



Team Member Handbook

A guide to Employment
at HL Staffing LLC

WELCOME!

HL Staffing is a full-service personal assistance staffing agency. Currently located in Houston, Texas, **HL Staffing** takes pride in recruiting the most conscientious and experienced PCA (Personal Care Attendants) for **Healthy Living Caregivers** clients in the Greater Houston Area and surrounding communities.

Our Mission: To provide an exceptional client-centered, service-oriented approach to home care that enriches the lives of our clients and provides peace of mind to their families.

Our Core Values:

- **Commitment:** We are committed to excellence in the personalized in-home support services for the elderly, disabled, post-op, and any others needing help maintaining quality of life.
- **Personal Responsibility:** We are committed to understanding our client's unique needs, to achieve optimal results on a timely, effective, and efficient basis.
- **Exceptional Client Experience:** Our services are distinguished by the caliber of our caregivers, the responsiveness of our staff and our expertise in emergency and in-home care. We are committed to understanding our client's unique needs, to achieve optimal results on a timely, effective, and efficient basis.



This Handbook is a source of information about HL Staffing procedures and expectations, along with general rules and policies. **This handbook is not a legal document or an employment contract.** It is for your information. **You are responsible for reading, understanding, and complying with the contents of this handbook.**

GETTING STARTED

HL Staffing is an at-will employer, thus temporary employees, independent, or private contractors should understand that employment is not offered, contracted, or promised for any specific length of time.

Temporary and independent employees have the right to terminate employment at any time, with or without cause and with or without notice, and HL Staffing has the same right.

Equal Employment Opportunity

HL Staffing's policy is to hire and promote for all jobs without regard to race, religion, color, national origin, sex, sexual orientation, marital or familial status, physical or mental disability, veteran status, or age.

Decisions on employment and promotion are based solely upon an individual's qualifications, with reference to the skills and abilities of the position for which the individual is being considered.

Team members, should report any perceived violations to their immediate supervisor or manager. If the immediate supervisor or manager is unavailable or is involved in some manner with the perceived violation, employees should report perceived violations to the next level supervisor or manager at HL Staffing.

Immigration and Employment Eligibility

In compliance with the Immigration Reform and Control Act of 1986 HL Staffing can employ only those individuals who are authorized to work in the United States. All individuals must submit documentary proof of their identity and employment authorization. Employees will also be required to complete and sign **Immigration and Naturalization Service Form I-9**. Form I-9 requires you to attest that you are authorized to work in the job for which you are hired and that the documents you submit are genuine.

If you are authorized to work in this country for a limited period of time, before the expiration of that period, you will be required to submit proof of your employment authorization and sign another I-9 in order to remain employed by HL Staffing.

Prohibited Harassment

Harassment involves verbal or physical conduct that harms or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, age, national origin, sexual orientation, marital or familial status, physical or mental disability, or that of his or her relatives, friends, or associates and that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
- Has the purpose or effect of unreasonably interfering with an individual's work performance.
- Otherwise adversely affects an individual's employment opportunities.

Sexual harassment involves:

- Making unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature a condition of employment.
- Making submission to or rejection of such conduct the basis for employment decisions.
- Creating an intimidating, offensive, or hostile working environment by such conduct.

Policy

HL Staffing will not condone any harassment or sexual harassment of employees. Moreover, HL Staffing will not tolerate such conduct by independent contractors or other visitors. All employees, including supervisors or managers, will be subject to severe disciplinary action up to and including termination for any sexually harassing behavior.

HL Staffing recognizes that the issue of whether harassment or sexual harassment has occurred requires a factual determination based on all the evidence received. All Staff also recognizes that false accusations of harassment or sexual harassment can have serious effects on innocent employees. We trust that all employees will act in a responsible and professional manner to maintain a pleasant working environment free of harassment or sexual harassment.

HL Staffing reserves the right to remedy inappropriate harassing or sexual harassing conduct that falls short of conduct subjecting HL Staffing to legal liability, in a manner that is appropriate, fair, and legal, up to and including termination and to report illegal acts to the proper authorities.

GENERAL EMPLOYMENT INFORMATION

Team Members - Trial Period

Employment may be considered to be on a trial (introductory) basis for the first three months as needed for purposes of establishing suitability for employment as a Personal Care Attendant (PCA). Supervisor will determine exact length of trial period.

During this trial period, you will be observed and evaluated for such qualities as: the ability to interact with other people, attendance, professional conduct, willingness to learn, job performance and other skills to name a few.

After the trial period of satisfactory performance, you will normally achieve regular temporary, independent, or private contractor status at HL Staffing.

New Hire Policies

Applicants may be required to successfully pass a physical examination, or other tests considered legal and applicable. In other situations, your driving record (MVR) may be checked; you may be required to take a driver's examination and present proof of a valid driver's license and certificate of insurance issuance on your vehicle. Failure to maintain acceptable driving standards or vehicular insurance may be sufficient cause for immediate termination.

In special cases other new hire policies may be necessary for a particular job requirement. These will be added as an amendment to your **"Conditions of Employment."**

CPR Certification Other Licensing Requirements

Certain persons may be required to maintain current licensing, a current CPR card, a current TB test, or other requirements as a condition of employment. If you fail qualification or fail to maintain your license there may be sufficient cause for discharge.

