



# **Delta Hospice Care.**

# **Employment Manual**

## **Employment Manual Version Control**

**Note** The content of a manual does not constitute, nor should it be construed as a promise of employment or as a contract between Delta Hospice . LLC. and any of its employees.

Delta Hospice LLC at its option, may change, delete, suspend, or discontinue parts or the policy in its entirety, at any time without prior notice.

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## **1. INTRODUCTION**

### **1.1. Welcome**

On behalf of all the members of Delta Hospice Care, I would like to welcome you and wish you success as the newest member of the Delta Hospice Care team. We are glad you have chosen to be part of our team. We believe that each employee contributes to our growth and success, and, in turn, we wish to provide maximum opportunity and incentive for the growth and well-being of all our Employees and their families. Our Agency's success has been built on team effort, combining the talents of many people to achieve a common goal to be a leader in hospice and patient care. The more we work together, the more we progress as individuals and as an Agency – and the better we serve our patients and their families. Your industry knowledge and customer service skills will help distinguish our organization from our competitors. We recognize this and in return we strive to offer you an environment, which will provide you with great personal satisfaction and professional growth.

Delta Hospice Care is proud of its commitment to our Employees. Maintaining good two-way communication is essential to the successful operation of our Agency. If any stated policy is not clear, or if you have any questions about anything, feel free to go to your supervisor, any member of Administration, or human resources/management. You are entitled to and will receive prompt answers to your questions. We take great pride in providing quality patient care and are continually searching for new and better ways to service their needs. Your suggestions are important to this process and key for Delta Hospice Care to grow. If you have any ideas for us, we want to know.

This handbook was developed to outline some of the expectations of Delta Hospice Care, our policies, programs, compensation and benefits available to eligible employees. Delta Hospice Care hopes that this handbook is helpful to you so that you will have a better understanding of Delta Hospice Care's philosophy, what we stand for, and the way we operate. You should familiarize yourself with the contents of this handbook as soon as possible and direct any questions you may have to your supervisor or the Administrator.

Our growth as an Organization and as individuals depends upon adherence to these guidelines, as well as respect for and cooperation with one another. We look forward to having you as a part of our team.

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Administrator

## 1.2. Overview

This handbook is designed to acquaint you with Delta Hospice Care, LLC, "Delta Hospice" and to provide you with information about working conditions, employee compensation and benefits, as well as the policies affecting your employment. You should read, understand, and comply with all provisions of this handbook. This employee handbook is not intended to address every situation that may arise and as Delta Hospice grows, the policies may need to be changed. As a result, Delta Hospice reserves the right to revise, supplement or rescind any policy or portion of this handbook as business, employment legislation, and economic conditions dictate. These changes will be communicated to you verbally or in writing and via future revisions to the handbook.

The information contained in this handbook applies to all employees of Delta Hospice. Many of the provisions will also apply to the Agency's volunteers. Where policies apply equally to employees and volunteers, they will be referred to collectively as "staff". Following the policies described in this handbook is considered a condition of continued employment. However, nothing in this handbook alters an employee's at-will employment status. The contents of this handbook shall not constitute nor be construed as a promise of employment or as a contract between the Agency and any of its Employees or volunteers. The Manual is a summary of our policies, which are presented here only as a matter of information.

You are responsible for reading, understanding, and complying with the provisions of this Manual. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

This employee handbook is not intended to create any contractual obligation or legal right, whether express or implied, guaranteeing employment for any specific duration. All Delta Hospice employees are employed "at will," which means that either the employee or Delta Hospice may end the relationship at any time, with or without notice, and with or without articulating a reason. Only the Administrator OR Director of Delta Hospice has the authority to modify the "at will" employment arrangement or make changes to the policies and procedures explained in this handbook.

## 1.3. Policy Changes

This Manual supersedes all previous Employee Manuals and memos that may have been issued from time to time on subjects covered in this Manual.

However, since our business and our organization are subject to change, we reserve the right to interpret, change, suspend, cancel, or dispute with or without notice all any part of our policies, procedures, and benefits at any time. We will notify all staff of these changes. Changes will be effective on the dates determined by the Agency, and after those dates, all superseded policies will be null.



No individual supervisor or manager has the authority to change policies at any time. If you are uncertain about any policy or procedure, speak with your direct supervisor.

#### **1.4. Open Door Policy**

Employees are encouraged to share their concerns, seek information, provide feedback, and resolve problems or issues through their immediate supervisor, and as appropriate, consult with any member of management or Human Resources. Managers and supervisors are expected to listen to employee concerns, to encourage employees to express their views, and to seek resolution to their problems or issues. If the immediate supervisor is unable to resolve the problem, the employee should seek resolution at higher levels of management. If the concern relates to discrimination or harassment, the employee should follow the reporting process outlined in Delta Hospice's harassment policy.

#### **1.5. Employment Applications**

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

#### **1.6. Pre-Employment Screening and Documentation**

Delta Hospice policy is to run a criminal background check and driving record on every applicant. All applicants shall complete and sign the authorizations allowing these screenings. No person shall be hired until these screenings have been completed and cleared in accordance with State and Federal regulations.

Likewise, all employees must show that they have proper authorization to work in the United States. Under Federal Law, all employees must complete a form I-9 and show proper accompanying documentation within 3 days of the date of hire. Under no circumstances will employees be allowed to continue to work if they fail to provide proper documentation of their work-eligibility within this timeframe.

The Agency will consider the seriousness and extensiveness of any adverse information obtained during the background check, along with State and Federal regulations regarding caregivers, in deciding of eligibility for employment. Job applicants and/or current staff members who are subject to background checks will be given an opportunity to explain any discrepancies between the job application and the results of the background check. Applicants and/or current staff members will not automatically be rejected for a position based on a history of arrests and/or convictions, unless so required by State or Federal law. The Agency will consider the arrest or conviction considering the nature of the job, the nature and seriousness of the offense, and when the offense occurred in determining whether the information found in the criminal background check is grounds for denial of employment, withdrawal of employment offer, or dismissal of a staff member. Any material misrepresentation on the job application either by omission or falsification of information may be grounds for denial of employment, withdrawal of an employment offer, or dismissal of a staff member.



### **1.7. Ongoing Duty to Inform of Criminal Offense.**

As a Hospice care provider, Delta Hospice is required to conduct criminal background checks on all staff members. In addition, Delta Hospice requires that you inform your Supervisor and/or the Human Resources Department immediately if, during your employment, you are convicted of, plead guilty or no contest to, or have received a deferred sentence for a felony or misdemeanor offense in any state or federal jurisdiction. While not all such situations will result in immediate termination of your employment (the action taken will depend on the crime and/or other factors), failure to notify Delta Hospice of such a situation will be grounds for immediate discharge. All background check information will be kept confidential.

### **1.8. Introductory Period.**

Employees are employed for an introductory probation period of 90 days. This introductory period may or may not conclude with a written evaluation. At any time before or during this introductory period an employee may resign or be relieved of their duties with or without cause. Employment remains “at-will” at all times. Employees who successfully complete their introductory period will become “regular employees”.

### **1.9. Code / Standards of Conduct**

Every staff member represents Delta Hospice to our patients and their families. We want to show pride in our Agency and in ourselves. It is important that we speak and behave in ways that show how proud we are of this organization and the work we do eachday.

To support these goals, we will:

1. Be kind, considerate, respectful, and friendly to those around us.
2. Provide our patients with quality care and support excellent customer service.
3. Be cooperative and flexible in working with others, especially colleagues.
4. Perform tasks assigned in job description(s).
5. Follow the instructions of supervisors and management.
6. Be respectful of the property of the organization and others.
7. Always represent Delta Hospice LLC Hospice professionally.
8. Be aware of safety and follow safety guidelines.



The following behaviors are contrary to the Standards of Conduct and therefore deemed grounds for disciplinary action up to and including immediate termination:

1. Disrespect towards patients, co-workers, or families including mental, physical, or verbal abuse.
  2. Falsifying or altering documents and reports or records.
  3. Divulging confidential information concerning patients.
  4. Misusing or removing Agency property, records, or other materials from the office without proper authorization.
  5. Engaging in activity, which might endanger the well-being of a patient, family member or staff member.
  6. Possession or showing signs of the use of illegal drugs, mood altering substances, or intoxicating beverages.
  7. Willfully falsifying the employment application or other data used by Delta Hospice.
  8. Insubordination or refusal to follow supervisory and/or management instructions.
  9. Possessing firearms or weapons of any kind while at work- or work-related events.
  10. Spreading gossip that could be detrimental to patients, their families, co-workers, Or ~~DH~~
  11. Knowingly withholding information regarding violation of rules or Agency standards.
  12. Excessive absences or tardiness.
  13. Positive Drug Screen results if one is deemed necessary. More information available in the Drug Testing Section of this handbook.
- Unethical behavior not specifically listed will be viewed on its own merit and may be subject to disciplinary action up to and including termination.

## 2. EMPLOYEE DEFINITION AND STATUS

### 2.1. Employee Classification

To meet its organizational needs, Delta Hospice LLC Hospice employs a variety of types of Employees as follows:

- **Exempt:** An exempt employee is one who is not subject to the minimum wage and overtime requirements of the Fair Labor Standards Act, based upon the types of duties performed.
- **Non-Exempt:** A non-exempt employee is one who is covered by the minimum wage and overtime requirements of the Fair Labor Standards Act, based upon the types of duties performed.
- **Full-Time:** Any employee who is regularly scheduled to work forty or more hours per work week
- **Regular:** Full and part-time employees who have satisfactorily completed the ninety-day orientation period.
- **Part-Time:** Any employee who is regularly scheduled to work less than forty hours per work week





- **PRN:** Any employee who is paid at a per visit rate, patient request/need visit.
- **Temporary:** Employees hired for a specific project, job, or assignment with the understanding that the employment is anticipated to end within a short time. If a temporary employee becomes a regular employee, the temporary employment time will be credited to the employee's length of service to the extent that it has been continuous.
- **Field Staff:** Any employee that has direct patient care in the 'field' and is not located at the company's office site or in an office setting but travels to different places to provide services daily.
- **Office Staff:** Any employee that is in an office setting and does not have direct patient care in the 'field' nor travels to places to provide services.

## 2.2. Probationary Period of New Employees

The first ninety (90) days of employment for every Delta Hospice employee is referred to as a probationary period. The orientation period allows the new employee to evaluate the job and allows Delta Hospice to evaluate the ability and performance of the employee. During this period, either the employee or Delta Hospice may end the employment relationship without advance notice; however, upon completion of the orientation period, employment remains at will. In some cases, an orientation period may be extended past ninety (90) days to provide extra time to evaluate the employment relationship.

## 3. EMPLOYMENT POLICIES

### 3.1. Equal Employment Opportunity

Delta Hospice is committed to a policy of equal employment opportunity in all its practices. This means that employment decisions affecting applicants and employees will not be based upon an individual's race, color, religion, gender, national origin, age, disability, or any other unlawful basis. If you feel you have been unlawfully discriminated against, you should notify either your supervisor or the Human Resources Director. If you feel that your supervisor is unlawfully discriminating against you, you must report such matters to Human Resources, Administrator or CEO/Owner. Employees who engage in unlawful discrimination will be subject to disciplinary action up to and including termination.



### **3.2. Americans with Disabilities Act**

It is also the policy of Delta Hospice to comply with all relevant and applicable provisions of the Americans with Disabilities Act ("ADA"). Delta Hospice will not discriminate against any qualified job applicant or employee with respect to the terms, privileges, or conditions of employment because of a person's physical or mental ability. We will make every effort to provide reasonable accommodations, where necessary, for any job applicant or employee with a disability. This is done provided the individual is otherwise qualified to safely perform the essential functions of the job and that any accommodation made does not impose an undue hardship on Delta Hospice.

### **3.3. Employee Background Checks**

Delta Hospice requires a background check on all prospective employees. We require this information as part of the process of evaluating an applicant's qualifications and determining his/her suitability for an open position, and in effort to meet our objective of providing a safe work environment for our employees and patients. Portions of the background checks may be conducted by a third-party agency. All applicants for employment are asked to sign a release form authorizing the appropriate background checks. Any applicant who refuses to sign a release form is no longer considered eligible for employment. Applicants should provide references from their former employers, as well as educational reference information, that may be used to verify employment records

and academic accomplishments. The background check will include verification of information provided on the completed application for employment, the applicant's resume or on other forms used in the hiring process. Information to be verified includes, but is not limited to, social security number, and previous addresses.

### **3.4. Criminal History**

The background check will include criminal court record searches. If a criminal record is discovered, a determination may be made whether the criminal information is related to the position for which the individual is applying or presents safety or security risks before an employment decision is made. If an applicant is denied employment in whole or in part because of information obtained in his/her background check, the applicant will be informed of such and given the name, address, and phone number of the screening provider to contact if he/she has specific questions about the result of the check or wants to dispute its accuracy. Employees agree that they will immediately inform their manager if they are charged with any felony during the period of their employment. Delta Hospice LLC Hospice reserves the right to conduct periodic background and license checks on all employees. You should immediately inform you manager in the event there is any action proposed or taken against your medical certification or license.



### **3.5. Personnel Records**

A personnel record will be maintained on each employee of Delta Hospice LLC Hospice. This file is the property of Delta Hospice LLC Hospice, and its contents will be kept confidential to the extent allowed by law. Changes in personal information, such as your address, telephone number, emergency contact information, marital status, increase or decrease in family size, should be reported immediately to human resources manager. The file is not available for review by anyone other than the employee, his or her supervisor as information is needed, administrator, and the human resource department. Employees may examine their personnel files after contacting the human resources department in advance to schedule an appointment; however, these documents may not be removed from the premises or copied without specific authorization of the director of human resources.

Delta Hospice LLC Hospice considers falsification of personnel records to be a serious offense upon discovery can lead to disciplinary action up to and including termination. It is the responsibility of each employee to promptly notify the Human Resources Department of any change of address, telephone number, marital status, or dependent change that would affect payroll tax withholding deductions.

### **3.6. Performance Appraisals**

Delta Hospice LLC Hospice supervisors will strive to provide employees with informal performance appraisals on an ongoing basis, in the form of periodic feedback. In addition to these informal appraisals, employees will be evaluated using a formal written performance appraisal on an annual basis in the 4<sup>th</sup> Quarter of the year. Performance Appraisals will be done annually but do not guarantee a merit increase.

### **3.7. Safety**

The owners, officers, and management of Delta Hospice LLC Hospice strive to provide a safe and healthful work environment for all employees and others who may work, visit, or enter our properties. Delta Hospice LLC Hospice will manage and conduct operations and business in a manner that offers protection to every employee and any other person who may be affected by our operations and business. Delta Hospice LLC Hospice seeks to provide a working environment that is free from any recognized or potential hazard. At

the same time, Delta Hospice LLC Hospice recognizes that a safe and healthy work environment is dependent upon support from all employees, from managers to workers on every level.



