

# Integrative Behavioral Home Care

## Field Employee Handbook

### **POLICY AREA: COMPANY-WIDE**

NOTHING CONTAINED IN THIS POLICY AND PROCEDURE MANUAL IS INTENDED TO CREATE (NOR SHALL BE CONSTRUED AS CREATING) A CONTRACT OF EMPLOYMENT (EXPRESS OR IMPLIED) OR A GUARANTEE OF EMPLOYMENT FOR ANY TERM OR FOR ANY SPECIFIC PROCEDURES. THERE IS NO CONTRACT OF EMPLOYMENT BETWEEN IBH HOME CARE, INC. AND ANY ONE OR ALL OF ITS EMPLOYEES. EMPLOYMENT SECURITY CANNOT BE GUARANTEED FOR OR BY ANY EMPLOYEE.

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Approved by Integrative Behavioral Home Care, LLC.

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# Employee

## Introduction

Welcome to Integrative Behavioral Home Care, Inc. (“IBH”). We consider it a privilege to work with the most caring and dedicated people in the world – our employees. We understand that caring for others is important to you and we believe your experience at IBH will be both satisfying and rewarding. IBH pledges to its employees that as long as the affairs of this company are in our hands, the following principles will govern our actions with employees. Our goal is to provide our clients who suffer from depression, confusion, wandering, and agitation, the opportunity to stay at home. Our goal is to minimize hospital and nursing home placements. We train our caregivers to recognize problems, respond appropriately, and reach out to experienced team care coordinators for guidance.

IBH is based on the values of love and respect. IBH employees can expect to be treated in a way that reflects these values. We know that likewise, our clients will be treated as such. IBH employees and their welfare are very important to the success of our company. Our long-range objective is the continuous development of a growing and prospering business through which both employees and IBH will benefit. Every employee is considered a member of our company team. Our success as a company is built on the recognition of the skills and efforts made by each employee. It is our policy to work with all members of our team in a fair and friendly manner and to treat each team member with dignity and respect. General conditions such as safety, cleanliness and employee accommodations will be evaluated periodically for possible improvement and will always compare favorably with good industry practice. We will be pleased to meet with any employee to discuss suggested improvements in working conditions.

## Policy, Procedure, and Practices

We believe in keeping employees informed about our policies, procedures, practices, benefits, what employees can expect, and the obligations assumed as an IBH employee. IBH’s Policy and Procedure Manual (“manual”) contains brief statements of certain policies, practices and procedures relating to your employment with IBH, and the policies and procedures in this manual replace and supersede all previously issued handbooks, policies, and procedures. Please note that not all policies or procedures are contained. This is only a general description of our policies, practices and procedures. Because of regular improvements and changes, the content of some items may not always be current. Descriptions of various fringe benefits are summaries only. Should the description in the manual differ with any formal agreement or document involved, the formal agreement or document shall be considered correct.

Because IBH is a growing, changing organization, it reserves full discretion to add to, modify, or delete provisions of this manual at any time without advance notice. Management at all times reserves the right



to act apart from the policies and procedures contained herein. No statement or promise by a team care coordinator, manager or department head may be interpreted as a change in policy nor will it constitute an agreement with an employee. IBH's policies, practices, and procedures are subject to the interpretation and discretion of the Executive Officers of IBH and may be modified, amended or eliminated without notice. Employees should check with Human Resources to obtain current information regarding the status of any particular policy, procedure or practice.

## **At-Will Employment**

All employment at IBH is at-will. At-will means that both employees and IBH have the right to terminate employment at any time, with or without advance notice, and with or without cause. No one other than the President has the authority to alter this agreement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy, and any such agreement must be in writing and must be signed by the CEO of IBH.

Nothing set forth in this manual is intended to create, and does not create, either an express or an implied contract of employment for a definite or indefinite term. At all times during employment, employees retain the right to leave at will, and IBH retains at all times the right to terminate the employment of any person without any prior notice, with or without cause and with or without any reason.

## **Our Promise to You**

IBH will devote its best effort to conducting an expanding business within which an atmosphere of harmony will prevail with opportunity for all employees of IBH. We are dedicated to providing quality employment that meets your career needs and we look forward to getting to know you.

**Thank you for joining Integrative Behavioral Home Care ("IBH")**

# **Pre-Employment Screening Policy**

IBH strives to employ qualified, compassionate individuals who will contribute to IBH's mission. Employment at IBH is contingent on employment eligibility verification (as defined by the Immigration and Naturalization Service), satisfactory references, health screening, federal, state and central registry background checks, tuberculin test (as applicable), and successful completion of pre-service training. All recruiting, hiring, and employment decisions shall be made on the basis of individual merit and objective job qualifications. Any job training determined by IBH to be necessary shall be provided on a non-discriminatory basis.

## **Application for Employment**

All candidates for employment with IBH must fully complete, date, and sign the company's standard employment application form. A resume will not be accepted in lieu of a completed employment application. The application form should be completed in detail and signed by the applicant to verify the accuracy and completeness of previous employment and personal information.

The company may investigate any portion of the requested information and may deny or later terminate the employment of anyone giving false, misleading, or incomplete information.

The completed employment application form will be made part of the personnel file of those applicants accepted for employment.

## **Confirmation of Previous Employment**

The company, at its discretion, may request information from a prospective employee's previous employers relative to the prospective employee's work record in connection with his/her application for employment.

## **Immigration and Naturalization**

The U.S. Immigration and Naturalization Service requires that the company and candidates for employment provide specific information within three (3) days of commencing employment. Candidates for employment must complete Section 1 of Form I-9, and any other documents which may be required by state or federal law, and provide the company with specific documents to establish their identity and employment eligibility.

Identity can be established by providing documentation such as a current state-issued driver's license, a state-issued identification card, or similar document such as a school I.D. with photograph, voter's registration card, or military service record.

An employment eligibility document is a Social Security card, a birth certificate, or an immigration document. An employee will not be allowed to continue employment without providing proper identification documents.

## **Medical Review**

To assure that upon hire and throughout the duration of employment that individuals offered a job are physically able to perform the essential functions of the job with or without reasonable accommodation, a physician's release may be required by IBH. Upon hire, an employee will be required to fill out a Health Assessment. There may be instances where information disclosed may result in the need for a physician to certify that the employee can perform the essential functions of their position with or without reasonable accommodation.

In addition, certain departments have regulations requiring annual TB testing. It is the employee's responsibility to remain current with the required testing.

## **Drug Testing**

All prospective employees may be required to take a drug test. Any candidate who fails the drug screen will not be accepted for employment. Additional information relating to drug testing is set forth in the Drug-Free and Alcohol-Free Workplace Policy contained within this manual. See IBH's Drug-Free and Policy Section 4- 4.150-4.173).

## **Procedure**

Prior to making another of conditional employment, IBH requires all candidates to provide the following current information (some of this information will be provided to IBH after a conditional offer of employment has been made):

- Copy of resume
- Completed application for employment
- Completed Agreement of Standards Statement
- W-4 form
- I-9 form
- Medical Questionnaire
- Completed licensure verification form
- Completed reference requests
- Criminal background check
- If required for the applicant's job:
  - Copy of state nursing licenses or certifications
  - Copy of annual TB test results
  - Copy of Hep-B vaccination dates or declination statement

- Copy of current BLS/CPR certification(s) or other specialty certifications
- Completed Skills Competency Assessment (clinical stats)

## **Orientation**

At orientation, IBH policies and procedures will be reviewed. A copy of IBH's policies and procedures will be given to each employee to read and review.

Each candidate who is extended an offer of employment must read and review IBH's policies and procedures. In addition, each candidate who is extended an offer of employment must sign, and have witnessed, the following:

1. Acknowledgment of Receipt and Understanding of IBH's Policies and Procedures
2. Drug- Free Workplace Policy Employee Acknowledgment
3. Electronic Communications and Social Media Acknowledgment
4. Employee Statement of Understanding of Privacy Policies Acknowledgment
5. Equipment and Computer Hardware Usage Agreement (Telephony)

The signed/witnessed copies must be returned to the HR Department within three (3) days of commencement of employment. The signed/witnessed copies of the statements will become part of the employee's personnel file.

Any and all policies and procedures of IBH are property of IBH and must be returned upon separation from employment.

## **Payroll Information (*Policy Section # 4.143*)**

Following the acceptance of employment, each new employee will be given federal and state tax forms to complete. The completed forms, the employment application form, and information regarding starting pay, starting date and any other pay or benefit information will be forwarded to the Payroll Department.

## **Identification**

If an offer of employment is extended and if the employee accepts, once employed, IBH employees are provided with an IBH name badge. IBH employees are expected to wear their assigned name badge while on company premises and while working on company time.

# Background Screening Policy

## Purpose

It is important that IBH's mission is supported by qualified employees, in a safe and secure environment for all IBH constituents, including visitors, patients and employees. It is also important that IBH take meaningful actions to protect its funds, property and other assets. This policy is intended to support the verification of credentials, criminal history, and other information related to employment that assists IBH in meeting its commitments.

This policy applies to external candidates for employment in regular and temporary staff positions including licensed and non-licensed field staff, once staff, volunteer positions and contractors at IBH. External candidates are defined as candidates for IBH positions who are not presently employed at IBH. Certain screenings will be conducted annually, or as needed or required, on active employees in compliance with federal and state laws and regulations.

## Policy

All employees of IBH are required to complete a thorough background screening upon hire pursuant to regulatory and program requirements. Screenings may be repeated monthly, quarterly or annually depending on the requirements of the program the employee works under. Employees working in clinical, non-clinical, once and support roles will be subject to the following screenings:

1. Family Care Safety Registry (FCSR) (MO Only)
2. Employee Disqualification List (EDL) (MO Only)
3. OIG Federal Exclusions List (LEIE)
4. Adult and Child Abuse Registry (KS Only)
5. Criminal Background Records Search
6. Motor Vehicle Records Search (KS Only)
7. Personal Reference Checks

Employees are required to notify IBH of any criminal convictions, placement on the EDL, Federal Exclusions List, Sex Offender Registry or Abuse/Neglect Registries after hire.

Violations of IBH policies, including providing false or misleading information used for any background checks, shall be handled in accordance with applicable IBH policies and procedures, which may include corrective action up to and including termination from IBH. Decisions regarding the withdrawal of an employment offer for state positions as a result of a background check may be appealed to Human Resources for review.

## **Disqualifying Convictions**

Criminal records including convictions of any of the following offenses will disqualify a person from employment with IBH:

1. Class A or B felony from MO Revised Statutes; Sections 565, 566 or 569 or KSA 39-970 & 65-5117: Prohibited Offenses
2. Child abuse/neglect
3. Failure to report abuse or neglect of a resident in an intermediate care of skilled nursing facility
4. Incest
5. Offenses of a sexual nature
6. Offenses including financial exploitation of the elderly or disabled
7. Felony offenses occurring within five (5) years or less immediately prior to employment if such offense involved: theft, theft by deceit, fraud, forgery, stealing, sale or possession of contraband drugs, or a felony involving violence

## **Procedure**

### **A. Family Care Safety Registry**

All IBH employees employed in Pennsylvania are required to make application for registration in the Family Care Safety Registry if not already registered.

If an applicant/conditional employee has a “Hit” on the Family Care Safety Registry, he/she may be employed on a conditional basis once a completed Good Cause Waiver application has been submitted and received by the Registry. The applicant/conditional employee may not work until Human Resources confirm the Registry’s receipt of the completed application. Employment is

Conditional until the Family Care Safety Registry Good Cause Waiver committee issues a determination, and only if the crime would not preclude employment and the applicant is not listed on the Employee Disqualification List. If a Good Cause Waiver is denied to an applicant, their employment will be terminated immediately.

The Human Resources Team care coordinator/Manager will review all hits on the registry and will notify those employees with hits. The HR Team care coordinator/Manager will check the status of any good cause waivers submitted. If an employee does not follow through and immediately submit application for the Good Cause Waiver, their employment will be terminated.

### **B. Employment Disqualification List (EDL)**

The EDL checklist is maintained by the State of Pennsylvania Department of Health & Senior Services. An individual whose name appears on this list will not be permitted to work at IBH. This list is checked on all applicants at time of hire and quarterly thereafter. If an

applicant/conditional employee is found on the EDL, employment is terminated immediately.

### **OIG Federal Exclusion List**

The Federal Exclusions List is maintained by the Office of Inspector General. Human Resources will check the Federal Exclusions List prior to the employee's first day of orientation and monthly thereafter. An employee who is on the LEIE will be terminated immediately.

### **Adult Abuse and Child Abuse Registry (KS)**

Applicants whose name appears on the any Adult Abuse Registry or Child Abuse Registry may not be employed by IBH. This registry will be checked on each person conditionally hired to work.

### **Criminal Background Checks**

A criminal background check is conducted through the Pennsylvania Access to Criminal History (PATCH) or any other required agencies on all prospective employees on or before the first day of orientation. A background check fee will be charged to each new employee and payroll deducted from the first paycheck. A copy of the background check is placed in the worker's file. Any report that is not immediately available through the FCSR is requested through an investigatory agency. A national background check and FBI check is conducted through an investigatory agency on all prospective employees who have lived outside the states of Pennsylvania within the past two years. Criminal background "Hits" are reviewed by the HR Manager/Team care coordinator. If an employee's criminal history violates the Older Protective Services Act Prohibitive Offenses Contained in Act 169 of 1996 as amended by Act 13 will be terminated immediately.

For certain types of alleged offenses, an applicant/employee may not be on probation or involved in an ongoing criminal case. All charges or allegations made against an applicant/employee should be immediately disclosed to HR which will be reviewed by the Director or Manager of Human Resources.

# Functional Job Description and Evaluation Policy

IBH places individuals in positions based on job-related considerations including an individual's knowledge, skills and physical ability to safely perform the essential functions of the job. Said placement may include a reasonable accommodation for qualified employees with a known disability, unless doing so would result in an undue hardship.

IBH reserves the right to develop and utilize functional job descriptions or functional job examinations with the assistance of an occupational/physical therapist, or other healthcare professional, skilled in establishing measurement criteria for the essential tasks performed by employees in the performance of their jobs.

Functional job descriptions may be incorporated into many job descriptions and functional job examinations may be utilized. If incorporated or utilized, the essential task measurements will be used to:

1. Evaluate individuals' post-offer, to determine the individual's physical ability to safely perform the essential tasks associated with the position they have been offered.
2. Evaluate current employees who have been off work for an injury or surgery, where there is concern about their physical ability to safely perform the essential tasks associated with their job.
3. Evaluate employees in the Workers' Compensation program, to ensure they are able to safely perform the essential tasks of the position they are returning to.
4. Any occasion where IBH believes it is necessary to test any employee, to ensure all individuals are able to perform all the essential functions of their assigned jobs, where a concern for safety exists.
5. Consider reasonable accommodations to essential functions where appropriate.

If functional job descriptions are developed by IBH, or if functional job examinations are utilized by IBH, an occupational/physical therapist, or other healthcare professional, will measure the essential criteria of identified positions to ensure an applicable functional job description is provided to Human Resources, or to ensure that an applicable functional job examination is performed and provided to Human Resources, for incorporation into the post-offer processes or return-to-work processes discussed above.

It is the responsibility of Human Resources to maintain current, updated job descriptions, which should include the essential functions of the positions, along with the position's physical requirements. Managers and team care coordinators are responsible for working with Human Resources to keep job descriptions current.

All employees are responsible for meeting the physical requirements of their positions. This policy applies to all persons for all levels of employment, whether part-time or full-time, and is to assist in ensuring employees can safely perform the essential functions of their positions.

## Classification of Worker

1. **Regular Full-Time Employee, otherwise known as Field Staff Employee**  
Full-time employees are those employees who regularly work 35 hours and above week. They are entitled to benefits.
2. **Full-Time Salaried Employee: otherwise known as Field Staff Employee**  
Full-time salaried employees are paid a pre-determined wage based on a minimum of 35 -40 hours per week in a regular fashion. Salaried employees receive an annual salary, divided over the number of pays each year. Usually salaried employees are not paid overtime, regardless of the number of hours worked. They are entitled to benefits.
3. **Part-Time Employee otherwise known as Field Staff Employee**  
Part-time salaried employees are permanent staff, who work a specified number of hours per week on a part-time basis. Staff members who work on a part-time, salaried-basis receive the equivalent of a full-time salary prorated for the number of hours they work in a week. Their pay grade is generally the same as equivalent full-time staff. They are entitled to benefits.
4. **Pool Employee otherwise known as Field Staff Employee**
  - Temporary employees work part or full-time. They rarely receive benefits or the job security afforded regular staff. Temporary employees are often utilized in situations such as temporary surges in business, regular employees being on leave e.g. sick leave or maternity leave, etc. or short term work assignments. A temporary assignment can end at any time depending on the employer's needs.
  - Temporary Employees are persons who work in positions that have no specified schedules and may be of indefinite duration. These employees have neither guaranteed hours per day or days of work per week. Instead, they are contacted when work is available, at which time they may elect to accept or decline the work opportunity.
5. **Per Visit Employee otherwise known as Field Staff Employee**  
Employees, whose work schedules are established on a per visit basis, are paid by the visit or, if Medicare is involved, payment will be in line with Medicare practices.
6. **Probationary Employee otherwise known as Field Staff Employee**  
Probationary employees are new employees being considered for permanent status. They are usually placed on Probationary Status for a trial period of 3 months (90 Days) to enable them to learn the job and to enable the Supervisor to observe and evaluate their performance. Probationary employees have no seniority privileges or status and may be discharged without cause, except where the discharge violates affirmative action laws. The Agency may also place workers on Probationary Status, if their performance is below a set standard or if probation is deemed to be appropriate for disciplinary reasons. It might also be applied when employees are assigned a new position.
7. **Independent Contractor**  
Independent Contractors are self employed individuals who do project-based work. They run their own business and hire out their services to other agencies. They negotiate their own fees and working arrangements and can work for a variety of agencies at one time. In accordance with Integrative Behavioral Homecare Agency will abide by policy according to related agency policies on subject area-Contracted Services. A written agreement is drawn up when arranging for services to be provided by Independent Contractors, who are not directly employed by the Agency. Independent contractors are not employees of the client company and thus are not eligible to receive tax-free benefits from the company.
8. **Exempt Employee**  
While exempt employees generally hold managerial, professional and administrative

positions, the actual "exempt" designation is made on a case-by-case basis. If these employees meet certain conditions of the Fair Labor Standards Act (FLSA), they are exempt from overtime pay.

**9. Non Exempt Employee**

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

**10. Volunteer**

Volunteers are defined as individuals who provide their time and skill in any of the services provided by the Agency, at no cost to the Agency. They maintain the same client's right to privacy and confidentiality; and, follow the Agency's rules of conduct, which are applicable to Agency employees.

**11. Active Employees:**

Assigned (with a client) In-Field Employees with a regulated weekly schedule

**12. Inactive Employees:**

Unassigned with a client., but required to attend agency mandatory trainings in order to be eligible to receive an assigned shift at any given time.

## Working Hours and Communication Policy

### Working Hours

Although employees may be required to attend meetings, seminars, or other required functions from time to time outside of regular working hours, in general, IBH's office hours are Monday through Friday 9:00 AM until 4:00 PM. An On-Call Team care coordinator/Scheduler is available from 4:00 PM to 8:59 AM on week nights, on weekends and on holidays. Please place routine calls during normal hours of 9:00 am–4:00 pm.

### Communication

When you call the office, identify yourself by name, and ask to speak to your team care coordinator by name.

Communication with your team care coordinator is vital. We want to be accessible and responsive to you at all times. The volume of telephone calls coming into the office is quite heavy at certain times of the day. If your team care coordinator is already involved on the telephone, ask for your assistant team care coordinator. If neither is available, you will be asked to leave a message or to "hold". Your team care coordinator or assistant team care coordinator will return your call as soon as possible if you leave a message.

### Emergency After-Hours Support Protocol

If you call the once "after hours", you will, depending on the office location, be connected to IBH's answering service or auto-attendant. If your call is an emergency, please leave a message on how to contact you with our answering service representative or auto-attendant voice mail (as applicable).

