**HUMAN RESOURCE POLICIES & PROCEDURES**

**EFFECTIVE DATE**

This manual was developed to set forth the overall nurse staffing policies and procedures of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Insert the Name of the Staffing Agency Here). This manual shall be reviewed and revised as necessary, at least once a year.

This manual shall be available at all times for review by staff, clients and their designated representatives.

The effective date of this manual shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

All policies and procedures in this manual were reviewed and approved by:

Administrator Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

**ANNUAL REVIEW**

|  |  |
| --- | --- |
| Date: | Signature |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

HUMAN RESOURCE POLICIES & PROCEDURES TABLE OF CONTENTS

[EMPLOYMENT 3](#_Toc467957414)

[EMPLOYMENT APPLICATION FORM 5](#_Toc467957415)

[LICENSURE/CERTIFICATION /CREDENTIALS VERIFICATION 9](#_Toc467957416)

[PRE-EMPLOYMENT BACKGROUND CHECK AUTHORIZATION 10](#_Toc467957419)

[HOURS OF WORK/LUNCH BREAKS 11](#_Toc467957420)

[HUMAN RESOURCE RECORDS 12](#_Toc467957421)

[ORIENTATION – STAFF 14](#_Toc467957422)

[NEW HIRE ORIENTATION PROGRAM 15](#_Toc467957423)

[STAFF TRAINING 17](#_Toc467957424)

[SCREENING AND HIRING 18](#_Toc467957425)

[HEALTH SCREENING 20](#_Toc467957426)

[TB TESTING 21](#_Toc467957427)

[COMPETENCY EVALUATION 22](#_Toc467957428)

[PERFORMANCE EVALUATIONS 23](#_Toc467957429)

[PERFORMANCE EVALUATION FORM 24](#_Toc467957430)

[IN - SERVICE EDUCATION/STAFF DEVELOPMENT 30](#_Toc467957440)

[ATTENDANCE/ REPOSNISBILITES 31](#_Toc467957441)

[STAFF RIGHTS 32](#_Toc467957442)

[EMPLOYEE ACCIDENT/INJURY REPORTING POLICY 33](#_Toc467957443)

[WAGE ASSIGNMENTS/BENEFITS/GARNISHES 35](#_Toc467957445)

[CITIZENSHIP/EMPLOYMENT AUTHORIZATION 39](#_Toc467957446)

[PROMOTIONS/DEMOTIONS/DICIPLINARY ACTIONS 40](#_Toc467957447)

[CONFIDENTIALITY OF CLIENT INFORMATION 41](#_Toc467957448)

[EMPLOYEE CONFIDENTIALITY AGREEMENT (PER HIPAA REGULATIONS) 42](#_Toc467957449)

[SEXUAL HARASSMENT 43](#_Toc467957450)

[DRUG/ TOBACCO AND ALCHOL POLICY 44](#_Toc467957451)

[TERMINATION 45](#_Toc467957452)

[EMPLOYEE GRIEVANCE POLICY 46](#_Toc467957453)

[SUPERVISION OF STAFF 47](#_Toc467957454)

[EXIT INTERVIEWS 48](#_Toc467957455)

[CONTRACTS 49](#_Toc467957456)

TRAVEL NURSE POLICY 52

[INDEPENDENT CONTRACTOR AGREEMENT FORM 52](#_Toc467957457)

[CLINICAL STAFF RETENTION PROGRAM 55](#_Toc467957458)

# EMPLOYMENT

**POLICY:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Insert the Name of the Staffing Agency Here) strives to employ the most qualified individuals for all positions within the organization and to provide equal employment opportunities to all employees and applicants regardless of race, color, creed, sex, national origin, age, handicap, sexual orientation, marital status, and status with regard to public assistance or Veterans’ employment.

Agency will hire and develop employees basing judgment solely on job related qualifications and the requirements as established by the client/company for which nurse staffing services will be provided.

For all professional positions, the agency will employ only individuals who meet the licensure or certification requirements for the particular professional position and are in good standing there under.

**PROCEDURE:**

1. Equal Opportunity Employer:

a. As an equal opportunity employer, we are proud to provide quality nurse staffing services to our clients by employing health care professionals regardless of their age, race, religion, gender, ancestry, sexual orientation, veteran status, medical or mental condition or national origin.

b. It also is the company's policy to consider all employment and promotional decisions on the basis of merit without discrimination.

c. The company's policy prohibits harassment of all employees in the work place on the basis of those characteristics listed in paragraph 1.

d. This policy also applies to recruitment, hiring, placement, upgrading, promotion, demotions, transfers, layoffs, terminations and selection of training.

e. It is necessary for each employee to understand and appreciate the importance of this Equal Opportunity Policy. To help us achieve our goal of equal opportunity for all, it is anticipated that each employee will follow this policy in spirit, as well as by practice in the work place. The company has a policy to allow anyone who feels he or she is not being given an equal opportunity to voice their concerns directly with supervisory or human resources manager. The management representative will then investigate the complaint and take any necessary action.

2. Reasonable Accommodations for Handicapped Employees: In accordance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, the Agency shall provide reasonable accommodation to the known physical or mental limitations of qualified handicapped employment applicants or employees, unless the accommodation would impose an undue hardship on the operation of the Agency.

a. A *qualified handicapped applicant* or employee is a person who, with the provision of reasonable accommodation, can perform his/her essential job functions.

b. Reasonable accommodation may include, but is not limited to:

1. Making facilities used by employees readily accessible to and usable by handicapped persons
2. Job restructuring
3. Part time or modified work schedules
4. Acquisition or modification of equipment or devices
5. Provision of readers or interpreters
6. The need for reasonable accommodation and undue hardship will be determined on a case by case basis, according to the handicap of the employee.
7. Job descriptions are developed with the needs of persons with disabilities in mind. Job functions and qualifications are set at the minimal level necessary to adequately perform the job.
8. When a person applies for a job, and all other qualifications are met, and the only hindrance to offering the job is that the person's disability prevents the person from performing an essential job function or meeting a job qualification, administration will examine the requirement(s) and ascertain whether reasonable accommodation(s) can be made so the person with a disability can be hired.
9. EXAMPLE: If a job requirement is that the person must climb a two-step stool to file routine work and the applicant cannot do this, and there are other persons in the same job classification who can easily perform the function, then an accommodation will be made whereby the other person will perform that task and the person who cannot perform will be hired.
10. EXAMPLE: If a job requirement is that the person must climb a two-step stool to file routine work and the applicant cannot do this, and there are other persons in the same job classification who can easily perform the function, then an accommodation will be made whereby the other person will perform that task and the person who cannot perform will be hired.

3. Staffing: Part-time, and on call and contracted HUMAN RESOURCE may be utilized in instances when the type of work, working schedule, and duration of employment permit.

4. Interviews: Pre-employment interviews are required for all positions. Interviews may be scheduled according to agency needs. The final decision to hire shall be made by the supervisor and approved by the Administrator. The job offer will be made by the immediate supervisor.

5. Tests: Competency assessment tools will be used to evaluate clinical staff in defined areas based on job expectations.

6. Health Screening: Health Screening is required by all employees for TB testing (refer to Health Screening Policy). The agency reserves the right to request any applicant (after an offer of employment is extended) or current employee, to undergo a physical examination where the position or physical condition of the individual may warrant.

7. Reference Check: Information supplied on the application form or during an interview will be subject to verification. Reference checks shall be made by the agency and may be conducted by phone or mail.

8. Remuneration Policy: This Agency prohibits any illegal remuneration for securing or soliciting clients or patronage. The Agency ensures that decisions regarding the provision of care are not compromised by the provision of incentives to staff be the incentive financial or otherwise. This is monitored closely by our Management Team.