Team Member Supervision and Continuing Education

All team members will be supervised on an ongoing basis by respected personnel.

All licensed team members must provide proof of ongoing continuing education that is specific to the license that they hold. Please see Employment section for more information on terms of employment.

Employment

- ✦ Employment is at the mutual consent of the team member and HL Staffing . Accordingly, either the employee or HL Staffing can terminate the employment relationship at will.

Temporary or Independently Contracted Employees

The individual is hired on a contract basis and paid a per visit rate outlined in the Contracted Personnel Agreement.

It is the policy of HL Staffing that temporary/contract team members have no fixed term of employment and are employed at the will of HL Staffing for an indefinite period.

Temporary/contract team members are employed at the will of HL Staffing and are subject to termination at any time, without cause or prior notice. Conversely, Temporary/contract team members may terminate their employment at any time and for any reason.

- HL Staffing policies and practices are not intended to create any contract of employment for any indefinite time.
- HL Staffing representatives are not authorized or permitted to make any agreements with temporary/contract team members, oral or written, which change the employment-at-will relationship.
- No statements made during pre-employment interviews or during recruiting will alter the employment-at-will relationship
- HL Staffing policies and practices do not imply that termination will occur specifically for “just cause.”
- Completion of a probationary or introductory period by a temporary/contract employee does not alter the employment-at-will relationship and does not restrict the rights of HL Staffing to terminate a temporary/contract team members or change the terms or conditions of employment.
- HL Staffing’s policy of at-will employment with respect to any individual may only be modified if it is in writing, signed by both the Owner of HL Staffing and the individual.

Non-Solicitation Policy

During the term of the temporary or contract team member work agreement or after its completion, for any reason whatsoever, the Temporary or Contract Employee will not solicit customers or clients of HL Staffing for full or part-time positions or for any work included in this agreement. Please see Non-Solicitation Clause in the Work Expectations Section of this handbook.

Pay and Hours

Work Week

The standard work week is Sunday through Saturday. Various factors, such as workloads, operational efficiency, staffing needs and client schedules, may require variations in the employee's starting and quitting times. Your supervisor will give the beginning and ending of your standard workweek to you. Punctual and consistent attendance is a condition of employment.

Work Hours

An independent or private contractor employee is an individual who is hired either part-time (works less than 30 hours per week) or full-time (works 30 or more hours per week) for a specified, limited period. Please know that HL Staffing reserves the right to establish distinct work week (s) and work hours for different temporary/contractors as considered necessary depending on the clients' needs.

Timekeeping for Pay Day

You are to report to work no earlier than five minutes before your work schedule begins and leave no later than five minutes after it ends. Employees shall record all time worked, including time worked over their normal schedule, on the timecard at the time it actually occurs. You are responsible for making sure your time is recorded accurately. If the timecard isn't accurately completed, there may be a delay in the processing of your paycheck. If you find any errors, contact your supervisor immediately. You must record your own time, never the time of another employee.

Taxes

Temporary and contract employees will receive Form 1099-NEC at the end of each calendar year by the federal deadline (Jan 31). Employees are responsible for filing their own tax returns and paying all applicable state and federal income taxes. There will be no tax deductions applied by HL Staffing.

Payday

HL Staffing's payday is dependent upon the pay cycle for each employee. Employees are paid on a weekly basis. Our customary payday is Tuesday.

Absenteeism and Tardiness

Excessive tardiness and poor attendance disrupt the quality of personalized service to the clients and will not be tolerated. If you are going to be absent or late, you must report to your supervisor before this happens. If you fail to report to work for three consecutive scheduled working days without proper notification your supervisor will consider you to have "abandoned" your job and you will be subject to termination. Such job abandonment will be recognized as a voluntary quit.

Leaves of Absence

Vacation Leave

HL Staffing allows you to use all vacation benefits in a calendar year. Currently, HL Staffing allows for two separate 5-day leave periods for vacation. Vacation days are not to exceed 10 days per calendar year. Vacation leave is unpaid.

In order to be eligible for these benefits, you must qualify as a regular full-time or part-time employee, and you must complete the new hire trial period. *All HL Staffing temporary and private contractors are deemed employees of HL Staffing.*

Sick Leave

We realize that leaves of absence due to prolonged illness, accidents, or other compelling reasons are sometimes necessary. Although leaves of absence are uncommon, a leave of absence from work should be properly arranged through your supervisor. HL Staffing has a formal request form for this purpose. The term "leave of absence" means an approved absence from work without pay for a period of time in excess of five working days.

The granting of a leave of absence, especially an extended one, does not guarantee that there will be a position available to you after the end of your leave. Each case will be treated individually and upon your return, every effort will be made to give you the best available job for which you are qualified by experience, ability, and seniority. Employees returning from a leave necessitated by medical reasons may be required to provide a doctor's release. If you have any questions HL Staffing will be happy to provide you with information on how to request a leave.

It is the employee's responsibility to report to work at the end of an approved leave. Failure to do so may be considered a voluntary termination of employment.

Jury and Witness Duty

If you are required by law to appear in court as a witness, you may be able to take unpaid time off provided you arrange this with your supervisor in advance.

Voting Time

If you decide to vote, in most instances you can vote before or after working hours.

