

**ASSURED HOME NURSING  
SERVICES, INC.**

**FIELD STAFF EMPLOYMENT  
HANDBOOK**

**Rev. 2014**

**ASSURED HOME NURSING SERVICES  
EMPLOYMENT HANDBOOK  
2014**

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**INTRODUCTION**

ASSURED HOME NURSING SERVICES, INC. (hereinafter “ASSURED” or “Company”) is a private duty home care agency which provides appropriate staff, from registered nurses to aides to meet patient needs to preserve the maximum level of independent living possible in the comfort and privacy of their own home.

ASSURED specializes in temporary assistance to patients in their homes. Accordingly, unless you are informed otherwise in writing, signed by one of the Administrators, directed to you personally, there is no guaranteed full time employment with Assured and you will be paid hourly for all hours worked.

This Employment Handbook (“Handbook”) was written to inform our staff of the policies and procedures of ASSURED. It is hoped that each of you, newcomer or veteran, will find this Handbook helpful. It describes the various benefits for which you are eligible and discusses the basic ASSURED policies, practices, procedures and rules applicable to your employment with ASSURED (collectively “Policies”). While in effect, the Policies are intended to be enforced by both ASSURED and its employees. However, none of the Policies are intended to create an employment contract for any specific period of time and the relationship between ASSURED and its employees is and will remain "At-Will."

In addition to this Handbook, Field Staff are also expected to comply with ASSURED’s Field Manual which outlines proper policies and procedures regarding patient care.

**GENERAL NOTICES**

This Handbook supersedes any prior contrary verbal or written policies, statements, understandings or agreements concerning the terms and conditions of your employment at ASSURED. However, notwithstanding the foregoing, nothing in this Handbook modifies, alters or changes any individual written employment contract between ASSURED and any employee including any confidentially or non-compete agreements to which ASSURED and the employee are parties. To the extent the Policies in this Handbook conflict with an individual written employment contract, including any agreement setting forth non-compete and confidentiality provisions signed by one or both of the Administrators of ASSURED, the terms of the individual written contract control. Decisions on the interpretation and administration of all ASSURED’s Policies, including those in this Handbook, are the sole responsibility of ASSURED.

ASSURED reserves the right, at its sole discretion, to amend and/or terminate any Policies and to revise contents of this Handbook at any time. Except as specifically provided in this Handbook, no additional obligations, amendments or exceptions to these Policies can be imposed upon ASSURED at any time, for any reason, except by one or both of the Administrators of ASSURED, in a signed writing. No other employee, representative or agent of ASSURED, had in the past, or now has, the authority to amend, alter or change the Policies set forth in this Handbook or to enter into any agreement concerning the terms and conditions of employment at ASSURED. Written amendments will be issued directly to employees.

All of our employees are part of a team, working ultimately for the same individual – OUR PATIENTS. At ASSURED, service to our patients is our primary concern.

As a condition of employment, all employees are required to accept, review and abide by all Policies contained in this Handbook and must sign the Acknowledgement of Receipt form attached to the end of this

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Handbook. Any questions you may have regarding the Policies or Procedures contained in this Handbook should be directed to your supervisor or one of the Administrators.

All staff are responsible for familiarizing themselves with the content of this Handbook and are required to maintain it in a good and current condition throughout employment with ASSURED. If the Handbook is amended, the previous version of the Handbook should be returned to ASSURED. The Handbook is the sole property of ASSURED and staff is required to return their original and all copies of the Handbook to their supervisor upon termination of employment.

In addition to this Handbook, Field Staff are also expected to comply with any Field Manuals which outline proper policies and procedures regarding patient care, as well as all OSHA requirements, standards of patient care, and other applicable laws and regulations.

If you do not understand something contained herein, it is your responsibility to ask your supervisor or one of the Administrators for clarification regarding any policies you do not understand.

Thank you and welcome to ASSURED.

**AT-WILL EMPLOYMENT**

All employees of ASSURED are At-Will. This means that your employment can be terminated, at any time, for any reason, with or without notice, at the option of either you or ASSURED. No modifications can or will be made to the “at-will” policy except a signed writing by one or both of the Administrators and directed to the employee personally.

**EMPLOYEES AT ASSURED**

It is expected that all of our employees will promote a professional, friendly, cooperative, and respectful attitude in their daily activities and work closely and cooperatively with their co-workers.

ASSURED employs a variety of employees to facilitate the provision of home care services to its patients. ASSURED employs both office-based employees and field employees. All of ASSURED’s employees are employed on a full-time or provisional basis. Designation of full-time or provisional status is at ASSURED’s sole discretion. Provision employee who may at times work 40 hours or more within a work week are still considered provisional unless they are informed in writing of any change in status or as otherwise required by law. Job duties and classifications may be changed by ASSURED at its sole discretion. Benefits vary based upon position and full time and provisional status. ASSURED’s designation controls eligibility unless otherwise required by law.

**SOCIAL SECURITY BENEFITS**

As required by law, ASSURED also contributes to your Social Security benefits. These benefits include certain retirement income, survivor benefits and Medicare. Questions about Social Security benefits should be directed to your local Social Security Office.

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**UNEMPLOYMENT BENEFITS**

Unemployment compensation contributions are made by ASSURED for its employees in accordance with state law. Information about unemployment benefits and your eligibility for same may be obtained from the Michigan Department of Licensing and Regulatory Affairs, Unemployment Insurance Agency.

**HOLIDAYS**

ASSURED offers all of its Field Employees Holiday Pay (time and half) for hours worked on the following Company-recognized holidays:

New Year's Eve (beginning at 7 p.m.)  
New Year's Day  
Easter  
Memorial Day  
Mother's Day  
Independence Day  
Labor Day (Monday)  
Thanksgiving Day (Thursday)  
Christmas Eve (beginning at 7 p.m.)  
Christmas Day

Holiday Pay is not to be used in addition to overtime pay. Employees will only be paid time and half once for the same hours worked in a pay period. Any employee who is scheduled to work and is late or leaves their shift early during a Holiday will not be paid Holiday Pay for those hours worked on the Holiday.

**FAMILY AND MEDICAL LEAVE**

The Family and Medical Leave Act ("FMLA") entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

Twelve workweeks of leave in a 12-month period for:

- >the birth of a child and to care for the newborn child within one year of birth;
- >the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- >to care for the employee's spouse, child, or parent who has a serious health condition;
- >a serious health condition that makes the employee unable to perform the essential functions of his or her job;
- >any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" **or**

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Twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin (military caregiver leave).

FMLA leave may under some circumstances be taken on an intermittent or reduced schedule basis. Employees will be required to exhaust any available paid leave time concurrently with FMLA leave.

To be eligible, an employee must (1) have worked for a covered employer; (2) has worked for the employer for at least 12 months, which generally do not have to be consecutive; (3) has at least 1,250 hours of service for the employer during the 12 month period immediately preceding the leave; and (4) works at a location where the employer has at least 50 employees within 75 miles.

Employees are required to comply with ASSURED's usual and customary requirements for requesting leave and provide enough information for ASSURED to reasonably determine whether the FMLA may apply to the leave request. There are specific FMLA notices you will be provided with upon receipt of sufficient information to determine that the FMLA may apply. You may be required to provide certification of the need for leave for your or a covered family member's serious health condition.

Employees should refer to ASSURED's full FMLA Policy for additional information. All employees are provided with a copy of the full FMLA Policy at time of hire, and additional copies are available at the Office.

