Kenyon HomeCare Consulting

Smarter Solutions.
Better Outcomes.

# Employee Handbook

3717 39th Ave. S.
Seattle, WA 98144
**www.kenyonhcc.com**
gkenyon@kenyonhcc.com
Tel: 206 721 5091

## LICENSE AGREEMENT AND TERMS OF USE FOR *EMPLOYEE HANDBOOK* ELECTRONIC PUBLICATION

**THIS LICENSE AGREEMENT AND TERMS OF USE** ("Terms of Use") is a legal document that governs use of the title ***Employee Handbook*** in downloadable format ("Electronic Publication"). By downloading and purchasing a license to the Electronic Publication, you (the "Authorized Purchaser") accept and agree to comply and be bound by the terms and conditions in these Terms of Use.

1. **COPYRIGHT.** United States and international copyright law and treaties protect the Electronic Publication. Kenyon HomeCare Consulting ("KenyonHCC") owns all copyright and other rights in the Electronic Publication. Copyright © 2000-2014 Kenyon HealthCare Consulting, LLC dba Kenyon HomeCare Consulting. All rights reserved.

2. **REPRODUCTION AND DISTRIBUTION FOR INTERNAL-USE ONLY.** Only an Authorized Purchaser, who registers with KenyonHCC and accepts these Terms of Use, is authorized to download the Electronic Publication. The Authorized Purchaser of the Electronic Publication may then upload a copy of the Electronic Publication on a secured intranet server under the control of the Authorized Purchaser's company and/or may distribute the Electronic Publication in printed or digital form to other personnel within the company. Those personnel may use those copies for the Authorized Purchaser's business purposes, and not for their own personal use. All copies of the Electronic Publication must remain under the control of the Authorized Purchaser. The Authorized Purchaser may also make a copy for the Electronic Publication for backup and archival purposes only, but that copy must remain in the possession or control of the Authorized Purchaser. Acceptance of the Electronic Publication constitutes the Authorized Purchaser's and the company's acceptance of and agreement with all of these Terms of Use. Wider distribution or transfer of the Electronic Publication is strictly prohibited.

3. **PROHIBITION OF SUBLICENSE OR ASSIGNMENT.** Except as permitted in paragraph 2 above, neither (a) these Terms of Use, (b) any rights, interests, duties or obligations under these Terms of Use, (c) the Electronic Publication, nor (d) any part of the Electronic Publication may be (i) sublicensed, (ii) assigned, (iii) stored in a database, (iv) sold, (v) transferred, (vi) lent, (vii) distributed, (viii) displayed, or (ix) given away by the Authorized Purchaser or any employee of the Authorized Purchaser's company without the prior express written consent of KenyonHCC. The Authorized Purchaser will not disable or circumvent any technological copyright protection or digital rights management system. Any attempt to violate the above restrictions constitutes a material breach, which voids and terminates these Terms of Use and thereby voids and terminates all rights to use the Electronic Publication. Any use of the Electronic Publication in violation of these Terms of Use may also constitute copyright infringement of the Electronic Publication, which renders the infringer

©2014. Kenyon HomeCare Consulting, LLC. All rights reserved.

subject to civil damages, injunctive relief, and civil and criminal penalties. Provided that the Authorized Purchaser and the Authorized Purchaser's company comply with these Terms of Use, however, the length of use of the Electronic Publication is unlimited.

4. **ALTERATION; NOTICES.** The Authorized Purchaser may modify or adapt this material to meet state regulations but may not transform, translate, or create any derivative work based on any material included in the Electronic Publication, or otherwise use any such materials in a manner that would infringe its copyright. Each Electronic Publication will include a copyright notice. The copyright notice and any other notices or disclaimers in the Electronic Publication may not be removed, obscured, or modified in any way.

5. **REQUIRED NOTICES.** The Authorized Purchaser shall not assert or represent to any third-party that the Authorized Purchaser has any ownership rights in, or the right to distribute, sell, transfer, or lend the Electronic Publication.