Military and the National Guard

As a member of the United States Military Reserve or National Guard, you may be required to take time off to meet annual minimum active training requirements. Contact your supervisor to determine how or if you will be paid for this time off.

Personal Information

HL Staffing maintains personnel records which are important to you. If information on your paycheck stub is not correct, or problems arise concerning your paycheck, please contact our office immediately. You should make sure that your records are always kept current. You are required to report changes in address, telephone number, emergency contact information, or banking information to HL Staffing. It is your responsibility to inform HL Staffing immediately of any such changes.

Conflict of Interest

You must give your supervisor or HL Staffing reasonable notice of any other job appointment that might interfere with your duties or assignments. HL Staffing interprets reasonable notice to mean no more than 24 hours after the fact.

Safety and Accident Prevention

Safety is a vital concern of HL Staffing. The ultimate responsibility for safety lies with you. We need your help promoting safety and the prevention of accidents by observing the following common-sense rules.



Learn your job and how to be safe in the workplace.



Learn the location of the fire alarm boxes, extinguishers, and your duties in case of fire.



Promptly report all unsafe or potentially hazardous conditions to your supervisor.



Promptly report any condition you perceive to be unsafe.

Accident/Incident Reporting

An accident or incident must be reported to your supervisor immediately. The employee must fill out and sign the **Employee Accident/Incident Report** immediately following the occurrence of the accident or incident, or as soon as the employee returns from treatment for any injury. All details pertaining to the accident or incident, must also be properly documented in the Daily Internal Log notes. When possible, *photographs* should always accompany any and all notes for the purposes of thorough and complete documentation. Please see **Work Environment** section for failure to comply with **Daily Internal Log** requirements.

Performance Reviews

Your supervisor will be observing your effectiveness in performing your work. These reviews are used to provide you with an opportunity to talk about the job and your personal goals. The first performance evaluation will be conducted at the three-month mark and then every 6 months thereafter. *Performance reviews do not necessarily result in merit increases.*



Resignation

If you find it necessary to resign, you are requested to give advance notice in writing to your supervisor indicating the last day that you will be working. A two-week notice is appreciated. If you resign without notice, you may forfeit your eligibility to be rehired.

Confidentiality

It is prohibited to discuss your pay or salary information with another employee. This includes but is not limited to hourly wages, salary, bonuses, pay increases, allowances, mileage reimbursement, travel reimbursement, etc. Disciplinary measures up to and including termination can result from discussion of pay information.

BENEFIT INFORMATION

HL Staffing is committed to a rewarding and direct relationship with its employees.

HL Staffing is committed:

- (a) To provide equal employment opportunities.
- (b) To promote a pay for performance culture.
- (c) To establish reasonable hours of work based on HL Staffing productivity and service needs.
- (d) To comply with all applicable federal, state, and local laws and regulations concerning its employees.
- (e) To offer training and career growth opportunities for all employees.
- (f) To maintain open communication between contractors and management.
- (g) Allowing independent contractors 10 business days of UNPAID vacation leave.

Please be advised that by law temporary and contracted employees are not eligible for any type of benefits (including but not limited to paid vacation, holiday pay, sick time, health insurance, bereavement, or any type of retirement benefits).

GENERAL POLICIES

Appearance

It is the policy of HL Staffing that each temporary/contract employee's dress, grooming, and personal hygiene should always be appropriate to the work situation to better service clients.

Temporary/contract employees are always expected to present a neat appearance. It is not recommended that jewelry such as rings, necklaces, earrings, etc. be worn; such items increase the potential for injuries. HL Staffing will not be responsible for damage sustained to jewelry and related apparel during employment.

PAS may wear any color scrubs as long as they are in good condition, wrinkle free, no stains, no fading, and clean. When specified by supervisor, I.D. badges are to be worn at all times while on duty. Clean rubber sole shoes; no sandals. Long hair should be neatly pulled back to avoid contact with the client. At its discretion, HL Staffing may allow employees to dress in a more casual fashion than is normally required. On such occasions, employees are still expected to present a neat appearance.

Courtesy

Courtesy and your attitude toward the people you come in contact with will influence the image people have of HL Staffing – either positively or negatively. Develop an attitude of helpfulness toward your clients, fellow workers, and supervisors. Courtesy is the key to good human relations.

Equipment, Medical Supplies, or Uniforms on Loan

You are responsible for safekeeping of ANY equipment, medical supplies or uniforms that are furnished to you. Any damage or failure of this equipment is to be reported to your supervisor immediately. Equipment or supplies are to be used for clients of HL Staffing. HL Staffing is not responsible for loss or damage to your personal property. Valuable personal items such as purses or messenger bags and all other valuables should not be left in areas where theft might occur.

Health Safety Protection

Our clients are primarily elderly and senior members of our community. It is essential that all employees take all reasonable precautions to avoid passing on any minor or major illness on to our clients. Periodic X-ray or laboratory tests may be required as a condition of employment. You will be informed by your supervisor of the required test(s).

