

# **Employee Handbook**



**NC Alliance of Public Health Agencies, Inc.  
(NCAPHA)**

**The North Carolina Alliance of Public Health Agencies, Inc.**

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## **SECTION I – INTRODUCTION & WELCOME**

### **Welcome**

The North Carolina Alliance of Public Health Agencies, Inc. enables state and local public health partners to implement innovative strategies to achieve their goals. Originally formed in 1995 to serve county-owned home health agencies, the Alliance expanded its membership base to include health departments in 1998. Alliance membership is open to all health departments and county-owned home health agencies in North Carolina.

This Employee Handbook is designed to help acquaint you with our company policies and procedures. Please keep this handbook, as it will provide a valuable resource reference in the future. We are excited to have you as a part of the NC Alliance of Public Health Agencies team and we wish you much success!

### **Introduction**

This Employee Handbook outlines policies applicable to your employment with the NC Alliance of Public Health Agencies. It is intended as a guide to achieve consistent treatment of employees in recurring situations. It is not intended to constitute an employment contract and the Alliance reserves the right to amend, add to, repeal or deviate from any or all of the policies and benefits described or referred to in this Handbook whenever the Alliance, acting through its Board of Directors, believes it is necessary or desirable to do so.

The Alliance Staffing Agency will follow all policies set forth in the General Statutes of North Carolina, Chapter 131E (Health Care Facilities and Services), Article 6 (Health Care Facility Licensure Act), Part E of the Nursing Pool Licensure Act. In addition, it is the expectation of the Alliance that every employee will follow all local, state and federal laws at all times while performing their duties on the Alliance's behalf. This includes complying with all state and federal regulations. If at any time an employee is found to be in violation of a local, state or federal law while working on behalf of the Alliance, the Alliance will determine appropriate disciplinary action up to and including immediate termination.

**Disclaimer:** This handbook contains policies and procedures for both clinic-based and home-based Alliance staff. This handbook is meant to be used as a guide for employees. However, all Alliance employees are required to be aware of and follow any agency policies when performing work on the behalf of the contracted agency if the contracted agency has a policy that is more stringent than a policy in this handbook, the Alliance employee shall follow the stricter policy (i.e. county health department or county home health agency). For example, Alliance employees would follow agency policies pertaining to alcohol and drug testing following an accident. Similarly, Alliance employees would follow agency policies and procedures with respect to agency issued identification badges.

## **Vision – Our Dream for Tomorrow**

To stand out in the Public Health industry as an elite source for resolving staffing dilemmas through the Alliance's staffing agency, providing solutions for cost-effective purchasing through Group Purchasing Organizations (GPOs), and offering home health care publication subscriptions at discounted rates.

## **Mission – Our Purpose for Existing**

The NC Alliance of Public Health Agencies, Inc. (NCAPHA) enables state and local public health partners to implement innovative strategies to achieve their goals.

## **Values (As an Organization and as Individuals)**

We operate with integrity, fiscal responsibility and respect in all of the services that we provide and the people with whom we work.

### ***Through:***

- ***Our Focus*** - by broadening our activities eventually to include a stronger collaboration among North Carolina Public Health Association (NCPHA) and its affiliates, The North Carolina Association of Local Health Directors (NCALHD), and The North Carolina Association of Boards of Health (ANCBH) and ensuring that everything we do has a direct focus on services which will enhance public health services in North Carolina.
- ***Our Mandate*** - by pursuing activities that are in keeping with our mission as an organization dedicated to developing and implementing best business practices for local health departments through the staffing agency and by developing stakeholder relationships.
- ***Our On-going Commitment to Meeting Public Health Agency Needs*** - by being entrepreneurs in developing innovative approaches to addressing public health issues. Treating every person with whom we interact with courtesy, respect, and open communication. Demonstrating professionalism in all work. Working with everyone regardless of gender, age, race, religion or national origin.
- ***Our Approach*** - by encouraging the involvement of other leading organizations in supporting and benefiting from our endeavors. Creating opportunities internally for integration and cross-functional cooperating and support. Basing every activity we undertake on strategic considerations that support our mission, vision and values.
- ***Our Stewardship of Resources*** - by effectively and economically managing the resources entrusted to and leveraged by us. Continually assuring that benefits of any activity are in keeping with the human and financial costs of operations. Seeking ways of leveraging every activity to support additional goals included in our plans. Using volunteer resources whenever and wherever possible to supplement paid staff and contracted resources. Conforming to the highest standards of accountability, governance, safety and licensing. Avoiding at all costs the practice of deficit budgeting.
- ***Nurturing and Developing Our Human Resources*** - by cooperating with each other and becoming interdependent and mutually supportive. Making honesty and integrity non-negotiables for all board, staff and volunteers. Building on our commitment to

ensure administrative and staffing agency employees are qualified, competent and ethical in all aspects of their jobs.

- ***A Pursuit of Excellence in All We Do*** - by engaging in constant information exchange, the sharing of “best practices,” and unwavering compliance to all applicable rules and regulations. Striving for excellence in all services, programs and activities. An unwillingness to accept mediocrity.
- ***Our Innovative Agenda*** – by encouraging innovative approaches to public health issues and service delivery.

### **Applicability**

The policies and benefits contained or referred to in this Handbook apply to employees of the Alliance. They do not apply to office and support employees of the Alliance when referencing direct patient care.

As used in the policies contained or referred to in this Handbook, unless the context indicates otherwise, the words “employee” or “employees” mean the employees to which these policies apply.

### ***Patient Care***

The staffing agency provides direct care personnel by a contractual or written agreement to other agencies. The Alliance’s contracted staff is expected to provide high quality care for any patient. Alliance employees are expected to follow the policies of the agency they are assigned to. It is expected that the employee will become familiar with the agency’s policies during their orientation with that contracted agency.

At no time will the employee accept responsibility for a procedure that he or she is not familiar with until he/she has been properly trained. No Alliance employee will exceed his or her scope of practice.

### ***Supervision***

Employees contracted to another agency will be supervised by the designated person from that agency.

## **SECTION II – HIRING & PLACEMENT**

### **Employment-at-Will**

Employment with the Alliance is by Mutual Agreement of the employees and the Alliance and can be terminated, at will, by either the Alliance or the employee at any time for any reason. No employee of the Alliance has an employment contract which is not terminable at the will of either the Alliance or the employee unless it is in writing, clearly stating that it is not terminable at will, and is signed by the President of the Board of Directors. No other officer, supervisor or manager of the Alliance has any authority from the Alliance to alter this policy.

Due to the nature of staffing agencies, employees of the Alliance are not guaranteed any particular number of hours of work per day or per week or a particular type of client.

## **American with Disabilities Act**

Any employee with a disability who requires reasonable accommodation is responsible for notifying the Administrative Director. Generally, disability refers to a physical or mental impairment that substantially limits one or more of the major life activities of an individual as defined by law. The Alliance will seek to reasonably accommodate qualified individuals with a known disability. A qualified person with a disability means an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position. An accommodation is any change in the way things are customarily done which will allow an employee with a disability to enjoy equal employment opportunities, i.e., restructuring jobs, modifying schedules, acquiring or modifying equipment, adjusting training materials, adjusting employment policies, etc. Generally, such reasonable accommodations will be made unless they create an undue hardship for the Alliance or the contracted Agency where the employee is working.

