
(Name of Agency)

EpicWellness HomeCare
EMPLOYEE HANDBOOK

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EMPLOYEE HANDBOOK “RECEIPT AND ACKNOWLEDGMENT”

Instructions:

1. Please read this “Employee Handbook Receipt and Acknowledgement” page.
2. Complete the Acknowledged and Agreed section below, including your signature.
3. Remove this page and return it to your AGENCY Recruiter.

I have received a copy of the Employee Handbook for Agency and I understand that I am responsible for reading, becoming familiar with and abiding by its contents.

I understand that any of the provisions of this Employee Handbook may be changed, modified or deleted by **Medical Staffing** (“AGENCY”) at any time.

I understand that neither this Handbook nor any other written or oral communications by a management representative, in any way, creates a contract of employment. I understand and agree that my employment relationship with AGENCY is based upon my Agency Employment Agreement.

I understand that no person other than the Chief Operating Officer of AGENCY is authorized to make any agreements that differ from the provisions of this Employee Handbook and if such agreement is made, it must be in writing by the Chief Operating Officer.

Acknowledged and Agreed

Employee Name (please print): _____

Employee Signature: _____

Date:

Please remove this page and return it to your AGENCY Recruiter.

EMPLOYEE HANDBOOK

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Welcome To _____ Agency

We are pleased that you have joined Agency. This Handbook has been designed to assist you in what we hope will be an exciting career with _____ (name of agency). Contained within this Handbook is information regarding the benefits currently offered to employees and summaries of some of the personnel policies and standards necessary for AGENCY to maintain its commitment of quality service to the Agency.

Please read your Handbook carefully and keep it for future reference. If you have any questions, please do not hesitate to discuss them with your AGENCY Recruiter. We believe that our continued success depends upon the quality and performance of our team of people. Our commitment to quality service begins with you!

Welcome Aboard!
Sincerely,

Introduction

This Handbook is designed to acquaint you with Agency and to provide you with general information about conditions of employment, guidelines on certain policies and procedures affecting AGENCY employees and information regarding current benefits offerings. It describes many of your responsibilities as an employee. You should read, understand and comply with all of the provisions of this Handbook.

Mission Statement (list agency mission statement)***Operating Principles (list agency operating principles)******No-Discrimination***

AGENCY is an Equal Employment Opportunity employer and does not discriminate against any applicant or employee because of race, color, religion, national origin, sex, age, disability, or any other characteristic protected by federal, state or local laws. If you believe that you have been discriminated against, please notify either your AGENCY Recruiter, the Chief Operating Officer or the Vice President, Human Resources of AGENCY immediately. You may report an incident without fear of reprisal or retaliation. Reports will be investigated and corrective action will be taken where appropriate.

No Contract

This Handbook cannot anticipate every possible situation that may occur or answer every question about AGENCY's policy. It is a summary of the policies and procedures in effect at the time of publication and serves as general guidelines. This Handbook is not a contract nor is it intended to create contractual obligations of any kind either upon you or AGENCY. If you have any questions, please contact your AGENCY Recruiter. As AGENCY reviews its

policies and procedures, it may from time-to-time revise, change, add, modify, or cancel policies, procedures and benefits described in this Handbook. The determination to do so and the changes that may be made from time-to-time, are within the sole and absolute discretion of AGENCY, and may be done with or without prior notice.

Agency Employment Agreement

Each employee is required to sign the Employment Agreement and Agreement Addendum which contains information pertaining to the specific travel assignment and other details specific to each job assignment.

Job Assignments

AGENCY will market and seek to secure job assignments and assign qualified employees to fill such assignments. AGENCY cannot guarantee any specific number of hours or shifts. When you agree to accept an assignment, you will be held responsible for reporting for duty as agreed.

Client Relationship

In the event an Employee does not exhibit acceptable job performance or conduct in a job assignment, a determination may be made not to utilize the Employee in future assignments. Disclosure of the reason for any such decision is at the sole discretion of the client and without the express permission of the client, no statement of reason will be available from AGENCY or the client. If an Employee has concerns regarding a client facility, he/she should bring them to AGENCY's attention and allow AGENCY to investigate the matter.