Thus, all employees are responsible for and will be held accountable for equal commitment to the safety and health process of this organization. This includes abiding by its policies and procedures, participating in routine safety meetings, demonstrating safe behaviors, following the safety rules, and becoming actively involved in the process to assist in the maintenance of a safe and healthy workplace. If you observe a safety hazard, report it to management. Management will maintain open avenues for receiving comments, information, and assistance from employees about safety and health. If your supervisor does not provide an adequate response to the issue that was raised, report it to Human Resources Manager/Office Manager or the Administrator of Delta Hospice LLC Hospice. Employees should feel free to report violations without threat of retaliation. Retaliation will not be tolerated and is subject to disciplinary action up to and including termination. Additionally, management endeavors to allocate and provide the resources needed to promote and effectively maintain a safe and healthy work environment, among them training, demonstration of safe behaviors, and directing and communicating safe work practices. Management maintains the authority to reprimand and recommend disciplinary actions against employees who violate the safety and health policies of Delta Hospice LLC Hospice. Delta Hospice LLC Hospice will comply with all federal, state, and local safety and health regulations.

### **3.8. Employment Relatives**

Delta Hospice LLC Hospice is pleased to consider employment for qualified applicants who are related to employees. When Delta Hospice LLC Hospice employs more than one member of a family, one family member may not supervise the other. If such a situation should arise and the employees are unable to develop a workable solution, management will decide which employee may be transferred.

### **3.9. Health – Related Issues**

Employees who become aware of any health-related issue should notify their supervisor of health status as soon as possible.

### **3.10. Weather–Related and Emergency-Related Closings**

At times, emergencies such as severe weather, fires, or power failures can disrupt company operations. In such instances, Management will decide on the closure and Human Resources will provide the official notification to the employees. The Adverse Weather Plan (Excluding Hurricanes) was taken from the Delta Hospice LLC Hospice Policy Guidelines. When the weather becomes such as to endanger agency personnel (i.e., flooding, fog, high winds, ice, snow etc.), it is necessary for only those patients that need medical intervention within 24 hours will be seen.

**These are the procedures in the event of inclement weather:**

- The Safety Compliance Nurse, Supervising Nurse or Administrator (as applicable) will communicate to evaluate the extensiveness of weather conditions. Managers or designees will notify staff regarding decisions as appropriate using the Emergency Plan Roster.
- All agency personnel safely able to report to the office will do so
- Patients will be notified of any change in visit; scheduling by nursing staff coordinated by the Administrator or Supervising Nurse (as applicable) or designee.
- State, county/parish, and/or local police, fire, and ambulance personnel will be utilized, if needed to visit patients, etc.
- Always keep your phone roster with you.
- Limit patient care to essential care only.
- At no time should any employee endanger his or her safety to make visits or get to the office.
- All personnel safely able to report to work should do so.
- Delta Hospice LLC Hospice Case Managers, Social Workers and Chaplains need to let your facilities know if you are unable to make your visits.
- Facility patients and staff are to follow the facility guidelines for weather.

### **3.11. Reporting Accidents and Incidents**

All work-related injuries or illnesses must be reported to your supervisor or manager immediately, no matter how slight. If a medical emergency occurs in your presence, call 911 and then contact your supervisor or manager immediately. To ensure that proper attention is given, and appropriate action taken when an incident occurs to an employee while at work, we want to know of any hazard so we can repair and/or remedy the situation.

#### **Please follow these procedures:**

- Report the incident to your supervisor immediately. If your supervisor is not immediately available, contact the next level of management or the Human Resources Manager.
- Whenever possible, the reporting must be made during the day in which the incident occurred. In addition, an incident report must be completed before you leave the building or scene of an accident (on the same day in which the incident occurred.)
- If an incident report is not done and your supervisor is not notified, your failure to report, if it was possible to do so, may subject you to disciplinary action.
- If you are involved in or are a witness to an incident, you must complete a Witness Incident Report before the end of your day or before leaving the scene of an accident. Please be aware of the importance of immediate action in recording all details of the accident.

## 4. STANDARDS OF CONDUCT

### 4.1. Employee Conduct Expectations\

To ensure orderly operations and provide the best possible work environment, Delta Hospice LLC Hospice expects and requires employees to follow and meet the normal standards of proper behavior for health care employees and to otherwise conduct themselves in an appropriate manner during their employment. The rules discussed below are published only for information and to guide employees in their conduct on a day-to-day basis. The list is not meant to be all-inclusive, and various other circumstances may arise requiring the discipline and/or immediate termination of an employee. Delta Hospice LLC Hospice

Hospice recognizes that each problem that may arise in the workplace will present a unique set of circumstances. The unique situations will be addressed based on their individual facts and the context of relevant surrounding circumstances. For this reason, the rules described below are not intended to form any contract between Delta Hospice LLC Hospice and its employees as to the procedures to be followed concerning any rule violation. While it is not possible to list all forms of conduct that are considered unacceptable in the workplace, the following examples are provided to demonstrate what conduct may result in disciplinary action, up to and including termination of employment.

### 4.2. General Rule Violations

Single incidents in violation of a general rule are cause for disciplinary action. The nature of the discipline will vary, depending on the circumstances involved and, in some cases; the immediate termination of the employee may be appropriate.

**This list is intended to provide examples and is not all-inclusive:**

- Be courteous, professional, and helpful to everyone.
- Maintain a positive work atmosphere by acting and communicating in a manner so that you get along with patients, co-workers, contractors, vendors, and management personnel.
- Excessive or unjustified absenteeism, report to work consistently and on-time each scheduled workday
- Failure to notify supervisor within the established call-in procedure time of any day of absence not previously authorized.
- Failure to observe assigned working hours, scheduled (starting time, quitting time, rests, and meal periods).
- Unsatisfactory work and consistently failing to meet goals and accuracy standards of your position.
- Failure to comply with dress code.
- Failure to complete assigned tasks in an acceptable manner.

### **4.3. Major Rule Violations**

Major offenses are any willful or deliberate violation of Delta Hospice LLC Hospice rules to such a degree that continued employment of the individual may not be desirable and may necessitate the immediate termination of an employee. This list is intended to provide examples and is not all-inclusive:

- Willful falsification of Delta Hospice LLC Hospice records, including, but not limited to, employment application and timecards.
- Falsification or tampering with Delta Hospice LLC Hospice records.
- Refusal or failure to complete clinical documentation within timelines according to agency policy and procedures.
- Theft, fraud, gambling, weapons, or explosives in the workplace.
- Dishonesty or breach of trust.
- Spreading rumors or gossip.
- Disclosure of confidential information of Delta Hospice LLC Hospice or its patients, clients, or employees to unauthorized person. This includes disclosing confidential information such as but not limited to PHI (personal health information) of employees with other staff members or unauthorized persons.
- Abuse or neglect of any patient or client.
- Driving a patient's automobile for any reason.
- Transporting a patient for any reason in your personal automobile or in any rented, leased or borrowed automobile.
- Abuse or misuse of Delta Hospice LLC Hospice property, property of employees, or property of patients or clients.
- Upholding Delta Hospice LLC Hospice values of respect for the individual and avoid making defamatory statements about employees, patients, or Delta Hospice LLC Hospice.
- Threatening or intimidating conduct, including fighting, horseplay and practical jokes which adversely affect operations, damage Delta Hospice LLC Hospice property, or endanger persons on the Delta Hospice LLC Hospice premises or any patients or clients' premises.
- Engaging in acts of violence, fighting or threats of violence towards patients, members of their families, or any other person associated with Delta Hospice LLC Hospice.
- Flagrant abuse of privileges such as personal use of telephone, distracting personal appearance or activity after warning from supervisors.
- Harassment of any kind, including harassment of co-workers, patients, clients, or members of their families.
- Use of threatening, intimidating, coercive or abusive language in the workplace.
- Insubordination (refusal to comply with instructions) or failure to perform reasonable duties as assigned.
- The use of Delta Hospice LLC Hospice material, time, or equipment for the manufacture or production of an article for unauthorized purposes or personal use.
- Immoral or indecent conduct in the workplace.
- Performance that does not meet the requirements of the job.
- Possession, distribution, sale, transfer, use or being under the influence of alcohol or



- drugs in violation of the Delta Hospice LLC Hospice Drug Free Workplace Policy.
- Excessive absenteeism (includes days outside of PTO) or leaving the Delta Hospice LLC Hospice premises during working hours without permission from the supervisor.
  - Abandonment of position.
  - No call/no show for one or two days or at the discretion of Senior Management.
  - Diversions of medications, medical supplies or equipment for personal use or sale.
  - Soliciting or collecting contributions for any purpose from patients or clients.
  - Bringing liquor, narcotics, drugs or any other controlled substances onto Delta Hospice LLC Hospice premises or premises of any patient or client, except as prescribed by the attending physician of a patient or client or approved by the appropriate member of management.
  - Consuming liquor or using narcotics or drugs, or any controlled substances, on Delta Hospice LLC Hospice premises, or while on duty, or entering the premises of any client or patient.
  - Engaging in any activity (such as outside employment, providing services for a fee, entering any business deals with, or paying or receiving payments from suppliers, vendors, patients, patients' families, or referral sources) that conflicts with or gives the appearance of conflicting with the interests of Delta Hospice LLC Hospice, without first having obtained the written consent of the appropriate member of management.
  - Unprofessional conduct or conduct which violates the technical or ethical standards of a profession.
  - Any intentional act considered fraud and/or abuse.
  - Conviction of a felony while employed by Delta Hospice LLC Hospice.

#### **4.4. Attendance**

Delta Hospice LLC Hospice expects regular and timely attendance from all employees. Excessive absences and tardiness burden your co-workers and will be a significant factor in your continued employment, performance appraisals, salary reviews and in evaluating advancement opportunities. Delta Hospice LLC Hospice recognizes there may be justifiable causes for absence on occasion. After completion of the orientation period (normally the first 30 days of employment), excessive absenteeism will result in a series of warnings and, ultimately, termination from employment if there is no improvement.

#### **4.5. Business Hours of Operations / Office Hours of Workday**

Delta Hospice LLC Hospice is a 24-hour a day, 7 day a week operation. Various staff will work on call with a variety of schedules to accommodate the needs of our patients and operations. The hours of operation are 9:00 am to 5:00 pm. During a normal workweek for full-time employees, the workday begins at 9:00 am and ends at 5:00 pm as those are the office hours, unless otherwise approved. The office hours expected for the standard workday are based on an 8.-hour day to include a lunch break as defined in the next section. Business needs will dictate the hours





worked for each position and may vary from one position to another. Most clinical staff is required to work on call in rotation. Individual department managers will review the on-call requirements with each individual employee with as much advance notice as possible. The on-call staff will be coordinated and scheduled by Administration. This staff will be available by cell phone/office phone and respond to calls within 20 minutes of the request. The on-call nurse will answer any after-hours calls and the nursing staff will respond with the intervention necessary to resolve the concern. This will be recorded on the required paperwork to ensure consistency and reliability. Employees are paid for time spent on these calls, and therefore, need to report this time as hours worked on their notes/time sheets.

#### **4.6. Lunch and Meal Breaks**

Employees who are scheduled to work eight (8) hours or more are entitled to take thirty (30) minutes without pay for a lunch break and two additional paid ten (10) minute breaks per day. For lunch breaks, employees should record their time out of service and must not perform any work during the break. Employees may not "skip" lunch breaks to accumulate excessive overtime, or to adjust the starting or ending time of an assigned shift. Employees are also allowed paid rest breaks for personal needs such as restroom breaks, or personal phone calls so long as they do not become excessive.

#### **4.7. Outside Employment**

In some cases, your ability to perform your job satisfactorily may be affected by holding other employment in addition to your job at Delta Hospice LLC Hospice. Outside employment may present a conflict of interest if it involves work that is in competition with Delta Hospice LLC Hospice. Scheduling problems may arise when you are asked by your supervisor to work overtime or on weekends or on a different shift. Your performance may suffer if you are fatigued or distracted by your second job. For these reasons, you are required to report any other employment in addition to your employment with Delta Hospice LLC Hospice to your supervisor. Delta Hospice LLC Hospice reserves the right to restrict outside employment.

#### **4.8. Termination**

Either party either with or without notice may terminate the employer/employee relationship without cause. Any employment relationship with Delta Hospice LLC Hospice is of an "at will" nature, which means that the employee may resign at any time with or without cause and the employer may terminate employee at any time with or without cause. The "at-will" employment relationship may not be changed by any written document or by conduct unless such change is specifically acknowledged in writing and signed by the employee and the Administrator or Owner/CEO.

#### **4.9. Exit Interview**



In a voluntary separation situation, Delta Hospice LLC Hospice Human Resource Manager would like to conduct an exit interview with the employee to discuss the employee's experience with Delta Hospice LLC Hospice, the reason for leaving and to receive feedback for improving Delta Hospice LLC Hospice. This exit interview is confidential and in no way affects the employee's standing with the company for future employment or ability for any references to other potential employers.

#### **4.10. Return of Company Property**

On the last day of employment, the employee shall promptly deliver to Delta Hospice LLC Hospice all drawings, Handbooks, letters, notes, notebooks, training manuals, reports, notebook computers, iPads, tablets, and accessories, electronic storage media of any kind, and all other records of any kind, including all copies of the same that are in the possession or control of the employee. Any other Delta Hospice LLC Hospice equipment such as keys, uniforms, cell phones, pagers, and Employee IDs should also be returned to your Supervisor. A payroll deduction may be made for any equipment not returned. Upon end of the employee's employment, and at the request of Delta Hospice LLC Hospice, the employee shall make himself/herself available to meet with representatives of Delta Hospice LLC Hospice. At such meeting, the employee shall deliver the above-described materials in the employee's possession.

#### **4.11. Workplace Violence**

Delta Hospice LLC Hospice is committed to maintaining a work environment free from violence or threats of violence. Any violence or threat of violence directed toward an employee, vendor, contractor, patient, or visitor, is prohibited. This includes threats that may occur away from Delta Hospice LLC Hospice premises and during non-work hours. All reports of incidents will be taken seriously and will be dealt with appropriately. Such prohibited behavior can include verbal or written statements, gestures or expressions that communicate a direct or indirect threat of harm, or otherwise cause distress; even threats made in a "joking" manner may be taken literally. Individuals that commit such acts may be removed from the premises and may be subject to disciplinary action (up to and including termination), criminal penalties or both. Any employee who becomes aware of threats, threatening behavior, or signs of potential violence should report it immediately to your supervisor. If your supervisor is not immediately available, contact the next level of management or the Human Resources Manager. Retaliation against an individual for reporting such behaviors is a serious violation of this policy and will be subject to disciplinary action to and including termination.