In view of the COVID-19 Pandemic we are taking the following measures as of 07/01/2023 until further notice:

Screening, Assessment and Contact

Personal Care:

1. All employees will be pre-screened using the following questions before they come within 6 feet of the client:
 - a. Have you traveled internationally in the last 14 days to any country currently designated by the CDC as a high-risk location for COVID-19?
 - b. Have you had signs of a respiratory infection in the last 14 days such as a fever, cough and/or sore throat?
 - c. Has anyone you live with had signs of a respiratory infection in the last 14 days such as a fever, cough and/or sore throat?
 - d. Have you had contact with anyone who has been diagnosed with, or screened for COVID- 19?
 - e. Have you traveled to another state with widespread community transmission of COVID- 19 in the last 14 days?
 - f. Temperature will also be taken (must not have Fever (100.4°F/38°C or higher)
2. If an employee answers “yes” to any of the above questions he must be sent home,
3. The screener must notify their supervisor and fill out the necessary document (Covid-19 Incident Report).
4. Daily screening results will be retained in employee files

Employee Prevention

1. All Agency personnel will use standard infection control principles and techniques, including Universal Precautions and proper PPE methods.
 - a. Gloves are available to staff within each location.
 - b. Employees should ensure they have enough gloves on hand as necessary to prevent exposure to the blood or bodily fluids of the person served. If an employee does not have adequate gloves to safely provide necessary client care, they are to contact their supervisor immediately.
 - c. All staff are expected to wash their hands regularly, minimally before and after direct contact with another person and after any contact with blood or any bodily fluids.

- d. Employees are encouraged to stay home should they experience symptoms of any illness at any time.
- 2. Agency will maintain policy, guidance, and additional resources to educate our workforce on the most recent COVID-19 information available for Category of Service(s).
- 3. Agency will follow CMS recommended guidelines in screening employees and client/patients for symptoms of or exposure to COVID-19 (if applicable to service type).

Suspected or Actual Employee Exposure

- 1. Employees must immediately report any concerns regarding exposure to COVID-19 to a supervisor, whether the potential exposure has occurred through providing patient care, travel, assisting an ill traveler or other person, having contact with a person affected by community spread, or handling or cleaning an object that has been exposed to blood or bodily fluid of an individual who is suspected or confirmed to have COVID-19.
- 2. All employees calling out sick will be pre-screened and asked the following questions:
 - a. Have you traveled internationally in the last 14 days to any country currently designated by the CDC as a high-risk location for COVID-19?
 - b. Have you had signs of a respiratory infection in the last 14 days such as a fever, cough and/or sore throat?
 - c. Has anyone you live with had signs of a respiratory infection in the last 14 days such as a fever, cough and/or sore throat?
 - d. Have you had contact with anyone who has been diagnosed with, or screened for COVID- 19?
 - e. Have you traveled to another state with widespread community transmission of COVID- 19 in the last 14 days?

Employee Discrimination & Retaliation Prohibited

Discrimination or Retaliation against any employee for reporting concerns regarding potential COVID-19 exposure, for reporting any related workplace concerns, for reporting any violations of this Policy, or for taking a leave of absence under this Policy is strictly prohibited. Any employee who has a discrimination or retaliation concern should report to Administrator.

Phone Calls and Visitors

The use of business phones is limited to official HL Staffing business. *Local personal calls are to be kept to emergencies only.* Friends and relatives should be discouraged from calling your personal phone during working hours unless there is an emergency. Under no circumstance should you make or charge a long-distance call unless it is work-related and approved by your supervisor.

Good telephone etiquette is important when dealing with the public. Be courteous and confine the conversations to the subject at hand. The first representation that many people have with HL Staffing is through the telephone.

Personal visits by visitors (individuals not employed by HL Staffing) to work sites are not allowed.

Confidential Information

We follow federal HIPAA regulations regarding the confidential information of our clients.

“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”).¹ 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.

Required Disclosures. A covered entity must disclose protected health information in only two situations: (a) to individuals (or their personal representatives) specifically when they request access to, or an accounting of disclosures of, their protected health information; and (b) to HHS when it is undertaking a compliance investigation or review or enforcement action.” See <https://www.hhs.gov/hipaa/forprofessionals/privacy/laws-regulations/index.html>

Any employee who reads a client’s medical, dental or client’s file or who has access to sensitive customer records, and discusses any material with another person, except for assigned duty, may be subject to immediate dismissal. Information about other employees is also private.

Information given by a customer, client or a client may be privileged or confidential information. Such information is to be maintained with strict confidentiality. This may also be true for proprietary information within HL Staffing. You are encouraged to be careful in discussing with non-HL Staffing people any information about HL Staffing where you work.

Release of HL Staffing Information

In the course of employment with HL Staffing, employees may have access to confidential information regarding HL Staffing, its customers, clients, business, and/or vendors.

Though employees may not be aware that information is sensitive or is of value to others, it is the responsibility of all employees to **safeguard and maintain the confidentiality of all HL Staffing information.**

- Only authorized HL Staffing management personnel are permitted to give statements regarding HL Staffing to any member of the media including, without limitation, the press.
- If an employee receives a request for information from anyone who is not an employee or a supervisor or manager known to the employee, the employee is to contact his or her immediate supervisor or manager and report the request. No inquiries about HL Staffing are to be answered by unauthorized employees electronically, in writing, on the telephone, in person, or by any other means. Employees should be polite and exhibit professionalism but refer the questions to their supervisor or manager.
- Price information procedures, policies, and any other information regarding HL Staffing and its business is strictly confidential and proprietary and must not be shared with customers, competitors, vendors, their representatives, or other third parties. Discussing HL Staffing information in an indiscreet or careless manner, inside or outside HL Staffing, displays poor judgment and undermines the confidence HL Staffing has placed in its employees. **Please see the Non-Solicitation Clause found under Work Expectations and included in your Temporary or Independent Contractor Agreements.**
- Nothing in this policy should be construed to interfere with the right of appropriate law enforcement or government agencies to conduct investigations, or the cooperation of employees in investigations, within such agencies' authority. Upon request, HL Staffing will reasonably cooperate in investigations subject to HL Staffing's right to be represented by counsel in such circumstances. Employees who receive a subpoena or other form of compulsory process in their official capacity as an employee shall immediately notify their supervisor or manager.