Compliance

You are required to maintain your license, credentials and JCAHO in-service requirements current in order that AGENCY may refer you. All Employees are required to abide by the respective policies and procedures of the clients to which they are assigned.

Hiring Process

Each employee is required to successfully complete the hiring process. This includes, but is not limited to:

- ⇒ Completion in full of an employment application and all required employment forms
- ⇒ Successful physical examination, drug screening and criminal background check
- ⇒ Verification of professional and personal references
- ⇒ Skills test (as mandated by JCAHO and/or required by client or legislative authority)
- ⇒ JCAHO mandatory in-service education classes
- ⇒ Hepatitis B status (documentation of declination statement, and vaccination series or titers)
- ⇒ Verification of current and valid license and/or certification
- ⇒ Verification of current and valid CPR certification (for patient care providers)
- ⇒ Titers or proof of immunization for:
Rubella (Measles)

Mumps

Rubella (German Measles)

Varicella (Chicken pox)

If an employee does not provide a necessary consent or release in order for information to be obtained by AGENCY or as required for placement with a client(s), or if it is discovered that information provided is false, or if there are material omissions of information, then AGENCY reserves its right in its sole discretion to rescind the offer of initial employment or terminate the services of the Employee if employment has already begun.

Personal Information Changes

It is the responsibility of all employees to immediately notify the existing client and the AGENCY Recruiter of any changes in personal information or status. Examples include, but are not limited to: name, address, marital status, telephone number, number of dependents, emergency contact, educational accomplishments, license or certification suspension or revocation, or any other changes in status or personal information.

Employment Applications

AGENCY relies upon the accuracy of all information that you provide in the employment application as well as the accuracy of all other information that you present throughout the hiring process and the employment relationship. This includes, but is not limited to prior employment, reasons for leaving previous employment positions, education, verification of licenses, convictions, certifications, permits, professional and personal references, etc. All information is subject to verification.

Your employment application and all other forms must be completed fully and signed. Any misrepresentations, falsifications or material omissions in any manner, whether on employment forms or verbally, may result in the offer of employment being rescinded and your being excluded from further consideration for employment. If the falsification, misrepresentation or omission is discovered after you have been hired, you are subject to termination from employment.

Immigration Law Compliance

AGENCY, in conformance with the Federal Immigration Reform and Control Act of 1986 as amended, is committed to employing only United States citizens and legal aliens who are authorized to work in the United States. The Company does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Act each new employee (including former employees who are re-hired) must, as a condition of employment, complete the Employment Eligibility Verification Form I-9 and present documentation within 3 days of employment establishing identity and employment eligibility.

Employment Reference Checks

Providing satisfactory employment references is required as part of the hiring process. To ensure that individuals who join AGENCY are appropriately qualified and have a strong potential to

be productive and successful, it is Company policy to verify the employment and references of all applicants for employment. This may be done by telephone, mail or both. If AGENCY does not receive satisfactory references, and/or if references are not received in a timely manner, the hiring process is considered incomplete and the employment offer may be rescinded or employment ended by AGENCY.

Criminal Background Investigation and Drug Testing

Conviction of a crime is not necessarily a bar to employment. All Agency must undergo a background investigation and drug testing as a condition for assignment.

You will be asked to sign consent forms for the background investigation and drug test. Results will be kept confidential. Results will only be shared with the client facility if requested and only after you authorize its release. If drug test results are positive, you may be subject to disciplinary action up to and including termination. If a criminal background check reveals a prior conviction(s), an administrative determination will be made as to your continued employment. AGENCY reserves its rights to modify this policy at any time to require more extensive testing and background checking.

No-Harassment

AGENCY is committed to a policy where our employees are free of unlawful harassment.

Actions, words, jokes, or comments based upon an individual's race, color, religion, national origin, sex, age, disability, or other characteristic protected by federal, state or local laws is in violation of Company policy. If you feel you have been subjected to harassment, you should promptly report the matter to either your AGENCY Recruiter, the Chief Operating Officer, or the Vice President- Human Resources of AGENCY who will undertake an investigation of the allegation. You may raise your concerns or make a report without fear of reprisal.

