



Policies and Procedure Employee Handbook

3/25/2019

Preamble

This Employee Handbook governs the performance of employees at work, it is not a contract of employment, except as provided in section 5:5001—5:5003. However, to the extent of the provisions contained in sections 5:5001—5:5003, this document is an employment agreement. Policies of Nebraska Care are subject to change by the company in its discretion, without notice, and for any reasons deemed necessary and appropriate by the Company's management. Notification of changes are not necessary for changes made by management to be effective.

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This employee handbook uses the following names defining "company" Nebraska Care Inc, Nebraska Care, Nebraska Care LLC, Nebcare, Nebcare Health Services, and NC. Any item (s) discovered with typos or incorrect wording does not void any policies and procedures and NC reserves the right to adjust those items.

SECTION 1
AUTHORIZATION AND ACTIVE STATUS

1:1001 AUTHORIZATION FOR RELEASE OF INFORMATION

As part of the employment process, the following authorization and consent forms are signed by the applicant and employee for the basis of quality assurance and NC's interests. This authorization must be signed for the application process to be initiated:

I have applied for employment with NEBRASKA CARE. As part of the application process, I completely understand the reasons and potential uses of such investigation. I authorize NEBRASKA CARE to use any and all information acquired to make decisions regarding my employment. Further, I understand and agree that NEBRASKA CARE, may request information, orally or in written form; from various agencies, including public and private sources concerning my past activities relating to my previous employment, education, criminal history, credit reports, driving record, civil matters, as well as other experiences and waive any right under law concerning notification or waive any right to receive a copy of any written statement. I agree to provide my date of birth in order to complete this application. I hereby give my authorization to release any requested documents to any facility that I may work in. I release Nebraska Care and their agents from all liability regarding any information obtained about me in the course of their background check.

In the event a law does not provide for prospective employers to have access to information, I hereby delegate NEBRASKA CARE as my agent for the receipt of information. For the purpose of quality assurance and control I further authorize any form of audio/video recording during the interview, orientation, disciplinary, employment, termination and any other reasons in which myself and NEBRASKA CARE, and its clients are involved or when Nebraska Care deems appropriate during my employment.

I also understand that I may have to submit a urine, blood, and/or hair sample to be tested. The drug tests can be conducted and collected at any time of the application process, employment, incident reporting and / or injuries involving myself or Random Drug Screen. I understand that the drug screening is not the sole determining factor for employment. I further consent an on-going release of authorization for any information to which my employment is a concern from background checks and drug screens.

I acknowledge that a telephonic facsimile (fax), copy of this release or electronic copy shall be as valid as the original. This release is valid for all persons and private entities, all federal, state, county, and local agencies and authorities. I understand that any false Information in this application shall be reason for rejection of my application or termination of employment. I also understand that any legal controversy or legal claim arising out of or in relation to this application, excluding legal action taken by NEBRASKA CARE, to collect our fees and/or recover damages for, or obtain an injunction relating to the site operations, intellectual property, and our services, shall be resolved in an arbitration under the Federal Arbitration Act and before the American Arbitration Association (AAA) in accordance with AAA's then obtaining Commercial Arbitration Rules at the AAA location closest to NEBRASKA CARE office. The administrative cost of the arbitration and the arbitrators fee shall be shared by the parties.

The employment relationship between NEBRASKA CARE and the employee is terminable at will, with or without notice, with or without cause. I hereby acknowledge, removal from the eligible list, and/or disqualification of temporary employee, intern, volunteer, or contract employee.

1:1002 ACTIVE STATUS

In order to offer our employees a degree of flexibility, we require that you work **four (4) (revised 3/25/2019)** 8-hour shift per a 30-day period. Those individuals that have not worked **32 hours (revised 3/25/2019)** within the previous 30 days will receive a warning letter informing them they must work within the next 30 days or be placed on Inactive Status.

Once an employee is placed on Inactive Status, they must meet with a NC manager to review company policies and evaluate their employment in order to become Active. If the employee does not re-activate their employment status by working one (1) 8 hour shift a termination letter will be mailed or emailed to the employee. The employee may lose their permanent employee

status and may be subject to return to a probationary status. At that time, s/he may receive a different wage rate. After six months of inactive status the employee may have to re-apply and go through the entire application process.

SECTION 2

EXPECTATIONS FOR EMPLOYEES

2:2001 CODE OF CONDUCT

All NC employees must provide the highest level of integrity by promptly reporting (or self reporting) illegal, unethical, abusive, or distrustful action observed by other NC personnel and management as well as the client's staff and residents.

- Immediately reporting any conflicts or information with client/customer relationship that impacts NC.
- Ensuring that decisions are unbiased based only on a professional level, not personal.
- Abiding by the State and Federal regulation governing the practice of nursing, which cover their employment.
- Must stay within the scope of practice indicated in the Nebraska state statute.
- Understanding that all properties/programs of NC must remain confidential and must not be duplicated in any shape or form.
- Employees will keep their conversation with clients/co-workers on a professional level always.

Employees shall not:

- Accept bribes, favors, gifts, gratuity, or loans from clients. Excluding placement fees.
- Use profane or abusive language.
- Discuss client matters relating to the discipline of co-workers/employees/clients, in the presence of a client.
- Use cruel, inhumane punishment, excessive force, or maltreatment of an individual.
- Make terroristic threats towards an individual.
- Utilize or introduce weapons, drugs, or other contraband.
- Leave/abandon assignments without proper relief from a supervisor. You will be subject to an investigation for abandonment and reported to Nebraska Health and Human Services.
- Misuse client's property.
- Sleep during their assignment, unless arrangements have been made.
- Discriminate against clients, employees, and other individuals in any form (i.e.: religion, gender, sex, race, national origin, age, or disability status.)
- While operating a client's vehicle and/or "clocked-in", disobey any state laws in regards to alcoholic consumption, illegal drugs, or any other unlawful behavior that may be detrimental to NC's interests.
- Manufacture, distribute, possess, dispense, or use a controlled substance, or medications that impair judgment and behavior in the workplace.
- Involved in unlawful behavior directly or indirectly during and outside working hours.

2:2002 TIMELINESS/DEPENDABILITY

It is your responsibility to arrive in a timely manner to all assignments. Your compensation begins when you arrive at the workplace and report in. Your timeliness also includes returning from any breaks approved by your facility Administer / Supervisor. You remain at work until you report out and depart. Traveling to and from the workplace is not time spent at work and is not compensated as work. Your dependability and timeliness is a crucial aspect of NC. Any tardiness or "NO CALL / NO SHOW" is unacceptable and could result in disciplinary actions or termination.

2:2003 EMPLOYEE EVALUATIONS

Random employee evaluations are submitted in written format by the request of the client or NC management. It is the expectation that the NC employee receives an "above average" rating. The evaluation is reviewed and the employee is contacted on the results. If adverse findings are noted, the employee is given a verbal warning and steps to improve on

the evaluation. Progressive Discipline will be initiated and disciplinary actions may be warranted. Disciplinary actions can include probation, limited assignments or temporary suspension without pay until investigation has been completed. If the employee has been found to intentionally harm NC, clients and/ or the residents, immediate termination will follow. Any actions that may cause detrimental harm but not limited to physical, psychological, verbal, property, spiritual and other abuse will result in immediate termination and reported to Nebraska Health and Human Services or Federal and Local agencies. Intentional abuse will NOT be tolerated.

2:2004 NO REASSIGNMENT

The client may request a “No Reassignment” (NR) due to poor performance, lack of team work, tardiness, adverse behavior, lack of initiative, insubordination, or for other reasons. The client will be directed to provide a written explanation on the reason for a NR. The NC employee will be notified and have an opportunity to provide an explanation on the complaint. NC will contact the facility to submit the employee’s reason. If it is determined the ‘NR’ warrants termination or probationary status, NC reserves the right to withhold any compensation that is greater than minimum wage. This includes but not limited to any bonuses, pay increase, per diem allowances, reimbursements etc.

NC Employee will be given an opportunity to take other assignments from different facilities/clients. Random performance evaluations may be requested from other facilities/clients. 3 NR reported will result in immediate termination.

2:2004 EMPLOYEE CANCELLATIONS

All NC employees are instructed on the nature of being an agency personnel. Clients hold NC accountable on hiring dependable, and knowledgeable health care providers. Lack of reliability affects the client and their residents. The importance of following through with the confirmed assignments provides outstanding customer relations and rapport as well as quality service. NC’s higher standards are what is expected and may lead to priority assignments over other health care staffing firms.

Strict policies on cancellations are an integral part of our commitment to providing quality staff and services. Non-emergency cancellations are prohibited. Appropriate documentation to substantiate the absence must be submitted the following day. Documentations include- Doctor’s release, tow receipts, etc. Cancellations are evaluated on a case by case basis. It is determined by NC Management if the cancellation is considered an “Emergency”, even IF documentation is provided. (revised 3/25/2019) Per Diem allowances and other pay rates may be affected and withheld pending the review of the cancellation and work history of the employee. Unauthorized cancellations may lead to disciplinary action, including: probation, reduction of assignments, or immediate termination.