Endorsements and Tips

Selling of merchandise or distribution of endorsement materials during working time is forbidden. You may not endorse or imply endorsement of a product or service by HL Staffing. You are not to solicit or accept tips or gratuities for any related service in the course of your work duties

Travel Authorization

If you are traveling on HL Staffing business, you must have authorization from your supervisor prior to making any travel arrangements. When using your personal vehicle on HL Staffing business you must have a valid driver's license and carry adequate insurance. HL Staffing is not responsible for damage to your car while on HL Staffing business. IF reimbursement for travel is possible, it will be discussed with you by your supervisor.

Smoking

It is the policy of HL Staffing to comply with all applicable federal, state, and local regulations regarding smoking and tobacco use in the workplace, and to provide a work environment that promotes productivity and employee well-being.

Smoking, including electronic and vapor cigarettes, is prohibited inside clients' homes, and in medical facilities. HL Staffing reserves the right to prohibit smoking on HL Staffing property at any time, or to designate any or all facilities as tobacco free. Additionally, HL Staffing will comply with any state or local ordinances that ban smoking in workplaces.

Violations of the smoking policy will result in disciplinary action, up to and including termination.

Food and Drink

You are requested to plan to bring your lunch and/or snacks and beverages to the worksite. You are not to leave a worksite for the purposes of securing a meal. Please address any questions to your supervisor.

Dishonesty

HL Staffing considers thefts or dishonesty a serious offense. If you take HL Staffing property or merchandise, it is stealing, and stealing in any form will not be tolerated.

YOUR WORK ENVIRONMENT

HL Staffing 's Rules and Expectations

You are expected to demonstrate good judgment, ethical personal behavior, and common sense. If your conduct as an employee comes into question, HL Staffing will try to resolve the matter fairly. A few of the actions that may require discipline are listed below and may result in disciplinary actions up to and including termination. The rules are not intended to limit the proper rights of anyone. They are intended to protect the rights of everyone.

- **Employees are expected to be at work and ready to work at the established starting time and are expected to remain at these positions and perform their assignments until the end of their shift.**
- You are not to conduct personal business during working hours. While addressing a quick personal matter via telephone is okay, personal business should not take you away from the focus of your assignment. This includes telephone and social media use, and in-person visits. *You should not receive any visitors at your assignment location.*
- Certain protective equipment, when provided by the supervisor, must be properly utilized as directed. You will be responsible for all property that has been placed in your custody.
- You must report all injuries or accidents to your supervisor at once. To properly document an incident, 1. please write detailed notes about the event, and 2. When possible, please further document the incident by taking photographs that help to communicate what happened.
- You shall not neglect your job duties or responsibilities. You must perform all assigned duties and fulfill your responsibilities to HL Staffing.
- You must be available for work as scheduled.
- **You must be physically and mentally capable of performing your work assignment.**

Prohibited Conduct

- Bringing firearms, weapons or ammunition of any kind, intoxicating liquors or illegal drugs, inhalants, drug paraphernalia or chemicals into the office or onto the premises of work or clients' home.
- Being on the job while under the influence of alcohol, drugs, inhalants, or intoxicants of any type.
- Falsifying information or client forms, reports, records, including personal absence, sickness, timecards, and production records.
- Falsely stating or making claims of injury.
- Removing or using, without authority, property, records or other materials of HL Staffing or other persons.
- Fighting or threatening, intimidating, or coercing any client, colleague, or supervisor.
- Damaging or destroying property or wasting of materials.
- Sleeping while on duty. NIGHT SHIFT ONLY: please see your supervisor for more information.
- Refusing to follow supervisor's directions or instructions or other insubordinate conduct.
- Violating safety or health rules or practices or engaging in conduct which creates a safety hazard.
- Engaging in unlawful or improper conduct off the work premises or during non-working hours which affects an employee's relationship to work, fellow employees, supervisors or HL Staffing products, property, reputation, or goodwill in the community.
- Leaving work before the end of the shift without the authorization of your supervisor.
- Using HL Staffing facilities and time for personal business, or unauthorized possession or use of HL Staffing keys.
- Soliciting or accepting tips from clients or clients' visitors.
- Smoking in client homes, or other restricted, posted no smoking areas.

✦ The foregoing rules are not intended to be inclusive of the required discipline, proper standard of conduct or obligations which employees must observe at all times.

Non-Solicitation Clause

During the term of the temporary or contract employee's work agreement or after its completion, for any reason whatsoever, the Temporary or Contract Employee will not solicit customers or clients of HL Staffing for full or part-time positions or for any work included in this agreement.