An "on-call" Team care coordinator/Coordinator will be paged immediately. The Team care coordinator will return your call as soon as possible. If it is an emergency, and you are not called back in 15

minutes, leave a second message with the answering service. If you are ill, and scheduled to work an evening or weekend, you should report your cancellation to the “on-call” Team care coordinator/Coordinator after developing a fill-in plan. Please do not call after hours or on weekends unless: (1) Your need is urgent; or (2) You must cancel weekend or evening visits.

## **Severe Weather Conditions**

If there is any question regarding hours of work during severe weather conditions, employees are responsible for contacting management or the office regarding opening and closing hours.

# Time Reporting, Pay, and Pay-Related Policy

(Section 4: 4.150-4.173)

## Time Records

Government regulations require that IBH keep an accurate record of hours worked by employees/field staff. Telephony is the ONLY method use to record time sheets unless client's phone is not accessible. Refer to agency's clock-in and clock-out procedures if client does NOT have a phone. Client care logs is the mechanism used by IBH to determine the pay that an employee will receive. Field State employees are scheduled to be paid weekly for the previous week's work. Employees will utilize Telephony each shift or complete the IBH timesheet. Field Staff is referred as Personal Care Companion, Home Health Aide, Certified Nursing Assistant.

- Field staff must call agency's toll free number: **1-866-583-4277 (English) or 1-866-888-5527 (Spanish)** from assigned client's phone number.
- Field Staff can NOT Clock-In 15 minutes BEFORE or 15 minutes AFTER Clock-In.
- **All field staff must arrive to agency on Monday between 9:00 AM-1:00 PM to client's care logs for your shift that was missed.**
- **Step 2:** Field Staff must retrieve client's signature on client's care logs and RETURN to agency office on **MONDAYS (ONLY) by 1:00 pm.**
- When client care logs are utilized as documentation of client visits, the client's care logs **MUST be signed**, field staff will give the client care logs to their client
- Client or client's representative **MUST** provide signature on client's care logs
- If field staff has a question concerning his/her client's signed care logs, he/she should discuss the matter with his/her manager or team care coordinator. A scheduled conference call will be scheduled with field staff employee and Team Care Coordinator.
- **Clock-In and Clock-Out Procedures:**

If **NO** Shift is scheduled, Employees **MUST** do the following:

**Step 1:** Call Agency/On-Call Team Care Coordinator at 267-538-3997/ 267-439-3959

If Client does NOT have a phone, Employees **MUST** do the following:

**Step 1:** Call Agency/On-Call Team Care Coordinator at 267-538-3997/ 267-439-3959

**Step 2:** Leave a Voice Message and Say the following:

-Your Name

-Clock-In Time

-Client **MUST VERIFY YOUR ARRIVAL** by stating the following:

“Your name and time of arrival”

**Step 3:** At time of Clock-Out, Follow Steps 1-2.

Please Note: It is a violation of IBH policy for one employee to complete another employee's time card, or to alter his/her own time card or that of another employee. Falsification of time records may result in discipline up to and including immediate termination of employment.

## **Pay**

All field staff employees are paid one (1) time per week; once filed staff employees are paid weekly. Checks are direct deposited each Friday. The IBH workweek begins on Sunday and ends on Saturday.

## **Payroll Deductions from Gross Pay**

The company will make arrangements for payroll deductions for the following:

1. Federal income taxes
2. State income taxes
3. Social Security taxes
4. Past due taxes
5. Garnishments (including child support) or other court ordered wage deductions
6. Employee's portion of group insurance premiums
7. Employee's portion of group insurance premiums for coverage on eligible dependents
8. Loss, damage, or destruction of company property

Any deductions (other than statutory deductions) must be authorized by the employee. No other deductions will be made unless specifically authorized in writing by the employee. Questions regarding payroll deductions should be directed to the Payroll Department.

## **Error in Pay**

IBH takes precautions to ensure that employees are paid correctly; however, if an error does occur, the employee should notify the Payroll Department. The company will make every attempt to adjust the error no later than the employee's next regular pay period.

## **Non-Exempt from Federal Wage and Hour Law**

Non-exempt employees are expected to confine their work to the normal work day and work week unless overtime is authorized in advance by their team care coordinator or manager. Non-exempt employees will be expected to work overtime in case of emergency or whenever necessary in the best interests of IBH. If determined necessary, overtime work will be authorized by management beyond an employee's standard work week. Non-exempt employees will be paid overtime for all authorized hours worked in excess of forty (40) hours per week.

## **Exempt from Federal Wage and Hour Law**

Employees employed in an administrative, executive, sales, or professional category, or any other category exempted by the wage and hour laws, are specifically exempted from the Federal Wage and Hour Law and its state law equivalents. The hours worked by these exempt employees are often irregular and begin and end outside the normal work day. Therefore, exempt employees are excluded from the overtime provisions of the Federal Wage and Hour Law and its state law equivalents and do not receive overtime pay.

## **Garnishment of Employee Wages**

Garnishments are court orders requiring an employer to withhold specified amounts from an employee's wages for payment of a debt owed by the employee to a third party. State law requires the company to honor garnishments of employee wages (including child support) as a court or other legal judgment may instruct. The law also provides for an administrative fee to be charged when a garnishment occurs.

## **Pay on Separation from Employment**

Employees separated from employment will be paid for time worked (less deductions) on the next regular pay day according to the applicable federal and state laws.

## **Advance and Loans**

IBH will not advance money to employees against wages nor will IBH loan money to employees

without prior approval through IBH's employee loan program. In addition, pay advances are limited to \$50.00 per month. Pay advances are given only for time in telephony. Pay advances will not be given off of time slips, vacation requests, sick pay, birthday pay or, if applicable, orientation pay. An employee must be in good standing and receipt of the advance is subject to the scheduling team care coordinator's, regional director's and payroll manager's approval.

# Attendance (Section 4- 4.150-4.173)

## Attendance Policy and Related Benefits

Regular and on time attendance is expected for efficient operations at IBH. Frequent or unexplained absence from work or tardiness in reporting for work will seriously impair the value of the employee's services to the company. Every effort should be made to report for work every day on time. While it is recognized that an occasional illness or extenuating personal reason may cause unavoidable absence from work or tardiness, regular on time attendance is required for continued employment.

Attendance records will be a part of each employee's performance review. Any employee who fails to maintain an acceptable attendance record may be subject to disciplinary action including termination. Unexcused absence or tardiness may affect future promotions or raises. A "performance review year" is defined as the twelve (12) months immediately following an employee's anniversary date.

If any employee is absent from work for three (3) consecutive days without informing his or her manager, it will be assumed that the employee resigned and employment will be automatically terminated as of the last day worked by the employee.

-----See Policy Section 4-  
4.150-4.173-----

### Procedure for Absences

All absences from work must be approved by the employee's manager. IBH leave policies will be strictly enforced. All absences shall be documented to the employee's employment file.

All absences from work will be evaluated by the employee's immediate manager or team care coordinator to determine whether the absence shall be classified as excused or unexcused.

### Procedure for Tardiness or Leaving Early

Tardiness applies to returning from lunch or break periods as well as the beginning of the work day. When an employee is tardy, he or she must submit the reason for the tardiness in writing to his or her team care coordinator. All reasons for tardiness will be evaluated by the employee's team care coordinator to determine whether the tardy is excused or unexcused.

Leaving early applies to leaving for lunch or break periods, or leaving work at the end of the day, early. When an employee leaves early he or she must submit the reason in writing to his or her team care coordinator. All reasons will be evaluated by the employee's team care coordinator to determine whether the leaving early is excused or unexcused.

## **Definitions**

**Tardiness:** Starting a shift 7 minutes or more past the required starting time.

**Leaving Early:** Leaving a shift 7 minutes or more before the required quitting time.

**Supervisor:** is listed as direct contact person of the office listed as: Team Care Coordinator and/or CEO

## **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 2 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

An employee's tardiness/leaving early record will begin at zero at the beginning of each performance review year unless the employee reached the final warning level during the previous performance review year.

Exempt employee's full day sick absence – exempt employees will be required to take a full day when absent from the job for a full day of sick leave.

Exempt employee's full day (PTO) personal time off absence – exempt employees will be required to take a full day when absent from the job for a full day for PTO.

**Note:** All employees must have any leave request approved according to the IBH leave request approval policies whether exempt or non-exempt.

Partial day absences will be subject to their Manager/Director's approval. Being tardy and leaving early are considered partial days. Partial absences will be considered a performance issue and the time missed will be counted as absence hours.

Absences of two(2) consecutive days due to the employee's own illness or injury must be reported to the HR Department and will require a physician's excuse. The HR Department will determine eligibility for a leave of absence in accordance with the leave of absence policy.

Employees with any condition which could be communicable (i.e. flu, contagious skin disease, etc.), cannot work until the condition is no longer communicable. Employees who are absent from work more than two days due to this condition, must have a physician's release before returning to work. Employees are encouraged to plan their schedule to avoid conflicts with non-emergency doctors' appointments and personal business.

Any pay classification can be held to policy adherence with violations leading up to termination. Absenteeism resulting in a significant decrease in productivity or disruption of work flow will result in disciplinary action up to and including termination. Excessive tardiness will result in disciplinary action up to and including termination.



## Definition of Correction Action

The Progressive Corrective Action Procedure is designed to identify and correct problems that affect an employee's work performance. This process provides the employee and the supervisor with an opportunity to identify and discuss specific problems, to determine when and how these problems can be corrected, and to agree to set goals and expectations as well as follow-up dates.

The Progressive Corrective Action Process refers to the following steps:

- Step One: Counseling and/or Verbal Warning
- Step Two: Written Reprimand/Warning
- Step Three: Suspension
- Step Four: Discharge

The Notice of Corrective Action form is to be used for employees to document Step One through Step Four of the progressive discipline process.

Supervisors initiating corrective action should consult the following:

- Clinical Administrator

The Notice of Corrective Action form is used for all steps and should be reviewed with the employee, signed by the employee and supervisor, and should be placed in the employee's personnel file.

## Reasons for Disciplinary Action

### Job Related

- Unsatisfactory Performance of Duties
- Unsatisfactory Customer Service (mishandling of or unsatisfactory service to the public, patients or staff)
- Disclosure or Misuse of Confidential Information
- Falsification, Alteration or Improper Handling of Records (payroll, personnel, student, patient, etc.)
- Misuse of the Electronic Information System
- Poor Performance as Noted on Performance Evaluation

### Personal Conduct

- Insubordination
- Behavior/Language of a Threatening, Abusive or Inappropriate Nature
- Misuse/Damage/Loss of Agency Property
- Possession, Sale or Purchase of Intoxicants or Drugs Not Prescribed
- Working Under the Influence of Intoxicants or Drugs Not Prescribed
- Failure to Comply with Agency Policies and/or Procedures

### Attendance

- Tardiness
- Absenteeism
- Failure to Report
- Violation of Agency Call-in Policy
- Job Abandonment

- Sleeping on the Job
- Possession of or Concealing a Weapon
- Theft
- Fighting

## Show-Up Policy

If a field staff employee arrives at a client's home and they are not there (a "show-up"), the employee will be paid (4) hours at their normal base provided all the following conditions are met.

1. The visit was a regularly scheduled visit. (An unannounced drop-by visit or visit scheduled by the employee without their Scheduling Team care coordinator's knowledge are not considered regularly scheduled visits).
2. The employee arrived at their scheduled time, not before or after. (Indicate time on telephony worksheet).
3. The employee waits 15 minutes at the client's home to see if they are running late. (Indicate on telephony worksheet).

4. The employee leaves a note for the client that they will phone to reschedule the visit.
5. The employee calls their team care coordinator immediately. (If the office is not contacted then the employee will not be paid for that (4) hour period).
6. The employee fills out a Client Care Log and turns it in with their Telephony Worksheet (time slip) for the week the show-up occurred.

Only one show-up hour per client in a four-week period is allowed. The employee should call the client before traveling for the remainder of the four-week period.

Show up pay may be delayed 1 additional week for processing. Show up pay will be denied if the above steps have not been followed.

## **Holidays**

IBH **DOES NOT** pay time-in-a-half for holidays covering the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If worked on these specific holidays NO TIME-IN-A-HALF will be paid out.

Employees scheduled to work with priority clients on a recognized holiday will **NOT** receive a holiday premium of time-and-a-half pay for the holiday hours worked. Employees who choose to work on a recognized holiday with a client will be paid at straight time.

Always notify your team care coordinator of any schedule changes. Be sure to make up those hours in the month that the holiday occurs. (Note: this will require client approval/Supervisor approval).

***Remember:*** *You are responsible for delivering all your client's hours!*

If you have a client who has no family resources, who will not be fed without an aide present, who is incontinent or has unusual circumstances, they may suffer if not serviced on a holiday. Please alert your Team care coordinator to the situation so she/he can determine if holiday service is needed.

## **Holiday Premium**

**NO** Time-and-a-half pay on holidays, will be honored. **(NO EXCEPTIONS)**

## **Vacation (Paid Time-Off (PTO) and Sick Leave)**

- Staff must average at least 40 hours per week to qualify for one (1) week and/ or 40 hours paid vacation time after completing 90-probationary period with an annual calendar year.
- Staff must complete a minimum of 90 days and be an ACTIVE employee assigned to a client with IBH to qualify.
- Vacation pay is paid at staff's base level of pay at the time taken.
- Earned vacation can be taken one day at a time or taken all at once. However, if unused the remaining hours will be forfeited.
- Staff must request and use their vacation within the twelve months following their anniversary date or they will lose it.
- Thirty (30) day notice to the office when requesting vacation is strongly recommended. Thirty (30) day notice is not received, your request may be denied or delayed, depending on staffing needs.

## **Steps to take to prepare for vacation:**

1. Turn in your vacation request form to your scheduling team care coordinator at least Thirty (30) day notice in advance.

(Be sure and mark your vacation request as "paid" or "unpaid" vacation days per eligibility requirements).

2. Inform your clients that you will be on vacation, so they won't be confused or alarmed.
3. Find an aide to replace you (if possible) who is oriented to your client(s).
4. Confirm that your vacation request was approved – team care coordinator will authorize and mail a copy back to you.

## **Mileage Reimbursement**

After commuting requirements are met, and after any other requirements that IBH may deem applicable are met, the applicable (or current) reimbursement rate per mile will be paid.



## **Personal Leave**

Requests for personal leaves of absence without pay may be granted for a period of up to four weeks (30 calendar days) per rolling year, subject to work requirements and management discretion.

Personal leaves of absence must be taken in weekly segments, requested in writing and formally approved by management. An employee must complete a leave of absence request form. This form may be obtained

from an employee's team care coordinator and must contain the anticipated length of absence, along with the dates and circumstances of the leave. This form must be turned into the HR Department before a leave of absence is officially granted. Upon returning from leave, if a position is not immediately available, IBH may elect to place an employee on an extended leave without pay until there is a suitable opening.



## **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 2 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### **For additional information:**

1-866-4US-WAGE | (1-866-487-9243) | TTY: 1-877-889-5627

[wagehour.dol.gov](http://wagehour.dol.gov)

U.S. Department of Labor Wage and Hour Division

# Benefits Policy

for Hourly Division Team Para  
Professionals  
Personal Care Companion, Home Health  
Aide, Certified Nursing Assistant,  
Licensed Practical Nurse/Registered  
Nurse

IBH offers access to various group health benefit plans for eligible employees. Details of these plans will be provided to you by the Payroll Department. These benefits will be reviewed periodically to assure that they keep pace with area practice.

The information contained herein regarding employee benefits is not a contract to provide these benefits to any employee. The eligibility requirements of these benefits are described in the summary plan documents or benefit booklets. Be sure to keep information regarding any change to the manual.

\*The terms of the benefit plans described are subject to change at any time by the insurer(s) or IBH.

## Insurance

Depending on their employee classification, employees may be eligible for certain Insurance benefits the first day of the month following 90 days of qualifying employment. Qualification is based upon meeting our minimum average weekly hours worked requirement.

1. Hours Worked Requirement
  - a. New employees: hours worked requirement will be based on average weekly hours worked using a 4 week measurement period during the employee's 2nd month of employment.
  - b. Open enrollment: hours worked requirement will be based on average weekly hours worked using a 4 week measurement period in January of each year.
2. If an employee meets the hours worked requirement and elects to enroll in IBH's insurance plan, the employee will remain eligible to stay on the elected insurance plan regardless of change in hours until the next open enrollment period, as long as the employee premiums are kept current.
  - a. New Hire-Open Enrollment during the first 15 days of the date of hire.
  - b. Agency Open enrollment is held January 1<sup>st</sup>-30<sup>th</sup> annually, each employee's eligibility will be reviewed to determine if the hours worked requirement has been met.
    - b. If the employee does not meet the average weekly hours worked

requirement, that employee will not be eligible for insurance benefits. Employees not meeting the eligibility requirement that are currently enrolled in an IBH insurance plan will be dropped from the plan as of January 1st following the open enrollment period and sent a COBRA notice.

- c. Employees that meet the hours worked requirement can voluntarily make changes to their benefit plans at this time, including enrolling or dropping coverage for themselves or a qualified family member. The effective date for these changes will be January 1st following the open enrollment period.

- d. Qualifying Life Events as set forth in the plan document will allow an employee that meets hours worked requirement to make changes to their coverage at any time during the year.

## **Plans Offered (Details of Health Insurance Plan-Coming Soon)**

1. **Employees must work greater than 30 hours per week**
2. **Plans Offered: Independence Blue Cross Blueshield (refer to Insurance Packet) , Colonial Life Insurance, Dental/Vision Plans**

## **Application Process**

Once you have met the eligibility requirements listed above, you will receive an enrollment packet by mail. Employees are encouraged to contact the Payroll Department to schedule an appointment if they have questions about the insurance plan(s) available, cost, payroll deductions or completion of the enrollment forms.

Employees who apply, are not covered by the insurance until they have been notified of acceptance and provided with an effective date of coverage. **PLEASE DO NOT CANCEL ANY OTHER INSURANCE UNTIL NOTIFICATION IS RECEIVED.**

## **Introductory Period**

IBH has an introductory period consisting of the first ninety (90) calendar days of employment. During this period, employee performance is carefully evaluated. It is an opportunity for new employees to demonstrate their skills and abilities and for new employees to evaluate IBH. Successful performance does not guarantee future employment. After the completion of the Introductory Period, regular employees, meeting certain eligibility requirements, may participate in company benefits.

- |   |   |
|---|---|
| a. Company sponsored 401k plan –with discretionary company match of up to 1% of annual income AFTER Anniversary Hire Date | 401K unless employee provide written request to decline Open enrollment January 1 of each year and/or 30-day after initial start date |
| b. Employee is Automatically Enrolled in agency's   |   |

## **Flexible Spending Account-Coming Soon**

1. Set aside money tax deferred to pay out pocket medical expenses and dependent care
  - a. Must be Employed 90 days and average 30 hours per week
  - b. Open enrollment –Coming Soon

## **Paid Time Off Benefits Explanation (Sick Time/Vacation Time)**

**Integrative Behavioral Homecare will provide all active employees with Paid Time Off (PTO).**

- a) An active employees will accrue a maximum of 40 hours within their calendar year (Calendar Year is employee's First Day of Hire).
  - b) After completing 90-day probational period, all active employees are qualified to accrue PTO time.
  - c) Eligible employees accrue 40 hours every 1-hour worked.
  - d) All employees must work 960 hours from date of hire in order to be eligible to utilize their accrued PTO time.
  - e) No roll-over hours are offered.
  - f) All active employees must complete a PTO request form and submit to agency 30-day prior to PTO request. PTO form must be submitted during normal business hours in-person or via e-mail at payroll@mybehavioralhomecare.com .Please Note: PTO form must indicate employee's signature on PTO form
  - g) Clinical Administrator or "Acting" Clinical Administrator has up to 30 days to approve employee's PTO
  - h) If 30-day notice is not received, your request may be denied or delayed depending on staffing needs.
  - i) If Client refuses an agency aide to provide vacation coverage of chosen caregiver, PTO request will NOT be granted.
1. Employees, who terminate their employment with the Agency or the Agency terminates their employment, are not eligible to receive accrued paid time for the month of termination.
  2. Employees, who terminate their employment with Agency or the Agency terminates their employment, are not eligible to receive a lump sum payment of accrue paid time off.
  3. Employees who give written notice of termination must work up to and including the last date of the notice in order to be eligible for Paid Time Off, providing they have completed the 3-month Probationary Period.
  4. Employees, who are terminated as a result of disciplinary action, lose all unused Paid Time Off.
  5. Either termination or employees who has any unused earned vacation will be null and void. No vacation sum in the terminating employee's final paycheck.
  6. Miss work due to illness or medical emergency may request to have lost hours made up.