##### **Behaviors to report include:**

- Direct or veiled threats to self or others.
- Physical or verbal intimidation.
- Intentional destruction or threatening to destruct the Delta Hospice LLC Hospice's property and/or equipment.



- Making harassing or threatening phone calls.
- Threatening an individual or their family, friends, co-workers, and property.
- Weapons in the workplace.
- History or recent incidents of violent behavior including domestic violence.
- Unreasonably angry behavior, e.g., making hostile remarks.

#### **4.12. Dress Code**

Personal appearance of all employees is an important element to those we serve. Each employee reflects Delta Hospice LLC Hospice and should dress in a professional manner. Personal hygiene, cleanliness, appearance, professionalism, and safety are important employee responsibilities that must be met by everyone. Generally, clothing must be appropriate, clean, and neat, be of proper fit and be in good condition.

##### **The dress code guidelines are as follows:**

- Identification badges must be worn at all times.
- Nurses and CNAs must wear scrubs. It is preferred you wear the Delta Hospice LLC Hospice color scrub tops with black pants. No jeans are allowed to be worn by Nurses or CNAs.
- Office attire is business casual.
- Healthcare workers with direct patient contact may not wear artificial nails; this is an OSHA ruling.
- No visible tattoos or multiple piercings will be allowed.
- If you are scheduled to see patients, please refrain from wearing perfumes or colognes because patients and families may be sensitive to some scents.
- Hair that is shoulder length or longer should be pulled back when seeing patients.
- Beards, mustaches, and sideburns should be clean, neatly trimmed, and short length.
- Field staff must wear closed toe shoes.
- Delta Hospice LLC Hospice T-Shirts are approved clothing.
- Delta Hospice LLC Hospice staff should not wear any revealing or inappropriate attire.

Exceptions to this policy will be considered to accommodate legitimate issues involving race, sex, culture, or religion. To request an exception, contact Human Resources or the Executive Director. Variations of this policy may be instituted at the discretion of the Administrator or Owner/CEO.

#### **4.13. Name Badges**

Each employee will be provided with a name badge upon employment. Employees are responsible for always wearing their name badge while on duty. This is a regulatory requirement. Replacement name badges will be provided if necessary.

#### **4.14. Alcohol and Drugs**



Delta Hospice LLC Hospice has a viable interest in maintaining safe, healthy, and productive working conditions for its employees. Working under the influence of a controlled substance/illegal drug or alcohol poses serious safety and health risks, not only to the user, but also to all who work with the user. Moreover, the unauthorized use, possession, distribution, or sale of such substances in the workplace, on company time or while utilizing company equipment (including vehicles, if applicable) is not only unlawful; it poses unacceptable risks to the efficient operations of Delta Hospice LLC Hospice. With these basic concerns, Delta Hospice LLC Hospice has established a Drug Free Workplace Policy. In the event this policy is violated, the employee will be subject to immediate termination.

#### **4.15. Harassment**

Delta Hospice LLC Hospice will not tolerate harassment of its employees, whether committed by a fellow employee, a member of management, or a visitor to our workplace, such as a vendor or customer. All employees are responsible for ensuring that the workplace is free from harassment, especially when such conduct is based upon gender, race, age, religion, national origin, disability, or other protected categories. All employees, including managers and supervisors, will be subject to disciplinary action, up to and including termination from employment, for any act of harassment they commit.

##### **Examples of prohibited harassment include, but are not limited:**

- Use of slurs, epithets, and words that degrade an individual, even when used in a joking fashion
- Unwelcome advances, demands or requests for sexual acts or favors, and other verbal or physical conduct of a sexual nature, such as flirting, touching and graphic comments about another person's dress or body.
- Display of cartoons, photographs, drawings, pinups, posters, calendars, or images that are offensive or degrading to others.
- Conduct which has the purpose of substantially interfering with an individual's work performance or which creates an intimidating, hostile, or offensive work environment; or
- Conditioning hire, continued employment, or terms and conditions of employment upon submission to sexual advances or requests for sexual favors.
- If you feel you are being harassed, or if you have knowledge of harassment of a co-employee, immediately bring it to the attention of your supervisor. If for any reason you do not feel comfortable discussing the matter with your supervisor, contact Human Resources Manager or Administrator.
- All reports will be promptly investigated in as confidential a manner as possible. Based upon the findings of the investigation, Delta Hospice LLC Hospice will take prompt and appropriate action to remedy any violations of this policy.
- No employee who brings a good faith report of harassment to the attention of Delta Hospice LLC Hospice will suffer retaliation or other adverse employment action, therefore.
- Any employee, including managers and supervisors, who are found to have retaliated against an employee who reported a violation of this policy, in good faith, will be



subject to discipline up to and including termination from employment. It is important for employees to report incidents of harassment, because without your assistance, violations could go undetected and unresolved.

#### **4.16. Smoking and Tobacco Free Workplace (Company)**

In the interest of everyone's safety, health, and comfort, smoking is not permitted at Delta Hospice LLC Hospice whether inside the office building or outside. The Agency has adopted a "Tobacco and Smoke-Free Workplace" policy for all Agency buildings, patients' homes, on patients' property or in Agency vehicles. This policy is applicable to all employees, and applies equally to all tobacco-products, including cigarettes and chewing tobacco. Management does not offer opinions as to the advisability of tobacco use, but because use of these products can be offensive to other employees, patients and their families, the Agency does exercise its right to make the work environment free from the use of these products by its employees.

#### **4.17. No Weapon Policy**

The possession of weapons is strictly prohibited at all times for all persons on Delta Hospice LLC Hospice premises, the premises of our patients and clients. Employees shall not bring weapons to work. Possession of a weapon is grounds for discipline, up to and including termination. Visitors, suppliers, or clients found in possession of a weapon maybe removed from Delta Hospice LLC Hospice premises. If you possess a 'License to Carry', you may only carry your firearm inside your personal vehicle and must present a copy of your License to Carry.

#### **4.18. Phone Calls, Texting, Computers, Voicemail, Email, & Internet**

Personal telephone calls should be very limited during work time. In addition, this includes text messaging and accessing the various social media outlets. The use of Delta Hospice LLC Hospice automation systems, including computers, fax machines, and all forms of Internet/Network access, is for Delta Hospice LLC Hospice business and for authorized purposes only. Unless specifically granted in this policy, any non-business use of the systems is expressly forbidden. Violation of these policies could result in disciplinary action, up to and including immediate termination.

#### **Policy Explanations:**

- Use is defined as "excessive" if it interferes with normal job functions, responsiveness, or the ability to perform daily job activities. Electronic communication should not be used to solicit or sell products or services that are unrelated to Delta Hospice LLC Hospice's business; distract, intimidate, or harass coworkers or third parties; or disrupt the workplace.
- Use of Delta Hospice LLC Hospice's computers, networks, and Internet access is a privilege granted by management and may be revoked at any time for any reason.

**Examples of inappropriate conduct include but are not limited to:**

- Sending chain letters or participating in any way in the creation or transmission of unsolicited commercial e-mail ("spam").
  - Engaging in private or personal business activities, including excessive use of instant messaging and chat rooms.
  - Misrepresenting oneself or Delta Hospice LLC Hospice.
  - Violating the laws and regulations of the government including federal, state, city, province, or other local jurisdiction in any way.
  - Engaging in unlawful or malicious activities.
  - Deliberately propagating any virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm either the Delta Hospice LLC Hospice' networks or systems or those of any other individual or entity.
  - Using abusive, profane, threatening, racist, sexist, or otherwise objectionable language in either public or private messages.
  - Sending or accessing pornographic materials.
  - Causing congestion, disruption, disablement, alteration, or impairment of Delta Hospice LLC Hospice network or systems.
  - Maintaining, organizing, or participating in non-work-related Web logs ("blogs"), Web journals, "chat rooms", or private/personal/instant messaging, Facebook.
  - Failing to log off any secure, controlled-access computer or other form of electronic data system to which you are assigned, if you leave such computer or system unattended.
  - Using recreational games during work hours.
- Defeating or attempting to defeat security restrictions on Delta Hospice LLC Hospicesystems and applications.
  - Using Delta Hospice LLC Hospice automation systems to access, create, view, transmit, or receive racist, sexist, threatening, or otherwise objectionable or illegal material is strictly prohibited.
  - "Material" is defined as any visual, textual, or auditory entity. Such material violates the Delta Hospice LLC Hospice anti-harassment policies and the employee, whether sender or receiver of such material, is subject to disciplinary action. Delta Hospice LLC Hospice electronic mail system, Internet access, and computer systems must not be used to violate the laws and regulations of the United States, any state, city, province, or other local jurisdiction in any way.

**4.19. Ownership & Access of Email, Internet, and Computer Files**



Delta Hospice LLC Hospice owns the rights to all data and files in any computer, network, or other information system used for Delta Hospice LLC Hospice business. Delta Hospice LLC Hospice also reserves the right to monitor electronic mail messages (including personal/private/instant messaging systems) and their content, as well as all use of the Internet and of computer equipment used to create, view, or access e-mail and Internet content. Employees must be aware that the electronic mail messages sent and received using Delta Hospice LLC Hospice equipment are not private and are subject to viewing, downloading, inspection, release, and archiving by Delta Hospice LLC Hospice officials at all times.

#### **4.20. Confidentiality of Email**

As noted above, electronic mail is always subject to monitoring, and the release of specific information is subject to applicable state and federal laws and Delta Hospice LLC Hospice rules, policies, and procedures on confidentiality. Existing rules, policies, and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software. Since there is the possibility that any message could be shared with or without your permission or knowledge, the best rule to follow in the use of electronic mail for non-work-related information is to decide if you would post the information on the office bulletin board with your signature.

It is a violation of Delta Hospice LLC Hospice policy for any employee, including system administrators and supervisors, to access electronic mail and computer systems files to satisfy curiosity about the affairs of others. Employees found to have engaged in such activities will be subject to disciplinary action including termination.

#### **4.21. Policy Statement for Internet**

Using the Internet on Delta Hospice LLC Hospice computers is to further the mission of Delta Hospice LLC Hospice, to provide effective service of the highest quality to our patients, their family, and staff, and to support other direct job-related purposes. Delta Hospice LLC Hospice reserves the right to limit/control access to Internet browser(s) as it deems necessary/appropriate.

The various modes of Internet/Network access are Delta Hospice LLC Hospice resources and are provided as business tools to employees on an "as needed" basis. Limited personal use of Internet resources is a special exception to the general prohibition against the personal use of computer equipment and software and requires approval of your supervisor.

Employees are individually liable for all damages incurred because of violating Delta Hospice LLC Hospice security policy, copyright, and licensing agreements. Employees cannot load software onto their computer without authorization from the Director of IT. All policies and procedures apply to employees' conduct on the Internet, especially, but not exclusively, relating to intellectual property, confidentiality, Delta Hospice LLC Hospice information dissemination, standards of conduct, misuse of Delta Hospice LLC Hospice resources, anti-harassment, and information and data security.

The use of Delta Hospice LLC Hospice's automation systems, including computers, fax machines, and all forms of Internet/Intranet access, is for company business and is to be used for authorized purpose only. Brief and occasional personal use of the electronic mail system or the Internet is acceptable if it is not excessive or inappropriate, occurs during



personal time (lunch, breaks, before or after work hours) and does not result in expense to Delta Hospice LLC Hospice.

#### **4.22. Social Media Policy**

Delta Hospice LLC Hospice recognizes that Social Networking (such as personal web sites, blogs, Facebook, MySpace, Twitter, LinkedIn, Instagram, Snapchat, Tick Tock, online group discussions, text messaging, message boards, chat rooms, etc.) can be used by employees for personal as well as business purpose. The Company also understands how the use of the internet social network sites and blogs can shape the way the public views

our products, employees, vendors, partners, and customers. The Company respects the right of any employee to maintain a blog or post a comment on social networking sites. However, the Company is also committed to ensuring that the use of such communications serves the needs of our business by maintaining the Company's identity, integrity, and reputation in a manner consistent with our values and policies. Therefore, Delta Hospice LLC Hospice has established the following rules and guidelines for communication Company- Related information via social networking forums whether used in or outside the workplace:

##### **1. Personal Blogging or Social Networking on Company Time**

Employees may not post on a personal blog or web page or participate in a personal social networking site during working time or at any time with Company equipment or property. Working time is your scheduled time of work, not including lunch hour, breaks or time prior to or after your shift.

##### **2. Authorization**

Employees must get written authorization before commenting about the Company's services products on blogs or social networking sites. If authorization is given, the employee must clearly and conspicuously disclose his or her employment relationship with the Company when posting a comment regarding our services or products.

##### **3. Legitimate Business Purpose**

Any employee engaging in Social Networking or Blogging for legitimate business purpose (an employer-sponsored blog or media site) must get express approval of all content with the appropriate supervisor before posting. Employees engaged in blogging or networking for legitimate business purposes are responsible for complying with all company policies.

##### **4. Disclaimer**

Any employee who mentions the Company on a personal blog or social networking account must include a disclaimer that specifically states that the opinions and attitudes expressed are those of the employee alone and may not be aligned with those of the Company. The employee must make it clear that he or she is speaking for himself or herself and not on behalf of the organization.

##### **5. Restriction on Customers, Clients, Vendors, Products and Services**

Employees are prohibited from soliciting Company customers, vendors, or clients to be 'friends' or contacts on any social or professional networking site except when the contact has also been divulged to the company or in cases where there is a pre-established relationship outside the company, which has been disclosed to and approved by the Administrator at the time of employment or institution of this policy. Employees are not to advertise or sell any of the Company's products or services on any website or social





network.

## 6. Proprietary and Confidential Information.

All other Company rules and policies regarding disclosure of sensitive, proprietary, financial, or confidential information apply in full to blogs and social networking sites. This includes, but is not limited to, information about trademarks, upcoming product releases, finances, products sold, company strategies and any other information not previously publicly released by the Company. Company logos and trademarks may not be used without express written permission from the company. To ensure that Delta Hospice LLC Hospice, its customers, vendors, and employees are not defamed or injured through use of blogs and Social Networking sites, Delta Hospice LLC Hospice takes a strong stance against employee blogs or social network sites containing false information or file accusations.