CROSS REFEFERENCE POLICY OR RELATED FORMS

1. Employment Application

|  |  |  |
| --- | --- | --- |
| EMPLOYMENT APPLICATION FORM | | |
| **Personal Information** | | |
| **Name** | First \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2nd Initial\_\_\_\_\_\_\_\_\_\_\_  Last: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| **Address** | Street: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Apartment:\_\_\_\_\_\_\_\_\_  City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| **Phone** | Home: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| **Electronic** | Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| **Date of Birth** | Day: \_\_\_\_\_\_\_\_\_\_\_ Month:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Year: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| **SNN** | Social Security Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| **Gender** | Male:\_\_\_\_\_\_\_ Female: \_\_\_\_\_\_\_\_ | |
| **Language** | What languages do you speak? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| **Emergency Contact** | Name & Phone Number of Person to contact in the event of an emergency:  Local: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Out-of-Area: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| **Education** | | |
| **Formal** | | Diploma: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Certificate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Degree: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Professional License: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Informal** | | Do you have current First Aid Certification (State Level): \_\_\_\_\_\_\_\_\_Expiry Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Do you have current CPR? \_\_\_\_\_\_\_ Expiry Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Specify)  Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *(Specify)* |
| **Restrictions** | | |
| **Work**  **Limitations** | | List any work limitations that you may have and briefly describe:  Hearing: \_\_\_ Yes \_\_\_\_ No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Speech: \_\_\_ Yes \_\_\_\_ No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Lifting: \_\_\_ Yes \_\_\_\_ No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Health: \_\_\_ Yes \_\_\_\_ No\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Physical: \_\_\_ Yes \_\_\_\_ No\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Emotional: \_\_\_ Yes \_\_\_\_ No\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Other: \_\_\_ Yes \_\_\_\_ No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Availability for Work** | | |
| **Hours & Days Available for Work** | | \_\_\_\_\_\_\_Full-time \_\_\_\_\_\_\_\_\_ Part-time \_\_\_\_\_\_\_\_\_\_\_ Short-notice \_\_\_\_\_\_\_\_\_\_\_Split Shift  Indicate Days and List Hours Available for Work:  \_\_\_\_Sunday: From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_Monday: From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_Tuesday: From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_Wednesday: From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_Thursday: From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_ Friday: From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_Saturday: From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  What is the minimum number of hours you will work in one day? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  What is the maximum number of hours you will work in one day?\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Client Types and Work Duties** | | |
| **Assignment**  **Location** | | Are you restricted in the geographical location you are willing/able to work? \_\_\_Yes \_\_\_No Explain: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Transportation** | | |
| **Type** | | \_\_\_\_\_\_Private Vehicle \_\_\_\_\_Bus \_\_\_\_\_Bike \_\_\_\_\_\_\_\_Other: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *(Specify)* |
| **Driver’s License** | | Do you have a valid Driver’s License? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Abuse Investigation** | | |
|  | | Have you ever been investigated for abuse, neglect or domestic violence? If “yes”, explain:  \_\_\_Yes\_\_\_No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | | Have you ever been convicted of any criminal or driving offense(s) other than a minor traffic violation?  Yes ❑ No ❑ If yes, written documentation must be provided about criminal offenses from the clerk of court in the county in which the conviction was made, and about any driving offenses other than minor traffic violations from the motor vehicles office. |
| **Reference Information** | | |
| **Work Related**  **#1**  **(Last Position)** | | Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone No. & Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:  Supervisor’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Position Held: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Length of Employment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Reason for Leaving: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Work Related**  **#2**  **(2nd Last Position)** | | Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone No. & Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:  Supervisor’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Position Held: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Length of Employment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Reason for Leaving: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Work Related**  **#3**  **(3rd Last Position)** | | Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone No. & Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:  Supervisor’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Position Held: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Length of Employment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Reason for Leaving: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Personal**  **#1** | | Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone No. & Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:  Nature of Friendship *(friend, co-worker, family etc*.)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (*Other than relative*.) |
| **Personal**  **#2** | | Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone No. & Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:  Nature of Friendship (friend, co-worker, teacher etc.)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Other than relative.) |

I certify that, to the best of my knowledge, the answers given are true and complete and that purposeful misrepresentation may result in rejection of my application. I authorize investigation of all statements contained in this application, as required. Additionally, I authorize former employers, references and any other individual/organizations to provide information to **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Insert the Name of the Staffing Agency Here)** and I hereby release and discharge any of the above and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Insert the Name of the Staffing Agency Here)** from any liability of any kind or nature. I also understand that it is my responsibility to keep such information current and accurate by updating it as often as necessary

I agree to a physical examination, if requested, and understand that failure to meet any medical and/or health requirements for the position may prevent my employment with the Agency. I also understand that employment, for certain positions, and may be conditional upon successful completion of a substance abuse screening test, if part of the Agency’s pre-employment policy.

I understand that, if hired, I may be required to provide proof that I am a citizen of the United States or proof that I am currently authorized to work in the United States.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant’s Signature Date

# LICENSURE/CERTIFICATION /CREDENTIALS VERIFICATION

**PURPOSE**

To ensure that all employees meet the licensure, certification and/or registration requirements of their job descriptions.

**POLICY**

(Insert your company/agency name.) requires that all employees be properly licensed, certified, registered and/or trained to meet specific job requirements and that all necessary licenses, certificates and/or registrations be kept current.

**DEFNINTIONS**

1. Certification/Licensure

Certification/licensure is the successful completion of recognized training and/or examination by an accredited, certifying body, which enables an employee to demonstrate excellence in a particular area.

1. Registration

Registration is the recognized, successful completion of mandated requirements for the practice of a particular profession.

**PROCEDURES**

1. Employees shall not commence work until proof of required licenses, certificates and/or registrations is presented.
2. Licenses, certificates and registrations shall contain the following:

* name of issuing authority;
* name of the employee;
* expiration date; and,
* license number for licensures.

3. .Manager/Administrator or Supervisor shall verify validity of licensure/certifications and registrations.

4. Employees shall be responsible for ensuring licenses, certificates and/or registrations are kept current, in accordance with applicable state laws and regulations.

5. Employees shall be responsible for payment of any required fees in the maintenance of licensures, certifications or registrations.

6. Employees, who fail to maintain required licensures, certifications and/or registrations may be subject to disciplinary action or termination for inability to perform the duties of the positions to which they are assigned.

7. Proof of current licensures, certifications, and/or registrations shall be kept in the personnel files in the Agency Office.

8. Employees, who are not required to have specific licensure, certification, and/or registration, shall demonstrate competency.

# PRE-EMPLOYMENT BACKGROUND CHECK AUTHORIZATION

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, understand that as part of the employment process, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Insert the Name of the Staffing Agency Here) needs to complete a background check on me regarding:

* Criminal record;
* Sex and Violent Offenders Record;
* Employment Verification;
* Education Verification;
* License Verification;
* Motor Vehicle Records;
* Personal/Professional Reference Verification;
* Medical Suitability
* Drugs/Alcohol
  + I authorize all federal and state agencies, persons and organizations that may have information relevant to this research to disclose such information to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Insert the Name of the Staffing Agency Here) or its authorized agent(s).
  + I understand that this authorization is to be part of the written and signed employment application.
  + I also understand that I do not have to give authorization for a background check but if I don’t give permission, my employment application will not be processed further.
  + I understand that I have specific rights under the federal Fair Credit Reporting Act (FCRA) and may have additional rights under relevant State law.
  + I further authorize that a photocopy of this authorization may be considered as valid as the original.
  + I hereby certify that all statements on this form are true and correct to the best of my knowledge and belief. I understand that employment with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Insert the Name of the Staffing Agency Here) is contingent upon successful completion of a background check.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

Signature Date

Full Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Telephone No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Former Name(s) and Date(s) used: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Social Security Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current Driver’s License: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

List any other cities, states and dates of residency during last 10 years (Use back of sheet, if necessary.)

City State From: Month/Year To: Month/Year

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

# HOURS OF WORK/LUNCH BREAKS

**POLICY:**

Hours of work shall be determined by client or company. All full-time salaried employees will work 40 hours each week. Hourly employees will be compensated for those hours reflected on his/her time card.

**PROCEDURE:**

* Regular Hours:

Normally, office hours are Monday through Friday, from 8:00 a.m. to 5:00 p.m. Starting and quitting time for full-time employees may vary according to client or company. Employees shall be entitled to a half-hour lunch.

* Overtime:

The U.S. Fair Labor Standards Act requires that all employees be paid overtime for hours worked beyond 40 hours in any one week except those employed as executive, professional, and administrative employees. By common usage, the “exceptions” are referred to as “exempt employees,” the others are referred to as “nonexempt.” Any nonexempt employee who works over 40 hours in any one week will be paid 1-1/2 times their regular pay for overtime. Authorization of overtime and payment must be approved by the immediate supervisor.

* Punctuality:

All employees will be expected to report to work on time. If an employee will be delayed, the employee shall call his/her supervisor and inform him/her of the reason for late arrival and when the employee will be in.

* Payday:

Paydays shall be explained at the time of hire.

**LUNCH BREAKS**

1. The Agency allows for a one-half hour lunch break to all office staff who works a 40 hour/pay period. It is encouraged that everyone avail themselves of the break to alleviate the daily stress. Employee shall inform the client/company responsible party to allow for the lunch break.

# HUMAN RESOURCE RECORDS

**PURPOSE:**

To provide a mechanism for maintaining accurate, complete, and current employee information

**POLICY:**

Employee files will be established and maintained for all employees. All information will be considered confidential and made available to authorized company employees only. Employee records may not be removed from Agency unless ordered by subpoena.

**PROCEDURE:**

The employee record for an employee will include, but not be limited to:

1. Pre-employment Information:

a. Employment application (signed and dated)

b. Reference checks:

1. A minimum of 2 health care related professional and 1 personal.
2. In lieu of health care related professional references there should be at least 1 education reference and 2 personal.

c. Criminal history and background checks as required by law.

d. Verification of credentials.

e. Verification of current CPR and First Aid certification.

f. A face-to-face interview with evidence placed into the employee file.

g. Prior to an offer of employment the Agency will check the Health Care Worker Registry to determine eligibility to work.

2. Employment Information:

a. Competency testing for specific clinical and para professional job types

b. Signed job description

c. Skills checklist

d. Orientation checklist – completed and signed

e. Confidentiality statement (signed)

f. Acknowledgement of review of Policy and Procedures Manuals

3. Contractors:

a. Must show evidence of a current physical

b. Must show credentials/certificates as applicable

c. Will be supervised by the agency and client/company responsible party

4. Ongoing Employment:

a. Performance appraisals

b. Updated job descriptions

c. Education record

d. In-services

e. Updated certifications

f. Competency reviews

g. Disciplinary action forms

h. Incident reports

5. Medical History/Health Status – Maintained Confidentially:

a. Physical

b. Hepatitis B declination or immunization record

c. TB screening (2-step Mantoux), chest x-ray or evidence of treatment as indicated

6. Employment:

a. Ongoing immunization and TB testing If required by client/company staffed

b. Illness record

c. Attendance

d. Workers Compensation claims

e. Criminal background check results

# ORIENTATION – STAFF

**PURPOSE:**

To ensure all staff receive the required orientation before the start of employment.