However, the Agency does not guarantee that replacement hours can be provided.

**Integrative Behavioral Homecare may grant unpaid leave for Full-Time Employees subject to the following conditions:**

1. Unpaid Leave(s) of Absence are available to all Full-Time Employees for no less than 4 weeks and no more than 10 weeks.
2. Any leave or combination of leaves may not exceed 1 months in any 12-month period unless otherwise required by law. All Leave(s) of Absence count towards the 6-month maximum.
3. All requests for leave will be considered on an individual basis and will be dependent, in part, on:
  - a. Agency operations;
  - b. Performance; length of service;
  - c. responsibility level; and,
  - d. needs/circumstances of the employee requesting leave.
4. Conditions for Leave(s) of Absence shall include, but are not be limited to, the following:
  - a. The employee must have had at least one year of continuous employment with the Agency.
  - b. The Agency Manager must authorize the leave.
  - c. The request must be submitted in writing, with proposed start and end dates specified.
5. Requests for extensions of Leave(s) of Absence must be made in writing and requested at least 5 working days before the end of the approved personal leave period.
6. An employee who subscribes to any Agency health insurance benefits is responsible for the total monthly health insurance premium during the period of absence, unless otherwise provided by law.
7. Every attempt will be made to give employees, who have been on leave, the same or similar duties that they held prior to their Leave(s) of Absence. However, the Agency cannot guarantee the availability of assignments upon their return.

**Pay Status for Leave(s) of Absence**

1. If a Leave of Absence is granted, employees must utilize all accrued paid time available to them, based on the type of leave, prior to taking any portion of the time away as Unpaid Leave:
  - a. In case of personal leave, accrued time should be used in the following order: vacation, personal and holiday time.
  - b. In the case of non FLMA medical leave, accrued time should be used in the following order: sick, vacation, personal and holiday time.
2. All accruals cease when employees acquire Unpaid Leave status and restart when they return to Paid Leave status.

**Pay Status for Leaves(s) of Absence for Inactive Employees**

1. All inactive employees will not receive P.T.O.
2. All employee status change from Inactive to Active must work a minimum of **60** days prior to submitting a request to use P.T.O.

**Return from Leave(s) of Absence**

1. The Agency expects that employees on approved Unpaid Leave status will be available for work by the end of their approved leave time.
2. Employees on leave for a personal, medical condition(s) must obtain certification from their health care professionals before they will be permitted to return to work. Such certification must:
  - a. state when they are able to return to work;
  - b. advise if they are cleared to perform their regular duties; and/or,
  - c. define any restrictions that prevent them from resuming their regular duties.

3. If employees are released to return to work with restrictions, the Supervisor and the Agency Manager will discuss whether accommodating them is appropriate, taking into consideration the rights and obligations of Equal Opportunity, Affirmative Action, and Disability matters.
4. If employees do not return to work and are not granted additional leave, employment ends as a resignation, effective the last day of the approved leave.



## **Social Security**

The cost of Social Security is shared between employees and the company. For every dollar an employee puts into Social Security, IBH puts in a dollar.

Social Security provides benefits for employees and their families as specified by law in the event of retirement, hospitalization after age 65 (Medicare), total and permanent disability before age 65, and death at any time. Contact the local Social Security Office for details.

## **Workers' Compensation**

Employees of IBH are covered by Workers' Compensation insurance which is purchased by the company in the state in which it operates. This insurance provides compensation to an employee for lost wages caused by illness, accidental injury, or death and any other state in which IBH has a business location. For more information, please see Workers' Compensation Policy, Policy No. 702.

# **Conduct**

## **Advancement, Transfer, and Internal Applicant Policy**

As a part of our mission, IBH strives to meet the career needs of each employee through recognition of outstanding performance and consideration for promotion and transfer. IBH wants employees to have the opportunity for promotion within the company.

### **Advancements**

Although a performance evaluation does not necessarily mean a change in pay or duties, performance of employees should be evaluated by management at least annually. The evaluation should consist of a personal interview during which an employee's strengths and weaknesses are discussed and evaluated, and recommendations for improvements are made. These interviews should identify the short and long-range goals of employees and determine how they interrelate with IBH's purpose and objectives. Should a promotion be recommended, it should be based on such factors as quality and quantity of work, prior job performance, experience, educational background, attendance record, and the ability to work well with others. Any recommendations for promotion, a change of duties, or an increase in pay must be approved by senior management before any change takes effect.

In addition, clients may be asked to evaluate IBH on the quality of care it is providing, their contact with the office staff, and how well IBH is meeting their needs. They may be asked to express any concerns or problems and to note exceptional performance of IBH employees. IBH may also contact clients on site and by telephone to help prepare yearly performance evaluations.

### **Transfers**

Transfer of employees from one department to another or from one location to another for the company's convenience may be made to meet company requirements. A request for transfer should be made in writing by the team care coordinator or manager recommending the transfer and it should be submitted to the HR Department for consideration. A transfer may be made if management determines it is in the best interest of the company and the employee.

## **Internal Applicants**

IBH reserves the right to look outside the organization if it believes that an employee with the best qualifications cannot be found within the organization. In the discretion of the manager or team care coordinator seeking to fill an open position, office positions may be posted in the HR Department and an inter-office memo may be circulated which includes a brief description of the position. To apply for a vacant position, employees must complete an Internal Application/Transfer Request Form, which must be signed by the employee's immediate Team care coordinator, and submit it to the HR Department within three (3) days of posting. An HR representative will schedule interviews for qualified candidates. No more than two (2) internal applications/transfer requests will be accepted within a six (6) month period except in circumstances where approval is obtained from the Regional Manager or the HR Manager or Director. Field staff employees who wish to be considered for office positions may submit a resume to the HR department for consideration. Resumes will be kept for a period of six (6) months



# Employee Conduct with Accountability Policy

IBH encourages an environment that is non-punitive and promotes a just culture. Establishment of a just culture allows an environment that focuses on learning from mistakes, improving processes and ensuring appropriate accountability by all employees. A just culture promotes a non-threatening approach in the management of employee behaviors. Focus should be placed on remedial actions to educate and assist rather than punish employees. It encourages the review of systems that setup or caused an error rather than trying to find blame. This approach reinforces teamwork and personal accountability of each member of the team.

Every employee has an obligation and responsibility to be accountable for his or her actions. When an employee's actions do not live up to the expectations and values of IBH, the leader should assess the situation to determine if the employee has failed to meet management expectations in order to, among other things, avoid causing unjustifiable risk or harm, to meet service standards, or to produce a positive quality outcome.

The management team is responsible for ensuring all employees are following IBH policies and procedures, obeying standards of practice, and carrying out their assigned duties in accordance with their job description. Through investigation the leader should identify whether the employee's action was a result of human error, at-risk behavior, or reckless behavior. The leader should determine what steps will be taken. The goal is to determine how, if at all, to modify both the system and the employee's performance to avoid future problems. This approach helps leaders assess situations when employees are either committing repetitive human errors or demonstrating repetitive at-risk behaviors, and determining whether reassignment, disciplinary action, or termination is warranted.

Every IBH employee is accountable for their actions.

Disciplinary action may occur whenever any of the following actions exist:

1. Criminal activity/criminal intent by an employee
2. False or intentionally misleading information is provided by an employee
3. Disregard for organizational policies or management expectations
4. The employee is impaired
5. Inability of the employee to carry out the primary tasks of the job after orientation and training
6. Failure to follow IBH's service standards, values, policies, and procedures

Listed below are some of the violations of the rules of conduct which may result in disciplinary action up to and including discharge. These violations are listed by way of example only. No attempt is made to cover all types of employee conduct which may result in discipline, including immediate discharge. In the event an employee is suspended from work for disciplinary reasons, benefits will not accrue nor will benefits be recoverable during the suspension period.

## Types of Discipline

Any of the following disciplinary steps may be taken against an employee depending on the nature and severity of the offense:

1. **Written/First Action Plan:** When an employee has violated a given policy or when previous efforts fail to bring about acceptable results, a first action plan is to be issued.
2. **Written/Second Action Plan:** In instances where a first action plan has not brought about positive improvement, or in the case of a more serious offense, a second action plan should be completed indicating the nature of the offense, the facts of the offense and the action taken
3. **Final Warning/Suspension:** When previous action plans have not resulted in significant improvement, or when a very serious infraction has occurred, or when the employee needs to be removed from the workplace for an investigation to take place, the employee may be given a final warning and suspension for one to five days without pay.
4. **Termination:** IBH specifically reserves the right to terminate an employee with or without cause and with or without notice at any time. If employee behavior is of a serious enough nature, or if previous warnings have been given and have not resulted in significant improvement, or when continued employment is out of the question, an employee may be terminated.

## Guidelines for Disciplinary Action

The guidelines listed below describe the disciplinary action that should be taken in most cases for the most common violations of IBH policy. The guidelines are not all inclusive. Any of the steps may be skipped or repeated, depending upon management's view of the severity of the offense. In the event an employee is suspended from work for disciplinary reasons, benefits will not accrue nor will benefits be recoverable during the suspension period.

### **1. Unauthorized removal of property belonging to a client, customer, visitor, another employee or IBH.**

Theft, whether through actual stealing, or through a fraudulent act, is one of the most serious offenses. Because of the potentially lasting stigma of discharge for theft, a very high standard of proof is required.

#### **If the theft involves something of insignificant value:**

**1st Offense** Final warning and suspension of 1-3 days

**2nd Offense** Discharge

**If the theft involves something of material value:**

**1st Offense** Discharge

**2. Reporting for, or being on duty in an unfit condition inhibiting one's ability to effectively, efficiently and safely perform required and assigned job duties.**

Employees may not report to work while under the influence of alcohol or illegal drugs, or while under the influence of prescription or over-the-counter drugs that may impair the employee's ability to safely and effectively perform their required job duties. Employees may also not report to work while suffering from any condition that may hinder their ability to safely and effectively perform their required job duties.

**Alcohol or Drugs:**

**1st Offense** Final warning and suspension of 1-3 days

**2nd Offense** Discharge

If the condition is due to addiction and the employee admits to being addicted and is willing to obtain treatment, the employee may be placed on a medical leave-of-absence in lieu of final warning and suspension or discharge. If the employee's actions are of such a serious nature that final warning and suspension seems inappropriate, immediate discharge may be appropriate.

**Consumption or use of alcohol or an illegal substance on IBH premises, IBH property, or in IBH vehicles will result in immediate discharge.**

**Physical exhaustion or other non-medical condition(s) hindering the employee's ability to safely perform:**

**1st Offense** First action plan

**2nd Offense** Second action plan

**3rd Offense** Final warning and suspension of 1 day

**4th Offense** Discharge

### **3. Possession of a dangerous weapon.**

It is unacceptable to possess a dangerous weapon on IBH premises or property including IBH vehicles, as well as IBH client homes or vehicles while engaged in IBH activities.

**1st Offense** Discharge

### **4. Sleeping on duty.**

Because of the potential for neglect of the client/customer or endangering their welfare, sleeping while on duty is a serious offense. IBH expects all employees to be alert and fully capable of functioning effectively at all times. Sleeping in work areas or while on duty is expressly prohibited. The only exception is when the employee is working under direction from their team care coordinator, such as Private Duty live-in or 24 hour care cases. The employee will have specific guidelines and information if they are employed in one of these situations.

#### **If the employee has made a deliberate attempt to hide from a supervision in order to sleep:**

**1st Offense** Discharge

#### **If the employee has inadvertently fallen asleep:**

**1st Offense** First action plan

**2nd Offense** Second action plan

**3rd Offense** Final warning and suspension of 1 day

**4th Offense** Discharge

### **5. Willful damage to IBH property or the property of others.**

The deliberate destruction or defacing of IBH property or the personal property of clients, customers, employees or other individuals is an obvious disregard of property rights.

**1st Offense** Discharge

### **6. Stopping work before the time specified, overstaying rest or lunch periods, or unauthorized absences from the assigned work area.**

The disciplinary action to be taken can range from first action plan to immediate discharge and will be based on the severity of the offense.



**If the employee has inadvertently fallen asleep:**

<b>1st Offense</b>	First action plan
<b>2nd Offense</b>	Second action plan
<b>3rd Offense</b>	Final warning and suspension of 1 day
<b>4th Offense</b>	Discharge

**7. Willful damage to IBH property or the property of others.**

The deliberate destruction or defacing of IBH property or the personal property of clients, customers, employees or other individuals is an obvious disregard of property rights.

<b>1st Offense</b>	Discharge
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**8. Stopping work before the time specified, overstaying rest or lunch periods, or unauthorized absences from the assigned work area.**

The disciplinary action to be taken can range from first action plan to immediate discharge and will be based on the severity of the offense.

**9. Arriving Late or Leaving Early.**

Team care coordinators should point out very clearly to the employee the importance of good punctuality and promptness in reporting to work and working the full assigned shift.

Failure to start work on time or failure to complete a scheduled work shift will result in an interruption of the services IBH provides to our clients and customers. Every employee has an obligation to work the hours scheduled and to inform the team care coordinator if unable to do so. If a pattern of arriving late or leaving early seems to be developing, team care coordinators should discuss the issue with the employee. However, the team care coordinator's failure to do so does not in any way remove the employee's responsibility for the problem.

**Definitions**

**Late Arrivals** Starting a shift 8 minutes or more past the required starting time

**Leaving Early** Leaving a shift 8 minutes or more before the required quitting time

**Corrective Action**

<b>1st Offense</b>	First action plan for 4 late arrivals/leaving early in a performance review year
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**2nd Offense** Second action plan for 6 late arrivals/leaving early in a performance review year

**3rd Offense** Final warning and suspension of 3 days for 8 late arrivals/leaving early in a performance review year

**4th Offense** Discharge for 10 late arrivals/leaving early in a performance review year An employee's late arrival/leaving early record will begin at zero at the beginning of each

performance review year unless the employee reached the final warning level during the previous performance review year. If the final warning level was reached the employee will be placed on a six month probation at the beginning of the new performance review year. Corrective action for occurrences of late arrival/leaving early during the next performance review year will be handled as follows:

**1st Offense** Second action plan for 2 late arrivals/leaving early in the 6 month probationary period

**2nd Offense** Final warning and suspension of 3 days for 4 late arrivals/leaving early in the 6 month probationary period

**3rd Offense** Discharge if the employee has 6 late arrivals/leaving early during the performance review year

## **10. Excessive Absenteeism/Cancellations.**

Team care coordinators should brief all employees on IBH's attendance standards. Employees who are experiencing illness which results in more periods of absence than IBH policies allow are encouraged to consult with a physician and consider applying for a leave of absence. If a pattern of excessive absences or cancellations seems to be developing, team care coordinators should discuss the issue with the employee. However, the team care coordinator's failure to do so does not remove the employee's responsibility to address the issue.

Excessive Absenteeism/Cancellations is defined as 3 or more periods of absence in a performance review year. A period of absence is any unplanned, unexcused absence on one or more consecutive working days. Successive days of absence for the same illness shall be counted as one period. Two days of absence for the same illness separated by not more than 24 hours shall be counted as one period of absence.

An Excused Absence is not counted as a period of absence. Excused Absences include Family & Medical Leave, IBH approved leave, Military Leave, Jury Duty, Funeral Leave, Worker's Compensation injuries, or any unplanned absence the team care coordinator has approved as an excused absence.

### **Corrective Action**

**1<sup>st</sup> Offense** First action plan for 3 periods of absence in a performance review year

**2<sup>nd</sup> Offense** Second action plan for 5 periods of absence in a performance review year

**3<sup>rd</sup> Offense** Final warning for 7 periods of absence in a performance review year

**4<sup>th</sup> Offense** Discharge for 8 periods of absence in a performance review year

An employee's absence record will begin at zero at the beginning of each

performance review year unless: (1) the employee reached the final warning level during the previous performance review year; or (2) the employee reached the second action plan level for 2 or more consecutive performance review years.

**The employee will be placed on probation for 6 months during the new performance review year. Corrective action for occurrences of absence during the probation period will be handled as follows:**

The employee will be given a final warning if he/she has 2 periods of absence in the 3 months (90-day month probationary period.). If, after the final warning, he/she has 2 periods of absence in the remainder of the performance review year, discharge will be affected. If the employee has 3 or less periods of absence during the probationary period, the probationary status will be removed and the guidelines for Corrective Action (above) will be followed.

**Note:** Any employee who is absent without calling in for 3 consecutive working days shall be considered as having quit.

**11. Misrepresenting the reason(s) for an absence or failure to adequately explain absence.**

An employee who reports that he/she is too ill to work and who is later found out not to be too ill to work, may be discharged. Inadequate documentation of an illness may result in a second action plan on the first offense and further discipline on subsequent offenses. In such cases, the team care coordinator should consult the appropriate Director and Human Resources.

**12. Insubordination/Acting in a disrespectful manner to a team care coordinator.**

Insubordination is the willful refusal to carry out an appropriate request. Team care coordinators are encouraged to say to the employee, "If you refuse, it will be considered insubordination. Do you still refuse?" Insubordinate actions may also include, but are not limited to, intentionally walking away from the team care coordinator while being addressed to very serious actions such as hostile, negative, or inappropriate acts; hostile, negative, or inappropriate body language; or hostile, negative, or inappropriate communication directed at a team care

coordinator. Acting in a disrespectful manner to a team care coordinator may result in a first action plan up to an immediate discharge depending on the seriousness of the offense.

**13. Indecent or immoral conduct in or around IBH facilities or property.**

These actions may range from abusive or improper language to very severe actions, i.e., indecent exposure.

**Serious violations:**

**1<sup>st</sup> Offense** Discharge

**Less serious violations:**

**1<sup>st</sup> Offense** Final warning and suspension of 1 - 3 days

**2<sup>nd</sup> Offense** Discharge

**14. Misrepresenting the reason(s) for an absence or failure to adequately explain absence.**

An employee who reports that he/she is too ill to work and who is later found out not to be too ill to work, may be discharged. Inadequate documentation of an illness may result in a second action plan on the first offense and further discipline on subsequent offenses. In such cases, the team care coordinator should consult the appropriate Director and Human Resources.

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**16. Indecent or immoral conduct in or around IBH facilities or property.**

These actions may range from abusive or improper language to very severe actions, i.e., indecent exposure.

**Serious violations:**

**1<sup>st</sup> Offense** Discharge

**Less serious violations:**

**1<sup>st</sup> Offense** Final warning and suspension of 1 - 3 days

**2<sup>nd</sup> Offense** Discharge

**17. Conviction for a violation of a criminal law that may have a negative business impact.**

IBH must protect its clients, customers, visitors and employees from individuals who have engaged in serious crime. Team care coordinators should immediately consult with Human Resources regarding the nature of the conviction and the potential for a negative business impact on IBH. The range of disciplinary action will depend on the seriousness of the offense.

**18. Falsifying IBH records, including falsification of client time records.**

Depending on the seriousness of the case, an employee who falsely records that he/she completed client or customer care when that work was not done (or was not done as recorded) should be issued either a final warning/suspension or should be discharged.

Falsification of business records, including, but not limited to, travel expenses, mileage, applications for employment, applications for reimbursement, etc., are deliberate acts in an attempt to defraud or steal and an employee should be issued either a final warning/suspension or should be discharged.

**19. Conduct endangering or harming another individual, or threatening the same.** Threatening to harm another individual, even in jest, is inappropriate. A statement may be made without serious intent, but the person to whom the statement is directed may take it seriously. The range of disciplinary action will depend on the seriousness of the offense.

Willful misconduct which harms or endangers the welfare of a client, customer, visitor, employee, or other individual should result in immediate discharge.

Threatening to harm a client, customer, visitor, employee, or other individual should result in immediate discharge.

Fighting with another employee, or threatening another employee, should result in a final warning and suspension of 3 days or immediate discharge depending on the seriousness of the offense.