## **Equal Employment Opportunity**

### ***General***

The Alliance is, and has been from its inception, an equal opportunity employer. The Alliance will not discriminate against any employee or applicant on the actual or perceived basis of sex, race, color, ethnic background, religious belief, national origin, ancestry, citizenship status, age, marital status, pregnancy, sexual orientation, veteran status, physical or mental disability or history of disability or any other basis prohibited by law. The Alliance will comply with all applicable federal, state and local laws relating to employment as a matter of policy and practice. The Alliance's policy has always been to hire and to promote individuals solely on the basis of merit and their ability to perform, and to comply in this respect with all applicable laws. This policy of nondiscrimination is applicable throughout every aspect of the employment relationship, including recruitment, selection, placement, training, compensation, promotion, transfer and termination.

If you believe you have been unlawfully discriminated against, immediately inform the Administrative Director. If you believe the Administrative Director is the source of the unlawful discrimination or if the activity continues, contact the Executive Director. Your complaint will be investigated and any problems will be resolved to the greatest extent possible.

### ***Responsibility to Report and Investigate***

If, at any time, an employee believes that an employment-related decision is adversely affecting the employee, and he or she can objectively attribute this to discrimination because of sex, race, color, ethnic background, religious belief, national origin, ancestry, citizenship status, age, marital status, pregnancy, sexual orientation, veteran status, physical or mental disability or history of disability, or any other basis prohibited by law, or if an employee objectively believes that an employee is being harassed because of the foregoing, it is the employee's duty (both to himself/herself and to the Alliance) to immediately report the employee's concern to the Administrative Director.

It is the responsibility of the Administrative Director to investigate any claim of discrimination. Confidentiality will be maintained to the fullest extent permitted by the circumstances. In determining whether the alleged conduct or employment decision was discriminatory, the totality of the circumstances, the nature of the claimed discriminatory conduct, and the context in which it is claimed to have occurred will be investigated. The claim will then be dealt with as deemed appropriate by the Administrative Director.

### *No Retaliation*

**The Alliance prohibits any form of retaliation against any employee for making a bona fide complaint under this policy, or for assisting in a complaint investigation.**

### **Hiring**

#### *General*

Employees are chosen based on the Alliance's evaluation of their qualifications, including skills, previous work experience, training and applicable licensure or certification, if any. Employees must be able to read, write, follow directions, have maturity, and the ability to deal effectively with demands of the job and pass any required examinations. Employees who perform health care visits in a patient's home must be able to drive their vehicle and must have a telephone number through which they can be reached. An Environmental Health Professional must be registered by the NC State Board of Sanitarian Examiners (RS Board) as a Registered Sanitarian or Registered Sanitarian Intern. The Alliance shall verify that the employee is registered with and is in good standing with the RS Board.

An application for employment must be fully completed by each applicant for employment. The application must be accompanied by a copy of the applicant's current licensure or certification, if required for the position for which the applicant is applying.

Upon hiring, the following items will occur:

- Have reference checks completed.
- Pre-employment drug screening.
- Complete I-9 form with appropriate documentation for personnel records.
- Have a valid driver's license and proof of motor vehicle insurance, or documentation of reliable transportation as defined by job duties. (If moving from another state, a North Carolina license must be obtained in accordance with North Carolina General Statutes.)
- Employees agree to immediately report any communicable disease, which they may have to the Administrative Director.
- All personnel must have satisfactorily begun required criminal background proceedings as defined by Alliance policies.
- Attend an employee orientation program and sign appropriate forms acknowledging that policies of the Alliance have been read and understood.
- Complete appropriate paperwork:

- ✓ W-4
- ✓ NC-4
- ✓ Job Description/ADA read and signed
- Show proof of the following:
  - ✓ MMR – 2 Vaccines or Proof of Positive Titer
  - ✓ Hepatitis B – Begun Series, Completed Series or Completed Declination Form.
  - ✓ PPD on hire and according to CDC requirements.
- Have current CPR certification where required by contracting agency.

### ***Employment of Relatives***

The Alliance permits the employment of qualified relatives of employees, as long as there is no direct reporting or supervisory management relationship created by such employment. For purposes of this policy, “relative” is a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, or corresponding in-law or “step” relation. The Alliance will determine the placement of related employees in accordance with the following guidelines:

- Individuals who are related by blood, family or marriage are permitted to work at the same contracted agency, provided no direct reporting or supervisory management relationship exists.
- In addition, the Alliance recognizes that at times, employees and their “close friends,” “domestic partners,” or “significant others” may be assigned to positions that create a supervisor-subordinate relationship. The Alliance reserves the right to review, at any time, the placement of employees in these situations in order to determine whether an inappropriate reporting relationship has been created and to take appropriate steps to correct it.

This policy applies to all categories of employment in the Alliance.

### **Drug Screening; Background Checks**

All personnel are required to pass a pre-employment drug screening prior to hiring. In addition, all personnel must have satisfactorily begun required criminal background proceedings as defined by Alliance policies. In addition, all personnel who perform home visits will be required to have a criminal background check. All personnel who have resided in North Carolina for less than five years are required by law to have a federal criminal background check. All personnel who have resided in North Carolina for a period of five consecutive years or longer will be required to have a state background check. In cases where a federal criminal background check is required, the contracted agency shall submit the information on behalf of the Alliance. The contracted agency will bill the Alliance for the cost of the criminal background check.

## **Orientation**

### ***General***

All employees shall upon hire and annually be oriented to the following list. This list is not deemed to be all-inclusive.

- Bloodborne Pathogens
- Safety and Infection Control
- Back Mechanics
- Fire Safety
- Hazardous Communication
- Personnel Policies
- Job Responsibilities
- Dress Code
- Organizational Chart
- Time Keeping Procedures
- Confidentiality

## **Environmental Health Specialists**

### ***General***

All environmental health specialists employed by the Alliance will have been delegated authority to enforce the rules of the Commission of Health Services and Chapter 130A of the General Statutes by the Division of Environmental Health within the past three (3) years in each area in which the employee will be providing services. All environmental health employees shall be required to follow all requirements outlined in the "Authorization Manual" as posted on the DEH website (<http://www.deh.enr.state.nc.us/oet/forms>).

The employee shall be responsible for meeting the continuing education requirements for registration with the RS Board at the employee's expense.

The employee shall agree that the original public records shall remain in the local health department for which the work is performed. The employee shall leave the public records at the local health department or with an individual employed by the local health department who shall be responsible for returning said records to the local health department within two business days of the service provided. The employee will be available for consultation to the public being served during usual business hours. The employee will at times be available via telephone and facsimile machine. The employee shall be available for any hearing or other legal proceeding that may ensue from activities conducted by her/him.

Alliance employees shall maintain a list of each activity and the date performed for review. The employee shall take all reasonable and appropriate care of any equipment, computers, supplies, etc. provided by the local health department and shall return such equipment to the local health department in good working condition upon completion of assignment.

## **SECTION III – BENEFITS**

## **Employee Benefits**

***Social Security:*** The Alliance contributes to Social Security for each employee, according to rates established by the federal government, to provide for retirement funds and other social security benefits.

