

8/20/2014



# Employee/Contractor Handbook

	Title: Contractor/Employee Handbook	Page: 1 of 1
	Section: 2.2.0      Payroll	Date: March 14, 2014
	Policy: 2.2.1      Remuneration	Replaces:

- 2.2.1.1      Unless stated otherwise, the Contractor/Employee is paid weekly as per 2.2.1.2.
- 2.2.1.2      Unless stated otherwise, the Contractor/Employee is paid hourly as per the schedule and the hours of service agreed upon between the client and the Company. The Contractor/Employee is expected to manage the workload in the scheduled time frame.
- 2.2.1.3      As per governmental regulations the company will deduct from the Contractors/Employees gross wage all deductions imposed as per Federal and State regulations. This includes but is not limited to Income Tax, Medicare, and Social Security.
- 2.2.1.4      The Contractor/Employee agrees to have mutually agreed upon payments deducted from the Contractor/Employee's gross wage.

Title: Contractor/Employee Handbook	Page: 1 of 1
Section: 2.4.0 Client Relations	Date: March 14, 2014
Policy: 2.4.3 Gifts and Advantages	Replaces:

- 2.4.3.1 The Contractor/Employee is not to accept cash or gifts of any kind from clients past or present, or from their relations.
- 2.4.3.2 The Contractor/Employee is not to give cash or gifts of any kind to the client or any of their relations.
- 2.4.3.3 The Contractor/Employee is not to accept signing authority or power of attorney from a client or their relations.
- 2.4.3.4 The Contractor/Employee is not to borrow money or items of any kind belonging to the client or any of their relations.
- 2.4.3.5 The Contractor/Employee is not to sign any client (or their relations) documents, legal or otherwise on behalf of the client (or their relations) or sign any client (or their relations) document legal or otherwise as a witness.
- 2.4.3.6 The Contractor/Employee is not to advise the client on financial investments or financial matters of any kind.
- 2.4.3.7 The Contractor/Employee is not to discuss, advise or encourage the client or any of their relations to name the Contractor/Employee as a beneficiary in the client's will.

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	Section: 2.5.0      Travel	Date: March 14, 2014
	Policy: 2.5.1      Work Related Travel	Replaces:

- 2.5.1.1      The Contractor/Employee is not reimbursed for travel from home to their first job or from their last job to home.
- 2.5.1.2      Travel from the first client to any in-between the last will be reimbursed at the current Company rate of thirty-five cents (\$0.35) per mile.
- 2.5.1.3      The quantity of miles to be reimbursed per 2.5.1.2 will be determined by a route plan summary in MapQuest.com. Directions and a copy of the route plan will be made available to the Contractor/Employee upon request.

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	Section: 2.5.0      Travel	Date: March 14, 2014

- 2.5.2.1 The Company must approve transportation of a client whether it is in a Contractor/Employee owned vehicle, a client owned vehicle, taxi or any other mode of transportation.
- 2.5.2.2 A Contractor/Employee may, if approved by the Company, use a client owned vehicle to transport the client. Only the vehicle approved by the Company may be used.
- 2.5.2.3 A Contractor/Employee may, if approved by the Company, use their own vehicle to transport the client. Only the vehicle approved by the Company may be used.
- 2.5.2.4 If a Contractor/Employee uses their own vehicle to transport a client as approved by the Company, the Contractor/Employee must provide the Company with proof of coverage and business use endorsement from their insurer.
- 2.5.2.5 If the Contractor/Employee is using their own vehicle to transport clients, the Contractor/Employee must advise the Company of any changes in their insurance coverage.
- 2.5.2.6 If the Contractor/Employee is using their own vehicle to transport clients, the Contractor/Employee must advise the Company of any changes, restrictions or revocation in their Driver's License.
- 2.5.1.4 Client related mileage using a Contractor/Employee owned vehicle will be reimbursed at the current Company rate of thirty-five cents (\$0.35) per kilometre.
- 2.5.1.5 Client related mileage using a Contractor/Employee owned vehicle must be documented on the Clients Home Service Activity Log for each visit.
- 2.5.1.6 Client related mileage using a Contractor/Employee owned vehicle must be called into the office at the end of each day.
- 2.5.2.7 The Contractor/Employee is responsible for the cost of their auto insurance.