**BREAK TIME FOR NURSING MOTHERS**

ASSURED will endeavor to provide a break time for nursing mothers to eligible employees in accordance with the law and taking into consideration your job position and requirements. If you require a break time to express milk, please notify one of the Administrators in writing.

**MILEAGE REIMBURSEMENT**

Mileage will be reimbursed only for Field Employees when driving a patient and only when approved in advance by one of the Administrators the Office Manager. Advance approval and timely submission of a completed Mileage Reimbursement Form is required for payment. Mileage reimbursement forms should be submitted to the Office, including odometer readings, with your time log and is required to be turned into the office at the end of each work week. Falsification of mileage forms in any manner will result in disciplinary action, up to and including termination of employment.

ASSURED reimburses mileage at the IRS standard rate in effect at the time of the mileage being incurred. See one of the Administrators for information regarding the applicable reimbursement rate.

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**MILITARY SERVICE**

If you are called to or voluntarily engage in military service, including absences for the purpose of being inducted into, entering, determining your physical fitness to enter, performing training or deployment duty, you will be placed on inactive status with ASSURED in accordance with the law. Employees are able (but not required) to use accrued vacation or annual leave while performing military duty. Employees leaving their employment to report for duty are required to give as much advanced notice of pending military service as reasonable under the circumstances.

If you timely seek re-employment with ASSURED after you are discharged from military service, you will be eligible for reinstatement, with earned accrued unused benefits which could not be earned as a result of the military service, according to applicable law.

For military service leaves of absence of more than 180 days you must reapply for employment not later than 90 days after completion of service. For leaves of absence of 31 days to less than 180 days, reinstatement to employment must be sought within 14 days after completion of service. Employees seeking reinstatement following leaves of absence less than 31 days must reapply for employment not later than the beginning of the first full regularly scheduled work period on the first full calendar day following the completion of the period of service. Extensions of these time limits are granted for medical necessity in accordance with law. Further details concerning reinstatement following completion of military leave may be obtained from the Office Manager.

While on military service leave, you may pay to continue your employer sponsored health care insurance coverage. For leaves for training or service of 30 days or less, you will be required to only pay your normal employee share, if any, of the cost of the employer-sponsored or provided health insurance coverage. For service leaves longer than 30 days, you will be charged 102% of the entire premium. If you choose to continue your coverage, the right to coverage ends on the greater of the day after the deadline to apply for re-employment or 24 months after the leave for military service began. For further details please contact the Office Manager.

**JURY AND WITNESS DUTY**

We believe jury duty is a civic responsibility and an educational opportunity to learn first-hand about our judicial system. If you are called to jury duty, it is imperative that you immediately notify your supervisor so that ASSURED can still meet its business needs and the needs of its patients during your absence. Employees must also provide the Office Manager with a photocopy of the jury duty summons. Employees serving on a jury must also promptly report to their supervisor their anticipated length of jury duty service and any changes to their expected return date. Time off for jury duty will be unpaid.

If you receive a subpoena to testify as a witness you must immediately notify your supervisor and provide a copy of the subpoena to the Office Manager. Such time off will be unpaid.



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**PAYROLL AND TIME SHEET POLICY**

At ASSURED employees are paid bi-weekly on Fridays through direct deposit. Employees need to provide the Office Manager with their routing and account information (and any updates) to receive timely pay. Employees may opt out of direct deposit and receive a debit card as required by law. Check stubs are mailed to the employee's home address on file every two weeks.

Employees are paid based on time submitted on their time log. ASSURED has a designated form for this purpose and copies may be obtained at the patient's home, from your supervisor or Office Manager. A time log is required to be used for each work week. These time logs must be completely filled out with patient name; employee name; employee title/designation; dates and hours worked (start and stop times); and employee signature. The patient, the patient's family member or another Assured staff member must initial the time log for each start and stop time. Mileage is also recorded with odometer miles for patient transportation in the employee's vehicle.

Your time log must be promptly turned in to the Office at the end of every week. Time logs may be dropped off at 725 Adams Rd., Birmingham, faxed to 248-593-8247, or emailed to [assuredhomenurse@aol.com](mailto:assuredhomenurse@aol.com). Failure to timely provide your time log could result in a delay in processing of your hours worked and a delay in receipt of your paycheck until the next pay period, as well as disciplinary action.

Time logs contain confidential and protected health information regarding patients (such as patient names) which are protected from disclosure by law, so care must be taken to ensure they remain confidential and not left in public view. Compliance with ASSURED's Confidentiality and HIPAA policies is required.

**COMPENSATION**

It is the policy of ASSURED that no employee or representative has the authority to make compensation arrangements or changes to any compensation arrangement, including salary, raises, bonuses, or commissions except an Administrator of ASSURED, in writing, signed by her and directed to the employee personally.

**OVERTIME COMPENSATION**

All eligible non-exempt hourly employees are paid overtime compensation (time and a half) for hours worked over 40 in a work week in accordance with applicable law. No employee may work overtime without prior approval from your supervisor or an Administrator (except for 24 hour care patients). Field staff assigned to 24 hour care patients may not leave until the next staff member arrives. Employees are expected to comply with ASSURED's requests that they work overtime. Overtime compensation will be subject to all withholdings required by law.

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**WAGE DEDUCTION POLICY**

Certain situations may arise when an employee may desire to have costs deducted from their paycheck. In order to do this, the Office Manager must receive an authorization form signed by the employee no later than the Monday before payday for a wage deduction to be made for that week's paycheck. Authorization forms are available from the Office Manager. Regular deductions for insurance benefits, taxes, social security and the like are automatically made to your paycheck. ASSURED will respond to all garnishments received in accordance with the law.

**POLICY ON NON-DISCRIMINATION AND SEXUAL HARASSMENT**

**Equal Employment Opportunity**

ASSURED provides an equal employment opportunity without regard to race, color, religion, sex, marital status, age, height, weight, national origin, ancestry, disability, genetic information, political belief or activity, veteran status or other legally protected category, unless one of the above factors is a bona fide qualification for the job. This policy applies to all employment practices, including recruiting, hiring, training, compensation, benefits, advancement and all other conditions of employment. However, all field employees must be able to effectively and safely provide the required care for patients, with or without reasonable accommodation.

**Non-Discrimination/Harassment**

It is our philosophy and policy that any unlawful discrimination against any employee or applicant based on race, color, sex, age, disability religion, national origin, marital status, disability, handicap, height, weight, ancestry, sexual orientation, political belief of activity or status as a veteran will not be allowed or tolerated. This policy applies to all employment practices including recruiting, hiring, pay rates, training and development, promotions and other terms and conditions of employment and termination.

ASSURED has a "zero-tolerance" policy for the unlawful harassment of any employee including, but not limited to, joking remarks, stories, nicknames or other abusive conduct directed at employees because of their race, color, sex, religion, national origin, age, handicap, height, weight, veteran, marital status or membership in another protected group.

This same policy applies to the behavior of any ASSURED employee toward any patient or a patient's family member or house guest as well as the treatment of an ASSURED employee by any patient or a patient's family member or house guest.

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**Sexual Harassment**

ASSURED prohibits any kind of unlawful harassment of any employee or patient (patient family member). Sexual harassment is prohibited because it is intimidating, often is the result of an abuse of power and is wholly inconsistent with ASSURED's policies, practices and management philosophy. Sexual harassment is defined, generally, as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, express or implied. Sexual harassment can take the following forms:

- Sexual conduct that interferes with another employee's work performance or creates an intimidating, hostile, uncomfortable or offensive work environment.
- Personnel decisions (e.g. promotion, raises, scheduling) made by a supervisor based on the employee's submission to or rejection of sexual advances.
- Submission to a sexual advance used as a condition of keeping or getting a job, whether expressed in explicit or implicit terms.