***Medicare:*** The Alliance contributes to the Medicare program for each employee, according to rates established by the federal government, to provide for Medicare benefits.

***North Carolina Unemployment Compensation:*** The Alliance participates in the North Carolina unemployment compensation program for each employee to provide for unemployment benefits.

***Federal Unemployment:*** The Alliance participates in the federal unemployment compensation program (FUTA) for each employee to provide for unemployment benefits.

***Worker's Compensation:*** As an employee of the Alliance, you are provided Worker's Compensation insurance for medical/surgical costs associated with on-the-job injuries or job-related illnesses and for compensation consistent with legal requirements. Medical benefits cover charges for medical examinations and treatment, drugs, physician services and cost of hospitalization.

***Paid Time Off:*** As a staffing agency employee of the Alliance, you are eligible to receive paid time off benefits. For every 350 hours or visits performed, you are entitled to receive 8 hours or visits of paid time off. For employees with an hourly rate exceeding \$12.50, the maximum paid time off benefit is \$100.00 per eight hours. On call personnel time is not included in this policy. Vacation programs that are included in specific contracts for physicians and dentists are exempt from this policy.

Paid time off cannot be taken in advance, and at least four hours of paid time off must be taken at a time. The Agency supervisor must approve your paid time off request. You can carry forward a maximum of 40 hours/40 visits of paid time off that is available by December 31. Additional hours of banked paid time off will be forfeited if not used by the end of the calendar year.

The Alliance will pay out your accrued paid time off upon your discontinuance of employment provided you give the Alliance adequate notice of two weeks. Failing to provide adequate notice will be cause for forfeiture of accrued paid time off. If you are terminated by the Alliance for cause, you will forfeit your paid time off. Paid time off will only be paid in 8 hour increments.

## **Liability Insurance**

### ***Professional and General Liability***

Employees are included in the Alliance's professional liability and comprehensive general liability insurance coverage. Employees are covered only while performing within the scope of their employment by the Alliance.

### ***Automotive Liability***

As with other employees of the Alliance, field staff employees are not covered by automobile liability insurance coverage and, therefore, must look to their own automobile insurance for coverage of their personal liability in the event of an automobile accident.

While employed by the Alliance, an employee must have motor vehicle liability insurance in full force and effect at all times. Such insurance must be for at least the amounts necessary to register a motor vehicle in the state of North Carolina. Proof of such insurance must be given to the Alliance upon the request of management. Failure to maintain such insurance or to provide proof of such insurance upon request can result in disciplinary action.

### **Pay Period; Timekeeping; Charting and Billing Forms; Paychecks; Worker Classifications and Pay**

#### ***Pay Period***

The pay period of employees is semi-monthly. The first period of a month begins on the first (1<sup>st</sup>) calendar day of the month and ends on the 15<sup>th</sup> calendar day of the month. The second pay period of a month begins on the 16<sup>th</sup> calendar day of the month and ends on the last calendar day of the month.

#### ***Pay Day***

Employees are paid on the 10<sup>th</sup> and 25<sup>th</sup> day of the month for the preceding pay period. It is the policy of the Alliance not to grant any pay in advance of the regular scheduled payday as stated above.

#### ***Timekeeping, Charting and Billing Forms***

Each employee is responsible for documenting the hours/visits he or she has worked on the timekeeping forms provided by the Alliance/Agency. Timekeeping forms are due in the Alliance office by the third (3<sup>rd</sup>) day following the end of a pay period. Employees working for contracting agencies must have their time sheet signed by the designated management person in that agency prior to sending/faxing time sheet to the office for processing.

Completed timekeeping forms that are submitted after the deadline cannot be processed for the usual payday and will be included in on the next payroll. Failure to submit timekeeping, charting and billing forms on time also means the agency cannot bill the client/contracting agency in a timely manner. If you fail to submit timekeeping, charting and billing forms as required, it will be reflected in your personnel file and you will be subject to disciplinary action. Your failure to complete paperwork also may disqualify you from being rehired by the Alliance.

You will not receive pay for any time on an assignment after you have been asked to leave by the contracting agency or the Alliance.

#### ***Errors in Pay***

Any payroll questions, including perceived errors in your pay, should be discussed with the Administrative Director as soon as possible after receipt of your pay statement.

### ***Worker Classifications and Pay***

The following definitions are recognized by the Alliance:

#### ***Exempt –***

- Are not covered by the Fair Labor Standards Act (FLSA).
- Excluded from minimum wage, overtime regulations, and other right and protections.
- Must be paid a salary rather than an hourly wage.
- Typically executive, supervisory, professional, or outside sales positions.
- Expected to work the number of hours it takes to get the job and its respective tasks accomplished. This may mean 35-55 hours per week depending on the job.
- Compensation doesn't change based on hours worked.

#### ***Non-Exempt –***

- Are covered by the Fair Labor Standards Act (FLSA) rules and regulations.
- Paid at least minimum wage for each hour worked and given overtime pay not less than one and one-half times their hourly rate for any hours worked beyond 40 hours per week.

#### ***Both Exempt and Non-Exempt –***

- Have rights to collect unemployment benefits
- Have rights to a safe and healthful work environment, the right to equal employment opportunities and the rights provided under the Family & Medical Leave Act and Federal Child Labor Laws
- Have no difference in how employees are taxed. All pay is considered “earned income” and is taxed based upon the level of income (tax bracket).

#### ***Overtime Pay -***

- Pay at the rate of one and one-half time of regular pay for worked hours in excess of 40 hours in a workweek.

### **The Fair Labor Standards Act (FLSA)**

The Alliance recognizes and follows all rules and regulations as imposed by The Fair Labor Standards Act (FLSA) which establishes minimum wage, overtime pay, recordkeeping, and child labor standards affecting full-time and part-time workers in the private sector and in Federal, State, and local governments. Covered nonexempt workers are entitled to a minimum wage of not less than \$5.15 an hour. Overtime pay at a rate of not less than one and one-half times their regular rates of pay is required in excess of 40 hours worked in a workweek.

### **Worker's Compensation**

Pursuant to Workers' Compensation laws, the Alliance requires prompt reporting of any work-related injury, illness or accident. All work-related injuries, illnesses or accidents must be reported to your supervisor and the Administrative Director within 24 hours, regardless of the extent of the injury. Failure to notify the Administrative Director of a work-related injury, illness, or accident may result in denial by Workers' Compensation of costs incurred.

Alliance employees are instructed to treat the injury or emergency first. Notify the Agency Supervisor of the status of all work assigned as quickly as possible. Finally, report the illness or injury to the Administrative Director within 24 hours.

The Alliance provides Workers' Compensation coverage in accordance with applicable state laws. Subject to any restrictions imposed by applicable federal, state or local laws, and consistent with the policies applied to employees utilizing short term disability or long term disability leave, the following applies to the employee status and re-employment rights of employees who become unable to work for reasons covered by Workers' Compensation.

**The Alliance will evaluate the circumstances surrounding the injury for continued potential risks and initiate performance improvement activities as indicated.**

### **Family and Medical Leave Act (FMLA)**

In accordance with the Family and Medical Leave Act (FMLA) of 1993, the Alliance provides employees who meet the requirements of the Act a total of twelve (12) weeks of paid and/or unpaid leave in a year for a family or medical reason as specified in the Act.