2:2004 a) CANCELLATION PROCEDURE

1. Call NC office immediately. If voicemail: provide nature of the cancellation and a call back number. Within 15 minutes if no return call-Text NC cell phone and provide the nature of the cancellation and a call back number. You MUST be able to be reached to verbally discuss your cancellation. Failure to leave a call back number or no response from you; it will be considered a “No Show” and could result in termination.
2. NC representative will verbally discuss the circumstances of your emergency. NC may offer alternatives or suggestions to resolve the emergency. If it is determined that the cancellation is found to be unreasonable and a non-emergency, you will be expected to go to work. Employee cancellation(s) may affect bonuses, pay rate, per diem allowances and other reimbursements. This Employee Cancellation Policy shall supersede all previously dated “Individual Special Policies”.
3. If the cancellation was substantiated with appropriate documentation (Doctor’s release, tow receipts or etc.), there will be no adverse actions. (As stated above, not all cancellation with appropriate documentation is considered a valid “Emergency” and will be subject to disciplinary action. (revised 3/25/2019) Submission of documents must follow the next day to continue with a good standing for that pay period. Documentations provided must be dated for the day of the “emergency cancellation”. (revised 3/25/2019)
4. If a cancellation occurs after arrival at the facility due to an “emergency” you MUST remain at the facility until you have contacted NC Manager. Leaving the facility without authorization from NC will result in disciplinary action and/ or termination. (revised 3/25/2019)
5. Not returning from an authorized break or leaving before your shift has ended without NC and Facility Supervisor

authorization is considered “Abandonment” and will result in immediate termination and reported to the Nebraska Department of Health and Human Services Licensure and Credentialing Department. Your Certification / License will be reviewed. Abandonment is considered detrimental to the facility’s residents as well as NC interests. (revised 3/25/2019)

2:2005 DRESS CODE AND HYGIENE POLICY

NC strives to provide the highest quality health care providers to our clients. Professional image and reputation is based on the candidates that serve each facility. The employees’ behavior, as well as how they represent NC affects everyone. We ask that you always adhere to the policies to avoid an unsatisfactory reputation with our clients.

Acceptable Dress & Hygiene:

- Clean hair, pulled back from face.
- Males: beards and mustaches must be groomed and trimmed.
- Female hair neatly groomed and tied back or up.
- Clean/pressed uniforms – colored tops or scrubs permissible otherwise white if not indicated by the assigned facility dress code. In some assignments, slacks and blouses or button down shirts are acceptable.
- Closed toe shoes
- Clean, short fingernails
- Clean, fresh appearance
- Clean, fresh breath
- Minimal jewelry
- NC name badge MUST be worn at all assignments and gait belt for right transfers.

Unacceptable Dress & Hygiene:

- Jeans, shorts, miniskirts, halter tops, sports attire, shirts with logos (with exception to NC logo), spandex outfits or tight fitting clothing. Low-cut, see-through, stained, wrinkled, or torn shirts.
- Sandals, open-toed shoes. (job specific)
- Excessive jewelry, perfume/aftershave (Excessiveness is based by a supervisor or NC employee.)
- No malodorous smell on person, clothes, or breath.
- Tattoos not covered
- Excessive piercings/ body jewelry
- Hats, scarves, broches, belts and other accessories that may cause harm

2:2006 OPEN COMMUNICATION

It is strongly encouraged to provide daily communications with NC. Two-way communication is necessary to provide positive employee relations. Any concerns, suggestions, or comments are essential to enhance customer/ client relationship.

It is mandatory that all employees must provide a telephone number in which communications of any schedule changes can be made. Failure to provide other telephone numbers for open communication may lead to loss of assignments or probation.

NC may call an employee at any time to maintain quality service for our customers/ clients. A response from texts, emails, voice messages, faxes and any other source of mediation is expected immediately from the employee.

NC will notify employees on any changes in schedule by leaving messages/ texts or emails. NC will not be held liable or be expected to pay for loss hours or Per Diem travel allowance, if an employee fails to communicate after arriving at a facility and later discovers the assignment had been cancelled or changed.

2:2007 LATE FACILITY CANCELLATION PROCEDURE: (Revised 3/25/2019)

1. Call NC immediately upon discovery of the Facility cancellation
2. After 15 minutes, text the information to NC cell. DO NOT leave the facility if you have arrived.
3. Wait until NC responds, further direction will be provided
4. NC representative will discuss with Facility's supervisor to verify the Facility cancellation.
5. You may be directed to fulfill another assignment (Lateral Transfer), which is mandatory, unless previously arranged (Revised 3/25/2019)
6. Your wage after arriving at a cancelled facility is 2 hours, plus zone mileage. (Revised 3/25/2019)
7. No wages are given if we made efforts to contact you prior to your shift. (Revised 3/25/2019)

CONFIDENTIAL

SECTION 3- SELECTION/ PERFORMANCE/SCHEDULING

3:3001 SELECTION

Selection of NC employees may be advertised internally and externally for vacant positions. All Office/medical/nursing personnel must have a current license, certification, and physical exams (if applicable). Applicants interviewing will not be reimbursed for travel expense or compensated for the interview. Each applicant is considered and reviewed and an extensive screening process is utilized. The applicant must have passed a state patrol background check, employment verification, and character references. If applicable a child and adult abuse registry check and drug test (Revised 3/25/2019) A determination is made to interview.

All NC nursing staff employees must complete a 40 (Revised 3/25/2019) hour probationary period and must remain active status (at least four full 8-hour shift in a 30-day period) until probationary status is completed. Office personnel must complete a 90-day probation. During this time, or at any time, NC employee may be dismissed without cause. All NC employees that are hired for a specific position must stay within their “assigned duties” for that particular assignment. All nursing personnel must possess the knowledge of their own as well as other professionals of what their job entails, and to follow the license guidelines of their assigned duties.

3:3002 PERFORMANCE

The purpose of the performance evaluation is to enhance job performance and to determine whether the job description/ job criteria are being met. A self-evaluation is handed out prior to the performance evaluation. Performance evaluations are done after the 40-hour probationary period. Information obtained from the assigned facilities will be used to evaluate your performance. The NC employee and the supervisor will review the performance evaluation and the employee’s signature is obtained. Your signature is ONLY an indication that you have received the performance evaluation, whether you agree or disagree with the report. If you receive unsatisfactory score results from the performance evaluation, your probation is extended. Depending on the severity of the performance, disciplinary action may be taken and may result in immediate termination without re-evaluation. Performance evaluation is also conducted randomly and if the result is less than average, the employee may be placed in probationary status. (Revised 3/25/2019)

3:3003 LATERAL TRANSFER

*Lateral Transfer: To be moved (transferred) to a different NC Facility to fill an assignment of the same position, during the same shift (lateral), on the same day.

Because of the difficulty filling last minute cancellations or facilities’ needs (Revised 3/25/2019), NC must utilize its resources to meet commitments at the affected facilities. NC requires that all employees accept lateral transfers. Mileage, choice of facility, and facility preference will be taken into consideration, as decisions are made on lateral transfers. NC’s decision shall be final.

- Lateral Transfers may occur if an assignment has been canceled and you are transferred to another Facility.
- Lateral Transfers will apply to an employee arriving at a facility and finding out they are canceled. If this occurs, you must call from the facility to be re-assigned. Failure to call from the facility will make you ineligible for hourly and mileage reimbursement and may result in disciplinary action.
- In extreme circumstances, NC may laterally transfer you even after you arrived and started your scheduled assignment. Arrangements with the Director will be made by NC. You will be paid equivalent to the entire shift you were assigned, as well as the appropriate mileage reimbursement.
- Lateral Transfers may also occur if you have already been scheduled in one facility and we may move you to another facility to fulfill the needs of our client as well as NC interests. (Revised 3/25/2019)

Failure to accept a lateral transfer will result in disciplinary action, which may include probationary status, reduction of scheduled assignments, or immediate termination.