Sexual Harassment Policy

While all forms of harassment are prohibited, AGENCY specifically prohibits sexual harassment in the workplace. It is a form of sex discrimination.

The courts and the EEOC define sexual harassment as any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- ◆ Submission is made explicitly or implicitly a term or condition of employment
- ◆ Submission or rejection is used as the basis for employment decisions
- ◆ The conduct has the purpose or effect of substantially interfering with an individual's work or creates a hostile, intimidating, or offensive work environment

Anyone who feels they have been subjected to sexual harassment or who becomes aware of possible sexual harassment should report the matter at once to their immediate supervisor.

Alternatively, the employee may report the matter directly to either their AGENCY Recruiter, the Chief Operating Officer or the Vice President-Human Resources of AGENCY.

AGENCY encourages employees to report any complaints in writing. Every report of actual or perceived harassment will be investigated and corrective action will be taken where appropriate. No one will be retaliated against for making a report under this policy. All such reports will be treated confidentially on a need to know basis. Violations of the sexual harassment policy by any

AGENCY employee will not be permitted and may result in disciplinary action up to and including discharge.

Job Performance

Satisfactory feedback received from client facilities is essential to achieving a satisfactory job performance evaluation and for continued work assignments. Each Employee's job performance is evaluated during and/or upon completion of each assignment.

The following items include some of the criteria used to evaluate job performance:

- Patient care treatment
- Attendance and punctuality
- Personal appearance
- Timely updating of credentials
- Following AGENCY and client facility policies and guidelines
- Communication with supervisors and client personnel
- Reliability
- Teamwork

Pay Practices and Timekeeping

Paychecks are distributed each Friday on a weekly or bi-weekly basis. Paychecks are based upon the number of hours you have worked during the previous pay period. Direct deposit is available for all Agency.

While on active assignment and meeting eligibility requirements, you are covered under federal and state wage and hour laws including overtime provisions.

In those cases where the client does not provide documentation regarding your hours worked, you are required to accurately record all working hours on an official AGENCY time slip. You must sign your own time slip and the assigned representative of the facility to which you are assigned must approve it. Time slips must be submitted as required by the AGENCY Payroll Department. You may not sign for another employee nor may you allow another employee to sign your time slip.

Individual and group time slips are official business records and must honestly reflect hours worked. If you intentionally submit inaccurate, forged or falsified time records, you will be required to reimburse AGENCY if you received pay based upon the falsified time slip. In addition, you will be subject to disciplinary action up to and including termination and possible legal action.

Pay Deductions and Corrections

The law requires AGENCY to make certain deductions from every employee's paycheck. Among these are applicable federal, state and local taxes. AGENCY must also deduct social security taxes on each employee's earnings up to the federally specified limit called the "social security wage base." AGENCY contributes a matching amount of social security taxes paid by each employee. You may make voluntary contributions to the Company's 401(k) Tax Deferred Savings Plan, or group insurance program through payroll deduction. AGENCY may be ordered to make deductions from your pay when required by legal notice. Some examples of

these include: wage garnishments, wage assignments, childcare payments, etc. You are also subject to agreed deductions for housing, utility deposits and other items. In the unlikely event that you find an error in the amount of your pay or deductions taken, either too much or too little, you should promptly report the discrepancy to the attention of the AGENCY Payroll Department. They will review and verify the matter so that corrections may be made as quickly as possible. If there is an overpayment, you are obligated to immediately report and repay all overpaid monies.

Agency Employee Benefits

AGENCY offers its employees a variety of exclusive benefits and protections under the law that independent contractors and employees of other temporary staffing companies do not provide.

The benefits listed are offered as of the date of this publication. This summary is a representation in general terms of the benefits offered. It is not to be construed as a contract of current or continued offerings or entitlements. Benefits offered are subject to change, modification, substitution or cancellation at any time without prior notice at the sole discretion of AGENCY. For detailed information and specific eligibility requirements, please speak to your AGENCY Recruiter.