### **Independent Contractor vs. Employee Status**

According to NC Labor Law the difference between independent contractor status and employee status lies in how the income earned is handled for tax purposes and whether relationship-governing laws apply.

#### ***Independent Contractors:***

- Self-employed and files income taxes quarterly.
- Pays the whole contribution to Social Security & Medicare taxes.
- Pays for his/her medical insurance.
- Wages are not subject to hourly regulations.
- Does not benefit from unemployment insurance.

#### ***Employees:***

- Paychecks are withheld for personal income tax.
- Social security and Medicare are deducted while the employer pays the remaining 50%.
- Employer provides Worker's Compensation insurance in case of work-related injuries.
- Employer contributes to the unemployment insurance system.
- Employer is in control of the means by which work is performed.

## **Uniformed Services Employment and Reemployment Rights Act (USERRA)**

The Alliance realizes the importance of the Military Reserve and the National Guard and the possible need for military leave of absence. The Alliance recognizes and will comply with guidelines set forth in the Uniformed Services Employment and Reemployment Rights Act (USERRA) which protects the right of veterans, reservists, National Guard members, and certain other members of the uniformed services to reclaim their civilian employment after being absent due to military service or training and prohibits an employer from denying any benefit of employment on the basis of an individual's membership, application for membership, performance of service, application for service, or obligation for service in the uniformed services.

## **SECTION IV – EMPLOYEE RELATIONS**

### **Unlawful Harassment Policy**

It is the established policy of the Alliance that harassment in any form, including sexual harassment, by and of its employees is unacceptable and will not be tolerated. It is the policy of the Alliance to provide a working environment that is free from discrimination and harassment for any reason.

#### ***Sexual Harassment***

Sexual harassment includes, but is not limited to making unwanted sexual advances and requests for sexual favors where either:

- (a) submission to such conduct is made an explicit or implicit term or condition of employment;
- (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (c) such conduct which has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment based on an employee's sex or gender may also constitute sexual harassment.

The Alliance's sexual harassment policy prohibits sexual harassment in the workplace, whether committed by supervisory or non-supervisory personnel, clients or client's family members. Specifically, no supervisor shall threaten or insinuate, either explicitly or implicitly, that an employee's submission to or rejection of sexual advances will in any way influence any personnel decision regarding that employee's employment, wages, advancement, assignment duties, work schedule, or any other condition of employment or career development. In addition, supervisors do not have the authority to force any change in an employee's job status, on the basis of an employee's sex or gender or on the basis of the provision of denial of sexual favors by an employee. Any perceived sexual harassment on the part of a client or client's family shall be reported to the agency supervisor.

Other sexually harassing conduct in the workplace because of an employee's sex or gender that may create an offensive work environment, whether it be in the form of physical or verbal harassment, and regardless of whether committed by supervisory or non-supervisory personnel, or clients, is also prohibited. This includes, but is not limited to, repeated offensive or unwelcome sexual flirtations, advances, propositions, continual

or repeated verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, and the display in the workplace of sexually suggestive objects or pictures.

Sexual harassment in the workplace by any employee will result in corrective action up to and including dismissal, and may also lead to an employee being subjected to personal legal and financial liability. The Alliance's management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Furthermore, employees are responsible for respecting the rights of their co-workers.

### ***Other Forms of Harassment***

Harassment based upon race, color, ethnic background, religious belief, national origin, ancestry, citizenship status, age, marital status, pregnancy, sexual orientation, veteran status, physical or mental disability or history of disability, or any other basis prohibited by law, likewise it generally takes the form of verbal, physical or visual contact which has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. Again, such conduct will not be tolerated by the Alliance.

### ***Responsibility to Report and Investigate***

If you believe you have been unlawfully harassed, immediately inform your Administrative Director. If you believe the Administrative Director is the source of the unlawful harassment or if the activity continues, contact the Executive Director. It is the responsibility of the Administrative Director to investigate any claim of harassment. Confidentiality will be maintained to the fullest extent permitted by the circumstances. In determining whether the alleged conduct was harassment, the totality of the circumstances, the nature of the claimed harassing conduct and the context in which it is claimed to have occurred will be investigated. The claim will then be dealt with as deemed appropriate by the Administrative Director. All employees of the Alliance are expected to carry out their responsibilities to assure that unlawful harassment does not occur.

The Alliance prohibits any form of retaliation against any employee for making a bona fide complaint under this policy, or for assisting in a complaint investigation.

### **Agency Expectations**

All employees hired are expected to maintain positive work ethics such as:

1. Be on time for scheduled work assignments.
2. Give appropriate notice to the agency when sick.
3. Give agency appropriate notice for requested time off as deemed by the agency's policies and procedures.
4. Follow all of the contracting agency's policies and procedures.
5. Complete assignments given.
6. Report to the appropriate agency supervisor.
7. Complete all appropriate and necessary paperwork in a timely manner.
8. Dress according to agency policy.

9. Be an asset to contracting agency's staff.

### **Employee Rights**

Cultural values or religious beliefs of Alliance staff that are in direct conflict with patient ordered care will be reviewed by management on a case-by-case basis. The agency will implement appropriate measures (such as assigning other staff members) to assure continuity of patient care when a staff member refuses to provide care based on cultural values or religious beliefs. When no reasonable accommodation exists, the employee will be expected to deliver quality patient care in spite of staff's cultural values or religious beliefs.

As soon as the involved staff member is aware of a conflict between the ordered care and his/her cultural values or religious beliefs, the staff member will notify his/her immediate supervisor. If possible, the supervisor may reassign the patient to another staff member.

The specific conflict between the staff member's cultural values or religious beliefs and the necessary patient care will be documented and reviewed in conjunction with the employee's performance appraisal to determine if the employee's refusal to provide care is justified.

### **Reprisal**

The North Carolina Alliance of Public Health Agencies ensures that no reprisal action will be taken against any employee who reports instances of patient rights violations or patient abuse, neglect or exploitation to the appropriate governmental authority. Procedure for reporting such incidences are by way of the "Chain of Command" and it is preferred that any incidences of Patient Rights violation would be reported in that manner.

### **Work Practices**

#### ***Failure to Accept Assignments***

Field staff employees are expected to accept assignments on a regular basis. If, at any time or for any reason, sixty (60) consecutive calendar days pass without you accepting an assignment offered to you, you will be considered to have voluntarily resigned from your employment with the Alliance. However, any calendar days on which you are on an approved leave of absence will not be counted as one of the consecutive days of that sixty (60) consecutive day period, nor does it constitute a break in the accrual of consecutive days.

### ***Tardiness***

Your supervisor must be notified if you are going to be late for any assignment. If the supervisor is informed you are not at your assignment at the scheduled time and you have not notified the supervisor of your being late, the agency can only assume you are not going to make the assignment. The agency will then attempt to find someone to cover for you, and when you do arrive, you will be asked to leave. You will receive no pay under these circumstances. Tardiness may result in disciplinary action being taken and can result in termination of your employment.

During times when the office is closed, you must first notify the designated Agency representative or the Alliance Administrative Director if Agency representatives are unavailable.