3:3004 SCHEDULING GUIDELINES

- All scheduling must be done through NC. Please do not burden the facilities with scheduling questions.
- DO NOT call the facility to cancel or schedule.
- All assignments must be verbally confirmed with NC. These commitments are immediately faxed to the facility. Only then is the assignment confirmed. Do not assume that an assignment is confirmed just because you talked to a D.O.N. at a facility.
- **Once you have provided an availability, NC has the right to move you to another facility to meet the needs of the client.**
- “Must Fills” are assignments which take priority when scheduling. On occasion, a lateral transfer will be made to replace a “MustFill”.
- You must work the entire assignment. You must contact NC if you will be late or need to leave early. Please follow the emergency cancellation procedure.
- If you are cancelled by a facility, we will keep you available until another assignment is scheduled, **unless prior arrangements have been made. (Revised 3/25/2019)**
- Cancellations- The employee must call and leave a phone number. You must be reachable. The Manager will discuss the circumstances of your emergency and will determine if it is considered an “emergency.”
- You must work the entire assignment. If you discover that you are not on the schedule, after arriving at the facility, you must call NC from that facility. You are not able to leave until we contact you AT the facility.
- **Lateral Transfer:** You may be transferred to another facility in which you would receive pay for the entire assignment and appropriate mileage reimbursement. If sent home, you will receive one (2) hour cancellation pay and **mileage zone**. No cancellation pay will be given if you left the facility before we contact you. It is MANDATORY to have/do the following:
 1. Phone with an answering/ message system.
 2. Reliable car
 3. Responding to our calls
 4. Maintain “Active Status” work (**4- eight-hour shift in 30 days**)
 5. Maintain “Open Communication”

SECTION 4- ADVANCE/ HOLIDAY/ OVERTIME PAY /WORK COMPENSATION

4:4001 ADVANCE

The following criteria must be met in order to receive an advance:

- An employee must remain in good standing (no unauthorized cancellations, tardiness during the current pay period, and/or must not be on any performance probationary period)
- Advance is only good for the current pay period and for hours worked.
- **Wage Advance is 70% of hours worked (Revised 3/25/2019)**
- Advance is limited to one (1) time during each pay period not exceeding \$300.00 net pay.
- NC management reserves the right to deny advance pay.
- Advance request must be made during office hours only. (8:00- 5:00 Monday- Friday)
- **Advance payments are disbursed with a business check or Venmo App. (Revised 3/25/2019)**
- **Wage advance given will be deducted from the following paycheck entirely. (Revised 3/25/2019)**

4:4002 HOLIDAY

Employees that are working on the designated holidays will be paid 1.5 times the normal rate. Designated holidays are New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Holiday hours are from 0001 hr to 2400 hr of the day of the holiday.

4:4003 OVERTIME

Non-exempt employees will be paid the normal rates of 1.5 times their average hourly rate for every hour worked over 40 in a single week. A work week is considered Monday thru Sunday. The facility's management or NebraskaCare Management must authorize before an "overtime" employee can be assigned. The last hours scheduled will be the overtime rate. NC MUST be notified of ANY excess hours. Any compensable earnings (bonuses, incentive pay, and non-reimbursed wages) will be added to the average hourly rate and calculated as the normal rates of 1.5 times their average hourly rate for every hour worked over 40 in a single week.

Exempt employees (Salaried) can be asked to work more than 40 hours a week without receiving overtime pay.

4:4004 REPLACEMENT CHECKS

If an **advance** paycheck is en-route & has been delayed by the postal service, NC will replace checks that have been lost in the mail after a two (2) week waiting period. NC will issue a stop payment on the original check & issue a replacement check once the stop payment has gone through. If, after receiving a replacement check, the original check appears, please void the check and return it to NC. NC may ask that you write a personal check equivalent to the paycheck to be used as a deposit. If the original paycheck was cashed, **your personal check will be deposited. (Revised 3/25/2019)**

NC **mandates direct deposit**. If a direct deposit is not credited to the employee's account on payday, NC will call the business bank to investigate the problem. This may result in delay of the direct deposit. NC will not issue a check unless it is warranted. **If an Advance paycheck is written, it** can be picked during the office hours of 8:00-5:00 pm. No other persons can pick up paycheck without written authorization **each** time. The employee must include a **written note with the** date and signature.

4:4005 SALARY MANAGER'S HEALTH INSURANCE

Salary Managers are eligible for **Health Insurance voucher** for medical, Dental and Vision Insurance coverage or reimbursement to all Managers and their immediate family members (spouse, registered domestic partner (as permitted by law), child, and /or their child or children), if they so choose. NC offers all regular full-time Salary Managers participation in the **health insurance voucher plan**. Temporary/Seasonal/or day-to-day employees are not eligible for most benefits. If a Temporary/Seasonal or day-to-day employee meets the eligibility requirements for the company health insurance voucher plan, the employee may participate in the plan as per the eligibility rules. Temporary/Seasonal or day-to-day employees are also eligible for benefits under the Worker's Compensation and Unemployment Insurance programs of the state of Nebraska.

Employees are eligible for coverage on the first of the month, following **6 months** of employment for all Health Insurance Voucher plan. Eligibility requires an average of 36 hours worked per week or salaried Manager's position.

4:4006 SALARY MANAGER'S HEALTH SAVINGS ACCOUNT (HSA)

NC no longer contributes to any Health Savings Account.

4:4007 WORKER'S COMPENSATION COVERAGE

Employees are protected by the company's worker's compensation policy while employed by the company. This policy covers employees in case of occupational injury or illness suffered during scheduled work hours, while performing work within the scope of their job responsibilities. Any injury occurred on an assignment MUST be reported to the NC supervisor immediately or in a reasonable amount of time. The employee must also report the injury to the facility supervisor so that necessary steps can be done to treat the injury. If the injury is severe and warrants compensation, a workman's compensation claim will be filed. Failure to report the injury in a reasonable time period, may be cause a denial of your claim. Only injuries occurring on site of an assignment is covered. This DOES NOT include travel to and from an assignment and driving to the NC office. A physician will assess all injuries and a physician release form must be obtained in order to return to work. No employee shall work under any type of restrictions placed by the physician. The facility will report to NC all incident/illness/injury cases relating to a NC employee. The NC employee must fill out an incident report according to the policies of that facility. A copy of that incident report will be submitted to NC.

Once an Employee becomes a claimant and the claim is initiated by Worker's Comp, NC or Work Comp Insurance may conduct an ongoing investigation. NC may also request a drug test to be conducted. The following is a disclosure of what a Worker's Comp Investigator may do to substantiate the claim.

- **Surveillance** - Investigators may use audio, video, and other types of surveillance to determine whether an individual worker is as injured as they claim.
- **Interviews and research** - Workers compensation investigators may interview colleagues, friends, family, and other individuals to learn whether there is an issue of fraud and, if so, how great.
- **Background checks and records research** - An investigation into worker's compensation fraud may include checking medical records, employment records, and other records. Private investigators may also run background checks to see whether a worker has filed numerous compensations claims in the past.
- **Evidence gathering** - Workers compensation investigators can gather evidence if they uncover workers compensation insurance fraud.

4:4007A- EMPLOYEE WORKCOMP PROCEDURE

1. The Employee must update NC on their injury status, after each Medical appointment AND provide the next treatment plan and date.
2. NC may require and/ or offer a temporary position to meet the restrictions of the Medical Doctor.
3. Employee must disclose new jobs obtained during the active claim.
4. For the Employee to Return to Work without Restrictions, NC must receive a copy of the Physicians note of the release to return to work without restrictions. (Revised 3/25/2019)
- 5.

SECTION 5- AGREEMENT/ EXPECTATIONS

5:5001 EMPLOYEE AGREEMENT AND EXPECTATIONS

The following Employee Agreement shall be entered into by NEBRASKA CARE (referred to as NC) and this NEBRASKA CARE Employee. This agreement shall acknowledge provisions and conditions of employment and shall become effective upon date of hire. Any forms of communication (verbal or written), regarding changes to this agreement, will be recorded or updated online under the Policy and Procedure Employee Handbook.

- 1) **AT WILL-** The employment relationship between NC and Employee is terminable at will, with or without notice OR cause. These expectations, as well as policies, are available for review by appointment, during normal business hours.

NC, at the discretion of its managers, shall terminate employment with an employee when it has been determined that the employee has willfully disregarded NC's interest, deliberately violated policies, demonstrated a disregard for standards of behavior, and/or demonstrated negligence with intentional or substantial disregard to NC's interest.