## 7. Discrimination and Harassment

All other Company rules and policies regarding discrimination, harassment, and retaliation apply in full force to logs and social networking sites. The Company is firmly committed to its equal employment opportunity policies and does not condone or tolerate discrimination. The Company also prohibits all forms of unlawful discrimination, harassment, and retaliation. Employees are prohibited from engaging in any conduct, activities, communication, or postings that violate Company policies regarding discrimination, harassment, and retaliation. No messages with derogatory or inflammatory remarks about any legally protected characteristic (including but not limited to race, color, national origin, sex, disability, age, religion, veteran status, sexual orientation, or preference, shall be transmitted, or retrieved. Any conduct, which is impermissible under the law, if expressed in any other form or forum is also impermissible if expressed through blogs, social networks, text messages or other electronic means.

## 8. Media Contacts

Media contacts made through any media outlets, blogs or social networking sites regarding the Company, its products, employees, partners, vendors, customers, or competitors should be referred for coordination and guidance to the Administrator or owner.

## 9. Right to Monitor

The Company reserves the right to monitor all public blogs and social networking forums for the purpose of protecting its interest and monitoring compliance with Company policies. If activity is found to be compromising or insubordinate, the company may require cessation and removal of any detrimental commentary or postings. The Company reserves the right to access any Company computers and electronic communication devices to monitor blogs and online websites. Employees should not maintain any expectation of privacy with respect to information transmitted over, received by, or posted on such sites.



## 10. Reporting

If an employee believes that a blog or other online communication violates any Company policy, the employee should immediately report the blog or online communication to the Administrator. The company will investigate the matter, determine whether such blog, posting, website, or communication violates Company policies and take appropriate action.

## 11. Violations of Policy

Any employee who violates this policy may be subject to disciplinary action, up to and including termination. Additionally, violations of this policy may result in criminal prosecution, reimbursement of expenses incurred because of the violation, and additional legal action.

## 12 Employee Rights

This policy is not intended to restrict an employee's right to discuss things with coworkers, supervisors, or managers, or in any way to limit an employee's exercise of rights under the National Labor Relations Act (NLRA). Employees will not be disciplined or related against for engaging in activities protected under the NLRA. Employees who have concerns or questions regarding their rights under the NLRA should contact Human Resources.

### **4.23. Conflict of Interest Policy**

Employees of Delta Hospice LLC Hospice are expected to conduct the business of Delta Hospice LLC Hospice with total objectivity. A conflict of interest may exist where an individual stands to gain or lose personally from a Delta Hospice LLC Hospice business decision; or where an employee or member of his or her immediate family has an interest, direct or indirect, in an entity dealing with Delta Hospice LLC Hospice, and the interest is of such an extent or nature that his or her decision might be affected or determined by it; or an employee serves in an advisory, consulting, technical, or management capacity for any non-affiliated business organization which does significant business with or is a competitor of Delta Hospice LLC Hospice. If a conflict of interest or appearance of conflict is unavoidable, an employee should inform his or her supervisor immediately. All applicants should also report any potential conflict of interest.

The appearance of a conflict of interest may be just as damaging to the reputation of Delta Hospice LLC Hospice as a real conflict. All employees are expected to take an objective look at their actions from time to time to determine whether a reasonable observer would have any grounds to believe a conflict of interest exists.

No solicitation. During the At-Will Employment Period and during the six month period



immediately following Termination (the “Non-Solicit Period”), Employee shall not, directly or indirectly, individually or on behalf of any Person other than Company or its Affiliates, (1) aid or endeavor to solicit or induce or attempt to induce any Covered Employee to leave the employ of Company or its Affiliates, or in any way interfere with the relationship between Company or its Affiliates and any Covered Employee, (2) hire any Covered Employee, (3) induce or attempt to induce any Covered Party to cease doing business (or decrease the amount of business it does) with Company or its Affiliates or to do business with Employee or any Competitive Business, (4) in any way interfere with the relationship between any Covered Party and Company and/or its Affiliates, (5) provide goods or services to any Covered Party, or (6) acquire or attempt to acquire an interest in any business that is similar, identical, or relating to the business of Company, its Affiliates, or any business for which Company or its Affiliates have engaged in substantive discussions relating to the acquisition of such business at any time within the one-year period immediately preceding the termination of Employee’s employment with Company. For purposes of this Agreement, “Covered Employee” means any employee of Company or its Affiliates with whom Employee had contact during the At-Will Employment Period or about whom Employee gained Confidential Information and who is either a current employee of Company or its Affiliates or a former employee of Company or its Affiliates whose employment terminated during the year immediately preceding Termination. For purposes of this Agreement, “Covered Party” means any customer, patient, referral source, supplier, licensee, or other business relation of Company or its Affiliates with which Employee had contact during the At-Will Employment Period or about which Employee gained Confidential Information.

Employee agrees that from the date of termination or last day of work that I will not contact or have another company contact any patients or patients’ families including written, verbal, or face-to-face communication, as this will be considered solicitation as well as a HIPAA violation and misuse of PHI.

Additional Acknowledgments.

- (i) Employee acknowledges that the Company provided sufficient consideration for Employee to be bound by the restrictions set forth in this Agreement.
- (ii) Employee acknowledges that Employee has carefully read this Agreement and has had the opportunity to consult with legal counsel of Employee’s choosing regarding its contents, has considered the restraints imposed upon Employee by this Agreement and is in full accord as to their necessity for the reasonable and proper protection of Confidential Information and business interests and goodwill of Company and its Affiliates now existing or to be developed in the future.

**4.24. Confidential Information**

Disclosure of confidential information may be cause for termination of employment



and/or possible legal action. "Confidential Information" includes all verbal and written communications between the parties relating to the business of Delta Hospice LLC Hospice including without limitation all client information, trade secrets, pricing and other financial information, marketing strategies, technical information, ideas, concepts, know-how, technology, processes, and methodologies. It does not include information that is in the public domain at the time of disclosure or that enters the public domain other than through a breach of the obligations not to disclose.

Employees must treat Confidential Information as confidential and not disclose the information to any person except for the purpose for which it was disclosed without the prior written approval of the organization. Employees must not disclose Confidential Information to any third party without first obtaining a written confidentiality agreement from the recipient.

Employees may not copy or make use of Confidential Information except in furtherance of the purpose for which it was disclosed to them. Employees must always take proper and adequate precautions to preserve the confidentiality of the Confidential Information. Confidential Information remains the sole property of Delta Hospice LLC Hospice and/or its clients and the recipient obtains no proprietary interest of any kind in that information under the Agreement. Employees must return to the organization all documentation containing or relating to the Confidential Information, whether in electronic form or otherwise, at the earlier of a request by Delta Hospice LLC Hospice, the date at which the documents are no longer necessary for business purposes, or upon separation from employment. For employees no longer employed by the Delta Hospice LLC Hospice, any use of patient information will be considered theft and a violation of HIPAA policy and appropriate actions will be taken against the ex-employee regarding the improper use of this information.

#### **4.25. Solicitation and Distribution**

Delta Hospice LLC Hospice reserves the right to limit or restrict solicitation and distribution of materials for employees or non-employees. Posting or distribution of materials by non-employees requires pre-approval from the Administrator or CEO/Owner of Delta Hospice LLC Hospice. Persons who are not employees of Delta Hospice LLC Hospice will not be permitted to come upon Delta Hospice LLC Hospice premises for the purposes of making solicitations of any kind to employees, or posting or distributing literature, notices, messages, or material of any kind.

#### **4.26. Disciplinary Action**



Delta Hospice LLC Hospice intends to address violations of the standards of conduct through various forms of discipline. Discipline means that an employee will normally be subject to

a verbal warning, followed by a written warning, and then termination from employment, depending on the situation and facts. Employees should recognize, however, that certain types of violations are serious enough to justify immediate suspension or even termination of employment with no prior warning (see Major and General Rule Violations listed on page 14). By using various forms of discipline, Delta Hospice LLC Hospice believes most employee problems can be corrected at an early stage benefitting both the employee and Delta Hospice LLC .

#### **4.27. Corrective Action**

Employees are expected to comply with Agency standards for work performance and personal conduct and to follow established policies and procedures. Any employee who commits an offense will be subject to corrective action. Corrective action is and must remain solely within the discretion of the management. Delta Hospice LLC Hospice retains the right to discharge any employee at any time without notice, cause, or additional compensation beyond that which is due to employees for hours already worked.

#### **4.28. Action Determination**

1. The level of corrective action is intended to be in keeping with the offense, consistent with prior actions and designed to influence the employee to improve.
2. Supervisors are expected to investigate the situation prior to taking corrective action. The level of investigation that is expected will vary with the situation.
3. Employees may be placed on suspension without pay until the investigation is completed.

#### **4.29. Corrective Action Plan**

When corrective action is warranted, the following may be employed depending upon the severity of the offense at the discretion of management.

1. Documented Verbal Warning
2. Written Warning
3. Final Written Warning
4. Suspension Without Pay
5. Discharge

The supervisor using the Employee Counseling Form will record all corrective action. The Employee Counseling Form will be completed by the supervisor and reviewed with Administration prior to being presented to the employee.

Discharge results when further misconduct or continued unacceptable performance has



continued or when management determines at its discretion that the offense justifies discharge.

#### **4.30. Counseling**

The supervisor and an appropriate member of Administration will counsel the employee and review the Corrective Action as close to the time of the offense as possible. The Employee Counseling Form will be signed by the employee, the supervisor and the appropriate member of Administration and may be forwarded to other members of Administration for review, if necessary. The Employee Counseling Form will be included in the employee's personnel file.

#### **4.31. Gifts and Gratuities**

Employees may not accept gifts or money from patients or families. If offered, your appreciation should be expressed, but the gift declined with an explanation stating that we offer professional services to all patients and that agency policy prohibits gifts from being accepted. The agency policy prohibits the staff from giving gifts to patients and families as well.

#### **4.32. Complaints**

Any staff member who has a complaint of unlawful harassment at work by anyone, including supervisors, co-workers, or visitors, must bring the problem to the attention of the Agency. Staff members may bring their complaint to their supervisor, a member of management, or Human Resources. If the complaint involves someone in the staff member's direct line of command, then the staff member may go to another supervisor with the complaint.

All complaints will be promptly handled and as confidentially as possible under the circumstances. The Agency will exercise confidentiality in conducting its investigation of a complaint, but all staff members should realize that some complaints, by their very nature, might necessarily result in the disclosure of facts that will make the identity of the parties to the complaint obvious to the accused or witnesses.

The Agency will retain confidential documentation of all allegations and investigations and will take appropriate corrective action, including disciplinary action, up to and including termination when justified, to remedy all violations of this policy.

Delta Hospice LLC Hospice prohibits any retaliation against any staff member who raises concerns about discrimination or harassment, whether formally or informally, whether within or without the Agency, and whether those concerns are determined to be valid.

## **5. COMPENSATION POLICIES**



Delta Hospice LLC Hospice compensation policy is to strive to pay wages that are competitive with those in the community and the industry, recognizing individual efforts and contributions to the success of Delta Hospice LLC Hospice. The basis for an employee's compensation will be his or her knowledge, skills, ability, and scope of responsibilities, as well as the demands of the job.

### **5.1. Overtime**

Overtime pay is required for non-exempt employees whose hours worked exceed forty (40) in a workweek. Paid time off that is not worked, such as holidays, PTO, and leave, is not counted as "hours worked" for the purpose of calculating overtime. Employees are not allowed to work overtime unless a supervisor has approved it in advance. Working unauthorized overtime is considered a violation of the rules of conduct and subject to discipline up to and including termination. Each employee's timecard should be accurately recorded to reflect all time worked. Under no circumstances should an employee work "off the clock," and any such request from a Delta Hospice LLC Hospice supervisor should be reported to administrative or executive personnel immediately.

### **5.2. Timesheets**

All employees must keep accurate records of their work time, using the time sheets provided by the Delta Hospice LLC Hospice. As these sheets provide the basis for your compensation employees must never punch in or out or record time for another employee. Any employee who falsifies his or her own time sheet or who punches in or out or records time for another employee will be subject to discipline up to and including immediate termination. If you make an error on your own time sheet, contact your supervisor immediately. Any changes on a time sheet must be initialed by the employee and the supervisor.

### **5.3. Company Issues Credit Card Policy**

The Company will issue company credit cards to certain employees for use in their jobs; this policy sets out the acceptable and unacceptable uses of such credit cards. Use of company -issued credit is a privilege, which the Company may withdraw in the event of serious or repeated abuse. Any credit card the Company issues to an employee must be used for business purposes only, in conjunction with the employee's job duties. Employees with such credit cards shall not use them for any non-business, non-essential purpose, i.e., for any personal purchase (i.e., transactions for the benefit of anyone or anything other than the Company) with their own funds or personal credit cards. The Company will not regard expenses for one's own-business related use, such as lodging and meals while on company-approved business trips, as personal purchases, if such expenses are consistent with the Company's travel and expense reimbursement policy. If any employee uses a company credit card for personal purchases in violation of this policy, the cost of such purchase(s) will be considered an advance of future wages payable to that employee and



will be recovered in full of the employee's next paycheck; any balance remaining will be deducted in full of subsequent paychecks until the wage advance is fully repaid. Such deductions may take the employee's pay below minimum wage for the pay period(s) in question. If an employee uses a company credit card for any other type of unauthorized transaction in violation of this policy, i.e., incurs financial liability on the Company's part that is not within the scope of the employee's duties or the employee's authorization to make business-related purchases, the cost of such purchase(s) or transaction will be the financial responsibility of that employee, and the employee will be expected to reimburse the Company via deductions from pay until the unauthorized amount is fully repaid. Such deductions will be in the amount of the unauthorized purchase(s), but if a deduction for such amount would take the employee below minimum wage for the workweek in question, the deduction will be in two or more equal increments that will not take the employee's pay below minimum wage for any workweek involved. In addition to financial responsibility and liability for wage deductions, any purchases an employee makes with a company credit card in violation of this policy will result in disciplinary action, up to and possibly including termination of employment, depending upon the severity and repeat nature of the offense.

#### **5.4. Pay Periods and Payroll Deductions**

Employees are paid, via paycheck every other week on Friday. Delta Hospice LLC Hospicewill have deducted amounts required by law, such as those for federal income tax and social security (FICA), or ordered by a court, such as garnishment of wages. Delta Hospice LLC Hospice will also deduct amounts authorized by the employee in writing, such asfor insurance premiums, etc. Delta Hospice LLC Hospice will not authorize advances on paychecks or loans to employees. If you cannot pick up your paycheck, you may send arepresentative who must present your written authorization before your check will be released to him or her and they must be listed on approved list. If payday falls on a holiday, you will be paid on the last scheduled workday prior to the holiday.