Sexual harassment also includes unwelcome sexual flirtations, advances or propositions, verbal abuse of a sexual nature, requests for sexual favors, unnecessary touching of any individual, graphic or verbal commentaries regarding the human body, sexually degrading words used to describe an individual, a display in the workplace of sexually suggestive objects or pictures, sexually explicit or offensive jokes, or physical assault.

**Racial/National Origin Harassment**

No unlawful harassment of any employee or patient (or patient family member) will be tolerated at ASSURED. Racial and national origin harassment is verbal or physical conduct that denigrates, belittles or shows hostility or aversion towards an individual because of his/her race or national origin and has the purpose or effect of creating an intimidating, hostile, or offensive working environment, has the purpose or effect of unreasonably interfering with an individual's work performance or otherwise adversely affects an individual's employment opportunities.

Racial or national origin harassment includes, but is not limited to, epithets, slurs, intimidating or hostile acts that relate to race or national origin, written or graphic material that denigrates, belittles or shows hostility or aversion toward an individual because of his/her race or national origin or that is placed on walls, bulletin boards or elsewhere on our premises or circulated in our offices.

**Responsibility of Employee**

All of ASSURED's employees have a responsibility to keep our work environment free of all types of harassment and discrimination. Any employee who becomes aware of an incident of harassment or discrimination, whether by witnessing the incident or being told of it, must report it, in writing, to their supervisor or to one of the Administrators. When ASSURED becomes aware of harassment or discrimination, it will review the situation and take the necessary prompt and appropriate action. Any individual who makes unwelcome advances, threatens or in any way harasses another employee is personally liable for such actions and their consequences.

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**Employee Recourse/Non-Retaliation**

Any employee who feels subjected to any form of discrimination or harassment, including sexual harassment, or who witnesses any conduct which appears to involve discrimination or harassment, should immediately report it to his/her supervisor, in writing, who will investigate the matter and take or recommend appropriate action. This includes discrimination or harassment by a patient or the patient's family members or guests. If you believe it would be inappropriate to discuss the matter with your supervisor, you may bypass your supervisor and report it directly to an Administrator, in writing, who will undertake the investigation. Such reports will be investigated promptly and thoroughly. If the report has merit, disciplinary action will be taken against the offender. Depending on the severity of the misconduct, the disciplinary action could range from a warning to termination of employment.

Complaints of this nature will be maintained in confidence and will be divulged only to the extent necessary to complete the investigation and determine the appropriate resolution. ASSURED prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in complaint investigation. However, if ASSURED determines that false information was provided regarding a complaint, disciplinary action may be taken against that individual up to and including discharge.

**\*\*\* IMPORTANT \*\*\***  
**NOTICE UNDER THE MICHIGAN PERSONS WITH DISABILITIES**  
**CIVIL RIGHTS ACT**

The purpose of this Notice is to advise you of your rights under the Michigan Persons with Disabilities Civil Rights Act ("Act"). This is a law which requires employers to accommodate employees or job applicants who have a "disability" (as defined in Act), unless doing so would cause the employer an undue hardship. According to the Act, a disability is:

A determinable physical or mental characteristic of an individual, which may result from disease, injury, congenital condition of birth, or functional disorder, if the characteristic . . . substantially limits 1 or more of the major life activities of that individual and is unrelated to the individual's ability to perform the duties of a particular job or position or substantially limits 1 or more of the major life activities of that individual and is unrelated to the individual's qualifications for employment or promotion.

A disability does not include:

A determinable physical or mental characteristic caused by the current illegal use of a controlled substance by that individual, or a determinable physical or mental characteristic caused by the use of alcoholic liquor by that individual, if that physical or mental characteristic prevents that individual from performing the duties of his or her job.

**The Act provides that a person with a disability may allege a violation of the law regarding failure to accommodate only if the employee notifies the employer in writing of the need for accommodation within 182 days after the date the employee knew or reasonably should have known that an accommodation was needed.**

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**We encourage all persons who believe that they require accommodation in the work place to adequately perform material duties of their job, to advise one of the Administrators of ASSURED by making a written request for accommodation.**

**DISABILITY ACCOMMODATION UNDER FEDERAL LAW**

In accordance with the law, ASSURED provides equal employment opportunities to qualified individuals with disabilities. Employee must be able to perform essential job functions with or without reasonable accommodation. It is your responsibility to promptly notify one of the Administrators in writing of the need for accommodation and to comply with requests for information regarding the same.

**WHAT WE EXPECT OF YOU**

**HOURS OF WORK**

Due to the temporary nature of the work we perform, we cannot guarantee our field staff regular full time employment for any specific duration. Your services may be terminated at any time, with or without cause, and with or without notice for performance or business related reasons. As a provisional employee you do have some flexibility in scheduling your shift assignments. However, once the shifts are accepted by you, you are expected to report for duty as scheduled. Due to the nature of our work as a home care provider, this is particularly important as our patients are expecting and relying upon your being present to provided needed care and attention.

**SCHEDULING REQUIREMENT:**

Field Staff are required to inform the Scheduling Coordinator of their availability each month for the following month's schedule. Employees are expected to report for duty as scheduled on the monthly scheduling calendars and to remain on duty for the entire shift. Employees who accept to work a 24 hour case, must remain on duty with the patient until the next shift arrives. The patient may not be left without appropriate supervision by an ASSURED Field Staff.

Requests to change the schedule after the monthly scheduling calendars are posted are discouraged and will likely not be granted. The needs of our patients must be the first consideration. In addition, cancelling or calling off for shifts already scheduled with less than 24 hours advanced notice is not acceptable unless it is an absolute emergency. Our patients are counting on you to be there as scheduled.

Our Field Staff are asked to and need to be available to work every other weekend, if requested and required for case coverage. Employees are also required to be available to work a share of the scheduled holiday days.

Employees who do not report to work as scheduled, who refuse to work overtime, weekend or holiday time when requested may be subjected to discipline up to and including termination of employment.

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**OFFERS OF WORK**

By nature of the services we provide, employees are not guaranteed work for any specific period of time. Requests for home care services are made on-demand and ASSURED has to be able to meet that demand. Employees will be called for placement at the phone number they provide. If a message is left on voicemail, employees are required to respond by phone within the same business day the offer is made. Failure to respond to

**ATTENDANCE/TARDINESS/CANCELLATION OF SHIFT**

Regular and prompt attendance from all employees is essential so that ASSURED can effectively run its business operations and ensure that its patients receive proper care. All employees should plan to arrive five minutes prior to their scheduled start time of their shift and be ready to start work.

Failure to maintain proper and regular attendance is grounds for discipline up to and including termination. Calling in for work due to lack of childcare is still considered an unexcused absence. It is your responsibility to have a back-up plan in place. No-Calls/No-Shows are not permitted and will be considered a voluntary quit. Our patients are relying on you to be there.

**Call In Procedure for Field Employees**

When Field Employees are going to be late or absent from work, regardless of the reason, they must timely notify the office at 248-593-8134 and/or call the Emergency Cell Phone Number 248-255-5870. It is your responsibility to speak with a person, even if this means calling back more than once. Until you reach a person, you should leave a message, with a phone number where you can be reached and the name of any patients for which you are scheduled to provide services. You should still call back until you speak with a live person. Texting is not an appropriate means of communication.