- 2) NO GUARANTEE- Employee understands and agrees that NC can not and does not guarantee employees a specific number of assignments or a fixed duration of any particular assignment.
- 3) ACTIVE STATUS- Employee agrees that in order to maintain an "active" status that he/she must work 4 (four) 8-hour shift in 30 days or the probationary wage rate will be initiated again or continued longer.
- 4) PHONE- Employee must maintain a working phone system, with a message service, in order to be called. Employee understands that he/she will be called for assignments at any time and a call back is mandatory to either decline or accept assignments. If an employee fails to communicate, probation may be initiated.
- 5) COMPLY- Employee understands and agrees that he/she is employed by NC. Employee agrees to accept and comply with the rules and working conditions established by NC, as well as any rules of the client, applicable to the project or assignment.
- 6) EMPLOYEE LIABILITY- Employee agrees that NC shall not accept responsibility for any claim, demand, or action by the client, or any individuals, that may be brought against the employee's actions, behaviors, or judgments outside of working hours of the assigned shifts, based on timecards signed by the client.
- 7) CONFIDENTIALITY- Employee agrees that as a condition of his/her acceptance of a project or assignment with the client, that he/she will not disclose, or in any way relate or disseminate to unauthorized parties, without the express written permission of NC or the client. Any information obtained during the course of employment such as trade secrets, materials, documents, internal, or unpublished documentation concerning NC or the client shall be deemed confidential. Employee agrees to indemnify NC against any claim, demand, or action alleging an unauthorized disclosure of such confidential information that may be brought against NC by the client.
- 8) PAYROLL- Wages are paid for assignments that are performed and approved by the client and NC. "Time In and Time Out" is based on the assigned shift, upon arrival and upon leaving the facility and reporting to a nurse supervisor. Nurse supervisor's signature is mandatory following each assignment worked. Non-taxable mileage reimbursement or mileage zones is only paid if noted on timecard. Time cards must be complete and submitted every Monday for it to be considered timely. NC reserves the right to withhold any verbal or written agreement of bonuses, increase wages or mileage reimbursement when it has been determined that the Employee has willfully disregarded NC's interest, deliberately violated policies, demonstrated a disregard for standards of behavior and/or demonstrated negligence with intentional or substantial disregard to NC's interest.
- 9) W-4 & I-9- Employee is responsible for providing to NC, on a weekly basis, a completed time card signed by an authorized client representative, certifying hours worked on the project or assignment. Payment in the form of direct deposit weekly on Mondays and in the account that was provided by the Employee. NC will deduct payroll withholdings at the appropriate rates. Employee must provide to NC completed and signed W-4 (tax withholding) and I-9 (employment eligibility) forms. Employee shall notify NC immediately concerning changes to withholding information, including Physical address.
- 10) SCHEDULING OF ASSIGNMENTS- Upon my last assignment, I agree to notify NC. If I fail to do so, I may be ineligible for unemployment benefits. I agree that all scheduling and changes to my assignment is solely done through NC. I will not interfere with the scheduling process by contacting the clients directly. NC reserves the right to make placements of the assignments that are in the best interest of the Corporation and the Clients we serve. If an employee is cancelled by a client, it is NC's best interest to reschedule that same employee, with another client even after the shift has started.
- 11) QUALITY- All Employees are required to maintain the same level of quality performance, good personal appearance, and professional attitude as established upon employment.
- 12) POLICY UPDATES- NC reserves the right to make changes and implement new policies as needed. Employees shall maintain a knowledge and understanding of all policies and procedures as a condition of employment. Said policies and procedures shall be available for review, by appointment, during normal business hours. Policies are viewable on line daily.
- 13) IN-SERVICES- Employees shall maintain all in-service hours required for their classification. Failure to maintain these in-service hours may result in termination. In-service materials are available for employees that remain in active status.

- 14) JOB DESCRIPTION- The Employee shall only perform those duties that are within their assignment, job description and scope of practice. NC will periodically evaluate all Employees and compare their performance, appearance and job knowledge against the expectations set at time of employment.
- 15) ABUSE- Abuse, neglect or exploitation of any client served by NC, or any other person, IS NOT TOLERATED AND shall be immediately reported to the appropriate agency. All Facility reporting procedures will be followed.
- 16) INCIDENTS/ INJURIES- I acknowledge that a complete investigation of any incidents, workman's comp claims involving myself will be conducted. I will allow audio/video recording, nurse assessments, drug screening, follow-up on doctor's visits & etc. to assist with the investigation process. Nebraska Care will be notified of any incident that I have been directly or indirectly involved in within 24 hours. I also acknowledged that ANY incident reported or discovered, will require a drug screen 24 hours following the date of the incident. Any fees relating to the incident that are non-reimbursed by workman' comp claim (ie drug screen (s) will be deducted from the next payroll. It is my responsibility and duty to report my on-going status to Nebraska Care following any incident. Nebraska Care will make the final decision of my employment status based on whether the incident is detrimental to Nebraska Care and/ or my ability to perform my job description to the best of my ability without further injury or incident to myself and others. Nebraska Care can require me to fulfill any position, job or tasks that does not incur any further injury/incident or, until I am medically released by the Physician. Or Workman's Comp Physician assigned. (Revised 3/25/2019).
- 17) FALSIFYING- Falsification of any kind, including but not limited to, NC documents, time cards, Facility documents, excuse slips, or work release will result in termination.
- 18) CANCELLATION POLICY- Failure to comply with NC's Cancellation Policy may result in disciplinary action and/or termination.
- 19) PLACEMENT- If the Employee takes either full or part-time employment (on any position) (Revised 3/25/2019) with a Facility/ Client that he/she has been assigned within the previous 150 days, the Employee shall pay, to NC, a "Placement Fee" as defined in the Placement Fee agreement. Failure to notify NC prior to working for a facility/client as defined by the placement fee violates the Restrictive Covenant Agreement and penalties shall be assessed.
- 20) WITH HOLDING POLICY- Terminated employees that violate any procedures, policies, agreements, standards or behavior including but not limited to "no re-assignments", insubordination, or behavior not in the best interest of NC, are subject to withholding and forfeiture of reimbursements, including mileage, accommodations, and insurance. Upon a finding that no violation occurred, reimbursement is then processed, minus any amounts owed, and distributed on the following payroll date. Employee agrees that NC may withhold a portion of the Employee's wages or reimbursement for violation of NC's policies including but not limited to the "Employee Agreement", "Placement Fee" and "Restrictive Covenant Agreement".
- 21) NO CALL / NO SHOW- No Shows are considered INTOLERABLE and subjected to automatic termination. Timecards left to be processed after the date of the NO SHOW, is paid at minimum wage. Any verbal or written agreement of bonuses, increase wages, or mileage reimbursement will also be forfeited. Any holidays or overtime honored will be at time and 1/2 of the minimum wage rate.
- 22) NO COMPETITION- Taking assignments with another agency that are in direct competition with NC and conflict with NC's interests are prohibited. Employee must notify NC of any change of employment and the name of Employer. If an employee chooses to work for a competitive agency, the employee cannot take assignments with the same clients. (Revised 3/25/2019)
- 23) AVAILABLE STATUS- I understand that when I verbally agree that I am available to work, I am committed and can be scheduled. NC will notify the Employee where the assignment is and I am expected to work, based on my availability. I can cancel my availability at any time, IF I have not been scheduled already.
- 24) RESIGNATION- as a condition of employment, I agree to finish out my scheduled assignments and provide NC a minimum of 2 weeks' notice, whichever is agreed upon. If an employee demonstrates or displays behavior and is not in the best interests of NC, which leads the employee to not work their assignments, NC will initiate the reimbursement policy and employee will forfeit reimbursements, including mileage.
- 25) AGREEMENT- No provision of this agreement may be amended or waived unless such amendment or waiver is agreed to in writing and signed by the President or representative of NC. The waiver by NC of a breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach hereof. This agreement shall be governed by and in accordance with the laws of the State of Nebraska. If any court of competent jurisdiction declares any provision of this agreement unenforceable, the remainder shall continue in full force and effect.

5:5002 PLACEMENT FEE POLICY

Assignment worked at the client/facility or entities will be assessed a placement fee. Any employee/former employee of NEBRASKA CARE LLC. that accepts any position with a client/facility or entities within 150 days from the last assignment worked, at that facility or entities, will be assessed a placement fee.

Certified Nurse Assistants—\$2,500

Medication Aides—\$3,000

LPN—\$3,500

RN—\$4,000

The employee may not begin work at the client/facility until all portions of both the employee and facilities contractual agreement has been met. Unless previous agreed upon by all parties. The facility may pay the employees portion to expedite the placement process. The employee may continue to work for NC, and take assignments at other facilities, except for the client that has requested the buyout. (Revised 3/25/2019)

The employee must carry out all assignments confirmed and previously scheduled prior to the commencement of the placement. A two-week written notice is required for all resignations. An exit interview will be performed for all voluntary terminations.

A third time placement to a client/facility or entities will result in a fee of 25% of the employee's annualized gross rate. (Such annualized rate is based on 2080 hours worked at highest pay rate earned by employee.)

5:5003 RESTRICTIVE COVENANT AND AGREEMENT

NEBRASKA CARE, LLC. hereinafter "NC" and Employee hereto hereby covenant and agree as follows-
CONFIDENTIALITY AND NO COMPETITION AGREEMENT DEFINED:

- A. Employee shall not, during the term of this agreement and for a period of 12 months thereafter, associate directly or indirectly as an employee, agent, or officer with the operation of any business competitive to NC. This restriction shall apply only to current accounts, clients, or customers upon whom Employee worked on behalf of NC.
- B. Employee shall not, during the term of this agreement and for a period of 18 months thereafter, directly or indirectly, alone or as an employee, agent or representative, or as a member of a partnership or as an officer, director, or stockholder of another corporation, induce, cause, persuade or attempt to do any of the foregoing which would cause any representative or employee of NC to terminate their employment with NC or to violate the terms of any agreements between any employee and NC.
- C. Employee shall hold for the benefit of NC all knowledge of customers, wage lists and history, and all other secret or confidential information, knowledge or data of NC obtained by Employee, during the term of this Agreement. Employee shall not thereafter communicate or divulge any such information, knowledge, or data to any person or firm.
- D. During the term of this Agreement and for a period of 18 months thereafter, Employee shall not do anything detrimental or adverse to the best interests of NC, or other NC employees, nor use any confidential information.
- E. Employee recognizes NC's need for the covenant is based upon the fact that NC has expended substantial time, money, and effort to developing the hiring program for employees and a valuable list of customers and information about their needs, hiring habits, and trade secrets will be entrusted and exposed to employee. Employee further recognizes that NC is in a highly competitive industry and has employees as its principle connection with its customers. The EMPLOYEE agrees that he/she will not take assignments through another agency, that directly competes with NC.
- F. Each violation or breach of these provisions by the employee, will require the employee to pay to NC \$5,000.00 as loss revenue/services. The parties acknowledge that it is impossible to more precisely estimate the specific damage that would be suffered by NC in the event any breach and parties acknowledge and intend that this provision is a provision of loss revenue/services and not a penalty provision.