#### **Deductions from Exempt Employee's Pay**

The FLSA prohibits certain salary deductions from exempt employees. Improper deductions from an exempt employee's salary include:

- Partial day absences (except for Family and Medical Leave Act purposes)
- Variations in the quality of work
- Variations in the quantity of work
- Absences created or caused by the employer or by the operating requirements of the business

The FLSA allows certain deductions from the salary of an exempt employee, including:

- Deductions for one (1) or more full day absences for personal reasons, other than sickness and disability
- Deductions for one (1) or more full day absences because of sickness or disability if such deductions are made when accrued leave under Delta Hospice LLC Hospice paid leavepolicies is exhausted. (However, pay for a single day can be a combination of regular pay and accrued time off pay. In addition, the Delta Hospice LLC Hospice reserves the right to dock from applicable accrued leave for partial or full day



- absences.)
- Deductions for Family and Medical Leave (FMLA) including intermittent or partial day leave
  - Deductions for good faith full day disciplinary suspensions for violations of written workplace conduct rules, but not for performance or attendance problems
  - Deductions for whatever day(s) of the first and last weeks of employment the employee does not work
  - An exempt employee does not have to be paid for any workday/week in which he/she does not work at all. For example, employers may "dock" the base pay of salary basis (exempt) employee in full day increments, for disciplinary suspensions, or for personal leave, or for sickness under a bona fide sick leave plan (example if the employee has run out of accrued sick leave/PTO).

As noted above any other mandatory deductions to be made from your paycheck, such as taxes and court ordered garnishments, will be explained whenever the Delta Hospice LLC Hospice is ordered to make such deductions.

In addition, it may be possible for you to authorize the Delta Hospice LLC Hospice to make additional deductions from your paycheck for extra income taxes, insurance benefits (if eligible) or other miscellaneous deductions. Contact the Human Resources Manager for details and the necessary authorization forms.

Delta Hospice LLC Hospice reserves the right to make deductions and/or withhold compensation from an employee's paycheck if such action complies with applicable state and federal law. In addition, Delta Hospice LLC Hospice reserves the right, as authorized, to dock the pay of employees as a means of reimbursing Delta Hospice LLC Hospice for non-authorized expenses made by the employee and/or for expenses incurred by the employee that are not authorized or properly and timely documented.

EXEMPT / NONEXEMPT EMPLOYEES: Employees whose jobs are governed by the FLSA are either "exempt" or "nonexempt." Per the Fair Labor Standards Act, nonexempt employees are entitled to overtime pay (hourly). Exempt employees are not (salaried).

## **5.5. Reporting Errors and Mistakes**

Every effort is made to avoid errors in your paycheck. If you believe that you have been paid incorrectly or an improper deduction was taken from your paycheck, you should immediately report it to the Administrator. Complaints will be investigated promptly. If it is determined that an error has been made or an improper deduction was taken, reimbursement will be made as soon as business needs allow and generally will be made within 48 hours. No employee who makes such a complaint will be subject to retaliation.

## **5.6. Terminations and Severance Pay**



Delta Hospice LLC Hospice does not pay severance pay. When you leave Delta Hospice LLC Hospice, you will be paid for actual time worked.

### **5.7. Expense Reimbursement**

Your supervisor in advance of incurring the expense must approve all reimbursable expenses. Should an employee incur an out-of-pocket expense that is work related, they may recoup their costs by using an expense reimbursement form, which must be signed by their supervisor. All expense reports must be completed within thirty (30) days of the incurred expense.

### **5.8. Other Deductions**

Delta Hospice LLC Hospice may make deductions from your final pay, (including your final paycheck), from time to time, for reasons that fall into the following categories:

#### **Repayment of wage overpayments:**

- The cost to Delta Hospice LLC Hospice of personal long-distance calls made on business phones or on the company's accounts, non-business cell phone costs, charges, and fees.
- Deductions for wage garnishments and/or court ordered wage withholding such as child support, federal student loans, IRS tax levies, bankruptcies or other government agency or court ordered wage garnishments.
- Deductions for all equipment issued to you but not returned including but not limited to business computers, iPads, tablets, laptop computers, cellular phones, pagers, office supplies, tools, safety gear, etc. If these items are not returned in reasonable working order within 3 days following Delta Hospice LLC Hospice's request for such items, the replacement value of such item(s) will be deducted from your paycheck, including your final paycheck, and that if such item(s) are returned in reasonable working condition following the 3-day deadline (but before Delta Hospice LLC Hospice purchases a replacement), Delta Hospice LLC Hospice will reimburse you for the amount deducted.
- The replacement cost of all equipment issued to the employee and damaged because of your own intentional or negligent conduct as determined by the Delta Hospice LLC Hospice.
- The amount of any personal or unauthorized expenses on corporate accounts or corporate credit cards or the amount of any authorized expenses on corporate accounts or credit cards for which the employee has failed to timely and properly submit documentation to justify the expense in whole or in part.
- For exempt employees, Delta Hospice LLC Hospice may make deductions from regular salary for absences in accordance with state and federal law.

Delta Hospice LLC Hospice may deduct money from your pay, including your final



paycheck, for the circumstances that may exist for the items listed above. Under no circumstances will the deduction reduce your wages for the pay period to an amount that falls below that which is required by state or federal law. Delta Hospice LLC Hospice will provide you with a written explanation of any deductions from your pay, including your final paycheck that may be made pursuant to this authorization.

## 5.9. Health Insurance

Health insurance is provided to full time employees. The employer contribution is \$200.00 a month toward the premium and the employee will pay the remainder of the balance monthly. Health insurance is a benefit, not a requirement. If you choose to not accept the health insurance benefit or you are denied for coverage, you will not receive the \$200.00 health insurance contribution from Delta Hospice LLC Hospice.

## 5.10. Workers' Compensation Benefits

Delta Hospice LLC Hospice does **NOT** provide workers' compensation coverage for employees who have been injured on the job or who have sustained an occupational illness.

## 5.11. Holidays

**Full-time** salaried and hourly employees are eligible for paid Holidays after 30 days of employment. The following six (6) days will be observed as paid holidays

- New Year's Day
- Memorial Day
- 4<sup>th</sup> of July
- Labor Day
- Thanksgiving Day
- Christmas Day

Holidays will be compensated at eight (8) hours for regular, full-time employees. Holidays are not treated as 'hours worked' for the purpose of calculating overtime pay. If a Holiday falls during an employee's scheduled PTO, the day will be counted as a holiday rather than a PTO day. If a holiday falls on a Saturday or Sunday, then Delta Hospice LLC Hospice will designate, in advance, what day(s) will be treated as a holiday. If an employee works on a recognized holiday, then they may request another day off. The request must be approved by your supervisor prior to working the holiday. If an employee calls in the day prior to or after the Holiday, the Holiday will not be a paid Holiday.

### **Paid Time Off (PTO)**

- **Full-time** salaried and hourly employees are eligible for PTO.
- Part-time employees and per visit employees (PRN) are **NOT** eligible for PTO.



- All requests for PTO must be in writing two (2) weeks prior and must go through the Immediate Supervisor for proper approval. PTO forms are available in the front office.
- Full Time Employees will accrue 3.33 PTO hours per month pro-rated on their hire date.
- Each full-time employee will accrue paid time off up to a maximum reserve of 40 hours in the year.
- PTO time may be used after the completion of sixty (60) days of employment. Any time off taken prior to sixty (60) days of employment will be unpaid time off.
- If not used for a sick day, all PTO must be requested in writing from the Supervisor in advance of taking the days off to allow for cross coverage and approval. PTO must be requested at least two (2) weeks in advance to arrange coverage. Business necessity will always have precedence over PTO requests. Our patients' and family needs must be met before PTO can be approved. The Supervisor will either approve or deny the request (just because an employee request PTO, does not mean that it is approved).
- If more than one employee has requested PTO at the same time as another employee, and staffing does not allow both employees off, the PTO will be granted in order of the first requested.
- Eligibility for paid PTO depends upon your length of employment with Delta Hospice LLC Hospice.
  - Full-time salaried and hourly staff employed before January 1<sup>st</sup> of the current year are credited with five (5) days / (40 hours) of PTO. You may use PTO hours throughout the year.
  - All management (directors) and above who have been employed five (5) years or more have an additional 5 days / (40 hours) of PTO per year.
  - All full-time employees who have been employed 5 years or more will an additional 3 days / (24 hours) of PTO per year.
- Delta Hospice LLC Hospice reserves the right to, without notice, revise these leave of absence policies.
- Please note that Delta Hospice LLC Hospice does not have sick days, but PTO time may be used when you are off due to an illness or injury.
- PTO must be used in advance of unpaid time off unless the employee is in the first sixty (60) days of employment when PTO is not yet accrued.
- PTO eligibility does not accrue during unqualified leaves of absence.
- If an employee is out due to illness and has no PTO available, the employee will be off without pay.
- **PTO days/hours will not rollover to the following year and must be used within the year accrued.** There will be NO monetary reimbursement of any kind for the PTO benefit. If accrued PTO days are not used during the year, they will be lost as of December 31<sup>st</sup>. There will be NO monetary compensation for PTO time upon resignation or termination of employment. In fact, upon resignation or termination of employment, if the employee has a negative balance for PTO, it will be taken back at an hourly rate from their last paycheck.
- If resignation has been given, then PTO **CANNOT** be taken during that period notified.
- From December 15<sup>th</sup> to January 5<sup>th</sup> of each year, if more that 5 days are requested off, approval must be obtained by the Administrator to allow adequate coverage to

meet patient needs. Also, during December, administrative approval will be required to have more than one person off per department. All PTO request for the month of December will need approval by the Administrator and should be requested one (1) month in advance.

- In the event of involuntary termination, accrued PTO will not be paid.
- Employees cannot 'make up' time lost due to absences by working from home or office after work hours.

Once the supervisor approves PTO – proper coverage will be provided for patient care. The PTO form will be placed in site PTO binder, emailed to HR, Payroll, and Administrator to be kept in the HR Company PTO Binder for tracking and deducted from Payroll. It will also be placed on the PTO Calendar.

## **6. TIME OFF BENEFITS**

To meet the personal needs of its employees, Delta Hospice LLC Hospice provides a variety of leaves of absence in the following situations

### **6.1. Sick Leave**

Delta Hospice LLC Hospice does not have paid sick leave; however accumulated PTO may be used as outlined in the PTO section.

- Employees must report on their timesheets any time missed due to an illness/injury for which you wish to be paid PTO.
- If you are unable to report to work, you must report your absence to your supervisor at least 2 hours prior to the start of your shift. Unless you are on an approved leave of absence, you must contact your supervisor daily during working hours (8:30- 5:00) and keep them informed of your intent to return to work. Calls must be made by the employee and not a family member or friend except in emergency situations. Emails, voice mails, texts or calls left with co-workers are not acceptable, and will not fulfill your responsibility to provide notice under this policy. If you are not able to speak to your manager or Human Resources Manager, you will need to call back. Calls made by someone else on your behalf (spouse or otherwise) to your supervisor are not acceptable unless you are physically unable to call yourself. "Calling-in sick" for reasons other than that which are outlined under these guidelines may result in disciplinary action up to and including termination of employment.
- Delta Hospice LLC Hospice, at its discretion, may require you to submit a doctor's note to verify your illness. If you are frequently absent, or out for more than three (3) consecutive days, you will be required to provide a physician's statement confirming the illness or injury, and that you are released to return to work. Absence from work for two (2) days without promptly reporting your absence to your supervisor may be considered job abandonment, which is a voluntary resignation.

If you are a non-exempt employee, PTO for an illness or injury, like regular pay compensation, is calculated within the week that the PTO for sick leave was taken. Each week stands alone. PTO does not count as "hours worked" in the calculation of overtime pay. You may use accrued PTO for absences due to illness or injury.

However, in such instances, a minimum of two (2) hours accrued PTO must be used (see



*policy* in this section). If you do not have PTO accrued, your absence will be without pay. In addition, non-exempt employees who prefer not to use their PTO may, upon approval of their supervisor, make up the absence time within the same week or they may choose to be docked by indicating so on their time sheet. Unless prohibited by law, employees who take time off when they do not have sufficient PTO to cover their absence may be subject to disciplinary action, up to and including termination of employment.

## 6.2. Bereavement

In the event of a death in your immediate family (defined as: spouse, children, stepchildren, parents, stepparents, grandparents, grandchildren, brothers, sisters, stepbrothers, stepsisters, parents-in-law, grandparents-in-law, brothers and sisters-in-law, and sons and daughters-in-law), full time employees may take up to three (2) paid days at full pay to attend the funeral and tend to other matters related to the death. It should not, however, be automatically assumed that each incident of death requires two days of bereavement leave.

For any other deaths in the family, the employee may request bereavement time to be assessed and approved by administration on individual cases. Each incident should be considered on its individual merits (e.g., the employee's relationship with the family member who died; the employee being responsible for making arrangements; the employee being required to travel), at which time the company will determine if approved and upon approval may use available PTO or unpaid days for time off as needed or additional time off as necessary.

## 6.3 Family and Medical Leave

Delta Hospice LLC Hospice recognizes that it is important for employees to have leave for serious medical conditions, to participate in early child rearing, and to care for family members who have serious health conditions. Accordingly, as required by law, Delta Hospice LLC Hospice will permit eligible employees to take Family and Medical leave ("FMLA leave"), in accordance with the terms of this policy.

**Eligibility:** To be eligible to take Family and Medical leave, an employee must be employed by Delta Hospice LLC Hospice for at least Thirty-Six (36) months and must have worked at least 3,750 hours in the immediate past year before the date of the requested leave.

**Allowable Reasons for FMLA Leave:** An eligible employee will be allowed to take up to Four (4) weeks of unpaid leave in a twelve (12) month period for any of the following reasons:

- To care for a newborn child or the placement of a child with the employee for adoption or foster care.
- To care for spouse, child, or parent of the employee who has a serious health condition.
- Because of the employee's own serious health condition; or
- Because of "any qualifying exigency" arising because the spouse, son, daughter, or



parent of the employee is on active military duty or has been notified of an impending call to active military duty. The term “qualifying exigency” includes:

- Short notice deployment.
- Military events and related activities.
- Childcare and school activities.
- Financial and legal arrangements.
- Counseling.
- Rest and recuperation.
- Post-deployment activities.
- Additional activities agreed to by employer and employee.

For those employees requesting leave to care for an immediate family member with a serious health condition, Delta Hospice LLC Hospice may require the employee to submit proof of the familial relationship, such as a birth certificate or marriage license. Any such document will be promptly returned to the employee after it has been reviewed.

If Delta Hospice LLC Hospice employs both you and your spouse, you may only take a combined total of 4 weeks if the leave is taken for the birth or adoption of your child or the care of a parent with a serious health condition.

