Labor Laws.

## **Federal Laws**

### **False Claims Act (FCA)**

The False Claims Act, also called the "Lincoln Law," is an American federal law that imposes liability on persons and companies (typically federal contractors) who defraud governmental programs. It is the federal Government's primary litigation tool in combating fraud against the

Government. The law includes a *qui tam* provision that allows people who are not affiliated with the government, called "relators" under the law, to file actions on behalf of the government (informally called "whistleblowing" especially when the relator is employed by the organization accused in the suit).

### **What is HIPAA?**

In 1996, the Health Insurance Portability and Accountability Act or the HIPAA was endorsed by the U.S. Congress. The HIPAA Privacy Rule, also called the Standards for Privacy of Individually Identifiable Health Information, provided the first nationally- recognizable regulations for the use/disclosure of an individual's health information. Essentially, the Privacy Rule defines how covered entities use individually-identifiable health information or the PHI (Personal Health Information). 'Covered entities' is a term often used in HIPAA-compliant guidelines. This definition of a covered entity is specified by [45 CFR § 160.102] of the Privacy Rule. A covered entity can be a:

- Health plan
- Healthcare clearinghouse
- Healthcare provider

### **Overview of the Privacy Rule**

The Privacy Rule gives patients control over the use of their health information. It defines boundaries for the use/disclosure of health records by covered entities and establishes national-level standards that healthcare providers must comply with. It helps to limit the use of PHI and minimizes chances of its inappropriate disclosure. It strictly investigates compliance-related issues and holds violators accountable with civil or criminal penalties for violating the privacy of an individual's PHI. It supports the cause of disclosing PHI without individual consent for individual healthcare needs, public benefit and national interests.

HIPAA realizes that there is a critical need to balance the steps taken for the protection of an individual's health information along with provision of proper healthcare faculties. The Privacy Rule strives hard to regulate the sharing of PHI without making it a deterrent for

accessing healthcare facilities. Thus, the Privacy Rule does permit disclosures, under special circumstances, without an individual's authorization.

Employee Acknowledgement and Covenant and  
Non-Disclosure Agreement

As a condition of my employment I, the undersigned, acknowledge that I have received a copy of, and have read through, the Employee Handbook and Code of Ethics (Handbook) for Amazing Grace Staffing, Inc. doing business as Amazing Grace Homecare (“Company”).

I covenant to comply with everything outlined therein and accept any consequences deemed appropriate by the Company for failure to comply with the Handbook to the satisfaction of the Company.

I acknowledge that I may become aware of a variety of information, policies, and/or practices during my employment.

I covenant to not disclose any information, policies, and/or practices to individuals outside the Company as well as unauthorized individuals within the Company. This includes any Protected Health Information as defined by HIPAA.

I covenant to never misuse any information for personal gain. This includes using client information to steal from the Company by robbing it of clients and/or potential clients.

I covenant to keep in strict confidence any information regarding any client, employee, business dealing of the Company, or any other organization that I become aware of while employed by the Company.

Printed Name

Signature

Date