6. **USER WARRANTY.** Authorized Purchaser will use reasonable efforts to ensure the security and integrity of each Electronic Publication, and will notify KenyonHCC promptly of any unauthorized reproduction, distribution, or other use of the Electronic Publication of which the Authorized Purchaser becomes aware.

7. **WARRANTY DISCLAIMER**. Updates to its manuals may be available from KenyonHCC for an additional fee. The Electronic Publication is designed as an instructional guide, and KenyonHCC does not guarantee or warrant that the Electronic Publication is in compliance with the laws and regulations of all jurisdictions concerning home health care and agency home health care as those laws and regulations may change from time to time. **THE ELECTRONIC PUBLICATION IS PROVIDED WITHOUT ANY WARRANTY OF ANY KIND, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The Authorized Purchaser and Authorized Purchaser's company assume responsibility for their own operation and their implementation of the Electronic Publication is solely at their own risk.

8. **LIMITATION OF LIABILITY.** Neither KenyonHCC nor anyone else involved in the creation, production, or deliver of the Electronic Publication shall be liable to the Authorized Purchaser, any other user of the Electronic Publication, or anyone else for damages of any type, including but not limited to any direct, indirect, incidental, special or consequential damages, arising out of or in connection with these Terms of Use or the Electronic Publication. The Authorized Purchaser acknowledges that KenyonHCC has agreed to make the Electronic Publication available in reliance on the exclusions and limitations of liability and disclaimers of warranty set forth above and that the same form an essential basis of the bargain between the parties.

9. **INDEMNIFICATION**. The Authorized Purchaser agrees to indemnify KenyonHCC and its directors, officers, personnel, affiliates and agents, and to hold each of them harmless against any claims, losses, or damages asserted by any person or entity,

©2014. Kenyon HomeCare Consulting, LLC. All rights reserved.

including court costs and reasonable attorneys' fees, arising out of or in connection with its use, or attempted use, of the Electronic Publication.

10. **GOVERNING LAW AND GENERAL PROVISIONS.** These Terms of Use shall be governed by the laws of the United States and the State of Washington, excluding the application of their conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods. If any part of any provision of these Terms of Use shall be invalid or unenforceable, that part shall be deemed to be restated to reflect, as nearly as possible, the original intentions of both of the parties in accordance with applicable law, and the remainder of the Terms of Use shall remain in full force and effect. Each provision of these Terms of Use is intended as a covenant between the parties and as a condition of the license grant. These Terms of Use are the complete and exclusive statement of the agreement between you as the Authorized Purchaser and KenyonHCC with respect to the Electronic Publication, and they supersede any proposal or prior agreement, oral or written, and any other communications between you and KenyonHCC relating to their subject matter. These Terms of Use may be changed, modified, waived, or otherwise altered only by authorized written consent of KenyonHCC.

11. **NOTICE.** Direct any questions and any notice to KenyonHCC to:

Ginny Kenyon RN, MN, Principal
Kenyon HomeCare Consulting
3717 39th Ave. S.
Seattle, WA 98144
gkenyon@kenyonhcc.com

©2014. Kenyon HomeCare Consulting, LLC. All rights reserved.

# EDITING YOUR MANUAL

This document's formatting is controlled by the use of Word styles. It is a Microsoft Word document and should operate on systems using Office 2007 software or higher. Kenyon HomeCare Consulting has done it's best to ensure reformatting will be minimal for most agencies, but we do not assume liability for any formatting errors that may occur.

There are a number of text placeholders that will need to be replaced with your agency's information. Text placeholders are as follows:

[EMPLOYEE NAME] — Your new employee's name

AGENCY NAME— Your agency's business name

[HANDBOOK LOCATION] — Physical location of your agency's current handbook

[HOLIDAYS OBSERVED] — Your agency's observed holidays that you will be closed for

[STATE] — State agency is doing business in

## TO FIND AND REPLACE TEXT PLACEHOLDERS:

1. On the Edit menu, click Replace.
2. In the Find what box, enter the placeholder text exactly as it is above that you want to search for.
3. In the Replace with box, enter the replacement text.
4. Click Find Next, Replace, or Replace All.
5. To cancel a search in progress, press ESC.