#### **6.4 Employee Notice of FMLA**

If the reason for the FMLA leave is foreseeable, the employee is to give Delta Hospice LLC Hospice thirty (30) days’ notice. If the need for leave is not foreseeable, the employee is expected to notify Delta Hospice LLC Hospice as soon as possible and, in no event, more than two days after knowing of the need for leave. Asking your supervisor for a Family and Medical Leave and completing a FMLA Request Form, which is available from Human Resources, accomplish notice to Delta Hospice LLC Hospice. If the reason for the leave is a family member's serious health condition or that of the employee, the employee must complete a Certification of Health Care Provider form, which must be returned to the supervisor within fifteen calendar days from the request for leave.

#### **6.5 Pay and Benefits During FMLA**

Generally, FMLA leave is unpaid. However, an eligible employee must use any unused PTO during the absence. The employee's health plan insurance coverage will be maintained during the leave under the same conditions as if the employee had continued to work. This means that the employee must continue to pay the portion he or she normally pays toward the premium or risk cancellation of health benefits coverage during the leave. Information on how and when to make premium payments will be provided to the employee in writing at the beginning of the FMLA leave. Benefits, such as PTO, do not accrue during a FMLA leave. An employee on FMLA leave is not eligible for holiday pay for a holiday, which falls during a FMLA leave.

#### **6.6 Return to Work**



The employee should notify Delta Hospice LLC Hospice of his or her intent to return to work two weeks prior to the anticipated date of return. Delta Hospice LLC Hospice will require a "fitness for duty" certification from the employee's health care provider verifying the ability to return to work in his or her former position, noting any accommodations required to allow the employee to resume working. Employees may also be required to submit to a medical examination before returning to work, under certain circumstances. If the employee returns to work prior to the expiration of available FMLA leave, the employee will normally be returned to his or her former position or a comparable position. If, however, the employee cannot return to work prior to the expiration of the FMLA leave, there is no guarantee of reinstatement. Any conflict between the provisions of this policy and the FMLA and its regulations will be resolved in favor of the FMLA and its regulations.

### **6.7 Extended Absence Terminal Provision**

Unless an employee is taking FMLA leave including intermittent leave, because of the nature of our business, any employee who is absent from work for more than twelve (12) weeks, will be automatically removed from payroll. Intermittent returns to work for a period of up to two weeks at a time shall not interrupt the running of time set forth in this provision. An employee will be considered unable to return to work if he or she is unable to perform the essential functions of the job, with or without reasonable accommodation. Such terminated employees are welcome to reapply for employment when they are able and willing to return to work.

### **6.8 Jury/Witness Duty**

An employee who is called to serve on a jury will be granted time off to fulfill his or her civic duty. The employee should submit a copy of the jury summons to his or her supervisor to be eligible for jury leave. An employee who submits a statement from the court detailing the dates served and the amount paid will be reimbursed for their normal compensation, up to a maximum of five (5) calendar days. An employee who receives a subpoena to serve as a witness in a civil, criminal, legislative, or administrative proceeding will be given time off without pay to comply with the subpoena.

### **6.9 Military Leave**

Delta Hospice LLC Hospice will grant military leave in accordance with applicable law. Where it is proper, employees will be returned to a position in compliance with applicable state and federal laws including the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994. As this is an unpaid leave of absence, subject to any applicable FMLA rights described above, all benefits will cease until the employee returns to work. However, the employee may elect to start COBRA. For more information on Military leaves, qualified employees may learn more about the programs on the Department of Labor's website at [www.dol.gov/elaws/userra.htm](http://www.dol.gov/elaws/userra.htm).

### **6.10 Voting Leave**





Any employee who does not have two consecutive non-work hours while the polls are open on Election Day will be given two hours off to vote. Scheduling arrangements should be made with your supervisor in advance to request such leave.

## **6.11 Make-Up Time for Bad Weather Days**

Delta Hospice LLC Hospice will remain open during bad weather, and it should be expected that business would operate as usual. If you find that distance, terrain, and road/highway conditions make it impossible to drive to work when it has iced and/or snowed, please consider your own safety first and use your judgment when deciding to report to work.

You will be expected to call your supervisor if you will not be in the office or will be late for a shift or assignment.

If you are unable to come to work, your supervisor will decide if it is necessary for you to make up your time within the same week. Otherwise, you may request approval as follows:

- Full-time non-exempt employees: Make-up time missed in the same week, be docked for the hours missed or use PTO hours, if available
- Part-time employees: Make-up time missed within the same week, or be docked for the hours missed
- Temporary employees: Make-up time missed in the same week or be docked
- Exempt employees-need to report any PTO taken.

If weather conditions are so severe or in an event that Delta Hospice LLC Hospice must close the office, the company will make every reasonable effort to notify the employees. Upon approval of upper management with closing the office, the employee will be paid for the day that the office was closed by management's approval.

## **MISCELLANEOUS**

### **7.1 License and Certification**

In those positions requiring license or certification, it is the responsibility of the employee to ensure that their license or certification remains current and valid. Employees must provide licensure / certification renewal cards to the Human Resources Department prior to their expiration date.

All employees must provide a current Driver's License and Vehicle Insurance Card to the Human Resources Department upon hire. It is the employee's responsibility to provide current Driver's License and Vehicle Insurance Cards as renewed to the Human Resources Department before the expiration date.

Failure to provide current license and certification information as described above could result in disciplinary action up to termination.

## **7.2 Leaving the Agency**

1. **VOLUNTARY** – At least thirty (30) day advanced notice of voluntary self-termination for Nurses, Social Workers, Chaplains, Hospice Care Consultants and Office Staff is desired and reflects a good employee’s professionalism toward their work, employer, and co-workers. At least two (2) weeks advanced notice of voluntary self-termination for Aides is desired. An employee who fails to report to work on time and does not call to explain their delay will be assumed to have voluntarily terminated their employment. Their position will be filled without notice to the employee. If you turn in your notice, you are not to inform staff or patients / families of where you are going.
2. **DISCHARGE** – Delta Hospice LLC Hospice reserves the right to dismiss an employee when the quality of an employee’s performance or conduct does not meet expectations, or for any other reason, with or without cause, except for reasons prohibited by state or federal law.

## **7.3 Building Security**

All employees who are issued keys to the office are responsible for their safekeeping. These employees will sign a Key Disbursement form upon receiving the key. The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that all doors are securely locked, thermostats are set on appropriate evening and/or weekend setting, and all appliances and lights are turned off with exception of the lights normally left on for security purposes. Employees are not allowed on Agency property after hours without prior authorization from your supervisor or Management.

## **7.4 Insurance on Personal Effects**

All staff members should be sure that their own personal insurance policies cover the loss of anything occasionally left at the office. Agency assumes no risk for any loss or damage to personal property.

## **7.5 Visitors in the Workplace**

To provide for the safety and security of staff members, visitors, and the facilities at Delta Hospice LLC Hospice, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps ensure security, decreases insurance liability, protects confidential information, safeguards staff member welfare, and avoids potential distractions and disturbances. If you wish to bring a visitor, family member, friend, etc. you must obtain approval from your supervisor or Management. Under no circumstances should visitors be given access to patient information or allowed to access the Agency’s computer systems.



## **7.6 Promotions**

When opportunities for promotions become available, first consideration will be given to current employees. Performance records, ability, loyalty, professionalism, overall job performance, and seniority will be considered as criteria for promotions

## **7.7 Company Vehicles**

Company Vehicles are provided to support business activities and are to be used only by authorized employees. These vehicles are to be operated in strict compliance with motor vehicle laws of the jurisdiction in which they are driven and with the utmost regard for their care and cost-efficient use. As an authorized driver of a company vehicle, you assume the duty of obeying all motor vehicle laws, proper maintenance of the vehicle at all times and abiding by the company policies relating to vehicles. Employees authorized to drive the company vehicles must have a valid driver's license issued in the state of Texas. Refer to company vehicle policy attached.

### **PAY PERIODS / DATES**

Our Payday is every other Friday, with the pay period ending the Sunday before. If it falls on a Holiday it will be paid day before or day after depending on the day of the week. Visits must be completed in agency software according to the timeline policy to ensure pay is calculated in a timely manner and delivered on the Pay Date as scheduled. All employees must turn in visit logs and time sheets by 0900 Monday morning for the pay period. Pay periods and Pay Dates will be provided annually in January of the new year.



**ACKNOWLEDGMENT OF AT-WILL EMPLOYMENT RELATIONSHIP  
AND RECEIPT/UNDERSTANDING OF HANDBOOK'S POLICIES**

I understand that my employment at Delta Hospice Care is on an at-will basis, and I may resign my position with the Delta Hospice Care for any reason without contractual obligation. I understand that Delta Hospice Care may terminate my employment at any time, with or without reason, without contractual obligation. I realize that the policies and procedures contained in this employee handbook are intended as guidelines only, and do not create any type of contract of employment.

***Patient Care Employees***

I understand that once I accept a patient, I become responsible for the care provided to that patient. I understand that should I decide to end my employment with Delta Hospice Care, I will provide as much notice as possible to ensure the patient has adequate coverage upon my departure. I understand that while my employment with Delta Hospice Care is “at-will,” the Board of Nursing measures my conduct and leaving (abandoning) a patient with no care is a violation of the BON regulations. I agree that this is unprofessional conduct and understand that should I choose to end my employment without notice it is conduct that is potentially reportable to the Texas Board of Nursing.

**Employee Declaration**

I understand that this employee handbook replaces all prior handbooks that I have received and that it is my responsibility to read and understand its contents. I also understand that the information in this employee handbook (except at-will employment status) is subject to change at any time at the sole discretion of the Delta Hospice Care. I understand that the Delta Hospice Care cannot anticipate every issue that may arise during my employment. If I have any questions regarding interpretation of this employee handbook, I should contact my supervisor or Human Resources.

I understand that failure to comply with the policies and procedures outlined in this handbook are grounds for disciplinary action up to and including termination from employment.

My Supervisor is: \_\_\_\_\_

\_\_\_\_\_  
Employee's Printed Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date



## ACKNOWLEDGEMENT OF AUTO LIABILITY INSURANCE POLICY

Delta Hospice Care requires its employees to provide proof of auto insurance as part of our hiring procedures. It is the employee's responsibility to provide Human Resources with current copies of your automobile insurance semi-annually or annually at renewal. A copy of your current automobile insurance must be in your Human Resources file.

Delta Hospice Care is **not liable** for any damages to your automobile, personal property or person in the event you are in an automobile accident while fulfilling your job duties. If you are in an accident, you should notify your supervisor immediately and your auto insurance carrier. It is your responsibility to notify your insurance provider that you use your automobile for business purposes.

### Employee Declaration

I have read and understand the above Automobile Liability Insurance Policy and agree to adhere to the guidelines outlined therein.

\_\_\_\_\_  
Employee's Printed Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date



## ACKNOWLEDGEMENT OF AUTO ALLOWANCE AND AUTO EXPENSES POLICY

Delta Hospice LLC Hospice provides a monthly auto allowance to applicable staff to assist with the cost of travel between patients. The following items are included in this auto allowance and will not be reimbursed individually:

- Tolls
- Mileage
- Gasoline
- Tires and other wear and tear on the vehicle
- Insurance premiums
- Any other cost of operating or maintaining vehicle

### Employee Declaration

I have read and understand the above Auto Allowance and Auto Expenses Policy and agree to adhere to the guidelines outlined therein.

\_\_\_\_\_  
Employee's Printed Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date



## **TIMESHEET AND PAYDAY POLICY**

It is the policy of this agency to pay its employees in a timely manner and in accordance with all Federal and State Laws and guidelines.

### **PROCEDURES**

- All employees classified as non-exempt, hourly status must sign-in and out and log the appropriate work times on the designated timesheet.
- Pay periods are every other week.
- Timesheets are to be submitted along with the appropriate documentation and discipline specific notes by 0900 every other Monday.
- If a holiday falls on payday, the checks will be distributed the business day prior to the holiday.
- Per the FSLA, exempt (salaried) employees are not entitled to overtime pay.
- Deductions will be made for all required taxes and other amounts required by law.
- Deductions will also be made as approved by the employee for benefits as applicable, for example: insurance premiums.
- For a person other than the employee to pick up a paycheck, they must present written authorization from the employee. A photo ID may be required if the identity of the person picking up the check is not known.

### **Employee Declaration**

I have read and understand the above Timesheet and Payday Policy and agree to adhere to the guidelines outlined therein.

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Employee's Printed Name

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Position

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Employee's Signature

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Date



**DELTA HOSPICE LLC HOSPICE ELECTRONIC  
SIGNATURE AUTHORIZATION/CONFIDENTIALITY  
FORM FOR EHR**

An electronic signature establishes authorship and validity of a statement, order, document, report, or record byan electronic means.

Request for an electronic signature must be approved by the Information Systems Department.

Electronic Signature Name: \_\_\_\_\_

User ID: \_\_\_\_\_

Confidentiality of systems' accounts, passwords, personal identification numbers (PINs) and other types of authorization assigned to individual users must be maintained and protected, and not inappropriately shared.

I understand that I am responsible for setting up my own password that meets the ITD requirements for security – 8 characters minimal with 1 capital, 1 lower, and 1 number or character.

I understand that when I am no longer affiliated with Delta Hospice Care, my direct supervisor or I will notify the Information Technology Department that I am no longer on staff.

By signing this Authorization/Confidentiality Form, I acknowledge that I am a user of the electronic signature system and will not release my user identification code or password to anyone or allow anyone to access or alter information using my identity.

I also understand that the electronic signature system I use is intended to be the legally binding equivalent of my authorized personal handwritten signature.

I am also responsible for the security of information stored in the Information Technology Department.

Name of Staff Member (print): \_\_\_\_\_ Title: \_\_\_\_\_

Signature of Staff Member: \_\_\_\_\_ Date: \_\_\_\_\_

Initials: \_\_\_\_\_

Authorized By: \_\_\_\_\_ Date Request Approved: \_\_\_\_\_





## **POLICIES, SAFETY POLICIES, AND PROCEDURES ACKNOWLEDGEMENT**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

I have been instructed, read, understand, and agree to adhere to all company policies, safety policies, and procedures presented to me concerning Delta Hospice Care. I have had the opportunity to ask questions and have had them answered.

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

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



## **Core Values and Code of Conduct Attestation**

A set of performance standards has been developed to establish specific behaviors that all employees are expected to practice while on duty. Our employees are expected to adhere to and practice these Core Values and Performance Standards outlined by Delta Hospice Care.