Please reference the “Brief Outline of Employee Benefits,” which summarizes the following employee benefit plans:

- **Medical Plan**
- **Dental Plan**
- **Long Term Disability Plan**
- **Flexible Spending Accounts**
- **Tuition Reimbursement Program**
- **401(k) Savings Program**
- **Employee Stock Purchase Plan**
- **Direct Payroll Deposit**
- **Fully Paid Housing**
- **Housing Allowance**
- **Travel Allowance**
- **Sign-on Referral and Incentive Bonuses for Qualified Employees**
- **Overtime Bonus Program**
- **Licensure Assistance and Recruitment**
- ***Additional Employee Benefits***

Workers' Compensation

In the event you sustain a work-related injury while on duty, you will be covered under the Company's Workers' Compensation insurance while actively on assignment.

Short Term Disability

In states where short-term disability coverage is statutorily required, such as, California, Hawaii, New Jersey, New York, Puerto Rico and Rhode Island, eligible employees only (not dependents)

are covered for short-term disability benefits, as required by the applicable jurisdiction. Short-term disability insurance is meant to make-up for wage losses as a result of non-work related illnesses or injuries.

Professional Liability Insurance

While on duty, you will be covered under AGENCY's group professional liability insurance policy.

Hepatitis "B" Vaccination

Hepatitis "B" vaccination is offered to Employees who have the potential for exposure while on active assignment.

Family and Medical Leave

Under the Family and Medical Leave Act of 1993, as amended, eligible employees can apply for family or medical leave of absence of up to 12 weeks without pay. Leave must be relating directly to childbirth, adoption, childcare, or to care for a spouse, child, parent or for the employee's own "serious health condition." In order to be eligible, you must be an employee for at least 12 months and have worked at least 1,250 hours during the 12 months immediately prior to the leave request.

Medical documentation and a request form for FMLA leave are required 30 days in advance, where possible, in conformance with the requirements of the policy. In addition, you may also be eligible for short-term disability, if it is provided as a requirement in your state. Please see your AGENCY Recruiter for further details, eligibility and forms.

Personal Business

While you are on duty during work hours at a client facility as a Employee, you may not conduct or perform tasks related to personal business. You may pursue your personal business and interests only during official meal or break time when you are considered off duty.

Use of Client Property

While on assignment, the use of client telephones for making outgoing calls or for receiving nonemergency personal calls is not allowed. The use of client postage for personal mail and unauthorized use and/or appropriation of client property in any form including supplies and equipment is strictly prohibited.

Inactivation

"Inactive" status means that a Employee will no longer be listed as "active" for possible job assignments. This may occur as a result of a number of factors including, but not limited to:

- The Employee not working for a period of six months
- The Employee who fails to provide updated license or credentials
- The Employee who conducts him/herself in an unprofessional manner and/or a manner that
- conflicts with AGENCY's policies

- The Employee who is involved in an activity that would negatively impact upon his/her ability to perform his/her job assignment or upon the good name of AGENCY and its ability to conduct business in that locale
- Suspension from duty
- Termination of services

Drug-Free Workplace/Drug and Alcohol Use

Under the provisions of the Federal Drug Free Workplace Act, it is the policy of AGENCY to maintain a workplace that is free of illegal drugs and other intoxicating substances.

As a condition of initial and continued employment, Agency at all times, while on assignment and/or while conducting AGENCY related business activity in any location, are prohibited from manufacturing, possessing, distributing, dispensing, selling, or using alcohol, illegal drugs and legal drugs, which are not prescribed for the employee, or any other intoxicating or controlled substance.

Except as otherwise permitted by law, the legal use of drugs prescribed for the employee is permitted while on assignment as long as it does not impair the employee's ability to perform essential job functions, render appropriate patient care in an effective and safe manner, or endanger the employee or others.

An employee need not be using the intoxicating substance while on duty to be in violation of this policy. Returning to duty after a meal or break period, or reporting at the beginning of the shift under the influence or intoxicated is prohibited. If an employee is suspected of being under the influence of an intoxicant of any kind, the employee may be asked to submit to a test to rule out the use of an intoxicant.

Should an employee be convicted of a crime, including any activity involving drugs or alcohol, the employee is required to inform The agency within five (5) days.