Whenever you are absent from work because of illness, upon request, you must provide a doctor's note substantiating the need for the absence. If you are absent from work more than 3 days due to an illness, you will not be permitted to return to work without a doctor's release. If you are absent due to an urgent medical appointment, you must present a doctor's release before returning to work.

Excessive absences, even with a call in, may be grounds for discipline up to and including discharge.

**DOCUMENTATION**

In addition to filling out Time Logs, Field Staff are required to complete all charting and other patient documentation in accordance with ASSURED's Field Manual and comply with all confidentiality and HIPAA policies and requirements. Falsification of documentation is grounds for immediate termination as well as a possible violation of law.

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**DRESS CODE**

All ASSURED employees are required to dress appropriately for their position and in keeping with good business taste. Appropriate hygiene and grooming is required. Field Employees are required to work in scrubs unless preauthorized to wear other clothing. Field Employees are required to wear socks, and wear closed-toe, rubber soled, skid proof shoes. Open toed shoes are not permitted. Nails are required to be short and clean. Hair should be neatly kept and tied back to prevent interference with personal care. Only non-dangling earrings and other non-dangling jewelry are permitted. Field Employees should be careful not to use or wear strong smelling soaps, lotions or perfumes, which may be objectionable to the patients under their care. Field Employees are required to comply with additional dress code and safety requirements contained in the Field Manual as well as any applicable safety and medical standards of care.

Glove Supply- Field Employees are required to ensure that the patient's home is appropriately stocked with gloves. Glove supplies are available in the office.

**MEAL TIME**

Field Employees do not have a scheduled meal time. When time allows you may sit and eat your meals, at a location acceptable to the patient (usually the kitchen). However, you need to be available to provide assistance to the patient, even during meal time. Field Employees are required to provide their own meals while on duty. Upon arrival to the patient's home, ask the client where you may place your lunch bag in the refrigerator and to use the stove or microwave, if needed. Field Employees are required to remain in the patient's home the entire shift, and may not leave for any reason.

**SMOKING**

Smoking during work hours or in the presence of patients is prohibited at all times. Even while providing care to a patient in a smoking environment, ASSURED employees are prohibited from smoking. Breaks to smoke are not generally permitted during a shift, and employees may not stop assistance to a patient in order to take a smoke break. Employees should not smoke outside of a patient's home or on their property. ASSURED staff may still not smoke while on duty, even while providing services to ASSURED's patients outside of the patient's home or in an outside facility.

For those employees who choose to smoke on their own time, care must be taken to prevent the odor from permeating hair, breath, and clothing as some patients may find the odor offensive. Smoking in your car on the way to a shift could cause a patient who finds the odor offensive to refuse admittance or return. In such case, ASSURED cannot guarantee the employee's work hours.

Employees are not permitted to smoke anywhere in ASSURED's office buildings, outside in front of the buildings, or anywhere in public view. Smokers are strongly encouraged and expected to give every consideration to the comfort of non-smokers. Disciplinary measures will be taken against those who endanger and/or deface our offices, our office buildings through careless use or discarding of smoking materials. Only approved receptacles must be used. Never use trash cans or the floor. ASSURED wants to be known for the cleanliness of its offices, buildings and atmosphere.

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**PARKING**

Field Staff are required to park on the street when providing services at a patient's home. If parking in the street is not allowed, then patient should park in the drive way, but make sure that their car does not block access and that it does not leak oil or other fluids on the driveway.

**TELEPHONE AND OTHER ELECTRONIC DEVICE USE**

ASSURED's patients deserve your full attention to your duties. Personal calls are not permitted on a patient's phone. Employee's personal cell phones should be kept in silent mode and out of sight while working. Personal business should not be discussed during working hours. If a business call becomes necessary while in the patient's home, employees are not to neglect the patient for any reason to make the telephone call. Out of courtesy, please inform the patient that you are making a call to the office and when possible excuse yourself so that ASSURED business is not overheard.

During your lunch period, telephone calls may be made from your personal cell phone. However, we ask that you keep personal telephone calls to a minimum.

Employees should not give out their personal phone or cell phone numbers (or personal email addresses) to patients or patients' family members. All phone communication with patients should be through ASSURED's office. Employees may not give out patients' phone numbers to anyone.

If family or friends need to reach you in an emergency, they should call the office 248-593-8134 or the emergency contact number 248-255-5870. There is an office representative available to answer calls 24 hours a day.

Employees are prohibited from conducting ASSURED business (which includes business for a patient) on a cellular phone while driving. If a call must be made, pull off the road in a well-lighted area and conduct your phone business while the vehicle is at a complete stop in a parked position. When driving an ASSURED patient, employees may not use the phone, text or message.

Field Employees may also not use laptops, iPods, Tablets, MP3 players or other electronic devices while in a patient's home and while on duty. Employees may not take photographs of or video record patients without prior authorization from ASSURED's Administrator.

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



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**COMMUNICATIONS WITH ASSURED**

Any correspondence or documents delivered to any Field Employees regarding ASSURED or its patients must be promptly delivered to one of the Administrators. An employee who receives a subpoena, legal pleading, or any official document relating to ASSURED or a patient, must promptly notify an Administrator. Employees are expected to respond accurately and honestly when complying with subpoena requests or when participating in or responding to government or other official investigation. Misrepresentation of ASSURED, its services, or its intentions to patients or to the public will not be tolerated.

**ELECTRONIC MEDIA COMMUNICATION**

As a regular part of its business, ASSURED uses electronic forms of communication and information storage and exchange, such as computers, facsimile, copiers, telephones, email, and internet and external electronic bulletin boards, all of which have the capability to access non-work related information. Employees should not use ASSURED's computers, facsimile, copiers, telephones, email, internet, facsimile, for personal, non-work related purposes during work time. This is a benefit and privilege. Similarly, employees should not use a patient's electronic media and devices.

Employees may not use ASSURED's, or a patient's computers, facsimile, copiers, telephones, email, internet, or facsimile in violation of ASSURED's Non-Discrimination and Harassment Policy, or for any non-work related communications. This means that x-rated, derogatory, obscene or other harassing or inappropriate information may not be accessed and x-rated, derogatory, obscene or other harassing personal messages, jokes, cartoons, screensavers, etc., must not be forwarded, displayed, or sent. Employees should report any incidents of inappropriate viewing, harassment, "cyber-stalking" or threats immediately to their supervisor and/or one of the Administrators in writing.

ASSURED expressly reserves the right to and may in fact without notice, review, monitor or otherwise record employees' use of ASSURED's computers, facsimile, copiers, telephones, email, internet or facsimile. Improper use of the internet, email, facsimile, copiers, telephones and computer systems is grounds for discipline up to and including discharge. This policy applies to all electronic media and services which are accessed on or from ASSURED's premises, accessed using ASSURED's computer equipment, or via company-paid access methods, and/or used in a manner which identifies the individual with ASSURED or a patient.

Employees are prohibited from using a code, accessing a file, copy, downloading, or uploading any software, or retrieving any stored communication unless specifically authorized in advance by their supervisor to do so. Only the employee's supervisor has authority to give such authorization. All pass codes are the property of ASSURED. No employee may use a pass code or voice mail access code that had not been issued to that employee.

Field Employees may not use patients' computers, email account, internet, or any other electronic media or equipment for personal use.

Violations of this policy will result in disciplinary action, up to and including termination of employment.