I have received information regarding Delta Hospice Care's Core Values and Code of Conduct. I have read and understand that I am required to comply with and practice the standards outlined to me.

Please Read the following statements below and initial each statement and sign at the bottom of the page.

<b><u>Statement</u></b>	<b><u>Initials</u></b>
I have received, read, and understand the Code of Conduct and agree to abide by it and have disclosed any potential conflicts of interest to my supervisor.	
I have no knowledge of any circumstances or facts involving Delta Hospice LLC Hospice or its employees or affiliates that could constitute a violation of any state or federal law.	
I understand and agree to fulfill my obligation to protect and preserve patient information, confidential information of Delta Hospice LLC Hospice, and both the physical and electronic information.	
I understand that it is my responsibility and obligation to report any possible violations of the Code of Conduct, policies, laws, and regulations to my supervisor.	
I acknowledge that Delta Hospice LLC Hospice has and maintains an Open-Door Policy.	
I understand and acknowledge that Delta Hospice LLC Hospice does not and will not tolerate retaliation or retribution against anyone who raises an issue or concern in good faith.	

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



## HIPAA AGREEMENT

**Delta Hospice Care** is a company that takes great pride in a job well done! In healthcare today it is imperative that our patients and customers can count on us to keep their information protected from those who would misuse their information. Not only is it law, but also it is our obligation to advocate for our patients in keeping their information private. Below you will find our HIPAA agreement. Please read and sign below.

I do here by agree to:

- a. Not using or disclosing health information other than as permitted or required by the Agreement or as required by the law.
- b. Using appropriate safeguards with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.
- c. Report to the Administrator of Delta Hospice Care, who will report to the Office of Civil Rights any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health and any security incident of which it becomes aware.
- d. Ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- e. Make available protected health information in a designated record set to either the “covered entity” or “individual or the individual’s designee” as necessary after proper written request and “need to know” has been established.
- f. Make recommendations to the board for any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity or take other measures as necessary to satisfy covered entity’s obligations.
- g. Maintain and make available the information required to provide an accounting of disclosures to the “covered entity” or “individual” as necessary to satisfy covered entity’s obligations.
- h. Make Delta Hospice Care, internal practices, books, and records available to the secretary for purposes of determining compliance with the HIPAA Rules.

I, \_\_\_\_\_, acknowledge that I have been instructed on current HIPAA practices and my role in upholding the law.

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Signature of Applicant

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Date



## AGENCY POLICY ACCEPTANCE

**Confidentiality:** Agency maintains confidentiality of operations, activities, and business affairs of the Agency and the clients according to 1996, Health Information Portability and Accountability Act (HIPAA). Due to the nature of our work, each employee will gain, directly or indirectly, sensitive, and confidential information on clients/patients and staff members. The health care professional safeguards the client's right to privacy by judiciously protecting information of a confidential nature including medical treatment information, diagnosis, medical records, personal patient information, etc. This information should be shared only with those persons who, due to their position, have a need to know. Sensitive or confidential information must never be used as the basis for social conversation or gossip. If an employee is in doubt as to whether certain information may be shared, s/he should consult with his/her supervisor.

**Drug Testing Policy:** Agency maintains a drug free workplace policy regarding the possession, use, distribution and sale of drugs or alcohol. All employees are prohibited from the unlawful or unauthorized manufacture, distribution, dispensing, possession or use of controlled substance or any alcoholic beverages while in the workplace or on Company paid time. Violation of this policy can result in disciplinary action, up to and including termination of employment. I acknowledge I have received a copy of the agency's policy on drug testing.

**Harassment Policy:** This agency is committed to providing a work environment that is free from all forms of discrimination and unlawful harassment including sexual harassment. This policy applies to all employees including management personnel. Sexual harassment is any unwelcome sexual advances either explicit or implicit as a term or condition of employment. Improper behavior may be verbal, visual, or physical in nature and/or the creation of a hostile environment. Management will investigate complaints of sexual harassment promptly, impartially and without fear of retaliation to the employee. An employee should report the alleged incident immediately and confidentially to the appropriate manager or Human Resources.

**Non-Solicitation/Illegal Remuneration:** Agency does not reimburse or provide incentives to physicians, durable equipment providers, family, or other referral entities for patient referrals for hospice services. Employees may not solicit patients for the agency. Employees found in violation of this non-solicitation policy will be subject to discipline up to and including termination of employment.

**Non-Discrimination:** Agency does not discriminate against clients or volunteers based on age, race, color, religion, military status, gender preference, sex, marital, national origin, disability, or source of payment.

**Abuse, Neglect, and Exploitation:** Agency employees will report suspected abuse, neglect and/or exploitation to the state departments of the Texas Department of Family and Protective services, the Department of Aging and Disability Services, and Agency management. Agency employees suspected of abuse, neglect or exploitation will be suspended immediately, an investigation will be conducted, and if the investigation validates the claim, the employee will be terminated.

**Workers' Compensation:** Agency is:

- Non – subscriber to worker's compensation insurance  
 Subscriber to workers' compensation insurance

An employee who incurs an injury on the job that requires emergency medical treatment or is life threatening should proceed to the nearest emergency room. Emergency medical treatment (non-life threatening) or non-emergency treatment should be referred to the agency's designated clinic. Notify the agency of an injury within 24 hours to complete paperwork. Medical expenses for injuries are covered except for the following: employee's willful intent to hurt self or others, intoxication or drug use, horseplay, acts of God, and/or acts of a third party.

**Progressive Discipline Policy:** Agency utilizes a progressive discipline process in cases of misconduct or unacceptable performance. This includes verbal warning, written warning, and final warning. Disciplinary action may begin at an advanced stage of the process or may result in immediate termination based upon the nature and severity of the offense, employees' past record and other circumstances.

**Agency Policies:** I acknowledge that I have read, understand, and will comply with all applicable agency policies and guidelines.

Employee: \_\_\_\_\_

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



## **Agreement for Wage Deductions Associated with Improper Use of Company - Issued Credit Cards.**

I, \_\_\_\_\_ (employee name), hereby certify that I understand and agree to abide by the Company's policy regarding use of company - issues credit cards, a copy of which I have received, and which has been explained to me. I agree that if I make any personal purchases (i.e., transactions for the benefit of anyone or anything other than the Company) in violation of that policy, the amount of such purchases is an advance of future wages payable to me, that the Company may deduct that amount from my next paycheck, and that if there is a balance remaining after such deduction, the Company may deduct the balance of the wage advance from my future paychecks until the amount is repaid in full. I further agree that if I make any non-personal transactions in violation of the policy in question, i.e., incur financial liability on the Company's part that is not within the scope of my duties or my authorization to make business-related purchases, I am financially responsible for any such expense and agree to reimburse the Company via wage deductions for such amounts until the unauthorized amounts are fully repaid. Such deductions will be in the amount of the unauthorized purchase(s), but if such amount would take my pay below minimum wage for the workweek in question, the deductions will be in two or more equal increments that will not take my pay below minimum wage for any workweek involved.

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

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

Company Representative: \_\_\_\_\_

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



## **Ride / Share Driving Policy**

Delta Hospice Care is committed to establishing and following practices that make working here safe, and because we value the safety and well-being of all employees of Delta Hospice Care, we have and enforce the following ride /share driving policies.

We understand that at times our staff will ride together to make visits or travel somewhere. We want to be clear that riding with other staff members is strictly optional and not mandatory. In case you do ride with another staff member there are some guidelines that need to be followed.

1. During the COVID-19 Pandemic, if either employee screens positive of any symptoms on their Self-Screening Tool, they must contact their Supervisor for further instruction on ride / share.
2. During the COVID-19 Pandemic proper PPE will be worn when riding in the vehicle with others.
  - a. Mandatory face covering with a surgical/procedure mask is required by all peoples in the vehicle.
  - b. Surgical/procedure mask must be worn properly covering the mouth and nose at all times in the vehicle.
3. During the COVID-19 Pandemic proper cleaning of the vehicle prior to and after ride / share occurs will need to be done according to current Pandemic process.
  - a. Vehicle must be wiped down with proper cleaning and disinfecting wipes prior to and after ride share.
  - b. Vehicle must have surfaces sprayed using antibacterial surface spray prior to and after ride / share.
4. Hand sanitizer must be available for all staff in the vehicle, and it must be used prior to entering and after exiting the vehicle.
5. The driver and passenger will adhere to and obey all traffic laws set forth by the State of Texas and will adhere to the Safe Driving Policy of Delta Hospice Care.

**I waive Delta Hospice Care from all responsibilities of anything that might happen or occur from the result of ride / share with other staff members. I understand that this is a choice that I have made as my option to ride with another staff member and accept full responsibility myself for my actions.**

I understand that this is to help protect the safety of staff and riders; and I agree to the above-mentioned guidelines set forth in this policy of ride/share and that I will obey traffic laws as well as wear proper PPE during my ride/share with another staff member. I acknowledge the receipt of the Addendum to Delta Hospice Care Handbook, had questions answered and understand the Ride / Share Driving Policy of Delta Hospice Care. I furthermore understand that it is my responsibility to read and familiarize myself with all the policies and procedures contained in this Addendum, as well as all others contained in the Delta Hospice Care Handbook, and to follow them at all times during my employment with Delta Hospice Care.

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

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

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



## **Conflict of Interest**

Employees must avoid any situation involving a conflict between their personal interests and the interests of the Agency.

1. Any financial or personal obligation, which might affect or appear to affect personal judgment in dealing for the company is considered to be a conflict of interest.
2. Areas of actual or potential conflict of interest include:
  - a. The employment of relatives where direct supervisory authority or where significant influence can be exerted.
  - b. A dating relationship where direct supervisory authority exists or where significant influence can be exerted.
  - c. A business or financial interest in a company doing business with the Agency.
  - d. A business or financial interest in a company competing against the Agency.
  - e. Personal gain resulting from participating in a company decision.
  - f. Relationships with suppliers and referral sources resulting in personal gain.
  - g. The acceptance of gifts from anyone with whom the Agency does or proposes to do business.
3. It is the responsibility of each staff member to report any situation that appears to be a conflict of interest to the immediate supervisor. Strict confidentiality will be maintained.
4. All employees are expected to comply with the Code of Conduct, Agency Policies and Procedures, and Standards of Practice. Violation of these policies is grounds for disciplinary action up to and including termination/dismissal.

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Employee's Printed Name

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Position

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Employee's Signature

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Date



## Medical Record Documentation

1. I have reviewed and understand the agency policy for authorization and authentication of medical record entries.
2. I have reviewed and understand the agency policy for documentation timelines and agree to have all documentation turned same day unless it is an after-hours call, which will need to be completed and synced in by 10:00 am the following morning.
3. I have reviewed and understand the Texas Payday Law - Complete and Unconditional Payment of Wages (821.21).
4. I have reviewed and understand the Texas Payday Law - Written Authorization of Payroll Deduction (821.28; c).
  - I understand that the agency is held to strict state and federal regulations regarding medical records and agree that I will perform my duties according to these regulations.
  - I understand that the agency cannot be reimbursed for my visits if my medical record documentation is not accurate, billable, or turned in within the timeline requirement.
  - I understand that the agency is reimbursed based on my clinical documentation and that I am paid through these reimbursements.
  - I agree to abide by agency policies and agree that accurate, billable documentation will be completed for each visit I complete, and it will be turned in no later than 10 am the next morning of my visit.
  - I understand that should I fall behind in my documentation, I can communicate with the Director of Nursing or Administrator for assistance without retaliation.
  - I understand that if my documentation is not done in a timely manner that I will be required to come in the office and complete it at the office and not remotely. I must continue to see my patients and come into documents until all is completed and caught up at no additional charge to the company.
  - I understand that should I choose to not complete accurate, billable documentation and/or choose to not turn in my documentation according to the required timeline, that I will be paid minimum wage (\$7.25) for the visit until my documentation is accurate, billable, and turned in complete.

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Employee Signature

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Date

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Employee Printed Name

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Employer Representative Signature

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Date





## **Safe Driving Policy**

In Texas, traffic crashes are the leading cause of death on the job. Delta Hospice Care is committed to establishing and following practices that make working here safe, and because we value the safety and well-being of all employees of Delta Hospice Care, we have and enforce the following safe driving policies.

Texas law requires all passengers must properly wear safety belts, regardless of where they are seated in the vehicle. **Delta Hospice Care employees are required to use safety belts while operating or riding in any motor vehicle. On Company business or personal time, Delta Hospice Care employees must be buckled up at all times in a passenger or commercial vehicle.**

Delta Hospice Care employees also are strongly encouraged to require all occupants in any vehicle to obey this policy and to wear their safety belts. Employees also are reminded that state law requires children younger than 8 years old be secured in an age-appropriate child safety seat unless they are at least 4 feet 9 inches tall.

Using a cell phone while driving increases the risk of a crash by four times, and texting increases crash risk by 23 times. **Delta Hospice Care employees are not allowed to use cell phone or any other electronic devices, handheld, while operating a motor vehicle. Delta Hospice Care employees can only use hands free devices for emergent phone calls only. Delta Hospice Care employees must not read or respond to text messages, social media, or emails while driving a passenger or commercial vehicle. When handling emergent phone calls employees must use hands free and/or pull over. Employees who need to handle an emergency message or email must first park the vehicle in a safe location and then handle the situation. (It is against the law in Texas to read, write, or send a text while driving.)**

Alcohol or other drugs, regardless of their Blood Alcohol Concentration, can impair a person. **Employees of Delta Hospice Care may not use alcohol or other drugs before or while operating a motor vehicle, whether on company or personal business.**

Aggressive driving can include speeding, tailgating, lane weaving and running red lights or stop signs. Drivers in Texas can be fined up to \$200 for each moving violation associated with aggressive driving and may spend time in jail. **Delta Hospice Care employees are expected to obey all traffic laws. This includes speed limits, traffic signals and signs, etc.**

**Delta Hospice Care employees will also be aware of the following: a) distractions while driving – employees need to be focused on driving and pay attention to the safety of themselves and others. b) Be aware of dangers of drowsy driving if drowsy employees need to pull over. c) practice safe driving in weather conditions – understanding the importance of seeing and being seen when operating a vehicle.**

**Failure to follow these company policies, on or off the job, may result in verbal or written warning, or up to dismissal.**

By signing below, I acknowledge receipt of the Addendum to Delta Hospice Care Handbook. I understand that the policy set forth in the Addendum replaces those contained in the Version 2019.01 (July 2019 edition) of the Handbook, which I was previously given. I further acknowledge that the specific revision and new section in the Addendum is listed above. I understand and agree that it is my responsibility to read and familiarize myself with all the policies and procedures contained in the Addendum, as well as all others contained in the Delta Hospice LLC Hospice Handbook, and to always follow them during my employment with Delta Hospice Care.