**POLICY:**

Human Resources Department and the clinical management will begin the orientation based on the employee’s profession. Each employee will learn about our general policies and our employee benefits package which are listed in this guide and will be oriented by other departments as well. The orientation will be comprehensive and at its end the employees will be asked to sign a statement confirming attendance which is filed in the employee’s file. The proof of attendance form follows. Information provided in the orientation encompasses but is not limited to the following:

1. The mission and goals of the Agency

2. Employee duties and responsibilities and their importance in carrying out the Agency’s mission

3. Confidentiality

4. The rules, regulations, policies and procedures of the Agency

6. Employee benefits

7. Agency policy on abuse, neglect and exploitation

8. Agency policy on Emergency Preparedness

9. General Infection control program including universal precautions, surveillance, prevention and control of infections in the home, communicable diseases, identification, handling and disposing of sharps, hazardous or infectious materials in a safe and sanitary manner, according to the law and regulations

10. Procedures for processing criminal history checks

Employee will also receive additional orientation at the job site.

|  |  |  |  |
| --- | --- | --- | --- |
| NEW HIRE ORIENTATION PROGRAM | | | |
|  | CHECK |  | CHECK |
| Agency Mission, Vision and Plan and Organizational Chart |  |  |  |
| Types of services Provided by the Agency |  | Policies and Procedures |  |
| Personnel Policies, Job Descriptions and Professional Boundaries of All Disciplines |  | Training Specific to Job Descriptions |  |
| Cultural diversity |  | Grievance Policy |  |
| Ethics, Conflict of Interest and Confidentiality of Client Information |  | Supervision and Evaluation |  |
| Emergency Preparedness Plan/Actions to Take in the Event of a Disaster |  | Actions to Take in Unsafe Situations |  |
| OSHA Requirements, Infection Control/Standard Precautions |  | Quality Assurance |  |
| Incidences and Occurrences reporting |  | Other: |  |
| Identifying and Reporting Abuse, Neglect and Exploitation |  | Other: |  |
| Community Resources |  | ID Badge Issued |  |
| PRINT NAME: |  | TITLE: |  |
| SIGNATURE: |  | DATE: |  |

|  |  |  |
| --- | --- | --- |
| **ORIENTATION CHECKLIST FOR CURRENT EMPLOYEES ASSIGNED TO A NEW JOB CLASSIFICATION** | | **CHECK** |
|  | |  |
| 1. Review of all Agency policies and procedures | |  |
| 2. Review of Federal, state, accreditation regulations | |  |
| 3. Review confidentiality of information | |  |
| 4. Review contracts for all programs, agencies and individuals | |  |
| 5. Review employee benefits | |  |
| 6. Review infection control, safety and disaster programs | |  |
| 7. Consult with and observes other staff in the same job classification- Scheduled by Job site | |  |
| 10. Establishing and maintaining effective lines of communication | |  |
| 11. Practicing staff development including orientation, in-service education and continuing education | |  |
| 12. Review of job description and required skills, work hours | |  |
| 13. Provide information on Job Site/Location/ Supervisor at Job Site Information | |  |
| 14. Participating in selected in-service programs | |  |
| 15. Encouraging staff participation in problem solving | |  |
| 16. Performing other duties as assigned by the Administrator | |  |
| PRINT NAME | TITLE | |
| EMPLOYEE SIGNATURE | DATE | |

# STAFF TRAINING

**PURPOSE**

To establish guidelines to ensure individuals that are referred are trained appropriately to provide staffing services.

**POLICY**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Insert the Name of the Staffing Agency Here) requires that all employees are trained to provide care that is needed by patients at the job site. Training will be based on the employee’s specific job classification. Staff Record of Training Form will be kept in the employee’s file upon the completion of and training including, but not limited to, new employee orientation, workshops, in-services, supervised practice, seminars, courses, and annual refreshers, which shall be kept in the individual employee’s file. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Insert the Name of the Staffing Agency Here) may reimburse the employee for some trainers if required by the job site.

**PROCEDURES**

1. Employees shall document the following information for all training and developmental sessions, which include, but are not limited to:

1. employee’ name;
2. employee’s position;
3. title of job description;
4. date(s) of general and specific orientation, workshops, in-services, seminars, course, etc.
5. topic of training/development;
6. name of instructor providing training/development;
7. qualifications and job position of instructor providing training/development; and,
8. copy of any certificate issued for completion of the training/development for placement in the individual employee’s file.

2. All documentation of training shall be submitted to the employee’s supervisor

3. Supervisor shall oversee the Record of Training, in order to keep it up-to-date by ensuring that employees record the required training/development information and submit it for placement in their individual file.

FORM

1. Staff Record of Training

# SCREENING AND HIRING

Any candidate desiring employment must file an application and be screened. The applicant's eligibility will be based on the qualifications for the position. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Insert the Name of the Staffing Agency Here) is utilizing \_\_\_\_\_\_\_\_\_\_\_(name of background check company) for background screening support. The following is a list of reports utilized:

1. NATIONAL CRIMINAL DATABASE

2. SOCIAL SECURITY VERIFICATION & ADDRESS HISTORY

3. NATIONAL SEX OFFENDER & VIOLENT ABUSE REGISTRY

4. OFAC TERRORIST WATCH LIST

5. CREDIT REPORT

6. EDUCATION VERIFICATION-HIGHEST DEGREE EARNED-RN, LPN..

7. PROFESSIONAL LICENSE/CERTIFICATE VERIFICATION

8. DRIVING HISTORY REPORT

9. STATE LAW ENFORCEMENT (State Criminal Check)

10. LABCORP STANDARD 10 PANELORDER AFTER POSITIVE RESULTS

1. The Application package must be submitted which reflects the following and must be furnished on or before the first day of employment:

a. Name, address, SSN, date of birth, Next of Kin, etc.

b. All employment history

c. At least two references

d. The applicant’s education

e. Any special qualifications and abilities pertinent to the position for which he/she is applying:

2. The applicant will also provide:

a. A copy of his/her driver’s license

b. Evidence of automobile liability insurance

c. A completed W-4 form

d. An Alien Registration card, if applicable

e. For professional employees a license copy

f. Documentation concerning continuing education, if appropriate

g. A copy of his/her CPR certification if required by the job site

h. A signed and dated Job Description form

i. A completed W-9 form, if appropriate

j. An I-9 Naturalization form , if appropriate

k. A copy of a diploma degree or a transcript.

3. Each employee’s health record shall be maintained in a separate employee file, if the employee has direct client contact. The record must include:

a. A physical examination certifying that the employee is free of communicable diseases.

b. Tuberculosis testing if required by the job site is undertaken with a Mantoux intradermal skin test and is required of staff that has not had a Mantoux test within the past six months. If the result is positive, appropriate follow-up must be obtained (i.e. chest x-ray). Chest x-ray is required every five years for employees with a positive PPD test. A TB Questionnaire must be completed each year during the four years between x-rays.

c. Employees who have a negative PPD receive a Mantoux test every year.

d. Evidence of acceptance or declination of Hepatitis B vaccine, which is offered to each new employee having client contact upon hire.

4. The prospective employee's prior education, training and experience are verified prior to employment. This is accomplished by obtaining copies of resumes, applications, references, diplomas, licenses, certification and workshop attendance records.

6. A Criminal Background Check shall be obtained from the State Police within 30 days of hire. If a Background Check has already been obtained it will be acceptable if it is no more than 90 days old. It will be filed in a separate folder marked confidential. If an applicant is denied employment because of a background check, it will be explained to him/her and a copy of the background check will be provided.

8. There is a three month probationary period for office workers, professional and paraprofessional field staff:

a. A job performance evaluation report is prepared by the employee's supervisor at the end of the probation period. The report is discussed with the employee before being submitted with recommendations to the President/CEO as to the continuation of employment after the probationary period.

b. The supervisor may terminate a probationary employee in a conference with the reason(s) for the termination outlined in writing. No notice is required.

9. Professional License Verification: Verification of current licensure for professional disciplines will be obtained from the appropriate state licensing board.

a. The Agency becomes informed of a person’s conviction under the laws of another state, Federal law, or the Uniform Code of Military Justice for an offense containing elements that are substantially similar to the elements of an offense listed under State Code.

b. A person is listed in the Nurse Aide Registry as unemployable due to findings of abuse, neglect or mistreatment of a consumer of any agency or facility licensed under Health and Safety Code or misappropriation of a consumer’s property

c. If it is determined that the person is listed in an Employee Misconduct Registry as unemployable due to a finding that the person has committed an act that constitutes reportable conduct as described in the state code.