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**PLACEMENT OR SERVICES PROVIDED OUTSIDE OF PATIENT'S HOME**

Due to the nature of our work, Field Staff may provide services to a patient in a nursing home, rehabilitation facility, hospital, or other outside environment. ASSURED's staff is required to conduct themselves in a professional and business-like manner at all times. ASSURED's staff is also required to follow any rules or standards of conduct or behavior at any facilities where they are providing care to an ASSURED patient. ASSURED staff may not provide services to ASSURED's patients outside of a relationship with ASSURED.

**NON-DISCLOSURE AND PROHIBITION OF PERSONAL USE OF CONFIDENTIAL, PERSONAL, MEDICAL AND/OR PROPRIETARY INFORMATION**

Types of confidential Information

1. Patient/Medical Information. ASSURED is a provider of health care services. As such, ASSURED works with patient medical information which is confidential and protected from unnecessary disclosure by law. Confidential medical information includes, but is not limited to, patient protected information as defined by HIPAA, insurance identifiers, physician and other healthcare professional identifiers/credentials (DEA numbers, state license numbers, NPI, etc.), and various identifiers assigned to ASSURED, its individual healthcare professionals and ASSURED's Contracted Agencies.
2. ASSURED's confidential, proprietary, trade secret information. During the course of your employment with ASSURED, you may also learn about information which may also be confidential, trade secret, or proprietary information ("Confidential Information"). This information includes but is not limited to patient/customer lists, pricing information, marketing information and vendor information.
3. Social Security Numbers of ASSURED's employees and patients.

Non-Disclosure, Safeguards, and Prohibited Use

The nature of our business requires our business transactions to be kept confidential and to be discussed only within the office and only with appropriate parties. During employment and after termination of employment (whether voluntary or involuntary), employees may not, directly or indirectly, disclose, reveal, or make use of ASSURED's Confidential Information, other than in the exercise of his/her duties acting for or on behalf of ASSURED. Misuse of this confidential information is grounds for immediate termination, as well as violation of state and federal law, including, but not limited to HIPAA. In the event that misuse of this Confidential Information involves controlled substances, it must be reported, under ASSURED's zero-tolerance policy, to DEA and local authorities.

Employees must take steps to safeguard the confidentiality of all of ASSURED's Confidential Information by restricting access to the information on a need to know basis, not leaving documents containing Confidential Information open for public view. Confidential Information may not be removed from ASSURED's, premises, or a patient's premises unless removal is for a legitimate work need. Efforts

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must be taken to ensure that any confidential documents taken outside of the office are kept and remain confidential. All documents which contain Confidential Information may only be disposed of through shredding. ASSURED will provide designated receptacles for this purpose.

All access to patient information will be determined by a need to know basis. Professional personnel not involved with the patient's clinical care are not permitted access to patient medical information unless authorized and approved by one of the Administrators. A signed Patient Consent form must be obtained before the information may be released.

Improper use or disclosure of Confidential Information not only results in injury to ASSURED, and its patients, but potentially results in harm to all ASSURED employees, as ASSURED may lose a significant portion of their competitive ability. It may also be a violation of privacy laws. Consequently, any violation of this policy will subject the employee to discipline up to and including discharge.

**HIPAA – PRIVACY OF PATIENT INFORMATION**

ASSURED has adopted policies and procedures in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") respecting the privacy of a patient's personally identifiable and protected health information ("PHI"). Protected health information is any information about the patient that can identify the patient including but not limited to name, address, age, social security number, diagnoses, mental status, and/or personal or family problems, and medication.

Employees may not disclose or use patient's protected PHI for any reason other than to carry out the duties of their jobs, and never for personal use or gain. Such information may not be disclosed to anyone other than other ASSURED employees who need to know such information to carry out their own job duties. Consent is required for any disclosure of patient information to third parties.

ASSURED staff may not take or disclose photographs or video-record patients without prior written approval from an Administrator.

No confidential or patient's protected PHI may be left as a message or when speaking of patients in front of 3<sup>rd</sup> parties or in the office or other places while non-ASSURED employees are present.

Discussions about patient care must be kept private so that patient visitors and others do not overhear them. Private medical information should not be discussed with other patients, person's outside the agency, or staff not assigned to the case. Confidential and private client information should only be discussed with ASSURED schedulers, supervisors, and other staff assigned to the case. The client's medical condition should not be discussed on personal cell phones. Such information should not be shared with family members who are not authorized representatives.

In the patient's home, medical documentation and records should be kept private and should not be left open to onlookers. Only authorized personnel may read the patient's medical records. All documentation should be kept in a folder, free from identification by onlookers, when being transported from patient home to office. Documentation of one patient should never be found in another patient's home. Mileage documentation should never contain the name of another patient. Always use the patient's city of residence. Do NOT leave patient records, including any piece of paper, computer or handheld device containing patient

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health information, where others can see them. That means not leaving patient files on your car seat or in a bag at the front door while you're inside another patient's home. It also means not leaving patient information around your own home where others can see it. Patient home charts should be kept with the patient at all times unless otherwise noted by the patient. Patient identifiable and protected information should be disclosed minimally only on a need to know basis.

ASSURED also has a formal HIPAA Policy. All ASSURED employees are required to undergo staff training regarding compliance with this HIPAA policy and procedures. Compliance with ASSURED's HIPAA policies and procedures is mandatory for all employees. A copy of the HIPAA policy is available at the Office. Any specific questions regarding the HIPAA policy or procedures should be directed to one of the Administrators.

Violation of this policy is not only a violation of the law, but will result in discipline up to and including discharge. In some cases, employees may be criminally liable for disclosing protected health information in violation of HIPAA.

**SOCIAL SECURITY NUMBER PRIVACY POLICY**

ASSURED has adopted a Social Security Number Privacy Policy in accordance with state law. The purpose of the Social Security Number Privacy Act and this policy is to ensure, to the greatest extent possible, the confidentiality of social security numbers, to prohibit the unlawful disclosure of social security numbers, to limit the persons who have access to the information and documents that contain social security numbers, and to set forth and practice proper procedures for the disposing of documents which contain social security numbers.

In the regular course of business, ASSURED collects and maintains documents which contain social security numbers under conditions and circumstances allowed by law. In accordance with ASSURED policy, and as required by law, all or more than 4 sequential digits of a social security number may not be placed on identification cards, badges, time cards, employee rosters, bulletin boards, permits, licenses, or any other materials or documents for public display. Documents, materials or computer screens that display all or more than 4 sequential digits of a social security number may not be disclosed for public viewing and are limited only to authorized personnel who have a business reason for reviewing such information.

All documents containing social security numbers must be stored in a physically secure manner so that only authorized personnel have access to such information. Social security numbers may not be stored on computers or electronically unless they are secured from unauthorized access. Only management personnel who have legitimate business reasons to know may have access to records containing social security numbers. Social security numbers must be kept private and secure at all time. Documents may not be sent through the mail which contain all or more than 4 sequential digits of a social security number, if the number can be seen through the envelope window or is otherwise visible from the outside of the envelope or package.

If documents containing social security numbers need to be disposed of, such disposal must be done in such a way to protect the confidentiality of the social security numbers. It is the policy of ASSURED that this is done by shredding.

Violations of the Social Security Privacy Act carry criminal and civil penalties. Additionally,

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violations of this ASSURED policy can and will result in discipline up to and including discharge. Employees are encouraged to immediately report any violations of this policy to one of the Administrators.

**SOCIAL MEDIA POLICY**

The use of social media has become pervasive in today's society. ASSURED employees should not "friend" ASSURED patients or their family members on Facebook or any other social media site. Employees who were already "friends" with such individuals prior to employment, may continue to be "friends," but may not communicate with such friends regarding patient PHI, patient care, or treatment. No patient information, including PHI, pictures, or comments which may disclose the identity of a patient or a patient's care or treatment, may be discussed or posted on any social media sites. Employees may not provide any medical advice or comments related to an ASSURED's patient's treatment or care on or through social media sites.