### ***Notification of Cancellations***

Employee notification of his or her inability to work any of his or her scheduled hours must be made to the Administrative Director and Agency Supervisor during regular business hours (8:00am to 5:00 pm) or to the designated administrator “on call” before or after these hours. Unless the employee is hospitalized or severely incapacitated, the Alliance will **NOT** accept a call in from anyone other than the employee; the employee must call in personally. The Alliance employee is expected to follow the agency policies for reporting his or her inability to work.

In addition to the absence being considered an “incident of absenteeism” for purposes of the unexcused cancellation and absenteeism policy, if the employee fails to call-in as required, this action may result in separate disciplinary action up to and including termination of employment. The determination in any instance of whether or not an employee has complied with the requirements shall be at the sole discretion of the Administrative Director.

### ***Unexcused Cancellations and Absenteeism***

Irrespective of the reasons, recurring cancellations or other absenteeism by an employee means the agency cannot depend on the employee. Irrespective of whether or not the employee has called in as required by policy, recurring absenteeism may result in termination of employment at the discretion of the Administrative Director.

An employee will be allowed four (4) “incidents of absenteeism” within a 180 calendar day period. The fifth incident of absenteeism within any 180 calendar day period may result in termination of employment.

An “incident of absenteeism” is defined as one (1) or more consecutive workdays of the employee on which the employee has cancelled one (1) or more client visits or has otherwise been absent from one or more client visits due to the same employee illness or problem.

For an absence of three (3) or more consecutive workdays to be considered as only one incident of absenteeism, a written work excuse from a physician may be required by the employee’s supervisor not later than the first day back to work.

Absences due to an approved or otherwise permitted, leave of absence (including illness) will not count as an “incident of absenteeism.”

## **Other Policies**

### ***Dress Code***

Each employee is a representative of the agency for which they work. As such, they are expected to dress and act accordingly. While the Alliance itself does not require uniforms for work, employees must be dressed appropriately for the provision of patient care. Employees contracted to other agencies will follow their dress code so long as it is not less stringent than that required by the Alliance. Name tags are required.

Clothes must be neat and clean. Hair will be neat and clean. Employees will not wear torn or suggestive clothing. Tank tops and shorts are not allowed. Lab coats and/or scrub suits are recommended but not required.

While providing direct client service or while otherwise in contact with clients during working hours, jewelry and makeup must be kept to a minimum. Jewelry pins and buttons worn on clothing shall be limited to professional pins and name tags.

### ***Courtesy and Cleanliness***

Each employee shares a responsibility in the important areas of courtesy and cleanliness. Much of our reputation depends on the courtesy shown by our employees to clients and their families and visitors. All employees are expected to practice good personal hygiene, to include observance and adherence to Universal Precautions and handwashing.

### ***Telephone***

Employees who work in clients’ homes are expected to use the telephone only to contact the office in emergency situations or for a matter concerning the client. Personal telephone calls are not to be made or received on client telephones.

### ***Items Purchased from Clients***

No employee may purchase items from clients. If a client or family member repeatedly tries to sell you an item of property, report this to your supervisor.

### ***Client Files***

Client files are considered property owned by the health department. Information contained in a client file is to be kept confidential at all times.

### ***Gifts, Tips, Gratuities and Loans***

No employee may accept gifts, tips, gratuities or loans of any kind from clients or clients’ families. While a client or family member may sincerely wish to give you a present one day, the client or family member may report it stolen the next. If a client or family

member repeatedly tries to give you a gift, tip, gratuity or loan, report this to your supervisor.

### ***Financial Duties and Client Property***

You may not perform any financial duties for a client, under any circumstances, without the prior approval of your Agency Supervisor and the Administrative Director. You may not handle money or credit cards of the client or any of the client's personal property that is of major value (i.e. heirlooms, jewelry or crystal) without prior approval from your supervisor.

### ***Allegations of Theft***

If you are with a client and it becomes apparent to you that the client has unsecured sums of money, jewelry or other valuables around the house, report this to your supervisor immediately.

In the event a client or client's family member alleges theft on the part of a field staff employee, the client or family member will be asked to report the allegation to the police for investigation. Based upon the results of the police investigation and any other information, which may be available to the Alliance, discipline up to and including termination of employment may occur. The Alliance may suspend the employee from further assignments, without pay, until the Alliance determines whether discipline or termination of employment is appropriate.

One of your best protections against allegations of theft is to follow the policies referenced above.

### ***Lost or Stolen Articles***

The Alliance is not responsible for lost or stolen articles. Employees are discouraged from bringing items of personal value to their assignments. If it is necessary to have personal belongings with you, it is your responsibility to see that they are stored in a secure place.

### ***Personal Visitors***

Alliance employees may not have non-authorized visitors while working at a client's residence. This is a strict violation of the Alliance's confidentiality policies and can result in discipline including immediate termination. This includes having someone wait outside the home while you are performing your duties unless specifically authorized by the agency. All Alliance employees must follow the confidentiality policy of the Agency for whom they are performing work.

### **Personnel File**

#### ***Personal Changes***

Each employee must notify the Administrative Director within 10 business days of any change of name, address, marital status, telephone number through which the employee can be reached, or any other applicable changes to personnel records. In order to ensure

proper governmental notification, a new W-4 and NC-4 form must be completed for the Payroll Department and sent to the Administrative Director.

### ***Personnel File***

The Agency is required by law to maintain individual records on each employee. When you begin employment, a personnel file is established in the office, which is for your and the Agency's protection and benefit. After employment, additional information may be requested in order to ensure compliance with all applicable laws and requirements.

### ***Contents of Personnel File***

An employee's personnel file contains the following documents which may be reviewed by the employee: Employment application/resume job description; evidence of qualification/licensure; physical examination (if any); personnel action documents; training and orientation records; recognition materials; evaluation forms; disciplinary action documents; insurance records (if any); payroll records; NC-4 and W-4. Some of these documents may not be in the employee's personnel folder, but will be considered part of the employee's personnel file for purposes of inspection and review. You are requested to notify the Administrative Director two to three days in advance if you wish to review your file. The personnel files are property of the Alliance and nothing may be removed from them without written permission from the Alliance.

The Alliance also maintains the following documents which are not available for inspection and review by the employee: interview, promotion and rehire evaluations; reference checks and letters; documents relating to ongoing or concluded investigations; attorney-client communications; personal anecdotal notes used by management relating to incidents or investigations, and such other information which is determined to be confidential.

### **Termination of Assignment**

From time to time it may be necessary for the contracting agency to terminate an assignment. The Alliance, however; will keep your employment active provided there are no outstanding disciplinary actions.

### **Discipline and Termination of Employment**

#### ***Progressive Discipline***

Except in a case where the Administrative Director concludes the circumstances warrant termination of employment, a progressive discipline procedure will generally be used in an effort to give employees advance notice of unacceptable performance and an opportunity to correct problems. Under this approach, a written reprimand will be issued to an employee who is being disciplined. If an employee at any time has three (3) active written reprimands, the employee's employment will be terminated. A written reprimand is considered to be "active" until the period of 365 calendar days pass after the date of the written reprimand without the employee receiving another written reprimand.