10. Criminal History records and the information they contain may not be released or otherwise disclosed to any person or entity other than the subject of the information except on court order or with written consent of the person being investigated. If the Agency has reason to believe that an employee has abused, exploited or neglected a client, the Agency/job site must report the information upon discovery to:

* The State appropriate entity for the reporting of patient abuse

11. The Criminal History Check is filed in a separate folder marked confidential.

12. Violations related to employees licensing or certification will be reported to the appropriate

# 

# HEALTH SCREENING

**PURPOSE:**

To ensure adequate health status of each worker and to ensure quality of each worker to perform essential job functions.

To ensure all agency personnel working under contract are free from communicable disease before providing direct client care.

**POLICY:**

Each employee and independent contractor having direct contact with patients may be required to have documentation of baseline health screening prior to providing care to patients.

**PROCEDURE:**

1. On the date of hire the employee will be asked to furnish a physical that has been completed within the past 6 months if required by the job site. The physical must be performed by a M.D, D.O or ARNP and include at a minimum:

a. A statement of good health: the employee is capable of performing the physical tasks associated with the job.

b. A statement that he/she is free of communicable diseases with evidence of TB testing if required by the job site.

c. The employee will be counseled about the potential occupational hazard of Hepatitis exposure.

1. If the employee has been vaccinated, evidence will be entered into the personnel file. A personal statement of vaccination is enough to satisfy this requirement.
2. If the employee has not been vaccinated:
3. The vaccine will be offered at no cost to the employee.
4. If the employee refuses the vaccine, evidence will be entered into the personnel file.

2. If any employee or contractor develops symptoms of an infectious disease, he/she will immediately inform the Administrator.

a. Symptoms to be reported include but are not limited to:

1. Fever
2. Weakness
3. Unexplained weight loss
4. Night sweats
5. Productive cough
6. Occasional coughing of blood
7. Chest pain

b. He/she will not be allowed to return to the job site until he/she furnishes a Physician’s Statement of Good Health.

c. All infections requiring an employee to take antibiotics will be logged.

3. **All health-related information entered into the personnel file is confidential.** The Agency will not release the information unless required by law.

4. Employees will be notified via e-mail, special notice posted on web site, and verbally of seasonal availability of the flu vaccine. Employees may be required to receive flu vaccinations on a yearly basis to comply with job site Health Screening Policy. Employees are required to submit proof of vaccination to the Director Administration.

# TB TESTING

**POLICY:**

Health care workers may be required to have annual TB screening; no person with active TB will be allowed to see patients at their assigned job site. Applicants provide certification of TB Testing prior to hire and this documentation is filed in the personnel health file.

**PROCEDURE:**

1. Pre-employment physical evaluation questionnaire to be filled out and signed by employees, verifying absence of any signs and symptoms of communicable diseases including:

a. Fever

b. Weakness

c. Unexplained weight loss

d. Night sweats

e. Productive cough

f. Occasional coughing of blood

g. Chest pain

2. Employee or contract staff shall provide documentation of completion of a tuberculin (TB) skin test, via the Mantoux method.

a. Following the baseline tuberculin skin testing, repeat skin testing shall be completed at least once a year, after any possible exposure and as required by the state health department due to local outbreaks of the disease.

b. If the employee has had a significant reaction to a Mantoux test upon employment or within the two (2) years prior to working in a position involving direct client contact, or has a significant reaction to a Mantoux test in repeat testing during the course of employment, the employee and the agency must have documentation of a negative chest x-ray.

c. If the employee has had a significant reaction to a Mantoux test more than two (2) years prior to working in a position involving direct client contact, the employee must provide documentation of a non-significant chest x-ray taken within the previous twelve (12) months or documentation that they have completed, or are currently completing a course of tuberculosis preventative therapy.

d. Employees who have been exposed to active tuberculosis must document a non-significant result of a Mantoux test or chest x-ray administered no earlier than ten (10) weeks and no later than fourteen (14) weeks after the exposure.

3. If the employee was immunized and have been tested positive over the course of years, they require documentation of a medical evaluation, which may consist of a chest x-ray and/or prophylactic antibiotic therapy.

# COMPETENCY EVALUATION

**PURPOSE:**

To assure the health care professional providing services are trained, competent and able to respond to needs of patients in safe and effective manner.

To identify areas for performance improvement based on ongoing evaluation of performance and satisfaction of customers.

**POLICY:**

1. Individuals working in the agency must furnish proof of certification as required by law, policy or standards of practice.

2. The agency will establish a program that allows for objective, measurable, assessment of the person’s ability to perform required activities.

a. The assessment will verify and focus on the individual staff knowledge and skill appropriate to assigned responsibilities, communication skills, and the ability to respond to patient needs within their scope of responsibility.

b. Competencies will address:

1. staff knowledge and skill in their respective profession
2. Scope of services offered by Agency.
3. Areas identified in Performance Improvement Process.

3. Competency evaluations will be completed by individuals who have the knowledge and skills to assess performance and ability.

4. All competencies will be documented, and actions will be taken when opportunities for improvement are identified.

**PROCEDURE:**

1. All new health care professionals will be assessed for competency based on the expected requirements for the position. The qualifications for the positions will be identified in the position description given at the time of hire. Resumes and reference checks will verify the education and professional experience of each individual prior to accepting the position with the agency.

2. Skills tests including written tests will be completed as determined by the agency policies and individual assessments. Certifications or verification of skill from other employers will be considered in determining competency. A passing score of 80% is required.

3. Annual performance reviews will address competencies in areas of essential function.

4. Professional staff will be evaluated by supervisors/peers who have demonstrated competencies in the areas in question.

5. If perspective employee fails to achieve required score, he/she will be retested in 2 weeks after reviewing appropriate materials.

# PERFORMANCE EVALUATIONS

**PURPOSE:**

1. To review job performance, based upon the job description, and to clarify job duties, goals, objectives, and performance standards expected for each staff member.

2. To recognize good performance and accomplishment of goals.

3. To document performance, career development progress and job related activities.

4. To encourage personal development of job skills and knowledge through consistent, thorough coaching and counseling.

5. To review job descriptions to determine appropriateness.

6. To determine need for further training.

7. To provide a basis upon which to make salary decisions.

8. To facilitate open, developmental communications between the employee and the supervisor.

**POLICY:**

A competency based performance evaluation will be conducted for all employees after the probation period (90 days) at one (1) year of employment and at least annually thereafter. In addition, there shall be an ongoing informal performance review process to ensure continued employee growth and development. Performance

All employees will meet with their immediate supervisors to clarify duties, responsibilities, and goals and to discuss the employees current performance related to the performance expectations of the position.

**PROCEDURE:**

1. The Agency Manager or designated supervisor will make an on-site supervisory visit with each employee at least once every 12 months.

2. A criteria based performance evaluation will be conducted at least annually by the appropriate supervisor.

3. The completed performance evaluation form will be reviewed and signed by the person performing the evaluation and the employee.

4. The original completed performance evaluation will be retained in the employee’s record, and a photocopy will be provided to the employee.

CROSS REFERENCE POLICY OR FORMS

1. PERFORMANCE EVALUATION

# PERFORMANCE EVALUATION FORM

**Employee Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Year: \_\_\_\_\_\_\_\_\_**

Level 5: Exceptional

Performance far exceeded expectations due to exceptionally high quality of work performed in all essential areas of responsibility, resulting in an overall quality of work that was superior; and either 1) included the completion of a major goal or project, or 2) made an exceptional or unique contribution in work unit, department, or organization objectives. This rating is achievable by any employee though given infrequently.

Level 4: Exceeds expectations

Performance consistently exceeded expectations in all essential areas of responsibility, and the quality of work overall was excellent.

Level 3: Meets expectations

Performance consistently met expectations in all essential areas of responsibility and the quality of work overall was very good.

Level 2: Improvement needed

Performance did not consistently meet expectations – performance failed to meet expectations in one or more essential areas of responsibility.  A professional development plan to improve performance must be outlined, including timelines, and monitored to measure progress.