**NO-SOLICITATION**

ASSURED will continue as a successful competitor in the industry if it devotes its full attention to quality work. As a consequence, solicitation of any kind on ASSURED's premises or in a patient's home is prohibited. Patients and their family members may not be solicited for any purpose unrelated to the business of ASSURED. This includes commercial ventures, religious or political causes, outside organizations or other non-job related solicitations.

Employees are not allowed to solicit patients, or patient's guests or family members. Employees may not solicit their co-workers during working time. Employees may not permit or encourage their friends, family and associates from soliciting employees or patients. In the interest of maintaining clean and orderly facilities, the distribution of non-work related literature in a patient's home is prohibited.

Non-employees and outsiders are not permitted to solicit or distribute literature on ASSURED premises at any time. Employees are not permitted to enter or remain in the interior of the building or other working areas for purposes of non-work related reasons, including solicitation.

**DRUG FREE WORKPLACE**

It is essential that all employees be alert and in full possession of their faculties when working to protect the safety of our staff, our patients and the public, as well as to promote high standards of conduct, integrity and efficiency. Working while under the influence of or being impaired by controlled substances, drugs (illegal or prescribed) or alcohol can cause permanent injury or death.

Employees are prohibited from reporting to work in an unfit condition, while under the influence of or impaired by alcohol, drugs, or controlled substances or while having drugs, alcohol or controlled substances in their system. No employee may possess, sell or distribute alcohol or controlled substances, use non-physician prescribed drugs or controlled substances while on company property or on company time. Employees may not report to work while taking prescription drugs that affect the employee's ability to perform his/her job competently or safely.

To prevent controlled substances, drugs, alcohol and other contraband from being brought onto

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ASSURED's premises or a patient's premises, ASSURED specifically reserves the right to, at its discretion, inspect any employee vehicle, desk, work area, package, purse, wallet, or other personal belongings brought onto ASSURED's premises, a patient's home, or wherever work is being performed. Employees suspected of being impaired at work will be subject to drug testing at ASSURED's discretion. Random drug tests may be required as well. The suspected employee will be immediately transported to a designated testing site and testing will be conducted in accordance with the law. ASSURED reserves the right to test any employee who is involved in a driving related accident or suffers injury on work time. Employees will cooperate in all investigations of suspected rule violations, including drug testing.

**REPORTING WORKPLACE INJURIES AND ACCIDENTS**

You are required to promptly report to your supervisor in writing on an Incident Report form, any work-related accident, injury, or illness, or any injury which occurs at ASSURED's premises, a patient's home, parking lot, or while on work related business, no matter how trivial you think it may be. Prompt notice is essential. If you do not report an accident, injury or illness, you may forfeit some or all of your workers' compensation benefits. The written Incident Report must be completed (including employee signature) within 24 hours of any injury, accident or illness related to employment.

**WORKPLACE VIOLENCE**

Incidents of workplace violence are taken very seriously. ASSURED has a zero-tolerance policy against threats or acts of violence in the workplace and threats or acts of violence against any ASSURED employee, patient, patient family member or guest, customer or visitor. Employees are prohibited from bringing any type of firearm, weapon, knife or explosive device onto ASSURED premises, into a patient's home or property, or any other place where services are being provided to ASSURED patients. ASSURED reserves the right, at its sole discretion, to inspect any desk, work area, package, purse, wallet, vehicle or other personal belongings brought onto ASSURED's premises, a patient's home, or any other facility where services are being provided to patient for any type of firearm, weapon, knife, or explosive device.

Employees play an indispensable role in keeping the workplace safe. They, in many cases, are the eyes and ears of ASSURED. Employees have a duty to warn their supervisor or higher management of any suspicious workplace activity, situations or incidents that they observe or that they are aware of that involve other employees, former employees or visitors which appear problematic or dangerous. This includes, but is not limited to, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks and the revealing or indication of the presence of a weapon or other dangerous instrumentality.

Employee reports of violence or potential violence will be held in confidence to the greatest extent possible. Retaliation of any kind is not permitted against any employee who makes a report under this policy.

If a threat of actual violence is imminent, employees should call 911, contact a supervisor and/or one of the Administrators and seek safety with any patient under their care.

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**AVOIDANCE OF CONFLICT OF INTEREST AND OTHER PROHIBITED CONDUCT**

While employed by ASSURED, employees may not engage in any business or other activity that interferes with or conflicts with their duties to ASSURED. Under no circumstances may an employee work for any competitor of ASSURED or have any financial or pecuniary interest in any competitor of ASSURED without authorization by ASSURED. ASSURED staff may not provide services or care for any patient of ASSURED or a family member of a patient of ASSURED outside of their relationship with ASSURED during their employment and for two years following termination of employment with ASSURED.

**EMPLOYMENT APPLICATION/ EMPLOYEE PERSONAL INFORMATION**

ASSURED relies upon the accuracy of information contained in your employment application, as well as the accuracy of other data submitted by, and for the benefit of applicants throughout the hiring process and employment. Any misrepresentations, falsifications or omissions in any of this information or data may result in exclusion of an applicant from further consideration for employment or, if the individual has been hired, may result in termination of employment.

ASSURED's records must always reflect the current status of an employee's personnel information, correctly and completely. Employees are required by ASSURED's policy to maintain an accurate, true and current home address (Post Office Box numbers or rural route numbers are *not* acceptable). Employees must also have a working phone number with voicemail and provide that number (whether or not it is unlisted). Texting as a means of communication is not appropriate.

All mailings, withholding tax statements, insurance certificates, claim forms, benefits and many other aspects of employment are based upon our records being correct.

If there is any change in an employee's personal information, ASSURED must be informed in writing immediately. Employees are required to report to the Office Manager any changes in name, address, telephone number, marital or family status and person to be notified in case of emergency. Personal information changes must be made in person, at the office, since a signature is required to authorize these types of changes.

**NOTICE OF CHANGES**

For your protection, convenience and benefit, you are requested to notify the Office Manager immediately of any change in your name, address, phone number or number of dependents. Keeping this information accurate enables us to reach you in an emergency, forward your mail and W-2 forms, maintain your insurance and other benefits, and compute your payroll deductions. This personal information will be handled with complete confidence. We will not supply personal information to unauthorized individuals.

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**AUTHORIZATION OF EMPLOYMENT**

All employees of ASSURED are required by federal law to verify their authorization to work in the United States. On the first day of work, new employees will be asked to provide original documents verifying their right to work and, as required by federal law, to sign a Federal Form I-9 Employment Eligibility Verification Form. If at any time, ASSURED cannot verify the employee's right to work in the United States, ASSURED will be obligated to terminate that person's employment. Periodically, ASSURED may be required to re-verify employment eligibility.

In compliance with the law, ASSURED prohibits discrimination in hiring, recruiting, referring for a fee or discharging any person based on citizenship and/or national origin.

**HEALTH CARE LICENSES/CERTIFICATIONS**

Employees who are hired with a health care license/certification are required to keep their certifications valid at all times during their employment with ASSURED. Employees are required to notify ASSURED of any investigation, suspension, probation, revocation, or termination of any health care license/certification by the State of Michigan or any other State which occurs during their employment with ASSURED by advising their supervisor in writing of any of the foregoing events.