By agreeing to this covenant, the Contractor acknowledges that their contributions to HL Staffing are unique to the employee's success and that they have significant access to HL Staffing's trade secrets and other confidential or proprietary information regarding HL Staffing Clients.

The Temporary or Contract Employee should not at any time solicit or induce, on their own behalf or on behalf of any other person or entity, any client or employee of HL Staffing to leave the employ or reduce its business with HL Staffing or any of its affiliates.

The Temporary or Contract Employee will enter into a Nondisclosure Agreement as well as a Non-Solicitation Clause during the term of employment and for the following 24 months thereafter.

Addressing Grievances or Ethical Concerns

If you have a work-related problem, it should first be discussed with your supervisor so that it can be resolved quickly. If the problem is not solved, you are to contact HL Staffing office for assistance. At this time, you may file a written complaint within (7) calendar days in accordance with the following procedures. (If you are dismissed, you have fourteen (14) calendar days to file a written complaint.)

The details of the problem are to be outlined in writing and submitted within (7) days to HL Staffing. Your supervisor at work will provide a written response within (7) calendar days.

If this has not resulted in a satisfactory solution within fourteen (14) calendar days a meeting will be established with you, your supervisor, and the Human Resource Director or Owner of HL Staffing to review the matter.

Cultural / Belief Issues

This agency welcomes caring for individuals of all cultures and backgrounds but realizes that sometimes staff and client cultural differences may present a problem. Staff is encouraged to discuss with their supervisor any cultural/belief issues they believe may interfere with caring for a client. If a problem is perceived the supervisor will attempt to change the staffing assignment.

Reporting Abuse

- If you suspect abuse, neglect, exploitation, or family violence of a client, contact your supervisor right away, stating clearly that you are reporting a suspected case of abuse, neglect, or exploitation, and reporting at least the following:
 - , age and address of client
 - and address of responsible person
 - The client's condition
 - The basis of your knowledge
 - Any other relevant information



DRUG AND ALCOHOL POLICY

Purpose

to provide a controlled substance, drug and alcohol-free workplace for the safety of all employees (temporary, privately contracted, or otherwise) and customers. In order to further this objective, the following rules governing alcohol and illegal drugs and inhalants in the workplace have been established.

Policy

- The illegal manufacture, distribution, dispensing, possession, sale, purchase, receipt or transmittal of controlled substances, or an attempt to any of the foregoing, while on HL Staffing or HL Staffing's property or on HL Staffing related business is prohibited.
- Being under the influence of alcohol or other illegal or intoxicating drugs or inhalants while on HL Staffing property or on HL Staffing related business is prohibited.
- The unauthorized use or possession of prescription drugs or nonprescription over-the-counter drugs on HL Staffing property or HL Staffing related business is prohibited.
- Employees who violate this policy will be subject to appropriate disciplinary actions, including termination.
- This policy applies to all employees of HL Staffing regardless of rank or position and includes temporary and part-time employees.

Testing

When required by a client or HL Staffing pursuant to the client's drug testing policy. Such testing is not considered a HL Staffing drug test and may be subject to the client's rules regarding drug tests.

Voluntary. In all instances, testing will be performed only with the applicant or employee's knowledge and consent. Refusal to submit to requested testing, however, may result in disciplinary action including termination of employment.

Positive Test Results

Confidentiality

HL Staffing shall make all reasonable attempts to keep the results of a positive drug test confidential. Such results shall be released to HL Staffing personnel only on a need-to-know basis.

Disciplinary Action

Employees suspected of violating any of the policies contained herein may be suspended or removed from the workplace pending a complete investigation. Employees testing positive for drugs, alcohol, inhalants, or other controlled substances will be subject to immediate discharge.

Exception

An employee who possesses or uses a drug authorized by a licensed physician or medical practitioner through a prescription, specifically for the employee’s use while on the job, and whose faculties are not noticeably impaired by the use of such drug, will not be considered to have violated this policy.

Conviction Under Criminal Drug Status

Every employee, as a condition of continued employment, is required to immediately notify HL Staffing if they are convicted under a federal or state criminal drug statute, whether the act giving rise to such conviction occurred on or off HL Staffing premises.

Coordination With Law Enforcement Agencies

The sale, use, purchase, transfer or possession of an illegal drug or drug paraphernalia is a violation of the law. HL Staffing will report information concerning possession, distribution, or use of illegal drugs to law enforcement officials and will turn over to the custody of law enforcement officials any such substances found during a search of an individual or property. HL Staffing will cooperate fully in the prosecution and or conviction of any violation of the law.

Informed Consent and Release of Liability

I authorize HL Staffing or “HL Staffing LLC” to obtain a specimen of my urine for chemical analysis. I understand that this analysis is to determine or exclude the presence of alcohol, drugs, or other substances, in accordance with the Substance Abuse and drug Testing Policy of HL Staffing. I understand that decisions regarding my continued employment may be made as a result of this analysis. I hereby consent to this test and release HL Staffing from any liability for decisions resulting from this test.