G. These obligations shall survive the termination of any employment or employee agreement and shall supersede all previous agreements within and shall be effective at the date of the employee's hire.

H. This agreement shall super-cede all previous agreements on the matters discussed here within and shall be effective as of the Employee's date of hire

I. This agreement shall be governed by and in accordance with the laws of the State of Nebraska, exclusive of any choice of law rules. If any court of competent jurisdiction declares any provision of this agreement unenforceable, the remainder shall continue in full force and effect.

SECTION 6 MALPRACTICE INSURANCE

6:6001 MALPRACTICE INSURANCE VERIFICATION FORM

As a requirement for employment at NC, all employees must have an active Malpractice (Professional Liability) Insurance policy which carries a minimum of one (1) million dollar coverage per occurrence, (occurrence- amount you pay per 1 claim in a covered policy period i.e.: 1yr) and six (6) million dollar coverage per aggregate, (Aggregate-maximum amount you pay per claims in a covered policy period) Most companies cover the highest level of certification working in the scope of practice. For example; RNs working in OB, surgical, med surge, trauma, critical care, long term, acute care, clinical etc. will pay the same premiums throughout their scope of practice, regardless of Diploma or Degree

NC has received information from Nurses' Services Organization (NSO). They cover 24/7 for any employed duties. Current annual premiums are subject to change.

- Registered Nurse- \$108.00
- Licensed Practical Nurse-\$108.00
- Certified Nurse Assistants- \$56.00 (working in a facility)

SECTION 7 EMPLOYEE TRAVEL AGREEMENT/ MEAL PERIODS/ DRUG FREE WORKPLACE

7:7001 TRAVEL AGREEMENT NOTE: **Current Travel Agreement is located on website in the Resource Page.**

7:7002 MEAL PERIODS

For the basis of quality care all NC employees must take a 30-minute break if scheduled to work 6 hours or more. The uninterrupted break should be in accordance with the assigned facilities rules/regulations as well as NebraskaCare policies. If the assigned facility/NebraskaCare does not offer a meal break or there is not qualified relief available for the break, a paid meal period shall be granted. The supervisor/client will sign the timecard authorizing "no lunch". NebraskaCare shall be notified immediately regarding "no lunch/break". Charge Nurses or House Supervisors must remain on property if there are no other supervisors available. You must notify the staff on your whereabouts or be reachable by mobile cell or overhead speaker for emergency notifications. All breaks must be done in the break room/lunch area or outside the facility if authorized to leave the premises. Absolutely NO work will be done during the break. Abuse of the 30minute break will lead to disciplinary action.

7:7003 DRUG-FREE WORKPLACE: ZERO TOLERANCE revised 6/7/2016

Under Drug Free Work Place Act of 1988, NC shall also adopt the policy that unlawful use, manufacture, distribution,

dispensation, and possession of a controlled substance in the work place is prohibited. The work place shall be defined as assigned facilities, clients and NC offices. Any NC employee shall be investigated and referred to law enforcement agency. A drug and alcohol test may be utilized. Evidence of drug in the work place may lead to disciplinary actions include suspension or termination of employment. Alcoholic beverage may be served for special events hosted by NC.

Zero tolerance on drug usage in the work place. (defining as: zero tolerance. n. A law, policy, or practice that provides for the imposition of severe penalties for a proscribed offense or behavior without making exceptions for extenuating circumstances.) This would also include prescription drugs that can alter your judgment, impair your physical status and drugs that would be considered as Narcotics. zero tolerance for the use of alcohol, illegal substances, or the misuse of prescription medications while on duty or the presence of these substances in the body while on duty regardless of when consumed.

The use and ingestion of prohibited drugs is always prohibited . An employee must not consume alcohol / narcotics twelve hours prior to duty.

Categories of the Employees Covered:

This policy applies to all employees, therefore, all agency employees, including temporaries working in a safety-sensitive position will be randomly tested.

1. Anyone driving any vehicle
2. Any staff member directly responsible for the care and safety of Residents.
3. Any staff member directly responsible for transporting Residents or employees while on duty.

What types of testing will be done?

Pre-employment
Random testing
Reasonable
suspicion Post
Incident

What are the prohibited substances?

Marijuana, Cocaine, Opiates (narcotics such as heroin, morphine and codeine), Phencyclidine

(Nebraska Care reserves the right to test for additional drugs if there is a reason to believe the employee is abusing another substance)

Who will do the drug testing?

Connection services are contracted with a Drug Testing Provider chosen by NC. A urinalysis is performed for drugs. The attendant completes a Chain of Custody form with a unique number for identification while the employee is there. The employee initials the tape identifying his/her specimen after the tape has been placed on the container. A daily courier service collects the specimen after the specimens, and delivers them to the Drug Test Screening Lab, where the drug screen is conducted. The results of the test are returned where a Medical Review Officer interprets the test results. This Medical Review Officer will make the final decision as to a positive or negative test result. If the first test at the lab comes back positive, the Medical Review Officer will notify you and discuss any prescription medicines that you may be taking at the time of the collection. All medications will be verified with the employee's physician. Currently, the employee has the right to request a re-test of the split sample to assure the accuracy of the test. Alternate types of test may be conducted when two or more tests within twelve months are found to be inconclusive or if the situation warrants.

Breath alcohol testing will be done using a National Highway Traffic Safety Administration approved testing device operated by a certified breath alcohol technician. A breath alcohol test displaying any amount of alcohol will be considered a positive.

A positive test result in any amount of alcohol or illegal substance as revealed by the drug or breath alcohol test will result in immediate termination.

If I feel that I have a substance abuse problem, can I ask for help?

Nebraska Care's Drug-Free Workplace Policy allows an employee to voluntarily come forward and ask for rehabilitation counseling. The employee will still be suspended without pay until the Substance Abuse Professional can certify him/her fit to return to duty. Any employee with a substance abuse problem is encouraged to seek help through an Employee Assistance Program Provider.

Any employee convicted of any criminal drug or alcohol abuse violation while employed is required to report this conviction to Nebraska Care within five days of the conviction or face termination.

Pre-employment Drug Testing

The applicant selected for hire will be asked to take a drug test. A negative drug test will constitute an offer of employment, while a positive test will result in not being considered for hire. The only appeal procedure goes to the Review Committee in case of a flawed procedure or that prescription drugs may have unfairly skewed the results, in which case the committee will authorize a second test.

Reasonable Suspicion Drug Testing

Nebraska Care and or Clients' DON or Admin can determine and make a referral for reasonable suspicion testing. The request must be from those who provide direction and make decisions affecting the assignments and duties. Upon making the decision to test, the Client Facility Director / Admin or NC will pull that employee from duty and remind him/her of the drug testing policy.

Nebraska Care Office Manager or Client will issue a written directive to go to the collection site within 2 hours of the request. The employee will have an opportunity to explain his/her side of the incident. The employee will be suspended without pay pending the result of the drug testing. All confirmed assignments will be given to other staff to cover the employee's absence.

If the test is negative, the employee will be notified to return to work with at least 1-month probation but can be extended to 6 months to 1 year.

If the test is positive, the employee will be terminated from employment. The employee may request a split sample test be performed. The cost of this split sample test is the responsibility of the employee. If the second test is negative, the employee will be reinstated.

Post-Incident Testing

Any employee that is involved in any kind of work related incident will be required to take a post-incident drug/alcohol test as soon as possible following the incident. The Office Manager will issue a Post Incident Testing request to take to Urgent Care, and, if necessary, transportation will be provided. In the event the employee is hospitalized, arrangements will be made for the drug/alcohol testing to be done there.

If the incident occurs after the Urgent Care Center is closed for the evening, the employee should report back to the Urgent Care first thing in the next day.

Random Drug Testing

Random drug testing is a random selection of when a drug test will be conducted. Nebraska Care will contact with a Drug Testing List Provider to conduct a random test. The names on the list will be drawn. Even though their names may be drawn often, employees will not be sent for a drug test more than once per quarter.