**20. Unauthorized employment with another employer while on an approved leave.**

**1<sup>st</sup> Offense** Discharge

**21. Soliciting gratuities or gifts from clients or customers, their families, or others.**

**This act causes embarrassment to IBH and is a deliberate and serious offense.**

**1<sup>st</sup> Offense** Final warning and suspension of 3 days

**2<sup>nd</sup> Offense** Discharge

**22. Accepting gratuities or gifts from clients or customers, their families, or others.**

The acceptance of personal gifts, favors, services, tips or kickbacks, either directly or indirectly resulting from or in anticipation of services or business transactions is not allowed.

**1<sup>st</sup> Offense**

Final warning and suspension of 3 days

**2<sup>nd</sup> Offense**

Discharge

**23. Disclosing confidential information to unauthorized sources or inappropriately accessing confidential information.**

Inappropriately disclosing confidential information or inappropriately accessing confidential information results in a loss of confidence in the employee and IBH.

This act can cause much embarrassment to IBH and is a serious act.

Inappropriately disclosing or accessing confidential information may result in a first action plan up to an immediate discharge depending on the seriousness of the offense. See HIPAA policies, beginning with Policy No. 500.

**24. Solicitation or distribution of literature.**

To prevent disruption of business activities, to minimize distractions for all employees and to preserve company security, solicitation or distribution of literature, materials, goods, contest promotions, requests for donations or any other solicitation or distribution is prohibited during working time, in work areas, and on IBH's property unless prior approval is received. Products, brochures, flyers, pamphlets, posters, catalogs or other publications are not permitted and will be removed unless prior approval is received. Employees who violate this policy may be subject to disciplinary action up to and including the termination of employment.

**25. Unauthorized posting or removal of items.**

All items must be approved prior to posting. A first violation will normally result in a first action plan. Subsequent violations may indicate a willful intent to ignore or violate this policy and may result in a final warning and suspension or discharge. Team care coordinators should consult Human Resources regarding second violations.

**26. Failure to report an accident or injury.**

Failure to report an accident or injury may cause problems in documenting the circumstances surrounding the accident or injury and may expose the injured person or others to hazardous conditions. A first violation will normally result in a verbal counseling. Team care coordinators should consult Human Resources regarding particularly serious violations or subsequent violations.

**27. Failure to record work time or clock in/clock out through telephony.**

Failure to record work time or use telephony appropriately will result in an inaccurate record of the employee's time spent on the job. This can cause a great deal of confusion and should not be taken lightly. Failure to record work time or use telephony in more than one shift in a pay period, or failure to record work time or use telephony once in consecutive pay periods will result in the following:

<b>1st Offense</b>	First action plan
<b>2<sup>nd</sup> Offense</b>	Second action plan
<b>3<sup>rd</sup> Offense</b>	Final warning and suspension of 2 days
<b>4<sup>th</sup> Offense</b>	Discharge

**28. Unsatisfactory work performance.**

When attempts to correct unsatisfactory performance have failed to bring about the desired behavior, disciplinary action is indicated. Violations for repeated errors resulting from lack of attention or carelessness will normally result in a first action plan and subsequent warnings if the pattern is not corrected. However, particularly serious instances of errors, intentional disregard of work, dishonesty regarding work performed, or similar unsatisfactory work performance may result in a final warning/ suspension or even discharge. Team care coordinators should consult Human Resources regarding particularly serious incidences.

**In addition, employees should comply with and abide by the performance/ disciplinary standards applicable to the division or department to which they are assigned.**

**29. Actions which violate the Code of Ethical Behavior including, but not limited to, unprofessional or inappropriate engagements or interactions with clients and customers.**

In order to support the ethical operations and fair treatment of clients and customers, IBH operates according to the Code of Ethical Behavior. All employees are to abide by the employee guidelines established by the Code of Ethical Behavior. See Code of Conduct, Policy No. 601. The purpose of this policy is to protect the IBH of home care. Corrective action for violations should generally be handled as follows:

<b>1st Offense</b>	Second action plan
<b>2<sup>nd</sup> Offense</b>	Final warning and suspension of 3 days
<b>3<sup>rd</sup> Offense</b>	Discharge

**Team care coordinators should consult Human Resources regarding particularly serious incidences which may result in immediate discharge.**

### **30. Failure to follow employee appearance standards.**

Because of the increased chances of the spread of contagious or infectious disease, and the possible loss of confidence in IBH on the part of clients, customers, and their families, IBH will not tolerate poor personal hygiene. Team care coordinators should immediately address this issue although it may be a delicate subject for many.

**Poor personal hygiene, violation of IBH's dress code, or violation of departmental dress codes will result in the following disciplinary actions.**

<b>1<sup>st</sup> Offense</b>	First action plan
<b>2<sup>nd</sup> Offense</b>	Second action plan
<b>3<sup>rd</sup> Offense</b>	Final warning and suspension of 2 days
<b>4<sup>th</sup> Offense</b>	Discharge

**Team care coordinators should send employees home to change if an employee's dress is contrary to the intent of IBH's dress code policy.**

### **31. Failure to follow restrictions on smoking.**

Recognizing that smoking is offensive to many people and that smoking in unauthorized areas is in violation of safety rules, employees should be advised that violations of this policy will not be ignored.

<b>1st Offense</b>	First action plan
<b>2<sup>nd</sup> Offense</b>	Second action plan
<b>3<sup>rd</sup> Offense</b>	Final warning and suspension of 2 days
<b>4<sup>th</sup> Offense</b>	Discharge

### **32. Inappropriate use of IBH telephones for personal business.**

Each division or department is encouraged to develop specific telephone usage guidelines for that division or department, and may consult Human Resources in developing these guidelines. Inappropriate use of IBH telephones should result in the following disciplinary actions.

**If the offenses are the result of local telephone calls:**

<b>1<sup>st</sup> Offense</b>	First action plan
<b>2<sup>nd</sup> Offense</b>	Second action plan
<b>3<sup>rd</sup> Offense</b>	Final warning and suspension of 2 days
<b>4<sup>th</sup> Offense</b>	Discharge

**If the offense is regarding a long distance telephone call: 1<sup>st</sup> Offense** Final warning and suspension of 2 days  
**2<sup>nd</sup> Offense** Discharge

**33. Inappropriate use of IBH computers.**

It is recognized that employees may on occasion use their computer for limited personal business during break and meal times. However, should significant personal use of an IBH computer be conducted during working hours or be used to gain access to or send offensive or inappropriate content, disciplinary actions may range from a first action plan up to discharge depending on the severity of the infraction.

**34. Gambling on IBH premises.**

Gambling (using cards, dice or any other game of chance) for money on IBH premises will not be tolerated.

<b>1<sup>st</sup> Offense</b>	Final warning and suspension of 3 days
<b>2<sup>nd</sup> Offense</b>	Discharge

**35. Loitering on IBH premises, loafing, or engaging in activities which distract from work.**

These actions include situations such as: (1) The employee’s physical presence at the workplace when the employee is not on duty; and (2) The physical presence at the workplace by friends or family of the employee when the employee is on duty. In either situation, the activity will be judged on whether there is an appropriate need to be at the workplace. Loitering, loafing, or similar activities inevitably distract employees from their work and will not be tolerated. A first offense will normally result in a first action plan. Subsequent offenses may result in final warning/suspension or discharge, depending on the seriousness of the offense.

**36. Improper operation of an IBH vehicle.**

<b>1<sup>st</sup> Offense</b>	Final warning and suspension of 3 days
<b>2<sup>nd</sup> Offense</b>	Discharge

**Failure to follow universal precautions in the care and treatment of clients and customers.**

**The disciplinary action to be taken can range from first action plan to immediate discharge and should be based on the severity of the offense.**

**37. Failure to follow safe practices.**

Each and every IBH employee should work in a safe and efficient manner. Our safety program provides guidelines and procedures to help ensure that safe work practices are followed. If an employee violates the guidelines and procedures, or works in a manner that threatens his or her own health and safety or the health of another, he/she will be subject to disciplinary action up and to and including termination of employment.

Working safely is a core component of our culture and values and a condition of employment at IBH. The following actions constitute a safety violation (this is not an all inclusive list):

1. Not following verbal / written safety procedures, guidelines or rules
2. Horse play, failure to wear required PPC, or abuse of PPE
3. Being under the influence of drugs or alcohol at work or during working hours
4. Bringing weapons to work
5. Failure to report incidents or injuries
6. Attempted or actual physical force to cause injury, threatening statements or other actions to cause an employee to feel they are at risk of injury.

The following procedures will generally be followed after a safety violation. In the case of serious safety violations, such as willful or deliberate disregard for safety rules and policies, the Manager or Safety and Risk Director may decide to move to a more serious disciplinary action including termination of employment.

<b>1<sup>st</sup> Offense</b>	First action plan
<b>2<sup>nd</sup> Offense</b>	Second action plan
<b>3<sup>rd</sup> Offense</b>	Final warning and suspension of 3 days
<b>4<sup>th</sup> Offense</b>	Discharge

## **7. Harassment**

Disciplinary action should be taken for instances of harassment. Discipline can range from a first action plan to immediate discharge and should be based on the severity of the offense(s). See Employee Harassment Policy, Policy No. 400, for further information.

## **8. Inappropriate Use of Personal Cell Phones.**

Cell phone usage can include, but is not limited to, phone calls, texting, photography and applications. With the exception of emergencies, cell phones are not to be used during work hours for personal use. Cell phones may be used during break/meal times for personal use. When using a cell phones during break/meal times for personal use please do not use cell phones for personal use in working areas as this may cause confusion amongst employees. Although the range of disciplinary actions will depend on the seriousness of the offense, inappropriate use of cell phones for personal business will normally result in the following disciplinary actions.

<b>1<sup>st</sup> Offense</b>	First action plan
<b>2<sup>nd</sup> Offense</b>	Second action plan
<b>3<sup>rd</sup> Offense</b>	Final warning and suspension of 2 days

**4<sup>th</sup> Offense**

Discharge

**9. Placing inappropriate information on a Social Network Site.**

Social Network Sites are virtual community sites created by member profiles used for personal or professional interests with the purpose of sharing information, events and personal insights or opinions. Placing information on a Social Network Site that is in conflict with IBH’s mission and values, policies and procedures, or that compromises the privacy or security of any client, customer, employee or IBH is prohibited.

**1st Offense**

Final warning and suspension of 1-3 days

**2<sup>nd</sup> Offense**

Discharge

The disciplinary action may result in immediate discharge if the severity of the offense warrants. See IBH’s Electronic Communications and Social Media Policies, Policy Nos. 403 and 404, for further information.

**10. Inappropriate use of an employee ID badge.**

Any inappropriate use of an employee ID badge may result in progressive discipline up to and including discharge depending on the severity of the infraction.

Inappropriate use may include such things as using another employee’s ID badge for any purpose or allowing another employee to use your ID badge for any purpose, or using an ID badge for a non-business purpose or in an inappropriate or unprofessional manner.

# Termination Policy

An employee may be separated from employment voluntarily or involuntarily by retirement, voluntary resignation, lack of work, or termination. Usually, before an employee is terminated, he/she will be told the reason(s) and will be counseled by management. However, if any misconduct warranting discipline is severe enough, IBH has the authority to discharge the employee immediately. If a separation occurs, all company property in the employee's possession must immediately be returned to the HR Department.

Termination of employment with IBH may arise from a variety of circumstances involving certain action on the part of the employee, IBH, or both. Therefore, termination of employment with IBH may be voluntary or involuntary. The termination date is the last day worked.

## Voluntary Resignation

Any employee voluntarily resigning their position with IBH must submit and complete a written notice of resignation. You must call your team care coordinator and send in a written resignation. When you resign you must return your book and badge immediately in accordance with state regulations. The notice period required will depend on a staff member's position as detailed below:

**Executive Staff** Notice Period: 6 weeks **Management**

Notice Period: 4 weeks **Leadership Staff**

Notice Period: 2 weeks **Field Staff**

Notice Period: 2 weeks

In special circumstances, IBH may require a different period of notice, subject to a written agreement with the staff member and may waive or reduce the notice period (subject to approval).

**YOU WILL NOT BE CONSIDERED ELIGIBLE FOR REHIRE WITHOUT FULFILLING TWO WEEKS NOTICE!**

## Involuntary Resignation

All employees of IBH are expected to abide by all rules outlined in IBH'S policies and procedures and to act ethically according to the Code of Ethical Behavior. Violation of these rules or including, but not limited to, any of the following situations, may result in the immediate termination of employment:

- A "No Show" or "No Call".
- A cancellation while on a probationary period for excessive cancellations or a pattern of cancellations.



- Leaving a client unattended, except for planned errands as directed by the client, family or an employee's team care coordinator.
- Not completing on-the-job training (OJT) within the first 30 days of employment, per discretion of the team care coordinator.
- Not completing any shifts in 30 days (due to no contact, refusal of shifts or lack of hours), per discretion of the team care coordinator/manager.
- Failure to attend all required In-services, per discretion of the team care coordinator.
- Theft from the client, company, or co-worker(s).
- Verbal or physical abuse by an employee; towards a client or co-worker(s).
- Falsification of application, telephony/time slips or client records.
- Failure to provide employment and personal reference contact information; or failure to obtain two positive/appropriate references within 30 days.
- Working under the influence of alcohol or non-prescription drugs.
- Insubordination (unwilling to submit to authority).
- Residing with a client or spending time socially with a client outside of normal working hours.
- Disclosure of confidential information to unauthorized persons.
- Neglect of a client including, but not limited to, failure to deliver all hours authorized unless the client is out of the home or refuses to allow
- the employee to provide service; failure to notify the employee's team care coordinator if the employee is unable to keep the commitment to serve a client;
- failure to report declining health care problems, suspected abuse or unsafe situations; or failure to follow the service plan.
- Gross misconduct including, but not limited to, misconduct deemed to be so serious, disruptive or destructive that IBH can no longer tolerate the presence of the employee or misconduct that destroys a trustful employment relationship. Examples may also include physical or verbal violence; theft or fraud; deliberate falsification of records; deliberate damage to IBH property; serious incapability through being under the influence of alcohol or drugs at work; serious negligence which causes an unacceptable loss, damage or injury; serious act of insubordination; destructive representation of IBH; or serious breach of IBH hiring or safety policies.

An individual who is involuntarily terminated due to misconduct or unsatisfactory performance is normally not eligible for re-employment with IBH. Recommendations for involuntary termination of employment require consultation with the Human Resources Department.

Termination may also occur at the expiration of a leave of absence if the employee does not return to work at the end of a predetermined period of approved leave. This may include when an employee's status eliminates eligibility for leave, or when short-term disability (STD) insurance benefits cease. Termination may also occur upon death of an employee. A final check in the employee's name will be provided according to the laws of the state of residence, and it will include all unpaid salary and

accrued but unused Paid Time Off, calculated at the deceased employee's last rate of pay and full-time equivalency (FTE).

## **Exit Interview**

An employee planning to leave the company may be asked to participate in an exit interview. In addition to discussing his/her decision to leave the company with his/her immediate team care coordinator, a member of the HR Department may meet with the employee prior to the termination. Discussions concerning the reasons for leaving will assist the company in evaluating the effectiveness of its personnel policies and practices. At the time of the exit interview, matters relating to final pay and any other personal consideration will be arranged.

## **Pay at the Time of Separation from Employment**

IBH will determine if the terminating employee has any outstanding debt owed to the company and whether the individual has in their possession any uniforms, keys, handbooks, manuals, badges, computers, electronic devices, cell phones, vehicles, or other company property.

After a full accounting of the employee's and the company's accounts (as determined by the company) is completed, a final pay check will be issued to the employee in accordance with state and federal law.

IBH will issue a check designated as the final payment for all services rendered. The final check will not reflect any time not actually worked except for an employee separated from employment with the company for any reason before he/she has taken part or all of his/her earned vacation or sick leave.

If the employee separates in good standing, and without cause, the employee may receive earned (unused) vacation at the time of separation from employment in the sole discretion of IBH. Any employee terminating employment is expected to immediately return any company property in their possession.

# Workplace

## Anti-Harassment Policy

IBH expects its employees to exhibit mutual respect, consideration and courtesy. IBH prohibits any form of unlawful harassment of its employees and clients including harassment based on race, color, religion, sex or gender (including pregnancy), age, national origin, ancestry, disability, Vietnam era veteran's status, or any other characteristic protected by law. Such conduct by employees may result in disciplinary action up to and including discharge. Our intent is to create and maintain a work environment free of harassment and offensive behavior. Harassment on the basis of sex, race, color, religion, national origin, age, disability, or any other characteristic protected by law is in conflict with that type of environment and will not be tolerated.

Harassment is not easy to define precisely, but it may include threats, insinuations, innuendo, slurs, jokes and other uninvited verbal, graphic or physical conduct by one individual towards another based on an individual's protected status.

## Sexual Harassment

In particular, it is the policy of IBH that there is no discrimination against any employee or applicant for employment on the basis of sex. In keeping with that policy, IBH will not tolerate sexual harassment by any of its employees, team care coordinators, managers, officers, directors or any other persons who interact in the workplace with our employees. Sexual harassment is a violation of the rules of conduct of IBH and is strictly prohibited. Persons engaging in such acts are subject to sanctions and disciplinary measures, up to and including termination of employment. In order to educate all employees and others who are associated with IBH and to comply with the law, IBH is issuing this policy together with an internal complaint procedure for investigation of allegations of harassment. IBH takes the matter of sexual harassment very seriously.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

1. Submission to the conduct is made either explicitly or implicitly a condition of employment
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee
3. Such conduct has the purpose or effect of substantially interfering with the employee's work performance or creates an intimidating, hostile or offensive work environment

To establish a proper work environment, IBH prohibits conduct in the workplace which includes, but is not limited to:

1. Sexual advances, sexual flirtations or requests, threats or intimation for sexual favors, lewd comments, graphic verbal commentaries about an individual's body, comments regarding sexual behavior, innuendos and other vocal activity, such as catcalls and wolf whistles
2. Sexually suggestive gestures
3. Display of photographs, cartoons, articles or other written materials or objects of a sexual nature in the workplace

## **Procedure to Report Prohibited Conduct**

All acts of harassment in the workplace, whether specifically included in the above list, are strictly prohibited by IBH. No employee should tolerate harassment, whether directed at oneself or another employee. If you encounter harassment, the recommended course of action is to tell the offender directly that his or her behavior offends you or makes you uncomfortable. If you are uncomfortable confronting the offender, or if the harassment continues, report the problem immediately.

Any employee or applicant for employment who feels he or she has been harassed should immediately report such incidents to the Director of Human Resources and file a grievance pursuant to the grievance procedures. If the complaint involves the Director of Human Resources, the employee should contact any CEO. Should the grievance involve any CEO, the employee should contact the President. Any employee or applicant for employment who feels that retaliatory action has been taken at any time because he or she complained of harassment should also immediately report that action to the Director of Human Resources or any CEO, or to the President should the employee believe that the Director of Human Resources or any CEO has engaged in retaliatory action.

In determining whether alleged conduct constitutes harassment, the totality of the circumstances, the nature of the harassment and the context in which the alleged incidents occurred will be investigated. IBH has the responsibility for investigating complaints of harassment. Confidentiality regarding both the complaint and the investigation will be maintained to every extent possible. There will be no reprisals taken or retaliation against anyone who makes a complaint or who participates in an investigation.

When necessary, the company will take immediate appropriate action to stop and remedy the harassment. Appropriate action will be taken when deemed necessary based on the investigation. Any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

## **New Client Procedures**

Upon accepting a new client, IBH will check Pennsylvania's Sex Offender Registry to determine whether the client is on the registry. If a client is on the registry, the team care coordinator will notify

the employee so that the employee(s) may make informed decisions with regard to contact with the client.

# Grievance Policy and Procedure

IBH's grievance policy and procedure is established to provide employees with a prompt review, impartial consideration, and equitable disposition of their grievances. Any employee who presents a grievance or complaint in good faith and in a reasonable manner will be free from restraint, interference, discrimination, reprisal, or retaliation.

This procedure is intended to encourage employees to discuss problems with their team care coordinator, thereby providing a basis to talk over matters of mutual interest, to explain, to reach agreement, to make adjustments if necessary, and to foster better understanding between employees and team care coordinators. Such discussion will lead to better employee/team care coordinator understanding of policies, procedures, and practices.