X

Employee Signature

Date

Printed

VEHICLE SAFETY POLICY

To promote the safety and welfare of temporary/contract employees, clients, and their property. The definition of “vehicle” in this policy includes: (a) any HL Staffing-owned, leased vehicle at any time, (b) any vehicle rented for business purposes, (c) any personal (client’s) vehicle while used for business purposes, (d) any vehicle on HL Staffing property or work sites. All temporary/contract employees and passengers must always wear seatbelts. Any unsafe, unlawful, or discourteous driving practice is prohibited, and will result in disciplinary action, up to and including termination. The use of any electronic device, including but not limited to mobile or smart phone, tablet, laptop, etc. that could distract an employee while operating a vehicle is prohibited. The use of a headset or other technology that permits hands-free operation of a cell phone is permissible if allowed by local and state law. Temporary/contract employees are prohibited from operating a vehicle when any physical or mental impairment causes the employee to be unable to drive safely. This prohibition includes illness, prescription and over-the-counter medications, alcohol, and illegal substances.

PHOTOGRAPH / VIDEO SURVEILLANCE POLICY

To promote the safety and welfare of temporary/contract employees, clients, and their property, HL Staffing LLC may conduct video surveillance of any portion of clients’ premises at any time. Video cameras could be positioned in appropriate places within the clients’ homes (living areas).

Video surveillance footage may be used internally for any legitimate, business-related purpose, such as employee relations, internal announcements and publications, training, safety, security, and theft protection. This policy will be conducted in compliance with all applicable laws and to the extent any applicable law expressly conflicts with this policy; applicable law will control.

HL Staffing LLC may also obtain photographs of temporary/contract employees both in work areas and at HL Staffing sponsored events for legitimate, business-related purposes, including training, safety, security, theft protection, employee relations, improving business operations, HL Staffing announcements, internal publications, HL Staffing website, as well as educational, advertising, marketing and promotional materials related thereto.

Temporary/independent/contract employees should have no expectation of privacy with respect to communications made using HL Staffing property or systems. Nothing in this policy is intended to interfere with an employee’s rights under the NLRA (National Labor Relations Act).



CONDITIONS OF EMPLOYMENT

is duly incorporated to provide employment contract services to clients. The following conditions of employment exist between HL Staffing and the employee mentioned below.

1. Employee acknowledges and understands that HL Staffing will be responsible for payroll and timely payment of all applicable employer and employee statutory employment.
2. It is understood that employment is at the mutual consent of the employee and the employer. Consequently, both employee and/or employer may terminate this employment relationship at any time, with or without cause or notice. Employment is expressly at will.
3. As an employer HL Staffing agrees to enter an employer relationship with the employee as outlined in the Employee Handbook, which the employee has received a copy.

This agreement embodies the entire employment agreement and understanding between HL Staffing as the employer, and the Employee, and there are no representations, warranties, terms, covenants, or conditions made by either of the parties except as herein expressly contained.

Employment Summary Signature Area

X

Employee Signature

Date

Printed

Hire Date



CONFIDENTIALITY AGREEMENT

It is the responsibility of all Healthcare workforce members, including employees, medical staff, and office staff to preserve and protect confidential client, employee, and business information.

The Federal Health Insurance Portability Accountability Act (the "Privacy Rule"), govern the release of client identifiable information by personal assistance agencies and other health care providers. These laws establish protections to preserve the confidentiality of various medical and personal information and specify that such information may not be disclosed except as authorized by law or the client or individual.

Confidential Client Care Information

Confidential Client Care Information Includes any individually identifiable information in possession or derived from a provider of health care regarding a client's medical history, mental, or physical condition or treatment, as well as the clients and/or their family members records, test results, conversations, research records and financial information. (Note: this information is defined in the Privacy Rule as "protected health information.") Examples include, but are not limited to:

- Physical medical and psychiatric records; including paper, photo, video, diagnostic and therapeutic reports, lab and pathology samples
- Client insurance and billing records
- Computer and department-based client data
- Visual observation of clients receiving care or services
- Verbal information given by or about a client

Confidential Employee and Business Information

Confidential Employee and Business Information includes, but is not limited to, the following

- Employee's home phone number and addresses of spouse or other relatives
- Social Security number, income tax records
- Performance evaluation details
- Information from Agency records that would violate privacy if disclosed
- Confidential business info causing harm to HL Staffing if disclosed

I understand and acknowledge that:

1. I will respect and maintain the confidentiality of all discussions, client records, and info related to client care, risk management, and peer review activities.
2. It is my legal and ethical responsibility to protect privacy, confidentiality, and security of all medical records, proprietary info and other confidential information pertaining to HL Staffing, including business, employment, and medical info of our clients, members, employees, and healthcare providers.
3. I will only access or disseminate client care information while performing my duties, when required or permitted by law, and in a way consistent with officially adopted policies of HL Staffing, or with express approval of my supervisor when no policy exists.
4. HL Staffing performs audits and reviews client records for inappropriate access.
5. IF accessing electronic records, my User ID is recorded; only I am authorized to use my user ID, accessing the minimum necessary information for my job role.
6. I agree to discuss confidential information only for job-related purposes, not discussing such info outside of the workplace or within hearing of people not involved.
7. I understand that unauthorized release of confidential information, including any references to HIV testing, can subject me to legal and/or disciplinary action.
8. My obligation to protect client confidentiality continues after my employment with HL Staffing ends.