Examples of the types of conduct, for which a written reprimand may be issued, include but are not limited to:

- Unwillingness or failure to perform job requirements.
- Excessive absence or tardiness as determined by this handbook.
- Failure to maintain dress code requirements and good personal hygiene.
- Discussing personal problems with clients.
- Rudeness or discourtesy to clients, clients' family, Alliance staff or contracted agency staff.
- Having visitors while on duty.
- Failure to abide by any personnel policy and departmental policy or procedure, which may be in effect.
- Accepting or soliciting tips, gifts, gratuities or loans from clients without the approval of management.
- Modifying work schedules without approval of management.
- Working overtime without prior authorization.
- Unsatisfactory work performance.
- Poor work effort or attitude.
- Interfering with employees in the execution of their duties.
- Gambling while on duty, either within the office or in the client's home.
- Using a client or a client's family member's telephone for personal calls or conducting personal business during working time.
- Minor insubordination (i.e. defiance of authority which does not endanger or jeopardize the financial and business stability of the Agency or does not jeopardize or endanger the physical health, mental health or well being of a client, visitor, or an employee.)
- Foul or abusive language.

The preceding list is not all-inclusive. Other types of unacceptable conduct may occur for which written reprimands may be issued. Furthermore, under the circumstances of a particular case, a written reprimand may not be issued. The exercise of this discretion by the Agency is not a waiver of the Alliance's right to discipline or terminate the employment of the same employee or any other employee for the same type of offense in the future.

### ***Termination of Employment***

It must be remembered that your employment with the Alliance at all times is at the mutual consent of the Agency and yourself, and either may terminate employment at will at any time for any reason. The Alliance, therefore, may immediately terminate the employment of an employee without a prior progressive discipline when the Agency believes the circumstances warrant termination of employment.

Examples of the types of conduct which may result in an immediate termination of employment include:

- Physical or mental abuse of a client.
- Failure to report physical and/or mental abuse of a client.
- Disclosing anything of a personal nature concerning a client at any time, unless specific work duties require the giving or exchanging of such information.
- Stealing of any Agency property, client property, employee property, or property of visitors.
- Leaving an assignment without permission.
- Three (3) complaints of poor work performance from different clients or different client family members.
- Major insubordination (i.e. a defiance of authority which endangers or jeopardizes the financial and business stability of the Agency or jeopardizes the physical health, mental health or well being of a client, a visitor or an employee.)
- Actions which would constitute a criminal offense and could adversely affect the Agency's operations or reputation.
- Unauthorized possessions of firearms or other weapons in the Agency offices or in a client home.
- Falsifying medical or official records, including timekeeping, charting and billing forms.
- Intentional damage to Agency office property or a client's property.
- Sleeping while on duty.
- Use of, possession of, or appearing to be under the influence of alcohol or drugs in Agency offices or in a client's home.
- Disorderly, immoral, or indecent conduct in Agency offices or in a client's home.
- Failure to work a scheduled case without notifying the office or on-call person, except in an emergency situation where contact is not possible.
- Fighting on the job.
- Threats, implied or actual, to clients or staff.
- Knowingly furnishing false information concerning the Agency to anyone.
- Acts or omissions which endanger or injure clients or staff.
- Failure to follow requirements for the storage, transportation, treatment or disposal of infectious waste.
- Failure to use universal precautions when the employee has direct contact with blood or other body fluids.

The preceding list is not all-inclusive. Other types of unacceptable conduct may occur for which termination of employment may occur. Furthermore, under the circumstances of a particular case, a written reprimand may be issued rather than immediate termination of employment or no disciplinary action may be taken. The exercise of this discretion by the Agency management is not a waiver of the Alliance's right to terminate the employment of or discipline the same employee or any other employee for the same type of offense in the future.

### ***Appeal of Disciplinary Action***

An employee who disagrees with a disciplinary or termination of employment action taken concerning the employee may appeal the action or decision to the management person one step above the manager issuing the disciplinary action.

To appeal a disciplinary or termination of employment action, the employee must present the appeal in writing to the Administrative Director, within seven (7) calendar days after the employee becomes aware or should have become aware of the circumstances giving rise to the appeal. The written appeal must state the specific action or decision appealed and the specific reason(s) the employee believes the action or decision was in error.

The Administrative Director will answer the appeal in writing within the longer of:

- Fourteen (14) calendar days after the date the written appeal was received; or
- If either the Administrative Director or the employee requests a meeting to discuss the appeal, a written response will be made within 10 working days after the meeting.

If the appeal is not settled as a result of the Administrative Director's decision, the employee may appeal to the Executive Director. The appeal must be in writing and be received by the Executive Director within ten (10) calendar days after the date the employee receives the Administrative Director's decision. The written appeal must state the specific reason(s) the employee believes the Administrative Director's decision was in error. The decision of the Executive Director is final.

### ***Resignations***

Alliance contract staff are expected to give a minimum of two weeks notice when leaving the employment of the agency. A resignation should state the expected date of resignation and be given to the employee's supervisor and the Administrative Director. This procedure is necessary in order to maintain adequate, continuous staffing.

Except in emergency situations, a resignation with less than fourteen (14) calendar days prior written notice disqualifies the person from being rehired.

### **Complaints against Employees**

If a customer, client or member of the public makes a complaint against one of our employees, the Alliance will investigate the complaint thoroughly. The employee will be asked to give information about the incident and will be notified of the results of the investigation as quickly as possible. All employees, including the employee against whom the complaint was made, are required to cooperate fully with the investigation. The Alliance will take all appropriate actions to ensure that complaints are handled fairly and consistently, and that corrective action, when necessary, is appropriate.

### **Performance Management**

Each employee will be given a formal evaluation using criteria relevant to his/her job performance. Application of job knowledge, quality of work, productivity, dependability, initiative, attendance, judgment, cooperation, relationship with others, coordination of work, safety and overall performance are included for all employees. In addition, lead employees and supervisors will also be reviewed in the areas of planning, organizing, leading, decision making, creativity, human relations, policy implementation, and policy formulation. The reviews are provided to the contract agency and the supervisor overseeing the Alliance employee will provide input. In some instances, agency employees who have a direct working relationship with an Alliance employee will also have input. The Agency Supervisor will identify these instances as appropriate.

The formal evaluation will be conducted by the agency supervisor within thirty (30) calendar days after the first anniversary of the employee's date of last hire and annually thereafter. Evaluations may also occur at any other time at the decision of the Agency Supervisor or Administrative Director.

**All documentation of employee performance appraisals will be completed, reviewed with the employee, signed by all parties and then filed in the Alliance employee's personnel record.**

### **Use of Information Systems**

All workplace technology, telephone systems, computers, email, and voicemail systems are business equipment owned by the Alliance and/or the contracted agency. For the purposes of this section, the word Company will apply to both Alliance equipment and the equipment of the contracted agency. All communications over these systems are subject to monitoring by the company and you should not have expectations of personal privacy when you use company owned systems.