If any employee has a grievance arising out of employment with IBH, including, but not limited to, complaints of discrimination or harassment based on race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law, the employee may file a grievance with the Director of Human Resources; or, the employee may file a grievance with any CEO if the grievance involves the Director of Human Resources. Should the grievance involve any CEO, the employee may file a grievance with the President. Employees are encouraged to submit grievances in writing. (see policy # 4.20; reference form

## Procedure

Within a reasonable period of time after a grievance is made, a meeting will be scheduled with the Director of Human Resources and the employee to attempt to resolve the grievance (unless the grievance is with the Director of Human Resources). If the grievance is not resolved to the satisfaction of the employee, the employee may submit the grievance to any CEO. The CEO with whom the grievance is filed will meet with the employee within a reasonable period of time and attempt to resolve the grievance.

In the event that the grievance is with the Director of Human Resources, a meeting will be scheduled with the CEO and the employee to attempt to resolve the grievance. If the grievance is not resolved to the satisfaction of the employee, the employee may submit the grievance to the President. The President will meet with the employee within a reasonable period of time and attempt to resolve the grievance.

In the event that the grievance is with the CEO, a meeting will be scheduled with the CEO and the employee to attempt to resolve the grievance. If the grievance is not resolved to the satisfaction of the employee, the employee may submit the grievance to any other executive level manager or director.

# Drug-Free and Alcohol-Free Workplace Policy

Employees of IBH are our most valuable resource and, for that reason, their health and safety is our number one concern. Any drug use which imperils the health and well-being of our employees or threatens our business will not be tolerated. The use of illegal drugs and abuse of other controlled substances on or off duty is inconsistent with the law abiding behavior expected of citizens. Employees who use illegal drugs or abuse other controlled substances on or off duty tend to be less productive, less reliable, and prone to greater absenteeism. This, in turn, can result in increased costs, delays, and risks to IBH's business.

Drug use in the workplace puts the health and safety of the abuser and all other workers around them at increased risk. Employees have the right to work in a drug-free environment. In addition, drug abuse inflicts a terrible toll on the nation's productive resources and the health and well-being of American workers.

Early recognition and treatment of drug abuse is important for successful rehabilitation. Whenever feasible, IBH will assist employees in overcoming drug abuse by providing information on treatment opportunities and programs. However, the decision to seek diagnosis and accept treatment for drug abuse is primarily the individual employee's responsibility.

Employees with drug abuse problems should request assistance from management. IBH will treat all such requests confidentially and will refer the employee to the appropriate treatment and counseling services. Employees' who voluntarily request IBH's assistance in dealing with a drug abuse problem may do so without jeopardizing their continued employment, provided they strictly adhere to the terms of their treatment and counseling program. At a minimum, these terms include the immediate cessation of any use of drugs, and participation, where required by a program, in periodic unannounced testing for a twenty-four (24) month period following enrollment in the program.

Voluntary requests for assistance from employees will not, however, prevent disciplinary action for violation of IBH's Drug-Free and Alcohol-Free Workplace Policy.

## Policy

IBH has instituted a zero tolerance level program. IBH is committed to maintaining a safe workplace free from the influence of drugs. All employees are hereby notified that IBH will comply with the requirements of the Drug-Free Workplace Act of 1988, and all applicable regulations issued thereunder, as well as, when applicable, any more stringent rules created by other federal agencies.

IBH's Drug Awareness Program does not create an employment contract between the employer and employee. Furthermore, IBH has the sole right to modify the policy and program at any time.

An employee who violates IBH's Drug-Free and Alcohol-Free Workplace Policy is subject to disciplinary action, up to and including termination of employment, at the company's sole discretion.

In addition to any disciplinary action, the company may, in its sole discretion, refer the employee to a treatment and counseling program for drug abuse. Employees referred to such a program by the company must immediately cease any drug use, may be subject to periodic unannounced testing for a period of twenty-four (24) months, and must comply with all other conditions of the treatment and counseling program. IBH shall determine whether an employee it has referred for drug treatment and counseling should be temporarily reassigned to another position for safety reasons.

IBH will promptly terminate any employee who tests positive for drugs while undergoing treatment and counseling for drug abuse.

This is a formal notice of IBH's intent to take disciplinary action, up to and including termination of employment, against any employee who violates IBH's Drug-Free and Alcohol-Free Workplace Policy. IBH's Drug-Free and Alcohol-Free Workplace Policy prohibits the use, sale, distribution, manufacture, or possession of all controlled substances as listed in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. § 812).

IBH's policy also prohibits the performance of work or an employee's presence at any company building, facility, equipment, work area/site, or client's or customer's home while under the influence of a controlled substance.

As a condition of employment, each employee must:

1. Comply with the company's Drug-Free and Alcohol-Free Workplace Policy
2. Notify IBH of any conviction for a drug-related offense committed in the workplace within three (3) days of the conviction
3. Submit to testing as described in this manual.

Any employee who violates this company policy will be subject to disciplinary action up to and including termination of employment.

IBH's Drug-Free and Alcohol-Free Workplace Policy prohibits employees from engaging in any of the following activities:

1. Use, possession, manufacture, distribution, dispensation, or sale of illegal drugs on company premises or company business, in company-supplied vehicles, or during working hours
2. Unauthorized use or possession, or any manufacture, distribution, dispensation, or sale of a controlled substance on company premises, or while on company business, or while in company-supplied vehicles
3. Storing in a locker, desk, automobile, or other repository on company premises any controlled substance whose use is unauthorized
4. Being under the influence of a controlled substance on company premises, or while on company business, or while in a company-supplied vehicles

5. Any possession, use, manufacture, distribution, dispensation, or sale of illegal drugs off company premises that adversely affects the employee's work performance, their own or the safety of others at work, or the company's regard or reputation in the community
6. Failure to adhere to the requirements of any drug treatment or counseling program in which the employee is enrolled

7. Failure to notify IBH of any conviction under criminal drug statutes for a workplace offense within three (3) days of the conviction
8. Refusal to sign a statement to abide by IBH's Drug-Free and Alcohol-Free Workplace Policy

An employee undergoing prescribed medical treatment with any drug which may alter their physical or mental ability to perform the required functions of their job must report this treatment to his or her team care coordinator or manager who will determine whether a temporary change in the employee's job assignment is warranted during the period of treatment.

## **Drug-Free and Alcohol-Free Workplace Policy**

### **(Specific Testing Provisions)**

In order to ensure the safety of our employees, IBH has established this drug and alcohol testing policy and may conduct testing for drugs and alcohol in the following circumstances:

1. Post offer pre-employment testing or physicals
2. Post-accident/injury/job related illness
3. Reasonable Suspicion
4. Random Testing

## **Definitions**

**Illegal:** "Illegal drugs" are drugs or controlled substances which are not legally obtainable or legally obtainable but not obtained or used in a lawful manner. Examples include but are not limited to, cocaine and marijuana, as well as prescription drugs that are not lawfully obtained or properly utilized. The term "illegal drugs" also includes mind-altering or addictive substances, which are not sold as drugs or medicines but are used for the mind or behavior-altering effect.

**Company Property:** The term "company property" includes work sites; common areas on company premises; parking lots; vehicles; offices owned, rented, utilized, or serviced by the company or by any client of the company; employee owned or employee rented vehicles on the property of the company or of any customer of the company while on company business; and locations where the employee represents IBH in any capacity, including client and customer homes.

**On Duty:** The term "on duty" includes all working hours, as well as meal periods and break periods, regardless of whether on premises, and all hours when the employee represents the company in any capacity, including while in client or customer homes.

**Drug Use Prohibitions:** The use, sale, possession, or distribution of illegal drugs on company property may result in immediate termination. It is also against company policy

for any employee to report to work or be on duty with the presence of illegal drugs in the employee's body. Employees who violate this policy are subject to disciplinary action, up to and including termination. Improper use of "legal drugs" is also prohibited and may result in disciplinary action up to and including termination.

Refusal to submit to, efforts to tamper with, or failure to pass a drug test will result in disciplinary action, up to and including termination. Employees may be asked to submit to a drug test based on reasonable suspicion that they are under the influence of or impaired by a controlled substance or other drug.

If an employee believes that reasonable suspicion exists, the employee should report his or her findings and observations to his or her team care coordinator or the HR Department.

**Alcohol Use Prohibitions:** The consumption, possession, or being under the influence of alcohol on company Property before work or while on duty is prohibited and will result in disciplinary action, up to and including termination. Employees may be asked to submit to an alcohol test based on reasonable suspicion that they are under the influence or unpaired by alcohol.

Refusal to submit to, efforts to tamper with, or failure to pass an alcohol test will result in a disciplinary action, up to and including termination. If an employee believes that reasonable suspicion exists, the employee should report his or her findings and observations to his or her team care coordinator or the HR Department

**Testing Procedure:** The Company will determine for which drugs testing will be performed.

If the employee refuses to consent to testing, fails to appear for testing, tampers with the test, or fails to cooperate with the testing procedures, he or she may be disciplined up to and including termination. Employees who consent to testing will be informed of the results by the appropriate IBH personnel. As set forth within this policy, a positive test will result in disciplinary action up to and including termination.

Any employee who adulterates a specimen or who otherwise attempts to invalidate a test shall be subject to discipline up to and including termination.

**Testing of Applicants:** After a conditional job offer has been given, a medical evaluation including a drug test may be given at the company's expense. The company will dismiss any new hire with a positive drug test or who fails to meet the requirements of the post-offer physical. All applicants will be asked to sign a Drug Testing Consent Form. Any applicant who refuses to sign or submit to testing shall be ineligible for hire.

**Testing for Reasonable Suspicion:** Employees may be asked to submit to a drug or alcohol test based on a reasonable suspicion that they are under the influence of or impaired by alcohol, a controlled substance, or other drug.

Factors that individually or in combination could result in reasonable suspicion include, but are not limited to the following: direct observation of an individual engaged in drug or alcohol related activity; pattern of abnormal conduct; unusual, irrational, or erratic behavior; unexplained, increased, or excessive absenteeism or tardiness; sudden changes in work performance or ability to work with peers; repeated failure to follow instructions or operating procedures; violation of company safety policies or failure to follow safe work practices; unexplained or excessive negligence or carelessness; discovery or presence of drugs in an employee's possession or near an employee's possession or near an employees workplace; odor or residual odor peculiar to some drugs; arrest or conviction for a drug-related crime; information provided either by reliable and credible sources or

independently corroborated; evidence that an employee has tampered with a prior drug or alcohol test; or evidence or suspicion that an employee has tampered with, taken, or otherwise engaged in activities in a client's or customer's home warranting concern or suspicion that the employee has interfered with, misused, taken, or tampered with the client's or customer's medications, prescriptions, alcohol, or other drugs.

**Testing Post Accident:** Employees may be asked to submit to a drug or alcohol test based on the following: The employee goes to the doctor or hospital; if the injury is OSHA recordable; or if the employee contributes to the cause of an accident where an injury occurred or could have occurred. All employees will be subject to drug and alcohol testing following an incident or injury which occurs to the employee, him/herself or another employee, client, customer, etc. while operating Company equipment on any Company property or while conducting any Company business. The Company may also utilize drug or alcohol test results obtained from law enforcement officials from a vehicle accident. All employees are prohibited from consuming alcohol after an accident until he/she has been tested or eight (8) hours have elapsed, whichever occurs first. After giving a valid sample, the employee will not be allowed to return to work until the results of the test are received by the Company.

Pennsylvania Workers' Compensation Law allows for penalties against employees who use alcohol or non-prescribed controlled drugs. If the workplace injury was sustained in conjunction with the use of the above, Workers' Compensation Benefits will be reduced. If the use of alcohol or non-prescribed controlled drugs was the proximate or substantial cause of the injury, then any Workers' Compensation Benefits will be forfeited.

**Testing at Random:** Employees may be required to submit to drug or alcohol testing on a random basis. Any employee could be tested on a random workday.

**Disciplinary Action:** In the case of a violation of the company's substance abuse policy, including a positive drug or alcohol test result (without evidence of use, sale, possession, distribution, dispensation, or purchase of drugs or alcohol on company property or while on duty), the employee will be disciplined up to suspension for ten (10) working days without pay to immediate termination. In addition, IBH may suspend employees without pay under this policy pending the results of a drug test or investigation.

**Investigation:** To ensure that illegal drugs and alcohol do not enter or affect the workplace, IBH reserves the right to search all vehicles, containers, lockers, desks, computers, or other items on company property in furtherance of this policy. Individuals may be requested to display personal property for visual inspection upon IBH request. Failure to consent to a search or to display personal property for visual inspection will be grounds for termination or denial of access to company premises.

IBH will turn over all confiscated drugs to the proper law enforcement authorities. Further, IBH will cooperate with and may enlist the services of the proper law enforcement authorities in the course of any investigation.

**Confidentiality:** Results of an applicant or employee's test for the use of illegal drugs or alcohol shall be transmitted to the manager or director of the HR Department or other appropriate company designated personnel. In order to effectively address the employees with drug or alcohol problems, it will be necessary for the manager of the HR Department or other appropriate company designated personnel to consult with other persons in the process. However, such results may be disseminated only on a need-to-know basis.

**Consequences of Refusal to Test:** Refusal to submit to a drug or alcohol test as discussed in this policy will result in termination of employment for such refusal. NOTE: a “refusal to submit” means that an employee: (a) Fails to provide adequate breath for alcohol testing, without a valid medical explanation; (b) Fails to provide an adequate urine sample for drug testing, without a genuine inability to provide a specimen (as determined by a medical evaluation); (c) Engages in conduct

that clearly obstructs the test process; or (d) Simply refuses to be tested at appointed time and place, which will be considered direct in subordination.

## **Consequences of Convictions/Guilty Pleas**

Employees who violate IBH's policy, who are convicted of, or plead guilty to, criminal drug statute violations, who are arrested and who are out on bail on his/her own recognizance pending trial, or who are convicted for drug-related offenses, are prohibited by state regulation from working in the home care field, and must be terminated immediately.

In response to federal requirements for drug-free workplaces, and in keeping with IBH's concern for the health and safety of its workforce, IBH's Drug-Free and Alcohol-Free Workplace Policy has been instituted.

# Social Media Policy

Although IBH understands that employees may engage in social media activities outside of employment, where these activities affect the employee's job performance, the job performance of others or IBH's business interests, or otherwise reflect on IBH's image or reputation, these activities become a proper focus of IBH policy. Consequently, this policy has been adopted to apply to employees' off-duty, off-premises social media activities.

Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether associated or affiliated with IBH, as well as any other form of electronic communication. Social media sites, include, but are not limited to, Facebook, Linked In, MySpace, Twitter, YouTube, Hi5, Four Square, Flickr, Digg, and any other web-based communications. Because these are sites open to the general public, IBH, other employees, managers, or clients and customers (and prospective clients and customers) may view your blogs or social networking sites. Before creating online content, consider the risks and rewards that are involved. Any conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects clients, customers, suppliers, people who work on behalf of IBH, or IBH's legitimate business interests, may result in disciplinary action up to and including termination. As such, IBH reserves the right to take any appropriate action, including corrective action up to and including termination, based upon information posted by an IBH employee on such sites.

When participating in off-duty, off-premises social media activities, any such use must not violate any IBH policies or otherwise interfere with the business interests of IBH or with the employee's or co-workers' job performance. Furthermore, any such social media activities must comply with all applicable laws including, but not limited to, anti-discrimination, anti-harassment, copyright, trademark, defamation, privacy, and any other applicable laws. IBH expects all employees to exercise professionalism and good judgment in any social media activities.

Unless specifically assigned by an employee's team care coordinator as an essential function of that employee's job and conducted on an officially IBH-sponsored site or blog, social media activities, including blogging, twittering and other social networking during work hours or using equipment or systems provided by IBH is not permitted. Therefore, please do not use social media while on work time or on equipment IBH unless it is work-related as authorized by your manager or consistent with the company policy. In addition, do not use IBH email addresses to register on social networks, blogs or other online tools utilized for personal use.

IBH strictly prohibits taking negative action or retaliation against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

## Social Media Guidelines

Please carefully read this policy and these guidelines and ensure your postings are consistent with IBH's policies. Inappropriate postings that include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Always be fair and courteous to fellow employees, clients, customers, members, suppliers or people who work on behalf of IBH. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing IBH's Open Door Policy than by posting complaints to a social media outlet. Do not use or post statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparages employees, clients, customers, members, vendors or suppliers, or that might constitute harassment or bullying. Examples of such conduct includes offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about IBH, fellow employees, clients, members, customers, vendors, or people working on behalf of IBH or competitors.

Please post only appropriate and respectful content and when doing so:

1. Maintain the confidentiality of IBH's trade secrets and private or confidential information. Trades secrets may include information regarding the development of services, systems, processes, products, know-how and technology.
2. Do not post internal reports, policies, procedures or other internal business related confidential communications.
3. Do not create a link from your blog, website or other social networking site to an IBH website without identifying yourself as an employee.
4. Express only your personal opinions. Never represent yourself as a spokes person for IBH.
  - a. If IBH is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of IBH, fellow employees, clients, members, customers, suppliers, vendors, or people working on behalf of IBH. If you do publish a blog or post online related to the work you do or subjects associated with IBH, make it clear that you are not speaking on behalf of IBH. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of IBH."

## Media Contacts

Employees should not speak to the media on IBH's behalf. All media inquiries should be directed to the Executive Director of Marketing. Unless an employee is given explicit written permission to do so, an employee cannot speak on behalf of IBH. Employees are discouraged from listing their work affiliation

on a social network or blog; if the affiliation is disclosed or is apparent, then all communications on that network or blog should be regarded as professional communications. Where IBH is identified in any way, a disclaimer must be used stating that any opinions expressed by the author are the author's alone and do not represent the views of IBH.

## **Exceptions**

Employees who are specifically assigned by their team care coordinator as an essential function of that employee's job may utilize social media on equipment and systems provided by IBH during work hours.

## **Electronic Communications Policy**

This policy applies to any and all electronic communication devices provided by IBH, including, but not limited to, personal computers (PCs), laptops, e-mail systems, internet connection, fax machines, scanners, printers, electronic file storage, PDAs/cell phones, telephone system, or any other form of electronic communications.

IBH recognizes that use of electronic communication devices has many benefits for IBH, our employees, and our clients. Use of the Internet, e-mail and other electronic devices enable communications to be more efficient and effective. Therefore, employees are encouraged to use such devices and systems appropriately. Unacceptable usage, on the other hand, can compromise IBH and others' interests, and may result in disciplinary action, up to and including termination, of any IBH employee engaging in unacceptable usage of such devices and systems.

All company-supplied technology, including computer systems and company-related work records, belong to IBH and not the employee. No IBH employee has authority to share any company-provided equipment with anyone outside of IBH, nor may any IBH employee give consent to any outside party, including any law enforcement officer without a valid warrant, to search or seize any IBH property, including any company-owned computer.

IBH may monitor usage patterns of its e-mail and Internet communications. Under no circumstances may IBH's electronic communications be used to send communications or view material that could be construed as violating IBH's policies, including, but not limited to, the anti-harassment or anti-discrimination policies. Sites that contain or promote any communications of a defamatory, discriminatory or harassing nature, or materials that are obscene or X-rated, must not be accessed. Sites with messages with derogatory or inflammatory content about an individual's race, color, sex, age (40 years and over), disability, religion, national origin, citizenship, military status, or any other class protected by law must not be accessed. Confidential, proprietary information of IBH or any IBH clients or customers, must not be sent outside the organization without IBH's express permission and without taking appropriate precautions to safeguard the confidentiality of the information.

Because all the computer systems and software, as well as the e-mail and Internet connection, are owned by IBH, all IBH policies are in effect at all times, not just during normal business hours. Any employee who abuses the privilege of company-facilitated access to e-mail or the Internet may be denied access to the Internet and, if appropriate, be subject to disciplinary action up to and including termination

# Personal Appearance and Workspace Policy

Every employee of IBH contributes to the company's overall public image during working hours. Appropriate attire and workplaces enhance an employee's effectiveness in providing superior service. Each employee personally represents the company and is required to dress appropriately and to keep their workspace neat, clean, and professional.