The Office Manager will coordinate the drug test with the Drug Test Provider.

What happens if a staff person refuses to take a test?

A refusal to submit to a drug test means automatic termination of employment. Other behaviors will be considered a refusal: leaving the test site without completing the test, the inability to provide sufficient quantities of breath or urine to be tested without a valid medical explanation, tampering with or attempting to adulterate the specimen or collection procedure, not reporting to the collection site in the time allotted or leaving the scene of an accident without a valid reason before the tests have been conducted.

What kind of drug/alcohol training is provided?

All Office Personnel shall receive a minimum of two hours of training in substance abuse awareness education per year.

Managers will be trained to explain the drug policy to employee, provide guidance and support to employees, as well as trained on the availability of drug treatment and counseling programs, including accessing those programs. All employees will receive one hour of substance abuse awareness education per year. This training will be distributed to every employee, along with a copy of Nebraska Care Drug and Alcohol Policy. This will be documented in each employee's personnel file, with a copy to be kept in a file with their drug test results. For new employees, this will be done during their agency orientation session within the first few days of employment. Each employee will sign a statement of understanding that, as a condition of employment under grants providing funding for his/her position, the employee will abide by the terms of the drug free workplace statement and notify Nebraska Care in writing of his/her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Agency Support Services

Nebraska Care can withhold from payroll the initial visit to the Employee Assistance Program Provider for counseling, however, further visits will be the responsibility of the employee.

This will not be done if the employee request assistance due to a substance abuse problem or tested positive, resulting in termination. The employee will be responsible for all the payments.

Will I ever be considered for re-employment following a positive test?

All staff members terminated because of a positive drug test must have went through the Employee Assistance Program for assistance in a rehabilitation program. An employee is eligible to reapply following the completion of a rehabilitation program with documentation from an SAP (Substance Abuse Professional) and testing negative for one full year.

Disclosure of Test Results

The actual results of drug/alcohol tests maintained on file by Nebraska Care may be released only to the employee, if he/she requests the results in writing. They may also be released to subsequent employers, if requested in writing by the employee, the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee and other identified persons as requested in writing by the employee.

Probationary / Termination Status related to drug use in the work place or Any Incidents:

The employee may be subject to be placed or continued to be on a probationary status / or termination due to the following reasons / or incident:

1. Incident related to medication error.
2. Reasonable suspicion of drug / alcohol uses in the work place.
3. Drug test positive and reviewed by MRO. (Medical Review Officer)
4. Withholding information regarding use of prescription medications or medical information due to Safety sensitive position (All Healthcare personnel) that may impair or alter physical and mental status, and unable to perform the job description.
5. Continued investigation by Nebraska Care and any reporting agencies, Nebraska Department of Health and Human Services, Law Enforcement, Clients, Legal, Workman's Comp, Unemployment and any other entities that require information on drug use in the work place or any Incident
6. Withholding information regarding Licensure / Certification change in status
7. Adverse findings on Social Media checks.

SECTION 8 RELIGION/ PROPERTY RESPECT / TELEPHONE USE / COMPANY EQUIPMENT

8:8001 RELIGION POLICY

Personal religious beliefs will not be pronounced or distributed in any form in the work place. Religious dialogue, if Initiated by the client, is permissible only as it facilitates the client's interest. Witnessing one's faith violates this Policy.

8:8002 RESPECT FOR PROPERTY

Employees are expected to treat the facility's/client's and property of NC with respect. All property lost, stolen or damaged must be reported to a supervisor. Upon termination of employment, all equipment, property and materials are to be returned to NC, in satisfactory condition. The employee may be assessed a charge no more than equal value of the

replacement item. A reduction in pay and reimbursements may be used to pay off any damages incurred.

8:8003 TELEPHONE USE

NC provides a toll-free number to access the office. The client's telephone is never to be used for personal phone calls. Prior arrangements are to be made for your family to contact you. Cell phones are permissible only during "break times" and should not interfere with job duties.

8:8004 USE OF COMPANY EQUIPMENT

All material, equipment, supplies, pagers, phones, internet, cable, vehicles and other property belonging to NC are to be used for business purposes only. Preauthorization is required to use any NC property or equipment offsite of company location.

SECTION 9 FLEXIBLE. CONTRACT. AVAILABILITY SCHEDULING. DAY TO DAY SCHEDULING

9:9001 FLEXIBLE SCHEDULING

Employees that allow us to schedule them freely will have priority. You give us freedom to schedule you anywhere and anytime. Being flexible provides you more assignments. You must maintain good performance to have priority over other employees.

9:9002 CONTRACT SCHEDULING

Contract work is GUARANTEED for certain number of weeks. You will be assigned to one client and they will schedule you. It is guaranteed work. Both parties CANNOT cancel. Guaranteed shifts wage will be slightly lower but will remain with the same mileage zone.

9:9003 AVAILABILITY SCHEDULING

Based on your availability we will schedule you and tell you where you are assigned. You can change your availability anytime, but once you are scheduled, you are committed. We will presume you are still available until we hear differently. Last minute requests do happen. You are still expected to work even after the shift has started. It is your responsibility to notify us that your availability has changed. If you have written down that you were available and did not respond to our calls, you are subject to disciplinary action.

9:9004 DAY TO DAY SCHEDULING

This process is time consuming. After we contact you, we review the left-over days with you, and you will choose if you would like to take them. If you agree to this assignment you are then committed and may not cancel.

SECTION 10- JOB DESCRIPTION/JOB CRITERIA NURSE AIDE/ QUALIFICATIONS

10:10001 — KNOWLEDGE, SKILLS AND ABILITIES:

1. Must possess a Nurse Aide Certificate in the State of Nebraska, remain in compliance with the licensure/certification requirements, have no adverse findings in the Adult/Child Abuse Registry and State Patrol Criminal background checks. Must be willing and able to follow State and Federal Guidelines related to licensure and certification standards.
2. Must have at least six (6) months experience within the year prior to the date of application in the skill area in which placement is desired (i.e. Long Term Care experience for placement in Long Term Care facility). Must demonstrate competency in those skill areas necessary to care for assigned patients. Must be able to provide a variety of nursing care services to a wide range of individuals of varying ages, illnesses, and injuries, including the terminally ill in varying environments.
3. Must follow policies and procedures specifically designated by the assigned facility.
4. Must have a caring, empathetic attitude. Must utilize effective communication skills together with good judgment and moral turpitude. Must display respect to residents, their property, and the home in which they live.
5. Must possess a desire for continuous professional growth including the policies and procedures of NC and the client.

6. Must be in good mental and physical health and be able to meet NC's and client facility's conditions of employment regarding health clearance, provision of professional references and any other applicable hiring criteria.
7. Must possess initiative, display the ability to be self-motivated and able to work with little direction or supervision.
8. Must possess a valid driver's license and/or reliable transportation to and from work assignments.
9. Must be free of criminal, or health regulatory history that is inconsistent with NC's goals, objectives, reputation and in the judgment of its management, best interest.

Responsibilities of a Nurse Aide

1. Provide holistic care, which includes, but is not limited to dressing, toileting, bathing, feeding and ambulating. The primary care provider is responsible for meeting any need of the resident, and to oversee that the need is addressed. (i.e. refer to appropriate department— Social Services, Dietary, Activities).
2. Implement quality care in a knowledgeable, skillful, and consistent manner.
3. Aide is accountable for all charting responsibilities within that person's scope of practice. This may include, but is not limited to the following: daily nursing notes, charting of baths, meal consumption, restorative programs and ADLs.
4. Develop a working rapport with the resident and their family member or significant other. Assess patient/family learning needs, reinforce self-care and appropriate techniques and evaluate responses/outcomes. If there are concerns about the resident's plan of care, the nurse aide must collaborate with the charge nurse or director.
5. Demonstrate awareness of patient/family rights. Adhere to NC's and client facility's policies and procedures on confidentiality and resident's right to privacy.
6. Monitor the safety of the assigned client/facility and its residents. Understand safety rules and regulations and use appropriate safety devices. Adhere to emergency, safety and risk management policies of NC and the client facility.
7. Allow for personal growth and development, maintain and upgrade professional knowledge and skills through attendance and participation in staff development and in-services.
8. In case of an emergency, be willing to perform additional duties within job limitations.
9. Assist in the orientation of new employees, as designated by the administrator or D.O.N. of the assigned facility
10. Report any significant observations according to facility policies and procedures. Give concise shift reports by completing the necessary charting in regards to patient's condition and care being provided. Utilize effective communication methods and skills within appropriate supervisory chain of command. For example: Charge Nurse, Head Nurse/Nurse Manager, House Supervisor, Assistant Director of Nursing, Director of Nursing. In addition, notify the NEBRASKA CARE Administrator, director or manager.
11. Perform other duties as assigned by the supervisor of the assigned facility or the NEBRASKA CARE supervisor within their scope of practice as determined by the Nebraska Health & Human Services, Licensure/Certification Department. Perform specific Nurse Aide tasks/responsibilities.
12. Adhere to the client's and NC's job description, policies and procedures, including dress code, professional standards, punctuality and fulfilling obligations of assignments.
13. Can perform in the assigned facility's work conditions which include, but is not limited to:
 - A. Sitting, standing, stooping, bending, lifting, and walking intermittently during tour of duty. Standing or walking occupies 75% of the time working.
 - B. Speaking and understanding the language of the majority and communicating with residents.
 - C. Hearing adequately to understand residents and to communicate on telephone.
 - D. Lifting at least 75 pounds up to 150 pounds without lifting restrictions.
 - E. Possibly being exposed to chemicals, i.e. soap, detergents, cleaning solutions.
 - F. Possibly being exposed to verbal and physical abuse from disruptive residents.
 - G. Being able to write and spell correctly to document in medical records.
 - H. Being available for duty upon disclosure of availability.
 - I. Being able to stay until work is completed or until relieved by another staff member.
 - J. Being able to evacuate residents during and emergency in a timely manner.
14. Must affirmatively request reassignment if the employee does not believe he or she possesses the skills and abilities necessary to perform a specifically assigned service or responsibility for a specific patient.