## TO UPDATE TABLE OF CONTENTS:

You can update either the whole table of contents or page numbers only.

1. Hold down CONTROL key, click the table of contents, and then click Update Field.
2. Click the option that you want.

©2014. Kenyon HomeCare Consulting, LLC. All rights reserved.

# EMPLOYEE HANDBOOK

©2014. Kenyon HomeCare Consulting, LLC. All rights reserved.

# TABLE OF CONTENTS

Acknowledgement ..... 1

Welcome to agency name ..... 2

Our Philosophy of Care ..... 3

Introduction ..... 4

- At-Will Employment ..... 4
- Conflict of Interest ..... 4
- Confidentiality ..... 5
- Outside Employment ..... 5
- Right-To-Know Laws ..... 6

Equal Employment Opportunity ..... 7

- Equal Employment and Affirmative Action ..... 7
- Disability Accommodation ..... 7
- Pregnancy Accommodation ..... 8
- Lactation Accommodation ..... 8
- Immigration Law Compliance ..... 9

Employment ..... 10

- Intimidation, Discrimination, and Harassment ..... 10
- Retaliation/Whistleblower Protection ..... 10
- Employee Selection ..... 11
- Reference Checks ..... 11
- Health Assessment ..... 11
- New Hire Period ..... 12
- Employee Categories ..... 12
  - Full-Time ..... 12
  - Part-Time ..... 12
  - Temporary Employees ..... 12
- Employment Classifications ..... 13
  - Exempt Employee ..... 13
  - Non-Exempt Employee ..... 13
- Job Description ..... 13
- Criminal History, Disclosure, and Background Inquiries ..... 13
- Drug Testing ..... 14
- Personnel Records ..... 15
- Orientation and Continuing Education ..... 15
- Performance Evaluation ..... 16
- Transfers/Promotions ..... 16
- Leaves of Absence ..... 17
  - Scheduled Absence ..... 17
  - Unscheduled Absence ..... 17

©2014. Kenyon HomeCare Consulting, LLC. All rights reserved.

Jury Duty ..... 17
Military Leave ..... 17
Family and Medical Leave ..... 17
Military Family Leave Entitlements ..... 18
Eligibility ..... 18
Use of Leave ..... 18
Employee Responsibilities ..... 18
Employee Separation ..... 19
Requesting End to an Assignment ..... 19
Resignation ..... 19
Job Abandonment ..... 19
Return of Agency Property ..... 19
Exit Interview ..... 19
Rehire ..... 20
Grounds for Disciplinary Action /Termination ..... 20
Disciplinary Action ..... 21
Corrective Counseling/Verbal Warning ..... 21
Written Warning and Corrective Action Plan ..... 22
Final Written Warning/Suspension ..... 22
Demotion/Retraining ..... 22
Termination ..... 22
Gifts and Favors ..... 22
Political Activities ..... 23

Timekeeping and Payroll ..... 23

Timekeeping ..... 23
Payday ..... 24
Direct Deposit ..... 24
Overtime Pay (Non-exempt Employees) ..... 24
On-Call Pay (Non-exempt Employees) ..... 25
Holiday Pay ..... 25
Travel and Expense Reimbursement ..... 25
Employee Referral Bonus ..... 26
Client Referral Bonus ..... 26

On-The-Job ..... 26

Open Door Policy ..... 26
Workday ..... 27
Absenteeism and Tardiness ..... 27
Personal Appearance ..... 27
Solicitation ..... 28
Use of Agency/Client Property ..... 28
Use of Client Phone ..... 29
Personal Cell Phone Use ..... 29
Electronic Communications / Internet Usage ..... 29
Workers Compensation/Unemployment Insurance ..... 30
Nepotism, Employment of Relatives, and Personal Relationships ..... 31

©2014. Kenyon HomeCare Consulting, LLC. All rights reserved.