## Dress Code

All field staff employees are expected to present themselves as healthcare professionals and wear IBH issued uniforms when servicing clients. **A fee of \$50.00 will be deducted from the first paycheck to supply IBH proper uniform.** Office staff employees must wear business casual attire Monday-Thursday and are permitted to wear jeans on Friday. Any special dress requirements will be addressed with employees on an ad-hoc basis.

IBH expects all employees to be neat, clean and well groomed while working. While providing client service or while otherwise in contact with clients or the public during working time, employees should:

1. Keep jewelry to a minimum and non-jewelry pins and buttons worn on visible clothing must be limited to small company awarded anniversary pins and the company name tag
2. Maintain clean, well groomed hair. Field Staff Employees with shoulder length or longer hair should fasten hair securely away from the face
3. Be conservative in the use of make-up, cologne, jewelry, and hair color (examples: purple, green)
4. Beards and mustaches should be neatly trimmed
5. Shoes should be clean, neat, and comfortable **NO FLIP-FLOPS ARE ALLOWED.** Field staff employees are required to wear shoes closed both front and back with slip resistant soles (no sandals should be worn); sneakers are a good example of appropriate footwear for Field Staff Employees
  - a. Uniforms must be clean and wrinkle-free
  - b. Skirts must be no more than 2 inches above the knee
  - c. No fishnet or lace stockings/leggings allowed
  - d. No shorts are allowed
  - e. No hats are allowed
  - f. No torn or frayed garments, including jeans, are allowed
  - g. No spaghetti-type tops or tube tops are allowed
  - h. No external facial piercings are allowed, including tongue rings and ear gauges
  - i. No visible tattoos are allowed; tattoos should be covered by clothing
  - j. Harsh or extreme colognes or fragrances should not be used

## Personal Workspace and Belongings

IBH recognizes an employee's desire to display mementos pertaining to his/her family or other personal time. While IBH can take no responsibility for the safekeeping of these items, it welcomes employees to personalize their work areas for added comfort or pleasantness. However, several guidelines must be observed. They are as follows:

1. **Safety Comes First** No object can interfere with job safety as viewed by company management.
2. **Allergies Should Be Considered** Candles, incenses, plug-in air fresheners, or other products producing extreme fragrances should not be used.
3. **Nothing can be displayed that** (in the opinion of management) **is derogatory** to any person or system of beliefs.
4. **Objects** (in the opinion of management) **that are inappropriate** or hinder work efforts will not be allowed and must be removed upon request.
5. **Nothing can be displayed that may be offensive to others** including, but not limited to, images with sexual content, or any images that may offend someone on the basis of race, color, creed, sex, age, national origin or ancestry, physical or mental disability, veteran status, medical condition, or any other category protected by federal, state, or local law.

## Company Equipment, Tools, and Use Policy

IBH will furnish the necessary tools and equipment to complete job assignments. Each employee is reminded that all items purchased by the company are the property of IBH and represent a very valuable asset of the company. It is the responsibility of the employee to whom tools and equipment are assigned to maintain and safeguard these assets as if they were his/her personal property.

An inventory of tools and equipment will be made periodically. If it is determined that an employee is negligent in the proper storage of tools, materials, or supplies or they are misplaced or stolen, the employee will be asked to replace same at fair market value or the cost of the item will be deducted from the employee's pay check.

Any employee receiving company equipment, including, but not limited to, electronic devices,

electronic media, electronic services, and other forms of electronic equipment, will be required to sign an Equipment Use Agreement, said Equipment Use Agreement to be in a form similar to the example on the following page.

# IBH Home Care, Inc. Equipment Use Agreement

This Equipment Use Agreement (“Agreement”) is between IBH Home Care, Inc., including its subsidiaries or corporate affiliates (“IBH”), and (“Employee”).

1. Employee is, or wishes to be, employed by IBH
2. Employee in the scope and course of Employee’s employment will have access to company equipment and devices; electronic media, services, and equipment; and other forms of company property
3. IBH wishes to control the use of its equipment, devices, and electronic media.

In consideration of Employee’s employment or continued employment, it is agreed:

1. **TERM:** The term of this Agreement is for the period of Employee’s employment unless earlier terminated by IBH.
2. **EQUIPMENT:** IBH assigns to Employee the use of the following equipment (hereinafter “equipment assignment”):

Equipment Description or Type (including listing of all peripheral components)

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Manufacturer:

Make:

Model:

Serial No. (IBH Tag #):

Data Base No. (DB#):

Reasonable market value at assignment:

1. **ASSIGNMENT:** The parties agree and understand that this equipment assignment includes the specific equipment listed in paragraph two (2) herein, and also includes any and all replacement equipment or devices, or temporary equipment or devices, that may be assigned to Employee in the course and scope of Employee’s employment regardless of whether specifically listed in paragraph two (2) herein, all of which will hereinafter collectively be referred to as the “equipment”.
2. **EFFECT ON EMPLOYMENT:** Nothing in this Agreement alters Employee’s “at-will” status, or otherwise interferes with IBH’s right to terminate Employee, or Employee’s right to resign.
3. **EFFECT OF TERMINATION:** The respective rights and obligations of IBH and Employee pursuant to the terms of this Agreement shall survive Employee’s termination, for any reason.
4. **ALTERING OR DEFACING:** Employee agrees that Employee will not alter, disfigure, or cover up any numbering, lettering, or insignia displayed on the equipment.
5. **MAINTENANCE AND REPAIR:** IBH agrees to bear the expenses of repair for normal and reasonable wear and tear in order to keep the equipment in good operating condition.



1. **USE:** Employee agrees to use the equipment consistent with IBH's best practices requirements (attached as Exhibit A) and agrees that the equipment will not be subjected to unnecessarily rough usage, that it will be used in accordance with its design, and that its use will conform to all applicable laws, regulations, and IBH's policies. Employee agrees not to allow the use of the equipment for illegal purposes or for operating Employee's own or another's personal or commercial business. Employee agrees and understands that any incidental personal use of the equipment must not adversely affect the performance of Employee's duties or work performance, must not be disruptive of co-workers or clients, must be of limited duration and frequency, should be restricted to matters that cannot be addressed during non-duty hours, and must not violate any other provisions of IBH's policies. Incidental use may not jeopardize the safety, security, effectiveness or usefulness of IBH's technology resources or business.

Employee understands that only screen savers and desktop backgrounds that came pre-installed are permitted and that all new software must be approved and installed by a member of IBH's Information Technology (IT) department. Employee further understands that the equipment must not be used for inappropriate purposes, illegal activities, or the advancement of individual views or solicitation for any non-organization business or activities; that e-mail or other communication that masks the sender's identity is prohibited; that unauthorized review, duplication, dissemination, removal, installation, damage, or alteration of files, passwords, computer systems, or programs, or other IBH property is prohibited; and that sending, saving, or viewing offensive material (including, but not limited to sexual comments, jokes, or images; racial slurs; gender-specific comments; or any comments, jokes, or images that would offend someone on the basis of race, color, creed, sex, age, national origin or ancestry, physical or mental disability, veteran status, medical condition, or any other category protected by federal, state, or local laws) is prohibited.

2. **CONFIDENTIALITY:** Employee agrees and understands that IBH's confidential business information, employee information, and internal processes, and all client and consumer protected health information must be protected and held confidentially and only disclosed for purposes authorized by law, and Employee agrees and understands that Employee will protect the confidentiality and security of such information, and that Employee will at all times use the equipment consistent with IBH's policies and procedures including equipment use consistent with IBH's HIPAA Compliance Policies.
3. **LOSS OR DAMAGE:** Employee agrees and understands that Employee will indemnify IBH against all loss or damage to the equipment as follows:
  - a. **Unauthorized Use:** Employee will indemnify IBH against all loss or damage to the equipment during Employee's use or possession for all incidents which occur outside of Employee's authorized regular or assigned work sites or duties (hereinafter "unauthorized use"). If any item of equipment is

damaged, destroyed or lost under circumstances of unauthorized use, Employee agrees and understands that Employee's liability will be, as determined by IBH in its sole discretion, IBH's loss deductible, the cost of repair, or the fair market value of the equipment as of the date of loss; and

- b. **Authorized Use:** Employee will indemnify IBH against all loss or damage to the equipment during authorized use if while being used in the course of Employee's regular or assigned work site or job duties, the equipment is lost, stolen or damaged, and if such loss or damage is determined by IBH in its sole discretion to be caused by Employee's negligent or intentional misuse (hereinafter "negligent or intentional misuse"). If IBH determines that

the loss or damage was caused by Employee's negligent or intentional misuse, Employee's liability will be, as determined by IBH in its sole discretion, IBH's loss deductible, the cost of repair, or the fair market value of the equipment as of the date of loss; and

- c. **Authorized Withholding:** Should IBH determine that any loss or damage has been caused by Employee's unauthorized use, or Employee's negligent or intentional misuse, Employee understands, agrees, and expressly authorizes IBH to withhold from Employee's pay any and all amounts which may be due and owing by Employee to IBH for any and all damages or loss which may have occurred, including costs of repair, IBH's loss deductible, or the fair market value of the equipment.
4. **TITLE:** Title to the equipment will at all times remain in IBH unless transferred to Employee by sale. IBH has the right at any time, with or without notice, to retrieve the equipment.
5. **INSPECTION:** Employee agrees and understands that the use of the equipment is an IBH provided benefit and that there is no expectation of privacy. IBH reserves the right to, without notice or consent, access, monitor and review Employees' use of the equipment, including, but not limited to, computers whether hardwired, wireless or hand held, hardware, software, files (current or deleted), portable media, portable storage devices, mobile devices, the Internet and email, including attachments, and to access stored information, review logs of incoming and outgoing information and messages, as well as the content.
6. **SURRENDER OF EQUIPMENT:** Employee agrees on termination of this Agreement, on termination of Employee's employment, or at the request of IBH, to deliver the equipment at Employee's own expense, in good condition, allowing for reasonable wear and tear, and free and clear of encumbrances, to IBH's home office, or to such other location as IBH may designate.
7. **AUTHORIZATION TO WITHHOLD FROM FINAL PAY:** Should Employee fail to return and surrender any equipment to IBH within five (5) business days of Employee's termination of employment, Employee understands, agrees, and expressly authorizes IBH to withhold from Employee's final paycheck the fair market value of the equipment.

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Applicant Signature (Printed)

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Date

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IBH Home Care, Inc. (Printed)

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Date

# **Cell Phone and Telephone Use Policy**

## **Company Phones**

Each time an employee makes or receives a telephone call they represent IBH. The manner in which a call is handled determines how IBH is judged by our clients, customers, and vendors. Employees should always be respectful and courteous when receiving or making any call.

During working hours, employees should refrain from making or receiving personal telephone calls on company phones except for emergencies.

## **Cell Phones**

All IBH employees are expected to use the same discretion in using personal cell phones as is expected for the use of company phones. Personal cell phones should remain off or silent as to not disrupt the work environment. Except in case of an emergency, cell phone usage, texting, or emailing for personal business while at work is not permitted.

To ensure patient and client information is protected, use of the camera on any cell phone in any IBH facility or in any company vehicle is strictly prohibited.

## **Smoking Policy**

IBH is dedicated to providing a healthy, comfortable, productive work environment for our employees. This goal can only be achieved through ongoing efforts to protect non-smokers and to help employees adjust to restrictions on smoking. Therefore, smoking is prohibited throughout company facilities, on company property, on company time, and in company vehicles. The success of this policy will depend upon the thoughtfulness, consideration and cooperation of smokers and non-smokers. All employees share in the responsibility of adhering to and enforcing this policy. Any conflict should be brought to the attention of human resources.

# **Outside/Dual Employment and Conflicts of Interest Policy**

## **Outside and Dual Employment**

IBH makes every effort to keep its employees as fully employed as possible and at a good rate of pay. When an employee is on the job, this means that 100% of his/her effort is required. If an employee chooses to work outside of his/her job and the outside employment competes with what is expected of him/her as an employee of IBH, opportunities for promotion and advancement with IBH may be limited by his/her decision.

If management feels that outside employment prevents an employee from fulfilling his/her obligations to the company, the employee will be asked to resign or to leave his/her outside employment.

An employee of IBH may not be employed by any other home care agency and remain employed with IBH. Employees may work part-time or full-time in an institutional setting, such as a nursing home. In special instances where no conflict of interest is identified, an employee may be allowed to work for another agency that provides similar services. This determination would be made by the Director of the employee's department and approved by any CEO or the President.

All management and team care coordinatory personnel are expected to enforce this policy and, by example, refrain from conflicting outside employment.

## **Conflicts of Interest**

Employees should avoid all potential conflicts of interest. Adherence to this policy ensures that personnel act with total objectivity in carrying out their duties for the institution for which they work.

IBH staff may not be employed by, act as a consultant to, or have an independent business relationship with any of IBH's service providers, competitors, or third party payers unless approved by the administrative team. Professional staff should not have other outside employment or business interests that place them in the position of (i) appearing to represent IBH or one of its entities, (ii) providing goods or services substantially similar to those IBH provides or is considering making available, or (iii) lessening their efficiency, productivity, or dedication to their organization in performing their everyday duties.

Personnel may not use assets owned or leased by IBH for personal benefit or personal business purposes. Employees may not have an interest in or speculate in products or real estate the value of which may be affected by the business of IBH. Employees may not divulge or use confidential information such as financial data, payer information, computer programs, and patient information for their own personal or business purposes.

Any personal or business activities by an employee that may raise concerns along these lines must be reviewed with, and approved in advance, by the President.

## **Solicitation or Distribution Policy**

To prevent disruption of business activities, to minimize distractions for all employees and to preserve company security, solicitation or distribution of literature, materials, goods, contest promotions, requests for donations or any other solicitation or distribution is prohibited during working time, in work areas, and on IBH's property unless expressly approved by the director or manager of human resources and the director of marketing. Solicitation includes the physical, written or verbal presentation of material sponsored by a person or agency other than IBH. Products, brochures, flyers, pamphlets, posters, catalogs or other publications are not permitted and will be removed unless expressly approved by IBH. Employees who violate this policy may be subject to disciplinary action up to and including the termination of employment.

## **Employment of Relatives Policy**

It is IBH's goal to select competent and qualified individuals for employment who will share and support the mission, vision and values of IBH, and who will exhibit IBH service behaviors in their daily activities. Every effort should be made to avoid employment situations from which questions of favoritism may arise.

Employment of relatives in the same department, section of a department, or in dual leadership roles (i.e., same office location as a leadership employee), is strongly discouraged and should be avoided. "Relatives" include those related to another employee by blood, adoption, or marriage. Employment of relatives in the same department, section of a department, or in dual leadership roles, must have the express permission of the Director or Manager of Human Resources and the President.

In those rare instances where employment of relatives in the same department, or in dual leadership roles, may be expressly allowed, one relative must not report directly to another or have direct or indirect authority over any component or function that could result in disadvantage or advantage to any employee. Every effort must be made to avoid conflict of interest, nepotism, or the appearance of favoritism.

Employees may not hire relatives for short-term assignments, internships or projects without the express permission of the Director or Manager of Human Resources and the President.



# Visitor Policy

To ensure the safety and effectiveness of our leadership staff, as well as our field staff and business affiliates, all visitors are required to check in at the front desk and should wait in the lobby for their party.

Employees of IBH must obtain permission from their team care coordinator prior to inviting or escorting any non-IBH employee, including children and other family members, throughout the building. Visitors of employees must remain in the front lobby if such permission has not been granted by their team care coordinator for entrance.

Should there be a need for an authorized visitor to be in the office unattended, they will be required to wear an IBH visitor name badge. Each front desk should have visitor badges ready and available on lanyards for each office.

HIPAA, The Health Insurance Portability and Accountability Act, requires entities to enforce the protection of health information and carries legal ramifications for those who violate privacy laws and regulations. An employee's failure to follow this policy may result in the disciplinary action up to and including termination of employment.

Visitors who willingly violate this policy may be subject to civil penalties, including trespassing, or criminal charges.

# HIPAA

## Overview

The Standards for Privacy of Individually Identifiable Health Information (“Privacy Rule”) establishes a set of national standards for the protection of certain health information. The U.S. Department of Health and Human Services (“HHS”) issued the Privacy Rule to implement the requirement of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). The Privacy Rule standards address the use and disclosure of individuals’ health information—called “protected health information” by organizations subject to the Privacy Rule — called “covered entities,” as well as standards for individuals’ privacy rights to understand and control how their health information is used. Within HHS, the Office for Civil Rights (“OCR”) has responsibility for implementing and enforcing the Privacy Rule with respect to voluntary compliance activities and civil money penalties.

A major goal of the Privacy Rule is to assure that individuals’ health information is properly protected while allowing the flow of health information needed to provide and promote high quality health care and to protect the public’s health and well being. The Privacy Rule strikes a balance that permits important uses of information, while protecting the privacy of people who seek care and healing.

In order to comply with HIPAA requirements and obligations, IBH has a comprehensive HIPAA policy which may be found beginning with Policy No. 501 in IBH’s Policy and Procedure Manual. In addition to IBH’s HIPAA policy, should employees wish to view the entire Privacy Rule, or should employees desire additional information about it applies, employee may view the OCR website: [www.hhs.gov/ocr/hipaa](http://www.hhs.gov/ocr/hipaa). In the event of a conflict between IBH’s policies and the Privacy Rule, the Privacy Rule governs.

# **HIPAA Compliance Policy**

In order to ensure the privacy and security of patient information created and maintained by the IBH Home Care (“IBH”) and to comply with the HIPAA regulations, IBH has created these HIPAA Compliance Policies to govern its activities related to protected health information and electronic protected health information.

All terms utilized in this policy shall have the same definition as found in 45 C.F.R. §§ 160-164.

This HIPAA policy and related procedures may be changed from time to time as needed to comply with a change in the relevant law or a change in IBH policy. When a change is made to the HIPAA policy and procedures, the change will be effective for all protected health information maintained by IBH at that time, even if the information was created or received prior to the effective date of the change. Any revised HIPAA policy or procedure will be made available to all IBH workforces. If the change in policy or procedure requires a change in the Notice of Privacy Practices, such change will not be effective until the revised Notice of Privacy Practices is made available to patients.

## **Designated Record Set**

These policies and procedures apply to all protected health information created, maintained, and used by IBH. Certain policies and patient rights are limited to information which is included in IBH’s designated record set. A designated record set is a group of records including the medical records and billing records about individuals maintained by IBH and the records used, in whole or in part, by or for IBH to make decisions about individuals.

The IBH designated record set includes documentation maintained in both paper and electronic form. Electronic documents within the designated record set are contained in the Health Medex software system or Cerner software system.

The IBH’s designated record set specifically does not include data collected or maintained for peer review, performance improvement, or other compliance purposes; appointment schedules; records received from other health care providers, but not utilized by IBH to make decisions about individuals; information compiled in anticipation of a civil, criminal, or administrative action or proceeding; clinical trial reports or documentation compiled for reporting to the Food and Drug Administration or the Institutional Review Board; employer records; or duplicative records.