Level 1: Unsatisfactory

Performance was consistently below expectations in most essential areas of responsibility, and/or reasonable progress toward critical goals was not made. Significant improvement is needed in one or more important areas. A plan to correct performance, including timelines, must be outlined and monitored to measure progress.

|  |  |  |
| --- | --- | --- |
| **Employee Rating**  **Circle:**  **1-2-3-4-5** | **Scoring Dimensions** | **Manager Rating**  **Circle:**  **1-2-3-4-5** |
|  |  |  |
| 1-2-3-4-5 | **Service Excellence:**   1. Understands and supports Company Mission and Goals 2. Responds to an inquiry or problem in a timely and effective manner. 3. Follows up on requests to ensure needs have been met. 4. Anticipates and appropriately prioritizes needs. 5. Makes patient/customer satisfaction a high priority. 6. Exhibits diplomacy and professionalism when dealing with patients/customers. 7. Maintains a positive attitude. | 1-2-3-4-5 |
| 1-2-3-4-5 | **Team Work/Cooperation:**   1. Participates during meetings to solve problems 2. Listens to, acknowledges and respects others’ point of view 3. Identifies barriers and seeks to resolve problems calmly 4. Maintains positive working relationships with people, both internally and externally. 5. Offers assistance when help is needed. | 1-2-3-4-5 |
| **Employee Rating**  **1-2-3-4-5** | **Scoring Dimensions** | **Manager Rating**  **1-2-3-4-5** |
|  |  |  |
| 1-2-3-4-5 | **Communication (verbal & non-verbal):**   1. Demonstrates clarity and professionalism in written/oral communication. 2. Uses effective listening skills to identify important information and respond appropriately. 3. Shares information as required and invites dialogue. 4. Communicates tactfully both internally and externally. | 1-2-3-4-5 |
| 1-2-3-4-5 | **Judgment/Decision Making:**   1. Works to see all angles of a problem or issue before moving forward. 2. Involves others as appropriate. 3. Draws timely conclusions based on data analysis, as well as own judgment and good business sense. 4. Anticipates the consequences of decisions (e.g., how they may impact others). 5. Acknowledges a decision or plan that is not working and adjusts accordingly. | 1-2-3-4-5 |
| 1-2-3-4-5 | **Quality & Process Improvement:**   1. Plans how to eliminate unnecessary activities and procedures in order to improve efficiency, reduce cost, and make better use of resources. 2. Proposes innovative, cost-efficient approaches for dealing with a serious or persistent problem. 3. Takes initiative to identify work-related problems that need to be solved. | 1-2-3-4-5 |
| 1-2-3 | **Compliance with Standards: (**Highest score possible is Meets)   1. Understands and adheres to Federal and State regulations, as applicable 2. Meets individual employee requirements, such as licensure, certification, continuing education, competencies, education, annual health requirements; attends required meetings 3. Adheres to Company work rules, including attendance, dress code, safety rules, etc. 4. Understands and adheres to agency policies and procedures and Corporate Compliance guidelines 5. Treats confidential information with respect and integrity. | 1-2-3 |
| **Employee Rating**  **1-2-3-4-5** | **Scoring Dimensions** | **Manager Rating**  **Circle:**  **1-2-3-4-5** |
|  |  |  |
| 1-2-3-4-5 | **Adaptability/Tolerance for Stress:**   1. Remains calm and poised in stressful circumstances 2. Shifts attention quickly to respond to the unexpected 3. Is open to considering new ideas 4. Handles change and ambiguity appropriately 5. Demonstrates flexibility and tolerance | 1-2-3-4-5 |
| 1-2-3-4-5 | **Quality of Work**   1. Produces work that is consistently accurate, thorough and timely 2. Develops plans that are appropriate to meet patient/customer needs 3. Demonstrates appropriate level of skill required for position 4. Results of work meet position/department standards 5. Works proactively 6. Strives for excellence and continuous improvement in his or her own skills. | 1-2-3-4-5 |
| 1-2-3-4-5 | **Productivity**   1. Meets productivity standards of position/department 2. Determines priorities for different activities and plans time accordingly 3. Manages time effectively 4. Meets deadlines on consistent basis 5. Is able to balance multiple tasks | 1-2-3-4-5 |
| 1-2-3-4-5 | **Accomplishment of Annual Goals**    1. Met desired results of goals set for the year. | 1-2-3-4-5 |

**Supervisor Summary of Performance:**

**Staff Development Plan**

|  |  |  |
| --- | --- | --- |
| **Goal**  (Area for growth or improvement) | **Strategies**  (Steps to meet goal) | **Target Date**  (Completion) |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Next Check-in Date Employee Signature and Date Supervisor Signature and Date

# IN - SERVICE EDUCATION/STAFF DEVELOPMENT

**PURPOSE:**

To assure employees are provided with opportunities to develop and expand their knowledge appropriate to their responsibilities and to the maintenance of skills necessary to serve our clients and their patients.

**POLICY:**

In-service training or continuing education programs will be provided and documented for employees. Programs will be appropriate to their responsibilities and to the maintenance of skills necessary to care for Agency clients.

**PROCEDURE:**

1. All staff members will attend in-service education programs annually. These programs will be based on identified staff needs and continuing education requirement for each professional discipline.

2. The Agency Manager or designee will assure that programs are offered as required. Ongoing programs will be offered as new equipment is introduced,

3. Staff input will be sought regarding topics presented and others needed.

4. Records on in-service education programs will be maintained and attendance will be documented.

5. Educational programs may be held in conjunction with client/company serviced other health care organizations. Employees who attend staff development programs outside the agency and submit documentation of attendance to be included in the employee’s record.

6. The agency will maintain the following documentation of in-service/staff development programs:

a. Résumé or curriculum vitae of presenter

b. Program subject, date, and content or summary

c. Copy of handouts

d. Program attendee names and titles

7. Agency will comply with in-service education requirements as established by the state board licensing entity.

8. All employees must attend in-service programs determined by the agency to be mandatory for all staff.

9. At the discretion of the agency, employees may attend in-service programs during the course of their workday and will be given time off with pay to attend such programs.

10. In-service not sponsored or authorized by the agency may not be attended during the workday without the express approval of the agency.

11. Payment of registration fees and related expenses will be at the discretion of the agency with prior approval from the appropriate supervisor.

# ATTENDANCE/ REPOSNISBILITES

**POLICY:**

Our ability to provide security for all our jobs depends largely upon employee punctuality and regular attendance. If an employee finds it necessary to be absent or late for any reason, it must be reported in a timely manner to their supervisor. Due to the nature of our service, personal appearance and cleanliness are of extreme importance. Employees are expected to be neat, clean and conservative in dress accessories.

**PROCEDURE:**

1. Regular attendance during scheduled hours of work, reporting to work on time and continuing to work until the end of the work period are expected.

2. Unplanned absences must be reported as early as possible to the supervisor. An after hour’s answering service is available. Failure to follow through with a phone call is inexcusable and may result in nonpayment. Notification is required each day an employee is absent unless the management is notified when the employee will return to work. If an employee cannot return when expected, it is his/her obligation to again notify the Agency prior to the expected return date.

3. The following is a list of minimum guidelines which the Agency expects to be followed while on duty:

a. The employee will receive an ID badge when beginning his/her first assignment. The employee is expected to **wear it at all times** while on duty.

b. All paraprofessional employees are expected to dress professionally. No clogs or open toe shoes are to be worn. No scrubs under any circumstances unless required by the job site.

# STAFF RIGHTS

**POLICY:**

All employees have rights and are entitled to fair, consistent and professional treatment including but not limited to the following:

1. Staff may request a change in assignment because of a personality conflict.

2. Staff may complain without fear of repercussion.

3. Staff has the right to special consideration to accommodate personal requests arising from cultural or religious practices.

4. Staff has a right to be treated in accordance with the Agency mission and vision.

5. Staff is to receive information in a timely manner.

6. Staff is entitled to a workplace free from solicitation and distribution of unsolicited material.

# EMPLOYEE ACCIDENT/INJURY REPORTING POLICY

**PURPOSE:**

This policy provides procedures for accident reporting resulting from workplace injuries, and in the investigation of all such accidents, including corrective measures to prevent recurrences.

**POLICY**

All agency employees share the responsibility for maintaining safety by practicing good safety habits and by avoiding carelessness. Any real or potential safety hazard or environmental health hazard should be reported immediately to the employee job site supervisor and the agency supervisor.

**INSURANCE COVERAGE:**

Agency employees are covered by Workers’ Compensation insurance. Under Workers’ Compensation laws, employees receive payment on their behalf for required medical expenses and lost time due to injuries that occur on the job. Failure to submit an accident report promptly may result in loss of payment, or delayed payment, of Workers’ Compensation benefits.

**REPORTING THE ACCIDENT:**

The following steps should be followed when an employee is injured:

1. Any on-the-job accident or injury, no matter how minor the injury may seem, must be reported immediately to the job site supervisor and the agency supervisor immediately.
2. As a minimum, all callers should relay the following:
3. Caller’s name and job site telephone extension.
4. Type and location of emergency.
5. Name of injured and extent if known.
6. The supervisor will provide instructions to seek medical treatment based on the type of injury and severity

**REPORT FORM PROCESS**

All accidents resulting in injury regardless of severity will be documented and investigated initially by the Administrator.

Additional investigations may be conducted by the client/job site where the incident occurred, police, fire, OSHA etc.

1. The Administrator will take an initial report on all accidents and injuries.
2. Copies of the reports involving employee injuries are kept on file in the Benefits Office in the Human Resources Department. Employees requiring copies of these reports should contact the Human Resources Department.

CROSS REFEFERENCE POLICY OR RELATED FORMS

1. Incident Form

# 

# WAGE ASSIGNMENTS/BENEFITS/GARNISHES

**SUMMARY OF BENEFITS**

Full-time and part-time employees are entitled to the following benefits:

1. AT 90 DAYS

a. Performance Evaluation.

2. AT ONE YEAR

a. Performance review and benefits.

b. Eligible to use paid time off.

**SALARY PLAN**

The Administrator shall, from time to time, recommend to the Board of Directors changes in the overall pay plan due to changes in the local salary structure, economic conditions, Agency operations, experience and other factors. Such changes to the general plan shall become effective only after Board of Directors approval.

Wages for all positions for salaried and hourly employees shall be determined in accordance with factors such as needs of the Agency and local competition. The Agency shall maintain a salary scale by position classification which shall be used as the basis for supervisors and/or the Administrator to set wages for individuals.