10:10002 Job Description/Job Criteria Med Aide:

Nature of Work:

The primary responsibility of this position is to provide one-on-one, basic therapeutic care to individuals who need assistance

with their medication and provide activities of daily living. This is done in accordance with NC policies, procedures, and the state and federal guidelines.

Qualifications-Knowledge, Skills, and Abilities:

1. Must possess a Medication Aide certificate in the State of Nebraska, remain in compliance with the licensure/certification requirements, have no adverse findings in the Adult/Child abuse registry and State Patrol Criminal background checks and remain in good standings through the appropriate state board of nursing. Must be and able to follow State and Federal guidelines as related to licensure and certification standards. Must have met the State of Nebraska statutes relating to home health aide requirements section 71~6603.
2. Must have at least six (6) months experience within the year prior to the date of application in a long-term care or home health setting. Must demonstrate competency in those skill areas necessary to care for assigned patients. Must be able to provide a variety of nurse aid services to a wide range of individuals of varying ages, illnesses, and injuries -including the terminally ill, in varying environments.

10:10002 Job Description/Job Criteria Med Aide CONTINUED:

3. Must follow policies and procedures designated NC.
4. Must possess ability to observe patient status and to report to case managers, or supervising RN on any status change.
5. Be able to speak and understand the English language or the language of the home health client and NC's RN supervisor.
6. Must have a caring, empathetic attitude. Must utilize effective communication skills along with good judgment and moral turpitude. Must display respect to the residents, their property, and the home in which they live.
7. Possess a desire for continuous professional growth including the policies and procedures of NC. and the client.
8. Must be in good mental and physical health and be able to meet NC's and client/facility's conditions of employment regarding health clearance, provision of professional references, and any other applicable hiring criteria.
9. Must possess initiative, display the ability to be self-motivated, and be able to work with little direction or supervision.
10. Must be at least eighteen years of age. And possess a valid driver's license and/or a mode of transportation to and from an assignment.
11. Meet and provide proof of one of the following:
 - a. Successfully completed a 75-hour home health aide training course which meets the states regulations Is a graduate of an accredited nursing program
 - b. Has been a home health aide II prior to Sept. 6, 1991, and employed by a licensed home health agency
 - c. Completed successfully a course in the nursing program which includes practical clinical experience in fundamental nursing skills and has completed a competency evaluation.
 - d. Has completed successfully a 75-hours basic course for nursing assistants approved by the Department and completed a competency evaluation.
 - e. Has been employed by a licensed home health agency as a home aide I, and has completed a competency evaluation
 - f. Have not been convicted of a crime under the laws of this state, or another jurisdiction, the penalty for which is imprisonment for the period of more than once year and which is rationally related to person's fitness, or capacity to act as an HHA.
12. Is listed on the Medication Aide Registry.
13. Must have successfully completed a MA skills & written competency exam prior to any home care clients. Any skills/tasks unsuccessfully completed must be re-evaluated by an RN prior to performing those tasks.
14. Must affirmatively request reassignment if the employee does not believe he or she possesses the skills and abilities necessary to perform a specifically assigned service or responsibility for a specific patient.

Responsibilities of Med Aide

1. Provide holistic care, which includes, but is not limited to, dressing, toileting, bathing, feeding, and ambulating. The

primary care provider is responsible for meeting any need of the client/resident, and/or to oversee that the need is addressed (i.e. refer to appropriate Department-Social Services, Dietary, Activities).

2. Implement quality care in a knowledgeable, skillful, and consistent manner. Perform patient observation and report to case manager, or supervising RN of change in patient status.
3. Evaluate and document the effectiveness of care given. Aide is accountable for all charting responsibilities within that person's scope of practice. This may include, but is not limited to, the following: daily nurses notes, charting of baths, meal consumption, restorative programs, and ADL's.
4. Administration of medication includes: taking/providing/ applying medication to the right client.
5. Documentation of the physical act and awareness of the therapeutic effects of the medication in the med chart and pertinent information in the nurses' notes. Observing, monitoring, reporting, and otherwise taking appropriate actions regarding desired effects, side effects, interactions and contra-indications associated with the medications
6. Utilizing the five rights of medications when administrating meds,
 - a. Right person
 - b. Right medication
7. 10:10002 Job Description/Job Criteria Med Aide CONTINUED:
 - a. Right dosage
 - b. Right time
 - c. Right route; (oral, buccal, sublingual, instillations, inhalers)
8. Develop a working rapport with the client/resident and his/her family member or significant other. If there are any concerns about the resident's plan of care, the MA must notify the case manager, he/she will work with the client/resident or family member to resolve conflict.
9. Demonstrate an awareness of patient/family rights. Adhere to NC's and client/ facility's policies and procedures on confidentiality. Respect confidentiality regarding all resident information and observe the resident's right to privacy.
10. Monitor the safety of the assigned client/facility and its residents. Understand safety rules and regulations and use all appropriate safety devices. Adhere to the emergency, safety, and risk management policies of NC. and the clientfacility.
11. Allow for personal growth and development and maintain and upgrade professional knowledge and skills through attendance and participation in staff development and in-services that are applicable
12. In case of emergency, be willing to perform additional duties within job limitations.
13. Assist in the orientation of new employees, as designated by an administrator or D.O.N. of that assigned facility.
14. Report any significant observations according to NC's policies and procedures. Give concise shift reports by completing relevant clinical and progress notes regarding patient's condition and care being provided. Utilize effective communication methods and skills within appropriate supervisory chain of command. For example:
HH notifies to case manager, then Administrator.
15. Perform other duties as assigned by the Case Manager or the NC supervisor within their scope of practice as determined by the Nebraska Health & Human Services Licensure/Certification Department.
16. Besides, medication administration, perform specific Nurse Aide, tasks/responsibilities, such as but not limited to bathing, shampooing, nail and skin care, oral hygiene, and toileting and elimination, normal range of motion and positioning, adequate nutrition and fluid intake.
17. Adhere to the client's and NC's job description, policies, and procedures including dress code and professional standards, such as punctuality and fulfilling obligations of assignments.
18. Can perform in the assigned facility's/ clients work conditions which includes, but is not limited to:
 - a. Sitting, standing, stooping, bending, lifting, and walking intermittently during tour of duty. Standing or walking occupies 75% of the time working.
 - b. Speaking and understanding the language of the majority and communicating with residents.

- c. Hearing adequately to understand residents and to communicate on telephone.
 - d. Lifting at least 75 pounds up to 150 pounds without lifting restrictions.
 - e. Possibly being exposed to chemicals, i.e. soap, detergents, cleaning solutions.
 - f. Possibly being exposed to verbal and physical abuse from disruptive residents.
 - g. Being able to write and spell correctly to document in medical records.
 - h. Being available for duty upon disclosure of availability.
 - i. Being able to stay until work is completed or until relieved by another staff member.
 - j. Being able to evacuate residents during an emergency in a timely manner.
19. Must affirmatively request reassignment if the employee does not believe he or she possesses the skills and abilities necessary to perform a specifically assigned service or responsibility for a specific patient.