## **HIPAA Privacy Officer**

IBH shall have a HIPAA Privacy Officer designated by the Board of Directors. Currently, Elisa Pellham is designated as HIPAA Privacy Officer to oversee the development and implementation of the policies and procedures related to HIPAA Privacy. The HIPAA Privacy Officer may also be referred to as the Privacy Officer or HIPAA Officer in these related materials. The HIPAA Privacy Officer reports directly to the Board



of Directors and may be changed by the Board of Directors without amending this document. The HIPAA Privacy Officer may engage the assistance of and delegate responsibilities to other IBH staff or business associates as needed to carry out his or her duties. The HIPAA Privacy Officer, through coordination with the HIPAA Security Officer, is responsible for:

- Provide development guidance and assistance in the identification, implementation, and maintenance of organization information privacy policies and procedures in coordination with organization management and administration
- Review initial and periodic information privacy risk assessments and conduct related ongoing compliance monitoring activities
- Work with legal counsel, administration, and committees to maintain appropriate privacy and confidentiality consent forms, authorization forms, and information notices and materials reflecting current organization and legal practices and requirements
- Oversee, direct, or deliver the initial privacy training and orientation to all employees, professional staff, contractors, business associates, and other appropriate third parties
- Participate in the development, implementation and ongoing compliance monitoring of all business associate agreements to ensure all privacy concerns, requirements, and responsibilities are addressed
- Establish a mechanism to track access to Protected Health Information as required by law to allow qualified individuals to review or receive a report on such activity
- Work cooperatively with other individuals in overseeing patient rights to access, amend, and restrict access to Protected Health Information and to request an accounting of disclosures when appropriate
- Establish and administer a process for receiving , documenting, tracking, investigating, and taking action on all complaints concerning our privacy policies and procedures in coordination and collaboration with other similar functions and, when necessary, legal counsel
- Ensure compliance with privacy practices and consistent application of sanctions for failure to comply with privacy policies for all individuals in our workforce and for all business associates, in cooperation with Human Resources, the HIPAA Security Officer, administration and legal counsel, as applicable
- Initiate, facilitate, and promote activities to foster information privacy awareness within the organization and related entities
- Serve as member of the HIPAA Compliance Committee, when formed
- Review with the HIPAA Security Officer all system-related information security plans to align security and privacy practices

- Work with personnel involved with any aspect of release of Protected Health Information to ensure full coordination and cooperation under policies, procedures and legal requirements
- Maintain current knowledge of applicable federal and state privacy laws and accreditation standards and monitor advancements in information privacy technologies
- Serve as information privacy consultant to the organization
- Cooperate with Department of Health and Human Services, Office for Civil Rights, other agencies and organization officers in any compliance reviews or investigations
- Report to the Board of Directors at least annually regarding this HIPAA Compliance Program.

## **HIPAA Compliance Committee**

The HIPAA Compliance Committee is an ad hoc committee of IBH. The Committee may be formed and meet as determined to be necessary by the HIPAA Privacy Officer and administration. When formed, the Committee shall be comprised of members as determined necessary by the HIPAA Privacy Officer and administration to address the particular issue for which the Committee is being formed. The HIPAA Privacy Officer shall serve as the chairperson for the Committee. Responsibilities of the Committee may include, but are not limited to:

- a. Reviewing and making recommendations for revision to this HIPAA Compliance Program to incorporate changes in regulations or IBH operations
- b. Investigating and making recommendations to resolve complaints or incidents received by the HIPAA Privacy Officer
- c. Training and educating staff regarding this HIPAA Compliance Program
- d. Other duties related to HIPAA compliance as determined necessary by the HIPAA Compliance Officer

## **Training**

The development and operation of an effective education and training program is essential to the success of the HIPAA compliance program. Only through the education and participation of IBH Workforce can IBH create a HIPAA compliant environment. The education and training program is intended to communicate standards, policies, and procedures to all Workforces through training sessions and dissemination of publications. IBH's education and training program utilizes a variety of training methods including, but not limited to, in person training, internet based training, newsletters, and memos. Training may be provided by IBH Workforce or outside consultants. Workforce may undergo training through internal sessions or external meetings and conferences.

Minimum training and education requirements are expected of all IBH's Workforce. Such training shall be provided:

1. Within a reasonable time after the person joins IBH workforce
2. Within a reasonable time after a material change to the policies or procedures affects the functions of the workforce member
3. As otherwise determined by the HIPAA Privacy Officer, at least annually.

HIPAA Training is offered to all employees as a portion of the two day orientation program upon hire and during staff in-service training provided twice a year. Participation in training and education sessions related to compliance is mandatory for initial and continued employment for all employees. Adherence to and application of compliance policies may be a factor in employees' annual evaluation and performance review.

Documentation of all training provided will be maintained by the HIPAA Privacy Officer per the documentation requirements. Documentation shall include the name of the trainer, a description of material covered during the training session, the date and time of the training session, and names of individuals who attended the session.

## **Business Associates**

IBH may contract with other third parties (“Business Associates”) from time to time to perform functions related to the operation of IBH. Business Associates include individuals or entities who are non-employees and provide legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for the organization and involve the use of protected health information. Business Associates do not include third parties with whom you share protected health information related to the treatment, payment, or healthcare operations of IBH where the third party is acting on their own behalf rather than the behalf of IBH.

Business Associates will only be permitted to create, receive, maintain, or transmit protected health information where a Business Associate Agreement, in compliance with the requirements in 45 C.F.R. §

160-164, has been entered into between the parties. Prior to entering into such Agreement, IBH will obtain satisfactory assurances that such Business Associate will comply with all of the requirements under HIPAA as if the Business Associate were a Covered Entity.

If IBH is aware of a pattern of activity or practice of the business associate which constitutes a material breach or violation of the Business Associate’s obligations under the Agreement, IBH will take reasonable steps to cure the breach and end the violation. If such steps are unsuccessful, the contract with the Business Associate will be terminated, if feasible. If not feasible, the problem will be reported to the Secretary of Health and Human Services.

## **Complaints**

The patient has a right to file a complaint if he or she feels that their privacy has not been adequately protected. Such complaint can be filed with the IBH HIPAA Privacy Officer or with the Department of Health and Human Services. Complaints should be submitted in writing. The IBH Complaint Form is available to patients upon request from IBH staff. If a patient or patient representative makes a verbal complaint to a member of the IBH staff, such staff member should document the complaint on the complaint form and forward the completed form to the HIPAA Privacy Officer.

The information provided on the complaint should be as complete as possible. IBH requests the following information be included: name of the complainant (can be anonymous), date the complaint was filed, date and time of incident (if applicable), location, names of any members of the workforce who were involved, names of any staff who were involved, and a short summary of the complaint.

Upon receipt of a complaint related to an employee or business associate, the HIPAA Privacy Officer will initiate an investigation of the complaint. Additional IBH workforce may be utilized to assist with the investigation. If the complaint involves a potential violation of the HIPAA regulations, the Breach Identification Policy will be followed. The HIPAA Privacy Officer will notify the complainant of the resolution of the complaint where appropriate. If, during the investigation, it is determined that an employee has violated the HIPAA regulations or IBH HIPAA policies, appropriate sanctions will be applied. A violation of the HIPAA regulations or IBH’s HIPAA policies by a business associate may

result in termination of the Agreement with that business associate, as deemed appropriate by the HIPAA Privacy Officer and the IBH Board.

The HIPAA Privacy Officer will maintain documentation related to each complaint in compliance with the documentation and record retention requirements.

## **Intimidation and Retaliatory Acts**

Neither IBH, nor any workforce member of IBH, will intimidate, threaten, coerce, discriminate against, or take any other retaliatory action against any individual for:

4. Exercising the individual's rights
5. Testifying, assisting, or participating in an investigation, compliance review, proceeding, or hearing related to the HIPAA regulations
6. Participating in any process provided for in the HIPAA regulations
7. Filing a complaint to IBH or the Department of Health and Human Services
8. Opposing any act of IBH made unlawful by the HIPAA regulations, so long as the individual held a good faith belief that the IBH was unlawful and the manner of opposition is reasonable and does not involve a violation of the regulations.

Any such intimidating, threatening, coercive, discriminatory, or retaliatory behavior is a violation of these HIPAA Policies and may subject the individual to applicable sanctions.

## **Sanctions**

If a workforce member or business associate is found to be in violation of the HIPAA regulations or IBH HIPAA policies, appropriate sanctions will be applied. These sanctions may include, but are not limited to, retraining and reevaluation, verbal warning, written warning, termination of employment, or termination of contract. The level of sanction will be consistently applied and determined based on the extent and nature of the violation, the degree of harm to the individuals involved, the pattern or recurrence of violations, and the willingness and ability of the workforce member or business associate to ensure future compliance.

The appropriate sanction to be applied will be determined by the HIPAA Privacy Officer and/or the IBH Human Resources Department.

Documentation of each step of the sanction decision will be documented. Such documentation will be maintained by the HIPAA Privacy Officer per the records retention requirements.

## **Mitigation of Harm**

IBH will take appropriate steps to mitigate, to the extent practicable, any harmful effect known to IBH of a use or disclosure of protected health information in violation of IBH HIPAA Policies or procedures or the HIPAA regulations by an IBH workforce member or business associate.

## **Waiver of Rights**

IBH will not request or require individuals to waive their rights under HIPAA as a condition of the

provision of treatment.

## **Documentation and Records Retention**

IBH will maintain documentation as required by the HIPAA regulations. This documentation includes, but is not limited to, policies, procedures, complaints, violations, sanctions, breaches, disclosures, Notice of

Privacy Practices, acknowledgment of Notice of Privacy Practices, Business Associate Agreements, and workforce training. Documentation may be maintained in a paper or electronic format. All documentation will be made available to those persons responsible for implementing the procedures to which the documentation pertains. Documentation will be reviewed periodically and updated as needed.

All documentation created or maintained under these HIPAA policies and the HIPAA regulations must be maintained on file for a period of at least six years. For documentation such as policies, procedures, Notice of Privacy Practices, and designation of personnel which may be modified or revised over time, the document which has been replaced must be maintained, including its effective dates, for a period of not less than six years from the last date on which it was effective.

## **Cooperation with the Department of Health and Human Services**

IBH will cooperate with the Secretary of Health and Human Services. IBH will submit compliance reports as may be requested by the Secretary. IBH will cooperate with any investigations or compliance reviews the Secretary may choose to undertake. This cooperation will include providing access to information, including facilities, books, records, accounts and other sources of information, during normal business hours, or, if exigent circumstances exist, at any time the Secretary requires. IBH will require all workforce members, business associates, and providers to cooperate and provide requested documents to the Secretary. If requested information is in the exclusive possession of a third party, IBH will assist the Secretary, to the extent it is able, in obtaining the requested information.

REGULATION: 45 C.F.R. §§ 160-164 HIPAA

# Privacy Safegaurds

## Access to Protected Health Information

IBH will provide access to protected health information only to persons in its workforce who need such access. For each person, the categories of protected information to which access is needed may also be limited as appropriate.

For those workforce members and business associates to whom access to protected health information is granted, the access, use, and disclosure of such protected health information shall be limited to what is necessary to perform that workforce member or business associate's job responsibilities. Any access, use or disclosure of protected health information by a workforce member or business associate which is not related to the performance of their duties or which is not allowed by these HIPAA policies, is a violation of the policies and may be subject to sanctions.

## Incidental Disclosures

During the course of providing treatment to patients, IBH workforce members may communicate with patients and/or family members. IBH will take reasonable steps to ensure the privacy of these communications including, but not limited to

1. Utilization of private areas by staff when discussing patient information with the patient and/or family members. If these areas are not available, the staff will attempt to use an area of low visitor and staff activity for the communication.
2. Ensuring all individuals present is appropriate during the discussion of patient information prior to beginning such discussion.
3. Attempting to verify the identity of the person with whom staff is speaking on the phone through requesting of basic information and leaving minimally necessary information on voice messages.

While patients are receiving treatment or services at IBH, some of their personal health information may be used in a way in which it may be viewed by other individuals. Such uses are only permitted in order to further the treatment of the patient and communication between the treatment providers. IBH workforce will take appropriate steps to ensure that minimal protected health information is left in places where it can be viewed by other individuals and to limit the number of individuals who enter a space where protected health information may be stored.

## **Control and Disposal of Protected Health Information**

To the extent reasonably practicable, protected health information will be stored in areas of IBH where the information is secure and the access can be limited. Specific policies regarding the safeguarding of the facility and the electronic protected health information are included in the HIPAA Security Physical Safeguards Policy.

When information containing protected health information is no longer needed by IBH, such information will be disposed of in a manner that protects the privacy of such information. All documents and materials containing protected health information will be shredded or otherwise destroyed prior to disposal.

Computers and other electronic media are similarly disposed of by IBH in a manner that protects the confidentiality of any PHI.

## **Monitoring of Workforce Compliance**

The HIPAA Privacy Officer and other designated staff may periodically monitor compliance with these HIPAA Privacy Policies. Documentation of such monitoring activity, including areas monitored, specific concerns screened, and problems identified will be maintained by the HIPAA Privacy Officer per the record retention requirements. If violations are found, the Breach Investigation Policy will be followed.

Each IBH workforce member, provider, and business associate is also responsible for ensuring compliance with this HIPAA Policy. If an individual becomes aware of a potential violation of the HIPAA regulations or the IBH HIPAA Compliance Program, such violation must be immediately reported to the HIPAA Privacy Officer or the individual's direct team care coordinator.

## **Other Safeguards**

IBH may implement additional privacy safeguards as are determined to be needed by the HIPAA Privacy Officer. Employees affected by such changes will be notified at the time of implementation of such measures, or within a reasonable time of such implementation.

REGULATION: 45 C.F.R. § 164.530(c)

# Notice of Privacy Practices

The patients of IBH have a right to adequate notice of uses and disclosures of Protected Health Information that may be made by the organization as a covered entity, the individual's rights, and the organization's legal duties with respect to Protected Health Information. IBH has prepared its Notice of Privacy Practices to provide patients this information.

## Content of the Notice of Privacy Practices

The content of the Notice of Privacy Practices will include at minimum:

1. Description of the ways in which IBH may use or disclose the patient's protected health information. For uses and disclosures related to treatment, payment, and health care operations, at least one example will be provided
2. A description of the individual's rights related to his or her protected health information maintained or created by IBH
3. A description of IBH's duties and responsibilities related to protected health information
4. Information regarding how and to whom a patient may file a complaint.
5. Current contact information for any questions regarding privacy information.
6. The effective date of the current notice
7. A provision regarding IBH's ability to modify the Notice

## Posting and Distribution

A copy of the current notice will also be given to each patient. In the case of an emergency, the notice will be provided as soon as reasonably practicable after the emergency treatment situation. The notice may be provided in an electronic, rather than paper form, where the individual patient has agreed to electronic notice and such agreement has not been withdrawn. The current Notice will be provided to any patient upon request, even if a copy was previously provided in paper or electronic form.

## Acknowledgment of the Notice of Privacy Practices

When the patient is given a copy of the Notice of Privacy Practices, he or she will be asked to sign the acknowledgment form. If IBH employees are unable to obtain an acknowledgment due to an emergency condition, the acknowledgment will be obtained as soon as reasonably practicable. If IBH employees are unable to obtain acknowledgment due to emergency or for any other reason, such as patient refusal, documentation of the reason for the absence of the acknowledgment will be made on the acknowledgment form.

Acknowledgment forms will be maintained following the HIPAA records retention policy.

## **Revisions to the Notice of Privacy Practices**

IBH may revise the Notice of Privacy Practices from time to time to reflect changes in the regulations or changes in IBH policy. In the event of a revision to the Notice, new copies of the Notice will be provided to patients at the time of service. Any changes will not be effective prior to the date which the revised Notice is distributed. The Privacy Officer will maintain copies of all Notices, including their effective and end date, per the HIPAA records retention policy. Patients may receive, upon request, copies of the revised Notice of Privacy Practices or any previous Notice.

REGULATION: 45 C.F.R. § 164.520

# Uses and Disclosures of Protected Health Information

IBH will obtain written authorization from the patient or parent if patient is a minor prior to any disclosure of protected health information except as otherwise provided in these HIPAA policies.

## Uses and Disclosures for Treatment, Payment, and Healthcare Operations

IBH may use and disclose protected health information to individuals or entities for treatment, payment, or health care operations purposes, except for psychotherapy notes, for which special rules apply. IBH is not required to have an individual's consent or an authorization to disclose protected health information for these purposes.

1. **Treatment:** means the provision, coordination, or management of health care and related services by one or more health care providers, including the coordination or management of health care by a health care provider with a third party; consultation between health care providers relating to a patient; or referral of a patient for health care from one health care provider to another.
2. **Payment:** activities undertaken by a provider to obtain reimbursement for the provision Of health care may include, but are not limited to, determinations of eligibility or coverage, billing, claims management, collection activities, review of health services with respect to medical necessity or appropriateness of care, utilization review including pre-certification and pre-authorization of services, and disclosure of certain non-health data elements to consumer reporting agencies.
3. **Health care operations:** means quality assessment activities (including outcomes evaluation and case management and care coordination); review of competence or qualifications of health care professionals and their performance; accreditation, licensing, certification or credentialing activities; conducting or arranging for medical review, legal services, and auditing functions; business planning and development (including conducting cost-management and planning- related analyses); and business management and general administrative activities of the entity.=

Protected Health Information may be used or disclosed, as necessary, by IBH or to another health care provider for treatment of the patient or to obtain payment for services provided. Information may also be used for IBH's own healthcare operations.

Disclosures may be made to another health care provider or health plan for the other entity's health care operations, if both IBH and the other health care provider have a relationship with the patient and the disclosure is for one of the following purposes:

1. Quality assessment and improvement activities, including outcomes evaluation and development of clinical guidelines (the primary purpose of these studies cannot be to obtain generalized knowledge)
2. Population based activities related to improving health or reducing health care costs
3. Protocol development
4. Case management and care coordination
5. Contacting providers and patients about treatment alternatives
6. Evaluation of providers
7. Evaluation of health plan performance
8. Conducting training programs
9. Accreditation, certification, licensing or credentialing activities
10. Healthcare fraud and abuse detection or compliance.

## **Uses and Disclosures without Authorization**

IBH will use or disclose protected health information without the authorization of the individual only for treatment, payment, and healthcare operations and in the following limited situations. Any request for disclosure under this Policy should be approved by the HIPAA Privacy Officer prior to disclosure. At any point where IBH staff is in doubt as to whether a disclosure is permitted or required under this section, an opinion may be requested from Legal Counsel.

## **Required Disclosures**

IBH will disclose protected health information to the individual when requested under the patient's right to access or the accounting of disclosures policies. Protected Health Information may also be disclosed by IBH as required by the Secretary of Health and Human Services to investigate or determine IBH's compliance with the HIPAA regulations.

## **Disclosures Required by Law**

IBH will use or disclose protected health information as required by law and in a way that complies with the law. Such use or disclosure does not require patient authorization.

**Disclosures about Victims of Abuse, Neglect or Domestic Violence:** IBH will disclose protected health information to the extent it is necessary to report abuse, neglect, or domestic violence as required by applicable State and Federal law. If such disclosure is not required by law, IBH may still disclose the information if the individual agrees to such disclosure or the disclosure is authorized by a statute or regulation and IBH believes, in the exercise of professional judgment, that disclosure is necessary to prevent serious harm to the individual or others or the individual is unable to consent due to incapacity and IBH obtains assurances from law enforcement that the information will not be used against the individual and delay of disclosure for the consent could adversely affect law enforcement activity.

If a disclosure is made related to abuse, neglect, or domestic violence, the individual will be

informed of such report and disclosure unless IBH believes, in the exercise of professional judgment, informing the individual would place the individual at risk of serious harm or IBH would be informing a personal representative who is believed to be responsible for the abuse, neglect, or other injury.

**Disclosures for Judicial and Administrative Proceedings:** IBH will disclose protected health information:

1. In response to the order of a court or administrative tribunal or
2. In response to a subpoena, discovery request, or other lawful process, not accompanied by an order of a court or administrative tribunal, if the party seeking the protected health information provides satisfactory assurance that reasonable efforts have been made to notify the individual who is the subject of the request, the party seeking the protected health information provides satisfactory assurance that reasonable efforts have been made to secure a qualified protective order, or IBH makes reasonable efforts to provide notice to the individual or seeks a qualified protective order.

**Disclosures for Law Enforcement Purposes:** IBH may disclose protected health information for law enforcement purposes to a law enforcement official

1. Pursuant to process and otherwise as required by law in compliance with reporting laws regarding certain types of wounds, in compliance with a court order, court-ordered warrant, subpoena or summons issued by a judicial officer, in response to a grand jury subpoena, in response to an administrative or civil subpoena, summons or demand, provided that the information sought is relevant and material to a legitimate law enforcement inquiry, the information sought is as specific and narrowly drawn as practicable, and de-identified information could not reasonably have been used to meet the purpose of the request
2. To identify or locate a suspect, fugitive, material witness, or missing person, provided that only the following information is disclosed: name and address, date and place of birth, social security number, ABO blood type and rh factor, type of injury, date and time of treatment, date and time of death, if applicable, description of distinguishing physical characteristics (including height, weight, gender, race, hair and eye color, presence or absence of facial hair, scars and tattoos)
3. In response to a law enforcement official's request for protected health information about an individual who is, or is suspected to be, a victim of crime (other than abuse, neglect, or domestic violence as discussed above) if the individual agrees to the disclosure or the provider is unable to obtain the individual's agreement because of incapacity or other emergency circumstance, provided that the law enforcement official has represented that such information is needed to determine whether a violation of law has occurred; the information is not to be used against the victim; the need for the information is related to immediate law enforcement activity and delay could materially and adversely affect such activity; and the disclosure is in the best interest of the individual as determined by IBH.
4. To alert law enforcement of the death of an individual if the Provider has a suspicion that the death may have resulted from criminal conduct.
5. If a Provider believes in good faith that the protected health information constitutes evidence of criminal conduct that occurred on the premises of the

Provider.