**SALARY INCREASES**

Employees may, upon approval from their supervisor and/or the Administrator, receive a salary increase.

Schedules of pay for categories of employees may be increased without an overall increase for all employees if approved by the supervisor and the Administrator.

Merit increases may be granted to individual employees at the discretion of the supervisor and the Administrator.

**SALARY REDUCTIONS**

An hourly or salaried employee may, for just cause, be reduced in salary.

Notice of an intention to effect a pay reduction and the reasons for such action shall be given to the employee by the supervisor and/or Administrator in a timely manner prior to the effective date of the reduction and in accordance with state regulations.

**PAY FOR CONTRACTUAL EMPLOYEES**

When employees are retained on a contractual arrangement, the Agency shall pay for the services rendered in the manner specified in the contract.

Checks will be mailed unless otherwise requested by the contractual employee.

**HOLIDAYS**

The Agency recognizes these holidays:

1. Christmas Day
2. Thanksgiving
3. New Year
4. July 4th
5. Memorial day

Holiday pay is payable only if you are scheduled to work that holiday for hourly employees. All requests for holiday time off work should be submitted to the Administrator or Supervisor. Conflicting requests will be resolved by seniority. Salaried/Administrative employees are paid for holidays with time off.

If you are a full-time, modified full-time or regular part-time employee and are required to work on holidays, you will be paid time and a half. If you are asked to resign, you will not receive any paid benefits, paid time off or holiday time.

Full-time salaried, full time hourly and part time hourly, earn vacation paid time off at the rate of **\_\_\_\_\_** per billable hour.

Once you have completed one year of employment, you will be able to take paid time off that you've earned (accrued) with the approval of the Administrator or Supervisor. Seniority determines the granting of conflicting requests. Paid time off must be used in whole hours. Paid time off will not carryover, it must be used in the calendar year it is accrued.

Your paid time off will accrue for:

1. Regular hours worked

2. Paid time off days

3. Holiday hours worked for hourly.

Your paid time off will not accrue for:

1. Overtime hours

3. Unpaid leaves of absence

If you resign, in order to receive the benefits that you have accrued, you must give us your notice of resignation in writing with adequate notice (2 weeks) and actually work during this period. We consider adequate notice to be twice your normal paid time allowance or two weeks whichever is the least time. If you provide this notice and work out the appropriate period, you will be paid for your accrued days paid time off. Otherwise, you will forfeit your accrued benefits.

**LEAVES OF ABSENCE**

If you are a full-time or part-time employee and have completed your probationary period, you are eligible to apply for a leave of absence. You must make your request at least two weeks before the time off desired and your request must be approved by the President/CEO.

Some types of leaves of absence are paid and some are unpaid.

Paid leaves of absence and the maximum amount of time allowed:

Military (training periods)...up to 2 weeks

Unpaid leaves of absence:

1. Education

2. Maternal/paternal/adoption

3. Medical Military (Active duty)

4. Personal

**NOTE:** No leave of absence extending beyond 30 days will be granted except for active military duty.

If you need to extend the time that is allowed for your leave of absence, you must request the extension in writing and have it approved otherwise, your leave will be considered an automatic resignation. We cannot guarantee that your job will be available after 30 days leave of absence.

During your leave of absence, you will not be eligible for any wage increase that might have accrued and your annual merit review will be delayed by the amount of time of your leave.

**BEREAVEMENT LEAVE WITH PAY**

This will be granted to you if a member of your immediate family dies. Your immediate family is defined as your husband or wife, your children, your mother or father, your brother or sister. You are permitted three days of leave with pay. If you travel outside the state two additional days are given.

**JURY DUTY LEAVE WITH PAY**

This will be given to you during the period you are called by the courts to serve as a juror. Some employees may be exempt from jury duty.

**MILITARY DUTY LEAVE WITH PAY**

This concerns reservists who have a responsibility for summer training. You are required to return your military pay to the Agency, except the portion that is paid to you for travel or other out-of-pocket expenses.

**MILITARY LEAVE WITHOUT PAY**

This is granted if you are inducted or recalled into military service. Your re-employment rights are protected by federal law.

**MEDICAL LEAVE WITHOUT PAY**

This may be granted upon the advice of your physician.

**PERSONAL LEAVES WITHOUT PAY**

This may be available for personal emergencies if you are considered above average in your work performance and overall evaluations.

**EDUCATIONAL LEAVE WITHOUOT PAY**

An employee may be granted educational leave when the leave is for the purpose of enabling the employee to obtain educational training necessary for the betterment of the service rendered to his position and the Agency.

**WORKER'S COMPENSATION**

This Agency provides Workers Compensation for their employees.

No overtime will be worked or paid unless prior authorization is received from the Administrator. Examples of unauthorized overtime would be: working past your time then asking for approval, clocking-in late and making up that time without approval, etc. This also includes clocking-in early.

**GARNISH POLICY:**

In accordance with state and local regulation, we comply with garnishments and wage assignments directed against an employee's earnings.

# 

# CITIZENSHIP/EMPLOYMENT AUTHORIZATION

**POLICY:**

Employees must be a citizen of the United States or submit authorization from the United States Government permitting gainful employment in this country. Alien Registration Card, Visa or other Immigration and Naturalization Service document must be presented at time of application.

# PROMOTIONS/DEMOTIONS/DICIPLINARY ACTIONS

**POLICY:**

When there is an opportunity for a promotion, it is our policy to give first consideration to employees who have a proven record of ability, efficiency, professional conduct and seniority. Any change in job assignment will require an orientation to the specific job requirements and responsibilities.

From time to time, an employee is unable to perform the duties of the job he or she was hired to do although a sincere effort has been made. Rather than terminate such an employee, we will make every effort to relocate him or her to a job that is more appropriate.

Our Agency clearly recognizes the right of every employee to end his or her employment at any time for any reason. Likewise, we reserve the right to make the final decisions regarding the initial hiring and continued employment or termination of any employee in accordance with company policies and procedures.

If we find we must terminate your employment for reasons other than a gross violation of company rules, we will make every effort to give you two weeks' notice or pay in lieu of notice. If you are terminated for a gross violation of company rules, you will be dropped from our payroll immediately. In either case, you will not receive accrued benefits. Employees who are terminated during the 90-day probation period will receive no notice or pay in lieu of notice.

If you leave the Agency's employment, you will be required to pick-up your last check on your next regular payday. Before the check is released to you, you must turn-in all property belonging to the Agency or job site, i.e., office key, employee badge etc.

Disciplinary actions may include one or more of the following:

1. Oral Reprimand (informal counseling).

2. Written Reprimand (formal counseling).

3. Probation.

4. Suspension without pay not to exceed 90 days.

5. Termination.

Disciplinary actions listed herein may be caused by one or more of the following but not limited to:

1. Excessive absenteeism, habitual tardiness.

2. Insubordination

3. False statement on employment application.

4. Incompetency or inefficiency.

5. Falsification of client records and/or work records.

6. Negligence or willful conduct which causes potential harm to client.

7. Violation of organization or client confidentiality.

8. Abusive behavior.

9. Intoxication on duty.

10. Unprofessional action.

11. Stealing.

12. Unlawful acts.

13. Refusal to perform responsibilities of position.

14. Inappropriate language: threatening, abusive, profane, or sexual in nature.

15. Not adhering to Agency policies and procedures.

16. Drug or Alcohol use on the job.

# CONFIDENTIALITY OF CLIENT INFORMATION

**POLICY**

Agency personnel must read and sign their acknowledgment of the following statement:

By accepting employment with Agency, I agree to carefully refrain from discussing any patient’s condition or personal affairs with anyone outside the agency, unless expressly authorized to do so. I will not share any medical information with other clients or visitors without clear instruction provided to the agency. I acknowledge that all information seen or heard regarding patients, directly or indirectly, is completely confidential and is not to be discussed, even with my family or coworkers. My job as an employee requires that I govern myself by high ethical standards. Failure to recognize the importance of confidentiality is not only a breach of professional ethics, but can also involve an employee in legal proceedings. I will not share any Information about patient, the agency or assigned job site/company with the media. This is essential for protection of both the patient and Agency.

I have read and understood the above statement and agree to abide by these policies. I understand that a breach of policy may result in disciplinary action and possible dismissal from employment.

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

Witness Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# EMPLOYEE CONFIDENTIALITY AGREEMENT (PER HIPAA REGULATIONS)

For good consideration and as an inducement for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Insert the Name of the Staffing Agency Here) (employer) to employ\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (employee), the undersigned Employee hereby agrees not to directly or indirectly use, manipulate or copy compete any patient health information (PHI), to include personal health information or personal contact information (address, phone, email address, etc.) with the business of the Agency and its successors and assigns during the period of employment. Misuse of PHI or personal contact information will result in termination and report with action to HIPAA federal agencies. Fines related to civil and criminal offences for gross misconduct with the above information are the direct responsibility of said employee.

The Employee acknowledges that the Agency shall or may in reliance of this agreement provide Employee access to trade secrets, customers and other confidential data and good will. Employee agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party or for their own personal or monetary gain.