I hereby acknowledge that I have read and understand the foregoing information and that my signature below signifies my agreement to comply with the above terms. In the event of a breach or threatened breach of the Confidentiality Agreement, I acknowledge that HL Staffing may, as applicable and as it deems appropriate, pursue disciplinary action up to and including my termination from HL Staffing.

X

Employee Signature

Date

Printed, Title

Department



INDEPENDENT / PRIVATE CONTRACTOR EMPLOYEE HANDBOOK AGREEMENT

___I acknowledge receipt of this temporary/contractor employee Handbook (herein referred to as "Handbook").

___I am responsible for reading, understanding, and always complying with its contents, as well as keeping it updated, and that I have been given an opportunity to do so and ask any questions about it.

___I acknowledge that my failure to adhere to the policies and expectations in the Handbook may result in disciplinary action, up to and including termination.

___I realize that this Handbook is not all-inclusive, and that any activity which is detrimental to HL Staffing, its employees, or its properties, is considered a violation of HL Staffing policy, and may also result in disciplinary action, up to and including termination.

___I further recognize that this Handbook replaces and supersedes all previous employee Handbooks or Manuals I have received during my employment at HL Staffing.

___I understand that my employment with HL Staffing is at-will. HL Staffing may terminate my employment at any time, without cause or prior notice.

___I further understand that no oral statements or representations can modify HL Staffing's policy of at-will employment. HL Staffing's policy of at-will employment as it pertains to me may only be modified in writing signed by both me and the Owner of HL Staffing.

___I understand that this Handbook does not create a contract with HL Staffing for any purpose, and that the provisions of this Handbook may be modified or eliminated at any time, without prior notice.

___I acknowledge that by not enforcing any particular provision(s) of this Handbook, HL Staffing does not waive its right to enforce these same provision(s) later with respect to me or any other temporary/contract employees.

___I understand that to promote the safety and welfare of temporary/contract employees and HL Staffing visitors, as well as the security of its clients, and HL Staffing property, HL Staffing LLC may conduct video surveillance in client’s premises at any time.

___I hereby give my consent to such video surveillance at any time HL Staffing may choose consistent with the Video Surveillance Policy. I further consent to HL Staffing’s internal use of video surveillance footage consistent with its Video Surveillance Policy, including the use of my likeness.

___I waive any rights that I may have to inspect and/or approve the use of any video surveillance footage as provided in the Photograph and Video Surveillance Policy, or the use to which it may be applied at this time or in the future, and all residual rights and claims that might arise because of the use of such footage, including my likeness, at this time or in the future as permitted by local, state, and/or federal law.

___By my signature below, I hereby release HL Staffing LLC, its officers, temporary/contract employees, and agents from all liability associated with the enforcement of the Video Surveillance Policy and/or any surveillance undertaken pursuant to this policy.

___I understand that any of the Management team of HL Staffing LLC are available to answer any questions I have regarding the code of conduct adopted by HL Staffing in the handbook. I understand that, from time to time, the information included in this handbook may change and HL Staffing will share those changes with me when that happens. I know that I may view or copy any or all of HL Staffing’s policy and procedure manual for review or retention.

By my signature below, I acknowledge that I will comply with the Code if I am an officer, director, manager, or temporary/contract employee of HL Staffing.

Finally, I also agree to adhere to all local, state, and federal procedures regulated as precedent for the personal care industry for compliance in providing care to Healthy Living clients as designated.

X

Employee Signature

Date

Printed

X

Administrator Signature

Date

INFECTION CONTROL

Acknowledgement of the Review of the Exposure Control Plan

I have read the Bloodborne Pathogens Policy. I understand and agree to comply with all provisions of the policy.

X

Employee Signature

Date

Printed

Hepatitis B Declination Statement

The following statement of declination of hepatitis B vaccination must be signed by an employee who chooses **not to accept** the vaccine. The statement can only be signed by the employee following appropriate training regarding hepatitis B, hepatitis B vaccination, the efficacy, safety, method of administration, and benefits of vaccination, and that the vaccine and vaccination are provided free of charge to the employee. The statement is not a waiver; employees can request and receive the hepatitis B vaccination at a later date if they remain occupationally at risk for hepatitis B.

Declination Statement

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to me; however, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine I continue to be at risk of acquiring hepatitis B, a serious disease. If, in the future, I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

X

Employee Signature

Date

Printed

Team Member ACKNOWLEDGEMENT OF HANDBOOK

This guide cannot anticipate every situation about your employment. HL Staffing will do its best to recognize all rights and privileges extended in this handbook - unless doing so would harm our clients or expose HL Staffing to legal liability or financial loss. HL Staffing may need to supplement, modify, or eliminate one or more benefits, work rules, or guidelines described in this Handbook. HL Staffing reserves the right to exercise its discretion to unilaterally make deletions from or additions to this Handbook. HL Staffing must authorize all such changes in writing. Each employee's continued employment constitutes acceptance of such changes.

I acknowledge receipt of HL Staffing Employee Handbook. In consideration of my employment, I agree to read and abide by the rules and the policies of this handbook. Since the information, policies, and benefits described in this booklet may be subject to change, I understand and agree that any such change can be made unilaterally by HL Staffing in its sole and absolute discretion, and that material changes will be made known to employees through the usual methods of communication within a reasonable period of time.

X _____
Signature

Date

Printed