## **Permitted Disclosures Where No Authorization is Required**

IBH may disclose protected health information without authorization of the patient in the following situations:

### **Permitted Disclosures for Public Health Activities:** IBH may use or disclose protected health information

1. To a public health authority that is authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability
2. To report child abuse or neglect to an appropriate health or governmental authority
3. To report adverse events to the FDA and to track FDA-regulated products
4. To notify a person that he or she has been exposed to a communicable disease (if otherwise permitted by law to make this disclosure)
5. To notify an employer of medical information related to an employee if IBH was providing services at the request of the employer for medical surveillance or to evaluate whether an employee has a work-related injury or illness, the use or disclosure of information is related  
to these purposes, the use and disclosure is required for the employer to comply with its legal obligations, and the Provider gives the individual written notification that the information will be disclosed (Privacy Notice can be handed to the patient or, if the health care is provide on the work site, prominently displayed at the location where health care is provided)

**Permitted Disclosure for Health Oversight Activities:** IBH may disclose information to a health oversight agency for oversight activities authorized by law, including audits; civil, administrative or criminal investigations, proceedings, or actions; inspections; licensure or disciplinary actions; or other activities necessary for the appropriate oversight of the health care system; government benefit programs for which health information relevant to beneficiary eligibility; entities subject to government regulatory programs for which health information is necessary for determining compliance with program standards; or entities subject to civil rights laws for which health information is necessary for determining compliance.

IBH will disclose information to a health oversight agency for oversight activities only where the investigation arises out of the receipt of health care or a claim for or qualification for public benefits related to health or where health is an issue.

**Permitted Disclosures about Decedents:** IBH may disclose protected health information to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death, or other duties as authorized by law. IBH may also disclose protected health information to funeral directors, consistent with applicable law, as necessary to carry out their duties with respect to the decedent. If necessary for the performance of the funeral directors duties, IBH may disclose information prior to, and in reasonable anticipation of, the individual's death.

**Permitted Uses and Disclosures for Organ and Tissue Donation:** IBH may use and disclose protected health information to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of cadaver organs, eyes, or tissue for the purpose of facilitating such use.

**Research:** IBH will disclose protected health information for research purposes only where the requirements of 45 C.F.R. § 164.512(i) are met. All studies in which IBH participates are approved by the Institutional Review Board (“IRB”). The researcher physician may only disclose protected health information as necessary to prepare a research protocol or for research purposes and may not remove any protected health information from IBH during the course of the research. All IRB documentation associated with each research study is maintained by the HIPAA Privacy Officer.

### **Permitted Uses and Disclosures to Avert a Serious Threat to Health or Safety:**

IBH may, consistent with applicable law and standards of ethical conduct, use or disclose protected health information, if IBH, in good faith, believes the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public, and is to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat or is necessary for law enforcement authorities to identify and apprehend an individual because of a statement by an individual admitting participation in a violent crime that the Provider reasonably believes may have caused serious physical harm to the victim, or where it appears from all the circumstances that the individual has escaped from a correctional institution or from lawful custody.

IBH will not use or disclose the information if it was obtained in the course of treatment to affect the propensity to commit the criminal conduct that is the basis for this disclosure, or counseling or therapy or through a request by the individual to initiate or be referred for the treatment, counseling, or therapy described above.

### **Permitted Uses and Disclosures for Specialized Government Functions**

1. IBH may use and disclose the protected health information of individuals who are Armed Forces personnel for activities deemed necessary by appropriate military command authorities to assure the proper execution of the military mission.
2. IBH may use and disclose the protected health information of individuals who are foreign military personnel to their appropriate foreign authorities as above.
3. IBH may disclose protected health information to authorized federal officials for the conduct of lawful national security activities authorized by the National Security Act (50 U.S.C. 401, et seq.) and Executive Orders.
4. IBH may disclose protected health information to authorized federal officials for the provision of protective services to the President and others, or for the conduct of investigations, as required by law.
5. IBH may disclose to a correctional institution or law enforcement official having lawful custody of an inmate or other individual protected health information about such inmate or individual, if the correctional institution or law enforcement official represents that the information is necessary for provision of health care to such individuals; the health and safety of the such individual or other inmates; the health and safety of the officers, employees, or others at the correctional institution; the health and safety of such individuals, officers, or others responsible for the transporting of inmates; law enforcement on the premises of the correctional institution; and the administration and maintenance of the safety, security, and good order of the correctional institution.
6. IBH may disclose protected health information as authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs, established by law, that provide benefits for work related injuries or illness without regard to fault.

**Worker's Compensation:** IBH may disclose protected health information as authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

### **De-Identified Protected Health Information**

IBH may use and disclose protected health information to create information that is not individually identifiable or disclose protected health information to a business associate for such purpose. Health information that has been de-identified does not have to meet the authorization requirements provided that disclosure of a means of re-identification constitutes disclosure of protected health information and re-identified information is protected health information.

Protected health information has been de-identified where the following identifiers of the individual or of relatives, employers or household members of the individual are removed:

1. Names
2. All geographic subdivisions smaller than a state, including street address, city, county, precinct, zip code and equivalents
3. Elements of dates (except year) directly related to an individual, including birth date, admission date, discharge date, date of death, etc.
4. Telephone numbers
5. Fax numbers
6. Electronic mail addresses
7. Social security numbers
8. Medical record numbers
9. Health plan beneficiary numbers
10. Account numbers
11. Certificate/license numbers
12. Vehicle identifiers and serial numbers, including license plate numbers
13. Device identifiers and serial numbers
14. Web universal resource locators
15. Internet protocol (IP) address numbers
16. Biometric identifiers, including finger and voice prints
17. Full face photographic images and any other comparable images
18. Any other unique identifying number, characteristic, or code, except as permitted for re-identification purposes.

A code or other means of record identification may be assigned for the purposes of re-identification so

long as the code or other means is not derived from or related to information about the individual and is not otherwise capable of being translated so as to identify the individual and IBH does not use or disclose the code or other means for any other purpose and does not disclose the means of re-identification.

### **Limited Data Set**

A Limited Data Set (LDS) may be used or disclosed by IBH only where satisfactory assurances, in the form of a Data Use Agreement, have been obtained that the recipient will only use the LDS for limited purposes.

The Data Use Agreement will establish that the permitted uses and disclosures of the LDS are limited to the purposes of research, public health or health care operations; establish who is permitted to use or receive the LDS; and provide that the LDS recipient will:

1. Not use or further disclose the information other than as permitted by the agreement or as otherwise required by law
2. Use appropriate safeguards to prevent use or disclosure of the information other than as provided for by the agreement
3. Report to the IBH HIPAA Privacy Officer any use or disclosure of the information not provided for by the agreement of which it becomes aware
4. Ensure that any agents, including a subcontractor, to whom it provides the LDS agrees to the same restrictions and conditions that apply to the recipient with respect to such information
5. Not identify the information or contact the individuals.

To create a LDS, IBH will remove the following information:

1. Names
2. Postal address information other than town or city, state and zip code
3. Telephone numbers
4. Fax numbers
5. Electronic mail addresses
6. Social security numbers
7. Medical record numbers
8. Health plan beneficiary numbers
9. Account numbers
10. Certificate/License numbers
11. Vehicle identifiers and serial numbers, including license plate numbers
12. Device identifiers and serial numbers
13. Web universal resource locators (URLs)
14. Internet protocol (IP) address numbers
15. Biometric identifiers, including finger and voice points
16. Full face photographic images and any comparable images.

The LDS may include postal information limited to town or city, state and zip code and the month and day elements of dates (i.e., no years) for dates related to an individual (including birth date, admission date, discharge date, date of death, if applicable) and all ages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older.

## **Business Associates**

IBH will disclose protected health information to Business Associates only where satisfactory assurances have been received that the Business Associate will properly safeguard the information

and comply with the HIPAA regulations.

## **Disclosures to Friends and Family Members**

IBH may disclose protected health information to a patient's family member, relative, close personal friend, or any other person identified by the individual the protected health information directly relevant to such person's involvement with the patient's care or payment related to the patient's care. IBH may also use protected health information to notify, or assist in the notification of, a family member, personal representative of the patient, or other person responsible for the care of the patient of the patient's location, general condition, or death.

IBH staff requests that each patient provide a list of individuals involved in his or her care to be maintained in the patient's record. Patients are requested to update this list as changes are made, at least annually.

If the individual is present or available prior to the use or disclosure and has the capacity to make health care decisions, protected health information will only be disclosed if the patient has agreed; the patient was provided the opportunity to object and did not; or it was inferred from the circumstances, based on the exercise of professional judgment, that the patient did not object.

If the patient is not present, or the opportunity to agree or object to the use or disclosure cannot practicably be provided because of the patient's incapacity or an emergency circumstance, the individuals with access to protected health information may, in the exercise of professional judgment, determine whether the disclosure is in the best interests of the patient and, if so, disclose only the protected health information that is directly relevant to the person's involvement with the patient's health care. An individual with access to protected health information may use professional judgment and experience to make reasonable inferences of the patient's best interest in allowing a person to act on behalf of the patient to pick up prescriptions, medical supplies, X-rays, or other similar forms of protected health information.

## **Disclosure Requiring Authorization**

IBH will obtain written authorization from the patient prior to any disclosure of protected health information except as otherwise provided in these HIPAA policies.

## **Marketing**

IBH will obtain authorization from the patient prior to engaging in any marketing activity directed to the patient. As a general rule, any communication that encourages patients to purchase or use certain products or services is considered marketing. However, the following communications do not require an authorization:

1. Communications made to a patient about treatment; case management; coordination of health care, including recommendation of services, products and referrals that are important and specific to that patient's treatment
2. Provision of sample products during an office visit

3. Promotional gifts of nominal value (for example, pens or magnets imprinted with the name of the Provider). If IBH receives any remuneration from a third party related to the marketing activity, the patient authorization will state that such remuneration is involved

## **Research**

If a research study does not meet the requirements of 45 C.F.R. § 164.512(i), an authorization will be obtained prior to using or disclosing protected health information.

## Other Routine Disclosures

Any other disclosure of protected health information not otherwise addressed in these HIPAA Policies requires authorization from the patient. Some of the common disclosures under this provision include, but are not limited to

1. Disclosures of medical information to an employer or school (e.g., return to work or school slips)
2. Disclosures of information to life insurance or disability companies
3. Completion of forms or other documentation regarding certification for FMLA leave or disability accommodations
4. Requests from attorneys not subject to a subpoena.

## Authorization Requirements

Where possible, IBH prefers the use of its own Authorization form. This form will be provided to patients upon request. If a third party's authorization form is used, IBH staff will ensure that the form includes, at minimum, the following information:

1. A description of the information to be used or disclosed that identifies the information in a specific and meaningful fashion.
2. The name or specific identification of the person(s), or class of persons, authorized to make the requested use or disclosure.
3. The name or other specific identification of the person(s), or class of persons, to whom the Provider may make the requested use or disclosure.
4. A description of each purpose of the requested use or disclosure. The statement "at the request of the individual" is a sufficient description of the purpose when an individual initiates the authorization and does not, or elects not to, provide a statement of the purpose.
5. An expiration date or an expiration event that relates to the individual or the purpose of the use or disclosure. The statement "end of research study", "none", or similar language is sufficient if the authorization is for a use or disclosure of protected health information for research, including for the creation and maintenance of a research database or research repository.
6. The signature of the individual and the date. If a personal representative of the individual signs the authorization, a description of such representative's authority must be included.
7. A statement of the individual's right to revoke authorization in writing, exceptions to the right to revoke, and description informing the patient how to revoke the authorization, including a reference to the Privacy Notice.
8. A statement of the Provider's ability or inability to condition treatment on the authorization, stating either:
  - a. That the Provider may not condition treatment on authorization
  - b. The consequences to the individual of a refusal to sign an authorization when the Provider can condition research related treatment on authorization.

9. Statement that information used or disclosed may be subject to re-disclosure by the recipient and no longer protected by the HIPAA privacy rules.

IBH will not condition treatment of the patient on receipt of an authorization except where the authorization is for research and the treatment is related to that research or where treatment is being provided for the sole purpose of creating protected health information for a third party.

An authorization for the use or disclosure of protected health information will not be and may not be combined with any other time of document except:

1. An authorization for the use or disclosure of protected health information for a research study may be combined with any other type of written permission for the same research study, including another authorization for the use or disclosure of protected health information for such research or consent to participate in such research
2. An authorization for a use or disclosure of psychotherapy notes may be combined only with another authorization for a use or disclosure of psychotherapy notes.

An individual can revoke an authorization, in writing, at any time. Such revocation shall prevent IBH from making future disclosures pursuant to the authorization, but shall have no effect on prior disclosures which were made while the authorization was effective.

All authorizations and revocations will be maintained in the patient's medical record as required by the record retention requirements. Patients will be provided copies of any executed authorization or revocation upon request.

## **Minimum Necessary**

When using or disclosing protected health information or when requesting protected health information from another covered entity, IBH will make reasonable efforts to limit protected health information used or disclosed to the minimum amount necessary to accomplish the intended purpose of the use, disclosure or request. This minimum disclosure requirement applies to all uses and disclosures of protected health information except:

- a. Uses or disclosures made to the individual
- b. Uses or disclosures made pursuant to an Authorization signed by the individual (although such disclosure shall be limited to the scope of the authorization)
- c. Disclosures made to the Secretary of Health & Human Services with respect to compliance and enforcement activities
- d. Uses and disclosures that are required by law (only the amount of protected health information that is required will be disclosed); and
- e. Uses and disclosures required for compliance with the HIPAA Privacy Standards.

IBH will use its professional judgment to limit disclosures or requests of protected information to the amount reasonably necessary to achieve the purpose of the disclosure or request. IBH will develop guidelines to assist its staff in making such determinations to be applied when reviewing requests for disclosures. IBH may rely on statements of third parties regarding the minimum information necessary, if such reliance is reasonable under the circumstances when:

- a. Making disclosures to public officials when the public official represents that the information requested is the minimum necessary for the stated purpose(s)
- b. The information is requested by another covered entity
- c. The information is requested by a professional who is a member of its workforce or is a business associate of the Provider for the purpose of providing professional services to the Provider, if the professional represents that the requested information is the minimum necessary-for the stated purpose(s); or
- d. A person requesting information for research purposes has provided appropriate research documentation.

The patient's entire medical record will not be disclosed unless pursuant to an authorization granting or requesting disclosure of the entire record or where it can be shown that disclosure of the entire medical record is reasonably necessary to accomplish the purpose of the disclosure. Source data (slides, films, tracings, etc.) will typically not be provided, unless specifically requested, where the report summarizing such data is included. All questions regarding the minimum necessary standard and its application should be directed to the HIPAA Privacy Officer.

## **Verification Prior to Disclosure**

Prior to making any disclosure, IBH will verify the identity of the person requesting the protected health information and the authority of the person to have access to such health information where that person is not known to IBH and obtain documentation, statements, or representations, whether oral or written, from the person requesting information as required by this HIPAA Policy.

Where a request is made by a public official or government agency, IBH may rely on the presentation of an agency identification badge or other official credentials; receipt of a request on official government letterhead; or receipt of a written statement on appropriate government letterhead granting the requester authority to act on behalf of the agency or public official in verifying the identity of the person making such request.

## **Deceased Patients and Personal Representatives**

Protected health information related to a deceased individual remains protected health information and subject to this HIPAA Policy. If under applicable law an executor, administrator, or other person has authority to act on behalf of a deceased individual or the individual's estate, IBH will treat such person as a personal representative under HIPAA, with respect to protected health information relevant to such personal representation.

If the patient is a competent adult, or an emancipated minor, he or she can sign all forms and make all requests pursuant to HIPAA. Otherwise, a person who may legally consent to treatment on behalf of a minor or incompetent adult should be asked to sign any forms and make any requests pursuant to HIPAA.

If a parent, legal guardian, or other person acting in loco parentis seeks access to a minor's medical records, the access shall be granted unless:

1. IBH is aware of a court order restriction such access
2. The minor is an emancipated minor as determined by state law
3. The parent, guardian, or person acting in loco parentis has assented to an agreement of confidentiality between IBH and the minor
4. State law prohibits disclosure of information to a parent, guardian, or person acting in loco parentis
5. Federal or state law otherwise prohibits access to the information.

Any questions regarding the validity of a personal representative, as to whether access should be granted, must be directed to the HIPAA Privacy Officer.



**Employee Acknowledgement** (NOTE: Application will not be considered complete without the applicant's signature)

I certify that the information in this application is accurate, current and complete. I understand that misstatements or omissions may result in disqualification from further consideration or termination of employment. I agree that, if hired, I may be discharged if IBH learns of any falsification or material omission in the information I have provided and if discovered prior to hire, I would be ineligible for consideration not only for this position, but future positions, as well.

*(NOTE: You will not automatically be excluded from consideration if you have been convicted of a crime. Your suitability for the position sought will be evaluated based upon the totality of circumstances such as the nature of the crime, the recency of the conviction, the type of work involved, etc.)*

I understand and agree that all information concerning patients and their families is strictly confidential. I am not permitted to disclose any financial, medical or personal information related to any patient or family member to fellow employees, company administrative staff or individuals, except my supervisor at IBH.

I authorize IBH to investigate my employment history, credentials, license verification and to obtain any relevant information, including a criminal background check needed to make an employment decision. I authorize IBH to disclose this application along with any information about me obtained through reference checks or during the course of the interview process for state, federal, contractual or accreditation audit purposes. I also authorize IBH to disclose any of my performance appraisals, disciplinary records or skills tests for the same purposes as above.

I release IBH and any individual or entity providing information to IBH from all liability for any damage from the disclosure of this information.

I also understand and agree that passing a medical examination (which is my responsibility) and/or medical screening may be required. If medical restrictions cannot be reasonably accommodated, I may not be hire of if hired, I may be terminated.

I understand and agree that I may be subject to pre-employment drug testing and/or alcohol testing, random testing, as well as testing where reasonable suspicion or improper usage has occurred, or where warranted by an on-the-job injury, circumstance, workplace conditions or contractual requirements.

I understand and agree nothing contained in this employment application or in granting of an interview creates an employment contract between IBH and myself for either employment or for the providing of any benefit. No promises regarding employment have been made to me. If an employment relationship is established, I understand that my employment will be terminable "at will;" that is, I will have the right to terminate my employment at any time and that IBH retains the same right to terminate my employment at any time.

I understand that should I become employed by IBH, my work assignments, schedules and/or work locations are subject to change according to the needs of the business and the clients of IBH.

I understand that IBH is committed to promoting safety and high standards of employee performance, productivity and reliability. In order to achieve this, I may be subjected to a drug test prior being hired to assure IBH I do not currently have narcotics, sedatives, stimulants or other controlled substances and/or mood-altering substances in my body. I understand if I have any such substance in my body at the time of the drug test, IBH will not hire me.

I understand that IBH reserves the right to add to, change and/or delete their policies, procedures, work rules and benefits at any time and that no one in IBH has the authority to enter into any agreement for any particular period of time, or contrary to the above terms, unless that agreement is set forth in writing and signed by an authorized representative of IBH.

Applicant's Signature

Date

Pursuant to Title VII of the Civil Rights Act of 1965 (42 U.S.C., §20000d et seq.) and 45 C.F.F. Part 80, §504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §6101 et seq.), IBH adheres to an equal opportunity policy for all persons seeking admission as clients or seeking employment and for all persons employed by IBH. IBH offers equal employment and advancement opportunities to qualified individuals without regard to race, color, religion, sex, age, national origin, marital status, disability or any other category protected by any applicable local, state, federal law, ordinance or regulation.

Application Reviewed By

Date

02/07/2018