	Title: Contractor/Employee Handbook	Page: 1 of 1
	Section: 2.6.0      Training	Date: March 14, 2014
	Policy: 2.6.1      Internal Training	Replaces:

2.6.1.1      **1<sup>ST</sup> NURSE REGISTRY** provides training modules for all Contractors/Employees. The Caregiver Training modules include:

- Module A – Company Orientation (Contractor/Employee Handbook)
- Module B – Workplace Safety
- Module C – Form Documentation (Review of Forms and correct completion)
- Module D – The Aging Process
- Module E – Personal Care

2.6.1.2      All Contractors/Employees are required to complete Module A, B, and C before being assigned to a client. Module D must be completed before the end of their probationary period.

2.6.1.3      Nurses, CNAs, and HHA's may take any of the non-required modules as a refresher.

2.6.1.4      The Contractor will not be paid for time spent in the training program.

2.6.1.5      The office has a collection of Books and Videos on a variety of topics that may be used at the 1<sup>ST</sup> Nurse Registry site for self-study.

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	Section: 2.6.0      Training	Date: March 14, 2014
	Policy: 2.6.2      External Training	Replaces:

- 2.6.2.1 Contractors are required to have completed first aid & CPR training within the first 3 months of employment:
- 2.6.2.2 The Company does not provide the Contractor/Employee with first aid or CPR training.
- 2.6.2.3 The Contractor/Employee is responsible at their own cost to maintain their certification in the minimum of training requirements as outlined in 2.6.2.1.
- 2.6.2.4 At the sole discretion of the Company, the Contractor/Employee may be required to attend training classes as deemed necessary by the Company.
- 2.6.2.5 The Contractor/Employee must have a passing mark, as set by the Company, for all courses deemed necessary by the Company.

	Title: Contractor/Employee Handbook	Page: 1 of 1
	Section: 2.7.0      HIPAA	Date: March 14, 2014
	Policy: 2.7.1      Privacy Notice	Replaces:

*At **1ST NURSE REGISTRY**, we are committed to respecting the privacy of our Contractor/Employees*

**1ST NURSE REGISTRY** recognizes Contractors/Employees as an asset. Because we respect and value you as a Contractor/Employee, we also want you to understand that we will protect your privacy and confidentiality around personal information we learn about you as a result of your employment relationship with **1ST NURSE REGISTRY**.

This privacy notice is designed to explain to you what personal information **1ST NURSE REGISTRY** collects about you as a Contractor/Employee, and the use to which **1ST NURSE REGISTRY** puts that information. The notice will also explain how your personal information is kept safe and secure from inappropriate disclosure or use.

**1ST NURSE REGISTRY** has always been concerned about the confidentiality of Contractor/Employee personal information, and has taken steps to ensure that the information is properly safeguarded and protected.



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Section: 2.7.0 HIPAA

Date: March 14, 2014

### 2.7.2.1 **Application and New Hire Information**

As soon as you are hired, **1ST NURSE REGISTRY** begins keeping a personnel file on you. Examples of some of the information your file might contain include the following:

- Resume and/or application;
- Letters of offer and acceptance of employment;
- Written employment contract;
- Payroll and tax information, including social security number, and banking information;
- Wage and/or benefit information;
- Emergency contact information.

Most of the information listed above is required to ensure you are properly identified as a Contractor/Employee of **1ST NURSE REGISTRY** and that you are on the payroll. Emergency contact information is required in case we need to notify anyone of your involvement in an emergency situation while at work.

### 2.7.2.2 **Performance Information**

While employed with **1ST NURSE REGISTRY**, you may be periodically and annually evaluated, and changes to your employment status may occur. For example, you may receive wage increases and promotions. You may also complete internal or outside courses. All of this information is collected and maintained so **1ST NURSE REGISTRY** can properly evaluate your performance, determine appropriate levels of compensation, and make decisions about your future as a Contractor/Employee.