The Employee agrees to not copy and to return all such Agency/job site supplied Information immediately upon termination of employment. Further employee agrees not to solicit any of the customers or employees of employer for any purpose for a period of two years after termination.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

Signed this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee

# SEXUAL HARASSMENT

**POLICY:**

It is the policy of this Agency not to condone or permit any sexual harassment of our employees. This would be in violation of Title VII of the Civil Rights Act of 1964 and it is against our policy for any employee, male or female, to sexually harass other employees.

**PROCEDURE:**

1. Sexual misconduct includes but is not limited to:

a. Making sexual advances.

b. Requests for sexual favors or other verbal physical conduct of a sexual nature as a condition of an employee's employment.

c. Making submission or rejection of such conduct the basis for employment decisions affecting the employee.

d. Creating an intimidating, hostile or offensive working environment by such conduct.

2. Sexual harassment may take different forms. Examples of several types of forms are:

a. Verbal sexual innuendo, suggestive comments, jokes of a sexual nature, sexual propositions or sexual threats.

b. Non-verbal sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling or making obscene or suggestive gestures.

c. Unwanted physical contact, including touching, pinching, brushing against the body, coerced intercourse or assault.

3. If an investigation into a sexual harassment complaint concludes that an employee violated this policy by sexually harassing another employee, a management representative will be made available to receive the complaint and will immediately investigate the charge and make appropriate recommendations for disciplinary action. The management representative investigating the complaint will be of the same gender as the employee making the complaint.

# DRUG/ TOBACCO AND ALCHOL POLICY

**POLICY:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Insert the Name of the Staffing Agency Here) recognizes that substance abuse in our nation and community exacts staggering cost in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs and diminished interpersonal relationship skills. We are committed to solve this problem and to create and maintain an ALCOHOL and DRUG-FREE work place at the agency and assigned job site. Violation of this policy will be cause for immediate dismissal.

Our Agency seeks to foster the health and safety of all its employees and visitors. Tobacco products pose a significant risk to the health of the user. Additionally, in sufficient concentrations, side-stream smoke can be hazardous to non-smokers in the work environment. We are committed to ensure that each employee has a safe and healthy working environment and to create and maintain tobacco-free work places. All applicants and employees are hereby notified of the tobacco-free work places. The use of tobacco related products is prohibited at any assigned job site. Anyone wishing to smoke must smoke outside at only outside areas designated for smoking. All employees shall abide by the terms of the tobacco-free work places policy as a condition of employment.

**PROCEDURE:**

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Insert the Name of the Staffing Agency Here) does not presently perform routine drug testing on its employees but may do so at its discretion or as required by the job site.

2. If the Agency determines that drug testing is in the best interests of the Agency, all employees will be notified in writing of our intention to require drug testing on specific or all categories of employees having contact with clients.

# TERMINATION

**POLICY:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Insert the Name of the Staffing Agency Here) shall reserve the right to terminate the employment relationship with an employee at any time. The termination may be with or without cause. If it is found that an employee has failed to truthfully disclose information about his/her past history, including felony convictions, termination may be immediate. Termination of an employee must have the prior authorization of the Administrator.

**PROCEDURE:**

1. Upon the resignation or termination of an employee, the immediate supervisor must:

a. Document the reason(s) for termination and document the exit interview, if applicable.

b. Secure the return of all agency property, records, and keys.

c. Notify appropriate agency department/job site of the termination, including the payroll department.

2. All terminated agency employees participating in group insurance benefits will be given an opportunity to continue the coverage at their own expense for a period of eighteen (18) months from the date of termination. All premiums must be received by the first of each month or the coverage will be terminated.

3. All earned, unpaid benefits will be paid to the terminated employee within 30 days of termination.

# EMPLOYEE GRIEVANCE POLICY

**PURPOSE:**

The grievance system is provided to allow a means for employees to present problems or complaints about their work to management in an orderly way so as to expedite decisions and promote good employee relations.

**POLICY:**

Employees who feel they have not received fair treatment may file a grievance. The grievance may be in regard to the interpretation or application of, or compliance with, their working agreement, or with respect to any disciplinary action taken against them, including the reasonableness of any agency rule or regulation under which the disciplinary action may have been taken.

**PROCEDURE:**

1. The complainant should report the grievance in writing to the Agency Manager/Immediate Supervisor.

2. The Agency Manager/Supervisor shall review the grievance and confer with the complainant within three (3) working days after receipt to indicate what action will be taken. The Agency Manager/Supervisor shall have fifteen (15) days after receipt of the complaint to resolve it.

3. If the grievance has not been resolved at that point, the Agency Manager shall notify the complainant that the grievance is being forwarded to the Administrator of the agency, who shall have an additional ten (10) days in which to resolve the grievance.

4. If the grievance has not been resolved at that point, the grievance shall be submitted to the Governing Body. The Governing Body shall have fifteen (15) days in which to resolve the grievance.

If the grievance has not been resolved at the above levels, the complainant may contact the Office for Civil Rights.

# SUPERVISION OF STAFF

**PURPOSE:**

To ensure staff is demonstrating competence in the area of communication and performing procedures/techniques properly as required by clients.

**POLICY:**

All staff providing services will be supervised as outlined by federal and state regulations and accepted standards of practice.

**PROCEDURE:**

1. Agency staff are supervised by agency supervisors and job site supervisors

2. Agency's supervisors will participate in joint visits with job site supervisors to observe performance at least annually as part of the performance evaluation process and to evaluate individual competencies.

3. Supervisory visits may be performed if trending or reporting systems indicate that the employee requires additional training/supervision.

4. Supervisory visits are documented and documentation will be reviewed on a continual basis either by record audit or site visit.

5. To assist in establishing supervisory needs and evaluating the supervisory process, random surveys are conducted to obtain the client’s perception of care and the employees learning needs.

6. Also, supervisory visits with staff will be performed at the employee’s request.

# EXIT INTERVIEWS

**POLICY:**

At the time of resignation/termination from this Agency, all employees are offered an exit interview. This is an opportunity for the employee to express views about the Agency and to discuss their reasons for leaving. An exit interview form will be complete with specific discussion points. Employee comments will assist us in improving our staff relations and our organizational performance. Employees should be assured that this interview is confidential.

**EXIT INTERVIEW**

|  |  |  |
| --- | --- | --- |
| YOUR COMMENTS ARE IMPORTANT TO US. PLEASE COMPLETE THE QUESTIONS ON THIS FORM. YOUR ANSWERS WILL HELP US DEVELOP RECOMMENDATIONS FOR IMPROVEMENT. PLEASE BE CANDID. | | |
| NAME: | TITLE: | ASSIGNED JOB SITES: |
| DATE OF HIRE: | DATE OF RESIGNATION: | |
| 1. MOST IMPORTANT REASON FOR LEAVING: | | |
| 2. WAS THE INFORMATION GIVEN TO YOU ABOUT HOURS, SALARY, AND JOB DUTIES AN ACCURATE REFLECTION OF WHAT YOU FOUND ON THE JOB? | | |
| 3. WERE YOU ADEQUATELY PREPARED TO PERFORM YOUR JOB? IF NOT, WHAT COULD HAVE BEEN DONE TO HELP YOU PERFORM MORE EFFECTIVELY? | | |
| 4. WHAT DID YOU LIKE BEST ABOUT WORKING FOR THE AGENCY? | | |
| 5. WHAT DID YOU LIKE LEAST ABOUT WORKING FOR THE AGENCY? | | |
| 6. DID YOU RECEIVE SUFFICIENT INFORMATION ABOUT YOUR PERFORMANCE? | | |

# CONTRACTS

**PURPOSE:**

To set standards for Independent Contractors that provides services for our organization.

**POLICY:**

It is the policy of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Insert the Name of the Staffing Agency Here) to clearly identify independent contractors that work with our organization from employees. All independent contractors will complete I-9 forms for employment. The agency will not withhold income taxes, social security taxes or make an employer’s contribution to the worker’s social security fund of Independent Contractors. The agency will report an independent’s contractor’s wages to the IRS during a calendar year.

Clients will be informed if an Independent Contractor is assigned to provide services.

The agency human resource department will screen all independent contractors in compliance with the following:

An in-person interview of, independent contractor, or contractual employee before employment.

All independent contractors must sign our independent contractor form.

Independent contractors must be oriented to the agency policies and procedures and comply with all relevant agency policies and regulations such as state background checks, privacy, neglect and abuse, basic health screening, including tuberculosis screening, verification of employment eligibility, verification of identity and professional licensure and other policies as required by clients.

Independent contractor found or suspected to have any communicable disease will cease services till documentation is provided from a physician or nurse practitioner that the disease condition no longer exists. Independent contractors must sign documentation that they were informed of this policy before services begin.

The agency will confirm the identity of every independent contractor prior to referral. Identification shall be verified by using the individual's current driver's license, other photo identification, including the professional license. The independent contractor must present at least two state issued identification document to verify identity. Copies of identification will be kept in the contractor’s file.

The agency will confirm independent contractor's licensure or certification with the issuing board or department. Confirmation shall be based upon written requests or oral communications with the issuing authority. Confirmations shall be documented in the individual's Licensure confirmation sheet. Documentation must include how confirmation was obtained, from whom, and who made the inquiry on behalf of the agency.