Emergency/Disaster Preparedness ..... 31
Emergency Closings Due to Inclement Weather ..... 31

Health and Safety ..... 32

Violence in the Workplace ..... 33
Smoke-Free Workplace ..... 34
Drug and ALCOHOL-FREE Workplace ..... 34
Inability to Access a Client's Residence ..... 34
Staff and Client Home Safety ..... 35
Employee Protective Equipment ..... 35

CLIENT CARE POLICIES AND PROCEDURES ..... 36

Mandatory Reporting of Abuse and Neglect ..... 37

Definitions of Abuse ..... 37
Policy ..... 38
Purpose ..... 38
Procedure ..... 38

Emergency Care ..... 40

Policy ..... 40
Purpose ..... 40
Procedure: *Home Health Aide/Companion* ..... 40
Procedure: *RN* ..... 41

Medication Assistance ..... 43

Policy ..... 43
Purpose ..... 43
Procedure ..... 43

Infection Control/Universal Precautions ..... 45

Policy ..... 45
Purpose ..... 45
Procedure ..... 45

Admission Criteria ..... 47

Policy ..... 47
Purpose ..... 47
Procedure ..... 47

Transfer of Clients ..... 48

Policy ..... 48
Purpose ..... 48
Procedure ..... 48

Discharge Criteria ..... 50

Policy ..... 50
Purpose ..... 50

©2014. Kenyon HomeCare Consulting, LLC. All rights reserved.

Procedure ..... 50
Coordination of Services ..... 52
Policy ..... 52
Purpose ..... 52
Procedure ..... 52
Client Bill of Rights ..... 53
Policy ..... 53
Purpose ..... 53
Procedure ..... 53
Client Record ..... 53
Policy ..... 54
Purpose ..... 54
Procedure ..... 54
Behavior Management ..... 56
Policy ..... 57
Purpose ..... 57
Procedure ..... 57
Food Handling ..... 59
Policy ..... 59
Purpose ..... 59
Procedure ..... 59
Pets In The Home ..... 61
Policy ..... 61
Purpose ..... 61
Procedure ..... 61
CUSTOMER SERVICE ..... 62

©2014. Kenyon HomeCare Consulting, LLC. All rights reserved.

# ACKNOWLEDGEMENT

I, [EMPLOYEE NAME], the undersigned acknowledges receipt of the AGENCY NAME's *Employee Handbook*.

The contents of the *Employee Handbook* are presented as a matter of information. Except for the at-will provisions, the handbook can be amended at any time. I agree to read and follow the guidelines and policies set forth in the handbook and any amendments along with all other agency policies and procedures.

I understand upon signing this document that I have also been oriented to the agency and the handbook is the basis for orientation

It is specifically understood and agreed that the handbook is for informational purposes only and is not intended to create a contract, nor is it a contract, of employment or continuing employment between myself and the agency. It is further understood that neither the handbook nor any policy of the agency is a guarantee or promise of employment or continuing employment.

I understand that I am not being hired for any definite period of time even though my wages are paid regularly. I further understand that I am an at-will employee and my employment can be terminated at any time, with or without cause and with or without prior notice either by the agency or myself. No promises or representations have been made to me that I can be disciplined or discharged from my employment with the agency only under certain circumstances or after certain events.

I understand that agency policy requires all employees to be hired at-will and this policy cannot be changed except by a written document signed by an appropriate agency representative and myself. I have neither been requested nor have I signed any such document.

No representative of the agency has made any promise or other statements implying employment will be other than what has been stated above. My at-will employment status with the agency has been fully explained and I have been given an opportunity to ask any questions regarding policies and my at-will employment status.

The undersigned acknowledges receipt of the AGENCY NAME's *Employee Handbook*.

Signature Date

*For the Agency:*

Printed Name and Title

©2014. Kenyon HomeCare Consulting, LLC. All rights reserved.