Examples of performance information that may be added to your file throughout the course of your employment include:

- Copies of performance appraisals;
- Core course and mandatory policy sign-off sheets;
- Internal communications regarding performance;
- Corrective action forms;
- Memorandums regarding completion of internal and outside courses; and
- Record of absences from work.

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Section: 2.7.0      HIPAA	Date: March 14, 2014
Policy: 2.7.2      Use Of Personal Information	Replaces:

### 2.7.2.3      **Surveillance**

The **1<sup>ST</sup> NURSE REGISTRY** location shall be equipped with surveillance cameras. These cameras are generally in high-risk areas such as the cash area. Surveillance cameras are there for your protection and for the protection of **1<sup>ST</sup> NURSE REGISTRY** customers. In addition, they are used to protect **1<sup>ST</sup> NURSE REGISTRY** against shoplifting and theft, vandalism and damage to **1<sup>ST</sup> NURSE REGISTRY** goods and property. In those areas where surveillance cameras are in use, a sign is posted letting our customers know that the outlet is monitored by surveillance camera. Videotapes recording images are routinely destroyed and not shared with third parties unless there is suspicion of a crime, in which case they are turned over to the police.

### 2.7.2.4      **Personality/Psychological Profiles**

Currently, some screening and profile testing is done to evaluate the potential for a Contractor's/Employee's promotion, or to assess whether the Contractor/Employee would work well with a particular group or team within the organization. The information is also used to determine whether a Contractor/Employee has the appropriate skills or traits to perform a particular job.

### 2.7.2.5      **Computer and E-mail Access**

**1<sup>ST</sup> NURSE REGISTRY** has the capability to monitor all Contractors'/Employees' computer and e-mail use. Contractors/Employees should understand all equipment provided for Contractor/Employee use at work is considered to be the property of **1<sup>ST</sup> NURSE REGISTRY**, and is intended to Contractors'/Employees' use within the workplace, and not for personal use. As a result, it is possible that your e-mail and computer usage will be monitored. In light of its commitment to a healthy workplace, **1<sup>ST</sup> NURSE REGISTRY** wants to ensure that no inappropriate computer and Internet usage occurs.

### 2.7.2.6      **Disclosure of Personal Information**

Your employment file is securely maintained in the human resources department, corporate office. **1<sup>ST</sup> NURSE REGISTRY** shares your personal information only with those staff members of **1<sup>ST</sup> NURSE REGISTRY** who need it to ensure that you are properly compensated, or those who are involved in your hiring, promotion, discipline or termination. Personal information in document form is kept in secure locked offices, and computer information is maintained in secure files with very limited access. We will also commit to maintaining your privacy when personal information is disclosed to third parties (e.g., for payroll processing).

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Section: 2.7.0 HIPAA	Date: March 14, 2014
Policy: 2.7.2 Use Of Personal Information	Replaces:

#### 2.7.2.7 Retention of Personal Information

Your personal information will be maintained in your employment file for as long as you are a Contractor/Employee of the company. Some of the information relating to payroll and compensation must be maintained for seven years after you leave your employment, as these documents are required by law for audit and taxation purposes. Information that is not necessary for audit and taxation purposes is destroyed two years after your last date of employment.

#### 2.7.2.8 Accuracy of Personal Information

To some extent, **1<sup>ST</sup> NURSE REGISTRY** relies on our Contractors/Employees to update their own personal information. For example, if you have had a change of address or telephone number, marital status, or if you wish to make changes to your Contractor/Employee benefits plan, you should approach the appropriate human resources staff member and request that your file be updated. Unless you advise **1<sup>ST</sup> NURSE REGISTRY** of these important changes, **1<sup>ST</sup> NURSE REGISTRY** has no way of knowing about them.

**1<sup>ST</sup> NURSE REGISTRY** recognizes that the information we collect regarding your performance is based on opinion and evaluation. To the best of our ability, we ensure that the performance portion of your employment file is complete, in that it contains all information related to your performance, including any documents or other information you supply to us on your own behalf.