The agency will annually revivify or reconfirm licensure of all of independent contractors who are licensed or certified. If it becomes known to the agency that a licensed or certified individual is on probation with the professional licensing board or the License has been revoked. Such individual will cease to provide services immediately. The agency will also notify the licensed or certified individual that this information has been given to the health care facility or other business entity of employment. A copy of this notification will be kept in the independent contractor's file.

The agency will also maintain on file the names, addresses and contact information of clients/job sites to which the independent contractor is referred for contract. We will also maintain on file the amount of the fee charged to the client/job sites, the title of the position, and the amount of the fee received by the agency.

Independent contractors must sign the independent contractor form which makes them aware of this policy, payment of self-employment estimated taxes and statements to our organization's commitment to compliance with civil rights requirements.

The human resource department shall maintain records of all independent contractors.

**PROCEDURE:**

1. Written service contracts are signed and dated by Administrator and Contractor and are reviewed annually.

2. The contract includes:

a. Services to be provided.

b. Assurance by the contractor of education, training, and qualifications needed to provide the service.

c. Contractor parties may participate in Quality Improvement as applicable.

d. Bills for reimbursement are submitted per contract.

f. The contract will have effective dates and terms for renewal and/or termination.

CROSS REFERENCE POLICY OR FORMS

1. INDEPENDENT CONTRACTOR AGREEMENT

**Travel Nurse Policy**

**PURPOSE:**

To establish guidelines for out of state and international nurse recruitment

**POLICY**

The agency will assist nurses from other state to obtain nursing license or reciprocity license in the state where the nurse will be employed

The recruitment of nurses from other countries shall meet the following guidelines:

The nurse must have graduated from as an accredited Registered Nursing program

Must be licensed as a Registered Nurse (RN) in the country of recruitment

At least 2 years’ experience as a RN

The agency will assist the international nurse to complete a Foreign Educated Nurses (FEN) refresher course. The course consists of 120 hours in the classroom and 120 hours of clinical practice under the supervision of a licensed Registered Nurse.

The nurse must pass an English language proficiency test. Such as Test of English as a Foreign Language (TOEFL), the Test of English for International Communication (TOEIC) or the International English Language Testing System (IELTS) depending on the country of origin. Scored of the test must be sent directly to the state board in the state the nurse will be working.

Upon license from the state board of nursing and the agency’s verification that a nursing license has been issued, the agency will assist the employee with job placements, travel arrangement, room and board

**INDEPENDENT CONTRACTOR AGREEMENT FORM**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by and between:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereafter referred to as Agency, and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereafter referred to as Contractor.

WHEREAS, Agency wishes to subcontract for a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and

WHEREAS, CONTRACTOR desires to enter into a contract with Agency for the furnishing of the following described services upon the following terms and conditions:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is understood and agreed as follows:

1. CONTRACTOR shall provide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on a contract per visit basis, approved by Agency to provide services under the supervision of Agency and as directed by the agency client. It being understood that Agency has the exclusive authority to initiate and discontinue services with clients.

2. It shall be the obligation of CONTRACTOR to ensure that the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is educated in the performance of his/her duties hereunder throughout the term of this contract and provide evidence of same to Agency and other items as specified in paragraph 11. It being further understood that the CONTRACTOR has the responsibility to assure the education training and qualifications applicable to the tasks being performed.

3. This agreement shall commence on the \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, and will continue for twelve (12) months, unless sooner terminated, without recourse except for moneys due. Either party may terminate this Agreement by providing a thirty (30) day written notice to the other party at the address written in Paragraph 16, by certified mail. The contract shall also be renewable for twelve months periods provided there is a mutual written agreement.

4. A monthly statement of services rendered by the CONTRACTOR shall be submitted to Agency; with payment made to CONTRACTOR within fifteen (15) days of the date the statement is received.

5. During the term of this agreement, CONTRACTOR shall maintain public liability and malpractice insurance coverage in at least the following amounts: One Million Dollars ($1,000,000.00) per occurrence, One Million Dollars ($1,000,000.00) aggregate. CONTRACTOR must submit a Certificate of Insurance on said policy to Agency. As evidence of such coverage, CONTRACTOR shall furnish Agency with a Certificate of Insurance prior to commencing service under this agreement and annually thereafter.

6. This agreement shall be construed for all purposes under the laws of the State and may not be changed, modified, altered or amended, except by an instrument, in writing, signed by the parties to this Agreement.

7. If any provision of this Agreement is declared void, such provision shall be deemed severed, so that all of the remaining terms and conditions of the Agreement shall otherwise remain in full force and effect.

8. CONTRACTOR shall indemnify and hold harmless Agency officers and directors from any and all claims, costs, and causes of action against Agency arising out of the performance of this contract by the CONTRACTOR.

9. Title VI of the Civil Rights Act of 1964 prohibits discrimination on grounds of race, color, age, sex, national origin, creed, sponsor, or blindness, and both parties to this Agreement agree to fully comply with the terms of this act.

10. CONTRACTOR shall provide services consistent with the highest degree of client care and shall comply with all of the medical and ethical requirements imposed by state authorities, U.S. Department of Health and Human Services and any other applicable regulatory agency.

11. CONTRACTOR shall provide the following to Agency prior to commencement of services:

Certificate of Insurance for Malpractice and Workman’s Compensation;

Health Examination (valid within one year);

PPD (within one year);

Hepatitis record or declination;

Resume;

CPR Card;

Completed profession Specific Competency Assessment;

HIPAA compliance;

Signed Conflict of Interest Statement

Other requirements shall be kept by the CONTRACTOR in their office address and will be provided to Agency as requested.

12. Services provided by the CONTRACTOR and authorized by Agency shall be compensated as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. These rates are dependent on all paperwork being turned in to agency no later than 48 hours after the visits are complete.

13. CONTRACTOR is performing these services and duties required hereunder as an independent contractor and not as an employee; agent, partner of or joint venture with Agency shall not be responsible for the FICA, FUTA, or income withholding taxes under any provision of the Internal Revenue Code for CONTRACTOR or its employees.

All notices, requests, demands, and other communications required by or permitted hereunder shall be in writing and shall be deemed to have been duly given when received by the party to whom directed; provided, however, that notice shall be conclusively deemed given at the time of its deposit in the United State Mail when sent by certified or registered mail, postage prepaid, to the other party at the following addresses as shall be given in writing by either party to the other:

14. CONTRACTOR is required to adhere to the Agency’s policies and procedures and therapists will be oriented by the Agency to the Agency’s policies and procedures.

15. Contracted staff will wear an identification badge at all times when providing services to Agency clients.

16. CONTRACTOR will begin services to the clients in seven to ten working days. If they are unable to initiate services within this time frame they will notify the Agency and the client/business.

17. The CONTRACTOR will submit all documentation to the Agency within seven days of client service.

IF TO CONTRACTOR:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IF TO Agency:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

18. As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General, The State Health department, CHAP, JCAHO, or any of their duly authorized representatives, CONTRACTOR shall make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services.

19. For the sole purposes of complying with the Privacy Regulations of the Health Insurance portability and Accountability Act (HIPAA), the services provided for Agency by the CONTRACTOR shall be deemed work force members of Agency. Such characterization for HIPAA purposes shall in no way affect the CONTRACTOR- Agency relationship of the parties as set forth in this contract.

20. If the CONTRACTOR carries out any if its duties under a contract through a subcontract, with a value or cost of $10,000.00 or more over a twelve (12) month period, with a related individual or organization, CONTRACTOR agrees to include this requirement of any such subcontract. This section is included pursuant to and is governed by the requirements of 42 U.S.C. Section 139x (v) (1) and the regulations thereto. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by Facility, Contractor, or any Contractor’s Representative by virtue of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first above written.

For Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# CLINICAL STAFF RETENTION PROGRAM

Employee retention is an important element of success of \_\_\_\_\_\_\_\_(name of nurse staffing company). The following employee retention plan has been implemented to ensure employees feel valued, important and invested in the company.

\_\_\_\_\_\_\_\_(name of nurse staffing company), we pay employees more than average wage for positions that could be compensated at that level. We have established a living wage specific to the counties we serve to make sure employees are compensated above the average wage.   
  
**2. Employee satisfaction.**  Our agency regularly performs surveys to gauge employee satisfaction. These surveys are compiled and trended to improve employee satisfaction each department at our agency also works to develop an impact plan focused on improving certain areas of engagement. The plans are reviewed each month, and new objectives are set as needed.   
  
**3. New hires interview process.** Ensuring each new hire is a fit for the organization, both in terms of technical performance and behavioural fit, is a key element of reducing turnover. Our human resources department screens candidates and then the department manager interviews and selects 2-3 candidates who he or she is willing to hire. The selected candidates visit the job sites and meet with co-workers and supervisors to ensure the candidate is a right fit.

**7. Write thank you notes and gift cards.** Our leaders are asked to write four thank you notes per month by hand and include gift cards, which are sent to the employee's home. We use the notes not only as a way to thank employees but also as a way to reach out to the employee's family to let them know how their loved one makes a difference in our organization and at their job sites, something that is particularly impactful if the action observed involved picking up an extra shift or another activity that took the employee away from his or her family.   
 **Employee Assistance Program**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(nurse staffing agency) has voluntary, work-based program that offers free and confidential assessments, short-term counseling, referrals, and follow-up services to employees who have personal and/or work-related problems.