In addition, ASSURED Field Staff are required to maintain current CPR certification and all Field Staff must have an annual TB skin test. ASSURED must also have a cardboard copy of all Field Staff fingerprints on file.

**DRIVER'S LICENSE, DRIVING RECORD AND INSURANCE**

Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license, insurance coverage, and an acceptable driving record and have a safe operating vehicle. Employees operating their own motor vehicle to transport ASSURED patients must keep such vehicle in good working order and have proper insurance. ASSURED is not responsible for the costs for maintenance or repair of employees' vehicles. Employees are responsible for providing their own transportation to and from work, and for those employees' who are responsible for providing transportation as part of their job duties, they are responsible for alternative coverage in the event their personal vehicle is not available. It is absolutely prohibited for ASSURED employees to ask a patient/patient's family for transportation or to accept an offer for transportation.

Employees are required to notify the Office Manager at ASSURED of any loss of insurance coverage, or any tickets and convictions/judgments related to the operator of a motor vehicle and any action take with regard to your driver's license, including but not limited to, probation, suspension, or revocation.



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**BONDING REQUIREMENTS**

All employees are required to be bondable at all times while employed with ASSURED. Employee must immediately notify ASSURED of any event or condition which would render them not bondable.

**APTITUDE AND ABILITY TESTS**

Employees may be subjected to job-related competency testing at the discretion of ASSURED. Successful completion of such testing is required for continued employment.

**RULES OF CONDUCT FOR ALL EMPLOYEES**

We have certain rules of conduct that have to be followed if we are to get our work done in an efficient and orderly way. Your cooperation is essential and we urge you to familiarize yourself with the rules of prohibited conduct listed below so you know what is and is not acceptable behavior. Based on common sense and good judgment, these rules are designed to protect your rights, the rights of your fellow employees, and the rights of our patients.

Violations of the following rules will, in at the discretion of ASSURED, result in disciplinary action up to and including discharge.

1. Poor work performance;
2. Insubordination (disobedience to authority or failure to follow instructions);
3. Discourtesy towards others, especially patients or their family;
4. Theft, unauthorized removal of ASSURED's property or misappropriation of property or funds of ASSURED;
5. Theft of property of fellow employees; theft of property of patients or the patient's family;
6. Borrowing money or requesting items from ASSURED patients or their family, including but not limited to money, food or automobiles;
7. Accepting gifts from an ASSURED patient or a patient's family without advance authorization from one of the Administrators;
8. Unauthorized removal of an ASSURED's patient's property;
9. Solicitation or sale of services to an ASSURED patient or a patient's family that are not offered by ASSURED;
10. Horseplay, scuffling, running or throwing material or other objects;

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11. Violation of ASSURED's Drug Free Workplace Policy;
12. Violation of ASSURED's policy on Non-Discrimination and/or Harassment;
13. Gambling on ASSURED's premises on work time;
14. Causing hazardous or unsafe working conditions;
15. Possession of weapons, firearms or explosives on ASSURED's premises, in a patient's home, or any other facility where employee is providing services to an ASSURED patient;
16. Falsification of personnel or other records, including false statements made at the time of hire;
17. Improper recordkeeping;
18. Improper use of ASSURED benefits, including misrepresenting the purpose for a leave of absence;
19. Restricting or interfering with business operations or attempting to induce others to do so;
20. Violation of the call-in procedure, excessive absenteeism or tardiness, or absence without notification and/or permission; or failure to report to work;
21. Damage to, destruction of, or misuse of property and equipment belonging to ASSURED, ASSURED's employees, a patient or a patient's family, or a facility where the employee is providing services to an ASSURED patient;
22. Leaving the job before the end of the assigned schedule without permission, walking off the job or wasting time, loafing, sleeping on the job, neglect or failure to perform assigned duties. Field Staff are not permitted to sleep in a patient's home or while on duty;
23. Violation of the non-solicitation policy;
24. Fighting, assaulting, threatening, intimidating, coercing or interfering with employees, patients or the patient's family;
25. Disorderly or indecent behavior on ASSURED's premises, or in patient's home, or otherwise while working;
26. Smoking in unauthorized areas and/or discarding smoking materials improperly;
27. Improper dress attire;
28. Conducting personal business on ASSURED time, ASSURED property, or a patient's home or property;

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29. Engaging in other employment which is a conflict of interest and/or interferes with an employee's job performance or work for ASSURED;
30. Violation of safety policies or engaging in any action which threatens the safe or efficient operation of ASSURED, or puts an employee, patient, member of patient's family or member of the public's safety in jeopardy;
31. Failure to cooperate in the investigation of an offense, or in the maintenance of a safe workplace;
32. Violation of cell phone policy, unauthorized use of ASSURED or patient's telephone, email, internet, facsimile, photocopier, or computer system;
33. Personal conduct which is obnoxious or abusive of other employees or patients, including gossip, rumors and statements of a defamatory nature;
34. Failure to keep work area clean or to properly dispose of trash or waste;
35. Unauthorized entry into ASSURED's building or a patient's home during non-working hours;
36. Posting, removing or tampering with notices on ASSURED's bulletin boards without authorization;
37. Possessing books, magazines, or posters which contain nudity or sexually explicit material, which are not permitted on ASSURED's premises or in a patient's home, or anywhere where employee is providing services to an ASSURED patient;
38. Using, removing or disclosing ASSURED confidential information of any nature, including Social Security numbers, in violation of the Confidential Information Policy, the Social Security Number Privacy Policy, and the HIPAA Policy in violation of state or federal laws, and without the appropriate authorization from ASSURED;
39. Solicitation or acceptance of unauthorized payments, gifts or services;
40. Assisting or permitting unauthorized personnel to enter ASSURED's premises or property;
41. Vandalism, graffiti or other harassing, rude or immoral writing or graphics on Company or patient property;
42. Failure to create or maintain appropriate business records;
43. Inappropriate behavior involving a patient or patient's family, including but not limited to discussion of employee's personal, financial or medical problems with an ASSURED patient or patient's family;

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44. Bringing any adult, child, or pet into a client's home who does not have an official function with ASSURED;
45. Insertion of Field Staff into personal conversations the ASSURED patient or family members are having with visitors. The Field Staff should be available to provide assistance when needed, but should be unobtrusive and not interject into the personal visit or conversation.
46. Laundry and other housekeeping tasks will only be performed for an ASSURED patient if it is part of the plan of care or a medical necessity. Laundry will only be performed in the patient's home. Field Staff should not be moving furniture, hanging pictures or window treatments and the like for decorative purposes and may not wash their own laundry at a patient's home;
47. Consuming alcoholic beverages or illegal substances while in a client's home or on duty with a client. Field Staff employees may not take prescribed medication which may impair their judgment or ability to provide safe patient care. Employees are required to contact one of ASSURED's Administrators in the event they are prescribed medication which may impair their ability to safely perform their job, including all controlled substances; and
48. Failure to follow ASSURED's Field Manual, standard of care, and/or OSHA guidelines.

The above rules are not intended to be all inclusive of the proper standards of conduct or obligation of employees. ASSURED reserves the right to take disciplinary action up to and including discharge for other offenses not specifically listed here. This listing of Rules of Conduct and any discipline taken under these rules does not modify your AT-WILL employment status.