- Communications on company-owned systems may be periodically monitored to ensure that the technology is being used appropriately and in accordance with company policy.
- Monitoring may be necessary for quality control, HIPAA compliance and to prevent misconduct and is at the discretion of the company. Remember that any website visited will leave a "footprint" that can and will be retrieved during monitoring.
- Personal use of company-owned systems is not permitted. All personal messages are subject to monitoring by the company.
- Usage should not involve any material or comments that might be viewed as being unprofessional, harassing, discriminatory or suggestive.
- Be aware that documents or communications created on, or communicated via company-owned systems, are considered to be business records, and as such, may be subject to review by third parties, particularly in relation to litigation.
- Use of personally owned software and/or hardware is strictly prohibited unless written authorization is received from direct supervisor.
- Employees who violate company policy with regards to usage of workplace technology will be disciplined, up to and including discharge.

## **SECTION V – SAFETY**

### **Safety**

The contracted Agency will promote safety and strive to reduce the potential for patient and/or staff injury in both the home and agency environment.

#### ***Safety in the field***

1. Someone from the Alliance or the Agency knows where you are at all times.
2. Always have your car keys in hand and ready to open the door such that you do not have to fumble for keys. Hold your car keys in your hand between the fingers such that they can be used as a weapon.
3. Always be aware of your surroundings, whether you are walking or in your car. Always keep your car doors locked and your windows up. Keep your purse/nursing bag in the floorboard, not beside you in the car seat.
4. Pay attention to the address that you are going to. If you must make a visit after dark, ask the patient to turn on his/her front porch light and watch for you to arrive. Try to ascertain that the house is the correct one before exiting your car.
5. Park as close to the patient's home as possible and try not to have to walk a great distance. Walk as much as possible where there is light. Stay away from doors, crawl spaces to basements, garage entrances, etc. In multi-story buildings, avoid using the stairs and take the elevator.

#### ***Safety in the Patient's Home***

1. Know the floor plan of the house and where the exits are located. Know how to exit each home quickly if needed.
2. If you get the impression that you are not welcome or wanted inside the home, do not go in. If someone is being belligerent, do not go in. Do not enter a home unless invited.
3. Notice in the patient's home if there are guns, knives, or other weapons within view. Are the weapons secured? If weapons are in your presence with a patient, request that they be safely stored. If patient and/or person present in the home refuses to remove/secure weapons safely or appears nervous, leave the home. Notify your supervisor immediately.
4. Do not bring in the patient's mail. If the patient is expecting a check and it does not arrive, the patient can claim it was stolen out of his/her mailbox and that you were the last person in the mailbox. If you are collecting mail as part of personal care services, notify your supervisor so he/she will have knowledge of it.

5. Vary your home visit times if possible. Do not establish a pattern or routine arrival and departure at any one home.
6. Do not take a patient's purse or wallet to get things out. The patient can accuse you of stealing money, etc. Also you should report to your supervisor any patient requests to get things out of purses or wallets. In the event that the patient does have something missing, your supervisor will already have prior knowledge of the request.
7. Report any and all types of suspicious behavior and/or requests to your supervisor immediately. It is important to communicate potential risks to the supervisor. The supervisor can ascertain if particular behavior is of such a nature, that it needs to be further addressed or if it needs to be reported to local law enforcement.
8. If it appears to an employee that there is any illegal activity occurring in a patient's home, notify your supervisor immediately.
9. If at any time you feel threatened or in danger of bodily harm, leave immediately and report the incident to your supervisor.

### **Emergency Preparedness**

Emergencies in the organization's service area that may result in an interruption of patient services include, but are not limited to:

Natural or man-made events that cause major disruption in the environment of care (i.e. damage to the agency's buildings and grounds due to severe windstorms, ice storms, hurricanes, flooding or tornadoes); industrial accidents (i.e. hazardous waste leaks and spills); communication system failures (i.e. loss of telephone service); loss of personnel (i.e. from strike, local disaster, epidemics); other natural disasters that would interrupt patient care (i.e. snow, ice storms, floods, severe thunderstorms, tornadoes, electrical outages).

In the event of interruption of patient services due to an emergency, the Agency Supervisor will immediately implement the Emergency Preparedness Plan and will be responsible for triaging patients based on needs, severity of illness, and the availability of staff. The Agency Supervisor, with assistance from the Administrative Director as needed, will be responsible for contacting staff.

Those patients who must have home visits performed will be considered as top priority patients and every effort will be made by the organization's staff to perform home visits during the emergency. The Agency Supervisor will be responsible for assigning available staff for completing those visits. Efforts will be made to contact the remaining patients by telephone to ascertain needs for services, if any.

When no means of communications exists, available staff should report to the agency office as soon as feasible for assignment. The Agency Supervisor is ultimately responsible for assuring continuation of service. Alliance employees are expected to follow the Agency policies and procedures.

### **Workplace Violence Policy**

The Alliance will not tolerate, in any manner, any threats, acts, or intent to commit a violent act that jeopardizes, or appears to jeopardize, the safety of employees, contracted agencies physical space, employees, or clients. This response may include, but is not limited to, disciplinary action up to and including termination of employment.

Should an investigation substantiate that violations of this policy have occurred; the Alliance will initiate a decisive and appropriate response. This response may include, but is not limited to, reassignment of job duties, formal disciplinary actions, and suspension. You are responsible for reporting threats or threatening behavior to the Administrative Director and/or agency supervisor.

### ***Definitions of Workplace Violence***

Workplace violence is any intentional conduct which is sufficiently severe, offensive or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or several Alliance employees. Examples of workplace violence include, but are not limited to the following:

- Threats or acts of violence occurring on the premises of Alliance contracted agencies, regardless of the relationship between the Alliance and the parties involved in the incident.
- Threats or acts of violence occurring off Alliance or contracted agency premises involving an employee of the Alliance if the threats or acts affect the business interests of Alliance.
- Threats or acts resulting in the conviction of an employee or agent of Alliance Home Care, or of an individual performing services for the Alliance on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence which adversely affect the legitimate business interests of the Alliance.

Specific examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to the following:

- Threatening physical or aggressive contact directed toward another individual.
- Threatening an individual or his or her family, friends, associates or property with physical harm.
- The intentional destruction or threat of destruction of company property or another's property.
- Harassing or threatening phone calls or emails.
- Surveillance.
- Stalking.
- Veiled threats of physical harm or intimidation.

Workplace violence does not refer to occasional comments of a socially acceptable nature. Such comments may include references to legitimate sporting activities, popular entertainment or current events. Rather, it refers to behavior that is personally offensive, threatening or intimidating.

## ***Enforcement***

When threats are made or acts of violence are committed by an Alliance employee, a judgment will be made by the Alliance as to what actions are appropriate, including possible medical evaluation and/or possible corrective action. Once a threat has been substantiated, it is the Alliance's policy to put the threat-maker on notice that he or she will be held accountable for his or her actions and then follow through with the implementation of a decisive and appropriate response. Under this policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring or a life-threatening situation from developing. No existing Alliance policy or procedure should be interpreted in a manner that prevents the above from occurring. The Alliance will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by the Alliance. In making this determination, the Alliance may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy shall alter the at-will nature of employment at the Alliance.

## **Fraud**

### ***Definition of Fraud***

The Alliance uses a broad definition of fraud that enables us to comply with the state and federal requirements. We define fraud as "the internal misrepresentation of fact for personal financial gain."