**1<sup>ST</sup> NURSE REGISTRY** has adopted a procedure allowing Contractors/Employees to challenge the accuracy of their personal information where they feel it is necessary. That procedure is described in 2.7.2.10 under the heading "Access to Personal Information".

#### 2.7.2.9 Filing a Complaint

If you are dissatisfied with **1<sup>ST</sup> NURSE REGISTRY** privacy policy or practices, or with the result of your request to access or correct your personal information, you should make a written complaint to the Administrator. The Administrator will then investigate the matter, which may require the involvement of management. The Administrator will report back to you and advise you of any steps taken to correct the problem. If you are still unsatisfied with the response, you may be entitled to make a written complaint to Agency for Health Care Administration.

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Section: 2.7.0      HIPAA	Date: March 14, 2014
Policy: 2.7.2      Use Of Personal Information	Replaces:

#### 2.7.2.10      **Access to Personal Information**

**1<sup>ST</sup> NURSE REGISTRY** is committed to ensuring that we collect only the personal information about you that we need to ensure an effective employment relationship. **1<sup>ST</sup> NURSE REGISTRY** is also committed to ensuring that information about you is accurate and up-to-date. **1<sup>ST</sup> NURSE REGISTRY** will provide you with the information we have about you when you make a written request.

In some case, **1<sup>ST</sup> NURSE REGISTRY** may not be able to provide you will all the information we have about you. This would occur if provision of the information could lead to disclosure of another individual's personal information, where laws or regulations prevent disclosure, or where it would simply be too costly to provide the information. If we decide not to disclose some or all of your personal information to you, we will advise you of the reason.

In order to ensure compliance with our privacy policy, **1<sup>ST</sup> NURSE REGISTRY** has appointed the Administrator to oversee all aspects of its Contractor/Employee privacy policy and practices. If you wish to know what information **1<sup>ST</sup> NURSE REGISTRY** currently has about you, you should send a written request to the Administrator, who will respond to your request within 30 days. If you become aware that the information we have about you is incorrect, you should notify the Administrator, who will review the information and take appropriate steps to address your concerns.

Title: Contractor/Employee Handbook	Page: 1 of 1
Section: Contractor/Employee Signature	Date: March 14, 2014
Company Copy	Replaces:

This handbook does not constitute an express or implied contract for employment.

This handbook has been produced by the company for the guidance and orientation of our Contractor/Employees. None of the benefits or policies in this handbook are intended by reason of publication to confer any rights or privileges, or to entitle you to be or to remain to be employed by the company. The contents of this handbook are presented as a matter of information of employment only.

This handbook does not constitute an express or implied contract for employment. It provides guidelines only and may be changed or disregarded when, in the opinion of management, circumstances so require. Management reserves the right to change the provisions of this handbook at any time, with or without notice. In almost all cases, changes to the handbook will be announced in a timely fashion. We will use one, some, or all of the following to announce changes when needed: staff meeting, department or division meetings, memos, and the bulletin board. However, we retain the right to implement some changes immediately without advance notice.

**1ST NURSE REGISTRY** is responsible for maintaining a completely updated copy of this handbook available to all Contractor/Employees at all times. Copies of all changes will also be distributed to all associates and it will be up to you to make sure your handbook is current. In the event of a dispute, the most recently updated and announced version will be used. All changes will be issued through the Human Resources Department.

I, the undersigned, have read the handbook, have had an opportunity to ask questions, and fully understand the contents of the handbook and agree to abide by the handbook and its policies.

\_\_\_\_\_  
Contractor/Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Signature

\_\_\_\_\_  
Date

Title: Contractor/Employee Handbook	Page: 1 of 1
Section: Contractor/Employee Signature	Date: March 14, 2014
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I, the undersigned, have read the handbook, have had an opportunity to ask questions, and fully understand the contents of the handbook and agree to abide by the handbook and its policies.

\_\_\_\_\_  
Contractor/Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Signature

\_\_\_\_\_  
Date