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

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



## **Employee Non-Disclosure and Non-Solicitation Agreement**

### **PART I: Confidential Information**

1. I acknowledge that Delta Hospice Care is the exclusive owner of its Confidential Information, which includes all information regardless of its form of recording, not in the public domain, relating to:
  - i. Information on patients of Delta Hospice Care: names, addresses, telephone numbers, contact persons, medical information, and banking information.
  - ii. Proprietary and financial information of Delta Hospice Care: prices, sales information, terms of contracts, costs, the names of the organization's suppliers and customers.
  - iii. Delta Hospice Care's business methods, practices, strategies, and related information including marketing and advertising, and indices, techniques, and data retention methodologies by which Delta Hospice Care maintains information regarding its clients.
  - iv. All information regarding Delta Hospice Care's employees and its related human resources information, including employee manuals, interviewing techniques, and training manuals.
  - v. Information received by Delta Hospice Care from third persons to which it owes a duty of confidence.
  - vi. All secrets, trade secrets, know-how, ideas, and processes of Delta Hospice Care.

### ***Proprietary right***

2. I acknowledge that all Confidential Information constitutes a proprietary right which Delta Hospice Care, and its affiliated organizations are entitled to protect.

### ***Non-disclosure***

3. I agree that during my employment with Delta Hospice Care or at any time thereafter, I will not disclose any Confidential Information to any person, including any competitor of Delta Hospice



Care, or future employer of mine. I will not use the confidential information for any purpose other than those permitted by Delta Hospice Care.

4. I agree that during my employment with Delta Hospice Care or at any time thereafter, I will comply with all security precautions and measures of Delta Hospice Care that are intended to maintain the confidentiality of its Confidential Information and to limit its distribution to instances of a legitimate need to know basis that are intended to promote the best interests of the Company.
5. I agree that during my employment with Delta Hospice Care or at any time thereafter, I will not make copies, summaries, or extracts of Confidential Information, nor will I remove any Confidential Information from the place of business unless authorized by Delta Hospice Care.
6. I agree that during my employment with Delta Hospice Care or at any time thereafter, I will not disclose any Confidential Information concerning Delta Hospice Care or its affiliated corporations which could adversely affect the organization's image, reputation, or value.

#### ***Former employer's confidential information***

7. I agree that during my employment with Delta Hospice Care I will not improperly use or disclose any proprietary information of any former or concurrent employer or other person, or entity and I will not bring onto the premises of Delta Hospice Care any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person, or entity.

#### ***Return of Employer's Property***

8. I agree that on termination of my employment with Delta Hospice Care or at any time Delta Hospice Care may request, to promptly deliver all memoranda, notes, records, reports, manuals, and any other hard copy documents or electronic data belonging to Delta Hospice Care, or containing Confidential Information, including all copies of materials I may possess or have under my control.

#### ***Non-Disparagement***

9. Employee agrees that, following the termination of Employee's employment with Company, Employee will not make any statements that materially disparage the personal or business reputation of Company or its Affiliates. Notwithstanding the foregoing, nothing shall prohibit Employee from making truthful statements when compelled by legal process or otherwise expressly required or protected by law.



## **PART II: Non-solicitation**

### ***Non-solicitation of Patients***

1. I agree that from the date of termination or last day of work that I will not contact or have another company contact any patients or patients' families including written, verbal, or face-to-face communication, as this will be considered solicitation as well as a HIPAA violation and misuse of PHI.
2. I also agree for a period of six (6) months from the date of termination of my employment with Delta Hospice Care not to directly or indirectly solicit competitive business from any client or customer of the organization that was contacted, solicited, or served by me or about which I received confidential information while I was employed by Delta Hospice Care, nor for the same period of time, will I perform services or accept any business, competitive with that of Delta Hospice Care, directly or indirectly from any of the customers and clients described above. I agree that from the date of termination of my employment with Delta Hospice Care not to directly or indirectly solicit any patients that are under the care of Delta Hospice Care.

### ***Non-solicitation of other Employees***

3. I agree so long as employed by Delta Hospice Care and for a period of six (6) months after leaving for any reason whatsoever, not to directly or indirectly recruit, solicit, or otherwise induce or attempt to induce any employee of Delta Hospice Care to terminate his or her employment with the Company or otherwise to act contrary to the interests of Delta Hospice Care.



## **PART III: General Provisions**

### ***Necessary protections***

1. I acknowledge that the restrictions contained in this Agreement are necessary for the protection and goodwill of Delta Hospice Care and I consider them to be reasonable for that purpose. I therefore agree that any breach of the terms of this Agreement is likely to cause Delta Hospice Care substantial and irrevocable damage and irreparable harm. In the event of any such breach, I agree that Delta Hospice Care, in addition to such other remedies that may be available, shall be entitled to specific performance and other injunctive or marketing relief including interim or interlocutory relief, if demanded.

### ***Continuing obligations***

2. I agree that the provisions of this agreement shall survive the termination of my employment relationship however it may arise.

### ***Severability***

3. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision had never been contained herein. If the employee violates this agreement then they will be responsible to pay \$20,000 for each incident and will be responsible for all legal fees for Delta Hospice Care as well.

### ***Independent Legal Advice***

4. I have been advised that I have the right to obtain legal counsel before signing this Agreement and I have obtained the level of advice I deem appropriate.

### ***Applicable Law/Jurisdiction***

5. This agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding choice law provisions.



***Mutual Waiver of Jury Trial***

6. Because disputes arising in connection with complex transactions are most quickly and economically resolved by an experienced and expert person and the parties wish applicable state and federal laws apply (rather than arbitration rules), the parties desire that their disputes be resolved by a judge applying such applicable laws. Therefore, to achieve the best combination of the benefits of the judicial system and of arbitration, each party to this agreement hereby waives all rights to trial by jury in any action, suit, or proceeding brought to resolve any dispute between or among any of the parties, whether arising in contract, tort, or otherwise arising out of, connected with, related or incidental to this agreement, the transactions contemplated hereby and/or the relationship established among the parties hereunder.

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Employee Signature	Printed Name/Title	Date
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Delta Hospice LLC Hospice Representative Signature	Printed Name of Representative/Title	Date
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## Delta Hospice Care, LLC Employee Contract

This Employment agreement (the "Agreement") is made and entered in to and between Delta Hospice Care, LLC, a Texas Corporation (the "Company"), and \_\_\_\_\_, an individual residing in the state of Texas ("Employee").

### RECITALS

The Company has determined that it is in the best interests of the Company to obtain Employee's services. The Company wishes to express in writing the terms and conditions of the services to be provided to the Company by Employee, including the compensation to be paid to Employee for such services, and Employee wishes to serve in the employ of the Company on the terms and conditions hereinafter provided. This Agreement is solely for the purpose of expressing in writing the terms and conditions of Employee's employment, and it is in no way to be construed as a guarantee of employment for any length of time. The employment arrangement is at all times to be an at-will arrangement between the Company and Employee.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Company and Employee hereby agree as follows:

#### **1. Employment.**

Upon the terms and subject to the conditions contained in this Agreement, Employee shall provide full time or PRN services to the Company. Employee shall devote their best efforts to promote the business of the Company and shall perform their duties in a diligent, trustworthy, and business-like manner, all for the purpose of advancing the business of the Company.

#### **2. Duties.**

Employee shall serve as the \_\_\_\_\_. The duties of Employee shall be those duties which can reasonably be expected to be performed by a person with the title of\_\_\_\_\_.

#### **3. Term and Effective Date.**

This Agreement shall be effective the \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, and shall continue until the earlier of such time as Employee is no longer employed by the Company, and/or the \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ (hereinafter referred to as the "Term"). At the expiration of the Term, this Agreement shall be automatically renewed from year-to-year thereafter unless written notice to cancel the Agreement given by either party to the other party at least Seven (7) days prior to the end of the Term or any annual renewal of the Agreement or any Time of the Employment.

#### **4. Compensation.**

Employee will be paid per the agreement upon hire date with an office offer letter from Company as to salary or PRN rates. Employee shall be paid in accordance with the Company's normal payroll practices, less applicable withholdings, and



voluntary deductions.

## **5. At-Will Employment Status.**

While Texas is an at-will employment state which permits an employer to terminate an employee at any time, without cause or explanation, The Company and Employee agree that Employee may leave their employment with the Company at any time and Company can terminate Employee at any time, both parties agree that the Company will provide the Employee with a minimum of three (3) days written or Verbal notice of termination of employment to provide a professional transition of the responsibilities and duties. The Employee agrees to provide the Company with a minimum of two (2) week written notice of resignation at which point the Company can have the notice worked out or end at any time after the notice is provided.

## **6. Non-Competition Provisions.**

At all times during the Term of this Agreement, full time Employees may not be associated with or employed by any other hospice agency. Considerations will be made and approved by Company for PRN employees on individual basis. Further, at no time will Employee, either during employment or after leaving the Company for employment elsewhere (for a period of six (6) months after employment has ended), attempt to transfer any of Company's patients or other employees to another hospice agency directly or indirectly. If at any time during the Term of this Agreement or after termination of this agreement Employee does attempt to transfer any of Company's patients or employees to another agency (including a period of six (6) months after employment has ended), Employee will compensate Company in the sum of Twenty Thousand and No/100 (\$20,000.00) Dollars per patient or other employee of Company for each such incident.

## **7. Disclosure Of Confidential Information.**

At the inception of this employment relationship, and continuing on an ongoing basis, the Company agrees to give and shall give Employee access to secret and Confidential Information regarding the Company's activities (the "Confidential Information"), which Employee has not had access to or knowledge of before employment by the Company. Employee understands and acknowledges that such Confidential Information gives the Company a competitive advantage over others who do not have this information, and that the Company would be harmed if the Confidential Information were disclosed. Employee agrees to hold all Confidential Information of the Company in trust for the Company and will not use the information for any purpose other than the benefit of the Company or in furtherance of the Company's business; or disclose to any person or entity any Confidential Information of the Company except as necessary during Employee's engagement with the Company to perform services for the Company. Employee will also take reasonable steps to safeguard such Confidential Information and prevent its disclosure to unauthorized persons.

## **8. Ownership.**

All work product (including, but not limited to, any related patent, copyright, trademark, trade secrets or other property rights) developed, derived or created (i) by Employee (solely or jointly) during the term of this Agreement and which relate to the business or activities of the Company or (ii) as a result of the Services by Employee (solely or jointly) (collectively, "Work Product") will be considered work made for hire and owned exclusively by Company. In the event that any Work Product cannot be considered work made for hire and therefore owned exclusively by Company under applicable law, Employee grants, transfers and assigns to the Company all right, title and interest in and to the Work Product. Employee will promptly disclose all Work Product to the Company and will at all times take all actions and execute and deliver to the Company all documents deemed necessary or desirable by the Company to evidence and vest the ownership of the Work Product in the Company or the Company's assignees.





## **9. Return Of Materials.**

Any and all Confidential Information, files, records, documents, information, data, and similar items relating to the business of the Company or any of the Company's patients/clients and/or referral sources including physicians and hospitals, whether prepared by Employee or otherwise, coming into Employee's possession as a result of performing services for the Company, shall remain the exclusive property of the Company and shall not be removed from the premises of the Company under any circumstances without the prior written consent of the Company (except in the ordinary course of business during Employee's active service under this Agreement), and in any event shall be promptly delivered to the Company (without Employee retaining any copies) upon termination of this Agreement.

## **10. Survival of Covenants.**

If Employee's employment relationship with Employer is terminated, for any reason, then (a) the covenants contained in Section 6 above shall survive indefinitely, and (b) the covenants contained in Section 6 through Section 9 above shall survive and shall remain in full force and effect as if Employee's employment relationship were continuing.

## **11. Remedies.**

Employee acknowledges that the restrictions contained in this Agreement, in view of the nature of the Company's business, are reasonable and necessary to protect the Company's legitimate business interests and that any violation of this Agreement would result in irreparable injury to the Company. In the event of a breach or a threatened breach by Employee of any provision in this Agreement, the Company shall be entitled to a temporary restraining order and injunctive relief restraining Employee from the commission of any breach, and to recover the Company's attorneys' fees, costs, and expenses related to the breach or threatened breach. Nothing contained in this Agreement shall be construed as prohibiting the Company from pursuing any other remedies available to it for any breach or threatened breach, including, without limitation, the recovery of money damages, attorneys' fees, and costs. These covenants and disclosures shall each be construed as independent of any other provisions in this Agreement, and the existence of any claim or cause of action by Employee against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of such covenants and agreements.

## **12. Miscellaneous Provisions.**

### **A. Notice.**

For the purposes of this Agreement, notices and all other communications provide for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth on the signature page of this Agreement, provided that all notices to the Company shall be directed to the attention of the Company's President, and provided further that notices of change of address shall be effective only upon receipt.

### **B. Amendment; Waiver.**

No provisions of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing signed by Employee and the Company. No waiver by either Party at any time of any breach by the other Party of, or compliance with, any condition or provision of this Agreement to be performed by such other Party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express, or implied, with respect to the subject matter hereof have been made by either Party that are not set forth expressly in this Agreement.



**C. Invalid Provisions.**

Should any portion of this Agreement be adjudged or held to be invalid, unenforceable, or void, such holding shall not have the effect of invalidating or voiding the remainder of this Agreement, and the Parties hereby agree that the portion so held invalid, unenforceable, or void shall, if possible, be deemed amended or reduced in scope, or otherwise be stricken from this Agreement to the extent required for the purposes of validity and enforcement thereof.

**D. Indemnification.**

Employee agrees to indemnify and hold harmless Employer and its directors, officers, employees and agents from and against any and all claims, demands, fees (including without limitation reasonable attorneys' fees), and expenses arising from or in connection with a breach by Employee of this Agreement or Employee's activities hereunder, except for claims, demands, fees and expenses caused by Employer's willful misconduct or gross negligence.

**E. GOVERNING LAW; VENUE.**

THIS AGREEMENT, ITS VALIDITY, CONSTRUCTION AND ENFORCEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WHERE IT HAS BEEN EXECUTED AND IS FULLY PERFORMABLE IN COLLIN COUNTY, TEXAS. VENUE FOR RESOLUTION OF ANY DISPUTE ARISING FROM THE EMPLOYMENT OF EMPLOYEE BY EMPLOYER SHALL LIE EXCLUSIVELY IN COLLIN COUNTY, TEXAS.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

COMPANY:

**Delta Hospice Care, LLC, a Texas Corporation**

Signature: \_\_\_\_\_  
By: ROY KOSHY, President

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

EMPLOYEE:

Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_