### ***Handling Fraudulent or Dishonest Conduct***

The objectives for handling fraudulent or dishonest conduct are to:

- Foster prompt, accurate investigations of alleged fraudulent or dishonest conduct, leading to fair and appropriate consequences.
- Protect the company from accusations of libel, slander, malicious prosecution, defamation, false imprisonment, unlawful termination, discrimination, or other claims.
- Protect the company's employees, contracted agencies and customers from a wrongful invasion of their privacy.

### ***What You Should Do***

If you learn of possible fraudulent or dishonest conduct that may involve an Alliance employee, customer, or other external party, contact the Administrative Director.

### ***Your Responsibilities***

It is your responsibility to report suspected fraudulent or dishonest conduct to the Administrative Director and to cooperate with any person or persons who investigate the conduct on behalf of the Alliance. However, **DO NOT**:

- Try to investigate, gather information or contact a suspected individual for an explanation or restitution.

- Discuss the situation or any of the facts, suspicions or allegations with anyone outside the Alliance.
- Discuss the situation with anyone inside the company unless they are someone who has a need to know from a business standpoint, or the supervisor of your work location (i.e. contracted agency).
- Make arrangements with suspected individuals or allude to agreements on behalf of the company regarding suspected questionable situations.
- Answer any questions from a suspect or his or her counsel. The proper response on your part should be “I am not at liberty to discuss this matter.” These inquiries should be referred to the Administrative Director.

### **Substance-Free Workplace**

The Alliance is committed to providing a substance-free, safe and healthy workplace, and minimizing risks to its employees and to the public. Therefore, employees are prohibited from the following when reporting for work, while on the job, on contracted agency or client premises or surrounding areas, or in any personal vehicle used for company business:

- the unlawful purchase, use, possession, transportation, manufacture, sale, or other distribution of an illegal or controlled substance (as defined by federal or state law) or drug paraphernalia,
- the unauthorized use, possession, transportation, manufacture, sale or other distribution of alcohol, or
- being under the influence of alcohol or having a detectable amount of an illegal or controlled substance in the blood or urine.

**NOTE:** The term “controlled substance”, as used in this policy, means a drug or other substance as defined in applicable federal laws on drug abuse prevention. “Illegal drugs”, for the purpose of this policy, include, drugs which are not legally obtainable, drugs which are legally obtainable but have been illegally acquired; or drugs which are legally obtainable but are not used as directed and adversely affect the employee’s job performance.

The Alliance recognizes substance dependency as a potential health, safety, and security problem. We also recognize that in the work place, substance abuse can lead to faulty judgment, lack of attention, and poor coordination, resulting in reduced productivity, poor quality of work, accidents, and potentially harm to the patients we serve. This recognition has caused us to establish the following policy regarding drug and alcohol use and the unlawful possession of controlled substances while conducting Alliance business:

- It is our intent and our shared obligation with employees to provide a substance-free, healthful, safe, and secure work environment. Employees are expected and required to report to work on time and in an appropriate mental and physical condition for work.
- The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance while conducting Alliance business is absolutely prohibited.

Violations of this policy will result in corrective action, up to and including termination of employment, and may also have legal consequences.

### ***Corrective Measures Under This Policy***

If you violate the Substance-Free Work Place Policy by reporting to work under the influence or being observed using drugs or alcohol while conducting Alliance business, you will be counseled about the infraction and will be subject to corrective action up to and including immediate termination of employment. You may be urged to voluntarily obtain professional help.

### ***Grounds for Immediate Termination of Employment Under This Policy***

- You are observed using, possessing, manufacturing, distributing, dispensing, or selling a controlled substance while conducting Alliance business.
- You are convicted for the use, possession, manufacture, dispensation, sale, or distribution of controlled substances while conducting Alliance business.
- Reporting to work under the influence or being observed using drugs or alcohol while conducting Alliance business.

**Note: The above list is representative. It is not all-inclusive, and other factors may influence management's decision to terminate your employment immediately.**

### **No Smoking Policy**

It is the policy of the Alliance to maintain a smoke-free workplace. Also, it is the policy of the Alliance that no smoking will be permitted where Alliance health care is delivered under contract agreement including the patient's home. There will be no smoking permitted on the premises of county health departments or county home health agencies except in designated areas.

### **Handwashing**

All employees are responsible for implementing handwashing procedures, as appropriate, in an on-going attempt to prevent and/or contain infectious processes and communicable diseases.

Handwashing is to be performed in the following situations:

- Prior to patient contact.
- At the completion of the home visit/delivery.
- Anytime gloves are used and removed.
- After handling contaminated dressing, tubings, catheters, supplies, equipment, etc.
- Anytime the hands become or are suspected to have become contaminated.

### **Communicable Diseases**

It is the policy of the Alliance that all personnel must immediately report any communicable disease, which they may have to the Administrative Director and/or agency supervisor.

### **Hazardous Communication**

All employees who work with or may be exposed to hazardous materials under normal working conditions or foreseeable emergencies have the need and “right to know” what health and physical hazards exist from chemicals found in the workplace.

The Alliance’s Hazard Communication Program is to be readily accessible to all employees, and will be covered during orientation. Any Alliance employee required to work with hazardous materials within an agency should also request access to the agency’s Hazard Communication Program. Alliance employees should request training on labels used, the location of Material Safety Data Sheets (MSDS), and a list of chemicals used on the workplace from the contracting agency.

### **Confidentiality Policies**

#### ***General***

You may have access to or be made aware of confidential or proprietary information, including a patient’s medical record. You are expected to use such information to perform your duties and to keep it totally confidential. You are not to discuss or share confidential information with anyone inside or outside the Alliance or the contracted agency who does not have a direct need-to-know involvement. If you are unsure of whether or not information may be released, please consult your supervisor.

Violation of confidentiality is grounds for immediate termination of employment.

#### ***Patient Confidentiality***

It is recognized that in the normal course of performing one’s job in the health care setting, an employee has access to medical information about individuals. All medical information is to be treated with the strictest confidence and is only to be shared with others when it is appropriate for ensuring delivery of health care services or as otherwise required by law. Such information includes medical records or any information about any patient’s treatment or medical condition. Failure to maintain privacy and confidentiality with patient information will result in corrective action, up to and including termination of employment.

### **Health Insurance Portability and Accountability Act (HIPAA)**

The NC Alliance of Public Health Agencies, Inc. meets the criteria for the Federal Register standards for Business Associate section 160.103. Personnel should carefully read and understand the provisions and constraints of being a Business Associate. The NC Alliance of Public Health Agencies, Inc. enters into contractual obligations with each of our clients and agrees to protect PHI (Protected Healthcare Information) and uphold the laws of the Federal Register. If the Alliance discovers a breach of the contract

internally, we will seek immediate disciplinary action, to the extent of termination of employment. We cannot stress enough to our employees the importance of confidentiality and the sensitivity of the business matters we participate in. Therefore we insist upon every employee's understanding, cooperation and dedication to uphold the laws set forth by the United States Government of Health and Human Services regarding HIPAA.

**Acknowledgement of Receipt of Personnel Policies**  
**NC Alliance of Public Health Agencies, Inc.**

I acknowledge that I have received a copy of the personnel policies of the North Carolina Alliance of Public Health Agencies, Inc.

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**Printed name of employee**

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**Signature**

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**Date**