**TERMINATION - LEAVING EMPLOYMENT**

Where possible, all employees are requested to submit, in writing, notice of intent to leave employment at least 2 weeks prior to the actual date of resignation so we can attempt to meet the needs of ASSURED and our patients for staffing. ASSURED may choose at its discretion to terminate the employee immediately. However, just as any employee may resign at any time, for any reason or for no reason at all, ASSURED reserves the right to release an employee at any time, for any reason or for no reason at all, with or without cause. This is at-will employment. Only the Executive Director of ASSURED has the authority to make an exception to this at-will policy, and it must be in writing, directed to you personally, and signed by them. This at-will policy applies to all of our employees, irrespective of their length of service, and will continue to apply to your employment as long as you work for ASSURED.

Upon termination of employment, all ASSURED property, including office keys, patient files and records, the Employment Handbook, Field Manual and all other proprietary, confidential and trade secret documents/information (originals and copies) in the employee's actual or constructive possession must be immediately returned to ASSURED.

It is the departing employees' responsibility to make sure ASSURED has their correct mailing address on file. The departing employee is expected to complete any outstanding paperwork and, bring in any belongings and/or property to the office prior to picking up his/her last paycheck. The individual may be responsible for paying for any items that have been given to him/her for the purpose of employment with

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ASSURED if not returned upon picking up payroll check (i.e., employee identification badge, policy and procedure manual, etc.).

To be eligible for rehire, two weeks' notice must be given for voluntary separation and the employee must cooperate with ASSURED on exit planning.

**REFERENCE RELEASE**

It is the policy of ASSURED that reference information concerning current or past employees will not be released to prospective employers without a signed, dated, written authorization for reference release form being on file with ASSURED.

With a signed written authorization, only the following reference information will be disclosed at ASSURED's discretion:

- a. Date of hire
- b. Position
- c. Social Security number
- d. Termination date
- e. Any other documented information contained in the employee's personnel file.

**REDUCTION OF APPLICABLE STATUTES OF LIMITATION PERIOD**

**\*\*\*VERY IMPORTANT NOTICE \*\*\* PLEASE REVIEW CAREFULLY**

On rare occasion, an employee may have a dispute with respect to an adverse employment action, change in compensation, or an unlawful working condition, including the termination of his/her employment, that cannot be resolved internally. In consideration of employment, or continued employment by ASSURED, employees' claims or lawsuits relating to their employment or service with ASSURED must be filed **not more than six (6) months** after the date of the employment action or unlawful working condition, or less if provided by law, which is the subject of the claim or lawsuit. Any longer statute of limitation to the contrary is waived.

**ARBITRATION OF ALL DISPUTES FOR MONETARY DAMAGES**

**\*\*\*VERY IMPORTANT NOTICE\*\*\* PLEASE REVIEW CAREFULLY**

Any disputes or claims involving monetary damages which may arise between ASSURED and an employee arising out of the employment relationship, including but not limited to compensation, termination of employment, conditions of employment, discrimination or harassment, or other employment related matters, shall be determined by binding arbitration under the laws of the State of Michigan and the American Arbitration Association or the Federal Arbitration Act, if applicable, to be decided by a three member arbitration panel. Notwithstanding the foregoing, nothing herein, shall prevent either an employee or ASSURED from seeking and obtaining equitable relief, only, on a temporary or permanent basis from a court of competent jurisdiction to immediately protect or enforce the rights of either, or to prevent irreparable harm and injury. However, the court's jurisdiction is expressly limited to the equitable issues and relief sought, and all claims for monetary damages are to be determined through binding arbitration.

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[ASSURED COPY]

**Acknowledgment and Agreement \*\*\*Important Read Carefully\*\*\***

I acknowledge receipt of ASSURED's Handbook. I understand and agree that I am bound by the policies, terms and conditions of employment set forth in this Handbook. It is my responsibility to become familiar with the Policies, terms and conditions herein. However, notwithstanding the foregoing, nothing in this Handbook modifies, alters, waives or changes any individual written employment contracts between ASSURED and me. To the extent the policies in this Handbook conflict with such individual written employment contracts, the terms of the individual contract controls.

I understand and agree that my employment with ASSURED is **At-Will** and that I may terminate my employment at any time, for any reason, with or without notice and ASSURED may do the same. I understand and agree that the Policies and conditions stated in this Handbook govern my employment at ASSURED. I understand and agree that this Handbook supersedes and cancels any prior contrary verbal or written policies, statements, understandings or agreements concerning the terms and conditions of my employment with ASSURED. I understand and agree that ASSURED may unilaterally modify and/or terminate any policies, practices, procedures and standards it has adopted or implemented, to the extent not limited by law. I also understand and agree that this Handbook is not a contract, express or implied, and it does not guarantee employment for any specific duration. I understand and agree that no employee has the authority to change the terms of my employment as stated in this Handbook other than one of the Administrators of ASSURED, in a writing signed by them and directed to me personally.

I understand that as an employee, I may not provide services to ASSURED's patients outside of my employment with ASSURED and I may not provide services to any current or former ASSURED patient for whom I provided services for two years after my termination.

AS CONSIDERATION FOR EMPLOYMENT AND/OR CONSIDERATION FOR CONTINUED EMPLOYMENT WITH ASSURED, I UNDERSTAND AND AGREE THAT ANY CLAIM OR LAWSUIT RELATING TO MY EMPLOYMENT WITH ASSURED MUST BE FILED NO MORE THAN SIX (6) MONTHS AFTER THE DATE OF THE EMPLOYMENT ACTION OR OCCURRENCE THAT IS THE SUBJECT OF THE CLAIM OR LAWSUIT. WHILE I UNDERSTAND THAT THE STATUTE OF LIMITATIONS FOR CLAIMS ARISING OUT OF AN EMPLOYMENT ACTION MAY BE LONGER THAN SIX (6) MONTHS, I AGREE TO BE BOUND BY THE SIX (6) MONTH PERIOD OF LIMITATIONS SET FORTH HEREIN AND I **WAIVE ANY STATUTE OF LIMITATIONS TO THE CONTRARY**. SHOULD AN ARBITRATOR OR ARBITRATION PANEL DETERMINE IN SOME FUTURE ARBITRATION PROCEEDING OR A COURT DETERMINE (WITH RESPECT TO ANY MATTER NOT SUBJECT TO THE ARBITRATION PROVISION SET FORTH HEREIN) THAT THIS PROVISION ALLOWS AN UNREASONABLY SHORT PERIOD OF TIME TO COMMENCE AN ARBITRATION PROCEEDING OR LAWSUIT, THE ARBITRATOR(S) OR COURT SHALL ENFORCE THIS PROVISION AS FAR AS POSSIBLE AND SHALL DECLARE THE ARBITRATION PROCEEDING OR LAWSUIT BARRED UNLESS IT WAS BROUGHT WITHIN THE MINIMUM REASONABLE TIME WITHIN WHICH THE ARBITRATION PROCEEDING OR LAWSUIT SHOULD HAVE BEEN COMMENCED. I UNDERSTAND AND AGREE THAT ANY CLAIM MADE BY ME FOR MONETARY DAMAGES RELATING IN ANY WAY TO MY EMPLOYMENT OR TERMINATION OF MY EMPLOYMENT AT ASSURED IS SUBJECT TO BINDING ARBITRATION.

I certify that I have read, fully understand and accept all of the foregoing terms of this Acknowledgement and Agreement.

Employee Signature: \_\_\_\_\_

Print Name of Employee: \_\_\_\_\_

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[EMPLOYEE COPY]

**Acknowledgment and Agreement \*\*\*Important Read Carefully\*\*\***

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I certify that I have read, fully understand and accept all of the foregoing terms of this Acknowledgement and Agreement.

Employee Signature: \_\_\_\_\_  
Print Name of Employee: \_\_\_\_\_  
Date: \_\_\_\_\_