Violations of this policy may lead to disciplinary action up to and including termination of employment, loss of professional license or certification and possible legal consequences. AGENCY reserves its discretionary right to take administrative action deemed necessary with employees who violate this, or any policy.

Work Place Safety

You are expected to obey all safety rules and precautions, and to exercise caution in all work activities while on assignment. If you encounter an unsafe condition, you must bring it to the attention of your supervisor at your assigned facility immediately.

In conformance with AGENCY' Workers' Compensation policy, should you sustain a workplace injury, you must immediately notify your assignment supervisor and AGENCY Recruiter. You must immediately complete a "First Report of Injury" form which you may obtain from your EWHC Recruiter. If you are treated for a job related injury or obtain medication, you must present all bills to your AGENCY Recruiter as soon as received. Failure to comply with the above may delay processing of your claim.

No-Solicitation

Employees are prohibited from solicitation or distribution of written materials to AGENCY and

AGENCY employees or others on client's premises during working hours. Non-employees may not solicit on AGENCY premises.

Employee Code of Conduct and Work Rules

By accepting a job assignment, Employees agree to conduct themselves in a professional manner at all times and agree to abide by AGENCY's rules of conduct and work rules, examples of which are described below. This partial list is provided as a guide. Failure to abide by these guidelines may subject employees to disciplinary action, up to and including termination.

Personal Conduct

- ◆ You must treat patients in a dignified and professional manner.
- ◆ You may not engage in any activity or behavior that is, or appears to be, abuse of a patient.
- ◆ You may not exhibit inappropriate or unacceptable conduct.
- ◆ You may not discriminate against, or refuse to work with patients for any reason including race, color, religion, national origin, sex, age, disability, handicap or medical condition including HIV positive or AIDS, or any other characteristic protected by federal, state or local laws.
- ◆ You may not engage in manufacturing, possessing, distributing, dispensing, selling, or using alcohol, illegal drugs, legal drugs which are not prescribed for the employee, or any other intoxicating or controlled substance.
- ◆ You may not report for duty, or perform your work assignment if your ability to perform essential job functions and/or patient care is impaired.
- ◆ You may not engage in any financial transactions with patients.
- ◆ You may not engage in unlawful activity of any kind while on assignment.
- ◆ You may not have on your person or in your possession, a weapon of any kind while on assignment.
- ◆ You may not engage in gambling or playing games of chance while on assignment.
- ◆ You may not engage in fights, horseplay or any form of boisterous or disorderly conduct while on assignment.

Attendance and Punctuality

- ◆ You shall report for duty on time as assigned.
- ◆ You may not trade or switch an assignment with another Employee without prior approval of your AGENCY Recruiter.
- ◆ You must record your time accurately and honestly and must obtain the appropriate signature from the client facility verifying your hours.

Attention To Duty

- ◆ You must perform all job tasks in a satisfactory manner.
- ◆ You must follow all the rules of the client facility.
- ◆ You must take normal precautions and observe safe and sanitary work practices at all times in all work assignments.

- ◆ You may not loiter, or attend to personal business while on assignment.
- ◆ You may not leave your work assignment or leave patients unattended without permission from your immediate supervisor.
- ◆ You must immediately notify your AGENCY Recruiter of any changes to personal information.
- ◆ You must submit medical documentation of continued ability to perform job functions if requested.

Honesty and Confidentiality

- ◆ You must be truthful in all statements and representations made verbally and in writing.
- ◆ You may not solicit tips, gratuities, or gifts from client facilities, patients, patients' families or companies doing business with EpicWellness HomeCare or clients.
- ◆ You must not create the impression of impropriety or otherwise compromise the integrity of EWHC or the client facility or compromise EPHC, reputation or ability to conduct business.
- ◆ You must at all times maintain confidentiality of EWHC business records, operations, methods of doing business, client lists, employee lists, etc.
- ◆ You shall not appropriate, remove, or permit the appropriation or removal of client, patient or EWHC property of any kind for any unauthorized reason regardless of who the intended recipient is. This includes, but is not limited to, medications, narcotics, supplies, equipment, etc.

We have made every effort to provide you complete information regarding your employment with EWHC, however, if you have any questions or require clarification regarding a particular area, feel free to contact your EWHC Recruiter.