10:10003 Job Description/Job Criteria Licensed Practical Nurse

Qualifications-Knowledge, Skills, and Abilities:

1. Must possess LPN license in the state of Nebraska and remain in compliance with the state's Nurse Practice Act, remain in compliance with the licensure/certification requirements, and have no adverse findings in the Adult/Child abuse Registry and State Patrol Criminal background checks and remain in good standing through the appropriate state board of nursing. Must be willing and able to follow State and Federal guidelines as related to licensure and certification standards.
2. Must have at least six (6) months experience within the year prior to the date of application in the skill area in which placement is desired (i.e.: Long term care experience for placement in Long term care facility). Must also demonstrate competency in those skill areas necessary to care for assigned patients. Able to provide a variety of nursing care services to a wide range of individuals of varying ages, illnesses, and injuries - including the terminally ill, in varying environments.
3. Must follow policies and procedures specifically designated by the assigned facility.
4. Must possess ability to plan, provide, and evaluate total nursing care to patients as prescribed by the physician.
5. Must have a caring, empathetic attitude. Must utilize effective communication skills along with good judgment and moral turpitude. Must display respect to the residents, their property, and the home in which they live.
6. Possess a desire for continuous professional growth including the policies and procedures of NC and the client.
7. Must be in good mental and physical health and be able to meet NC and clients' facility's conditions of employment regarding health clearance, provision of professional references, and any other applicable hiring criteria. Must possess a current CPR certificate and 1,000,000.00 per incident /\$3,000,000.00 per aggregate malpractice insurance.
8. Must possess initiative, display the ability to be self-motivated, and be able to work with little direction or supervision.
9. Possess a valid driver's license and/or a mode of transportation to and from assignment.
10. Must be free of criminal, or health regulatory, history that is inconsistent with NC's goal, objectives, reputation and, in the judgment of its management, best interest.

Responsibilities of LPN

1. Provide holistic care, which includes but is not limited to dressing, toileting, bathing, feeding, ambulating, and administering medications and treatments. The primary care provider is responsible for meeting any need of the resident, and/or to oversee that the need is addressed (i.e. refer to appropriate Department- Social Services, Dietary, Activities, etc.).
2. Plan, direct, provide, and evaluate total nursing care to assigned residents. Implements quality care in a knowledgeable, skillful and consistent manner. Perform patient(s) assessment and collection of data in on-going systematic manner focusing on cognitive, psychological, and physiological status. Assist in formulating/

reviewing/revising a goal directed plan of care.

3. Evaluate and document the effectiveness of care given. Nurse is accountable for all charting responsibilities within that person's scope of practice. This may include, but is not limited to, the following: daily nurses' notes, charting of medications and treatments, taking and noting physician orders, care plans, charting of baths, meal consumption, restorative programs, ADL's, Medicare summaries, and admission and discharge paper work.
4. Develop a working rapport with the resident and his or her family member or significant other. Assess patient/family-learning needs, reinforce self-care and other techniques as appropriate, and evaluate responses/ outcomes. If there are any concerns about the resident's plan of care, the primary care provider must work with the resident or family member to resolve conflict.
5. Demonstrate an awareness of patient/family rights. Adhere to NEBRASKA CARE'S and client facility's policies and procedures on confidentiality. Respect confidentiality regarding all resident information and observe the resident's right to privacy.
6. Monitor the safety of the assigned client/facility and its residents. Understand safety rules and regulations and use appropriate safety devices. Adhere to the emergency, safety, and risk management policies of NEBRASKA CARELLC. and the client facility.
7. Allow for personal growth and development and maintain and upgrade professional knowledge and skills through attendance and participation in staff development and in-services that are applicable to the work position.
8. In case of emergency, be willing to perform additional duties within job limitations.
9. Assist in the orientation of new employees, as designated by the administrator or D.O.N. of that assigned facility.
10. Report any significant observations according to facility policies and procedures. Give concise shift reports by completing the necessary charting in regards to patient's condition and care being provided. Utilize effective communication methods and skills example: Charge Nurse, Head Nurse/Nurse Manager, House Supervisor, Assistant Director of Nursing, Director of Nursing. In addition, notify the NEBRASKA CARE Director or Manager.
 - A. Perform other duties as assigned by the supervisor of the assigned facilities or the NC supervisor within their scope of practice as determined by the Nebraska Health & Human Services Licensure/Certification Department. Perform specific Nurse Aide asks/responsibilities. _
11. Adhere to the client's and NEBRASKA CARE'S job description, policies, and procedures, including dress code and professional standards, such as punctuality and fulfilling obligations of assignments.
12. Can perform in the assigned facility's work conditions which includes but not limited to:
 - A. Sitting, standing, stooping, bending, lifting and walking intermittently during tour of duty. Standing or walking occupies 75% of the time working.
 - B. Speaking and understanding the language of the majority and communicating with residents.
 - C. Hearing adequately to understand residents and to communicate on the telephone.
 - D. Lifting at least 75-150 pounds without lifting restrictions.
 - E. Possibly being exposed to chemicals, i.e. soap, detergents, cleaning solutions.
 - F. Possibly being exposed to verbal and physical abuse from disruptive residents.
 - G. Being able to write and spell correctly to document in medical records.
 - H. Being available for duty upon disclosure of availability.
 - I. Being able to stay until work is completed or until relieved by another staff member.
 - J. Being able to evacuate residents during an emergency in a timely manner.

10:10004 Job Description/Job Criteria Registered Nurse

Qualifications-Knowledge, Skills, and Abilities:

1. Must possess RN license in the state of Nebraska, remain in compliance with the state's Nurse Practice Act, remain in compliance with the licensure/certification requirements, have no adverse findings in the Adult/Child abuse Registry and State Patrol Criminal background checks and remain in good standing through the appropriate state board of nursing. Must be willing and able to follow State and Federal guidelines as related to licensure and certification standards.

2. Must have at least six (6) months experience within the year prior to the date of application in the skill area in which placement is desired (i.e.: Long Term Care experience for placement in Long Term Care facility). Must demonstrate competency in those skill areas necessary to care for assigned patients. Must be able to provide a variety of nursing care services to a wide range of individuals of varying.
3. Must follow policies and procedures specifically designated by NEBRASKA CARE LLC.
4. Must possess the ability to plan, provide, and evaluate total nursing care to patients as prescribed by the physician.
5. Must have a caring, empathetic attitude. Must utilize effective communication skills along with good judgment and moral turpitude. Must display respect to the residents, their property, and the home in which they live.
6. Must possess a desire for continuous professional growth including the policies and procedures of NEBRASKA CARE LLC and the client.
7. Must be in good mental and physical health and be able to meet NEBRASKA CARE'S and client facility's conditions of employment regarding health clearance, provision of professional references, and any other applicable hiring criteria. Must possess a current CPR certificate and \$1,000,000.00 per incident /\$3,000,000.00 per aggregate malpractice insurance.
8. Must possess initiative, display the ability to be self-motivated, and be able to work with little direction or supervision.
9. Possess a valid driver's license and/or a mode of transportation to and from assignment.
10. Must be free of criminal, or health regulatory, history that is inconsistent with NC's goal, objectives, reputation and, in the judgment of its management, best interest

Responsibilities RN:

1. Plan, direct, provide, and evaluate total nursing care to assigned clients. Implement quality care in a knowledgeable, skillful and consistent manner. Perform patient (s) assessment and collection of data in an on-going systematic manner focusing on cognitive, psychological, and physiological status. Assist in formulating/ reviewing/revising a goal directed plan of care.
2. Evaluate and document the effectiveness of care given. Nurse is accountable for all charting responsibilities within that person's scope of practice. This may include, but is not limited to, the following: daily nurse's notes, charting of medications and treatments, taking and noting physician orders, care plans, charting of baths, meal consumption, restorative programs, ADL's, and admission and discharge paper work.
3. Develop a working rapport with the client and his/her family member or significant other. Assess patient/family- learning needs, reinforce self-care and other techniques as appropriate, and evaluate responses/outcomes. If there are any concerns about the client's plan of care, the case manager must work with the client or family member to resolve conflict.
4. Demonstrate an awareness of patient/family rights. Adhere to NEBRASKA CARE'S and client policies and procedures on confidentiality. Respect confidentiality regarding all clients' information and observe the patient's right to privacy.
5. Monitor the safety of the assigned client/facility and its clients. Understand safety rules and regulations and use all appropriate safety devices. Adhere to the emergency, safety, and risk management policies of NEBRASKA CARE LLC. and the client.
6. Allow for personal growth and development and maintain and upgrade professional knowledge and skills through attendance and participation in staff development and in-services that are applicable to the work position.
7. In case of emergency, be willing to perform additional duties within job limitations.
8. Assist in the orientation of new employees, as designated by the administrator or supervising case manager.
9. Report any significant observations according to NEBRASKA CARE policies and procedures. Give concise shift reports by completing relevant clinical and progress notes regarding patient's condition and care being provided. Utilize effective communication methods and skills within appropriate supervisory chain of command. For example: Supervising case manager, then NEBRASKA CARE Administrator.

10. Perform other duties as assigned by the supervising case manager, or the NEBRASKA CARE supervisor within their scope of practice as determined by the Nebraska State Board. Perform specific RN tasks/responsibilities that other staff members cannot do, such as the following: IV's, NG's, deep suctioning.
 - A. Sitting, standing, stooping, bending, lifting, and walking intermittently during tour of duty. Standing or waling occupies 75% of the time working.
 - B. Speaking and understanding the language of the majority to communicate with residents.
 - C. Hearing adequately to understand resident and to communicate on telephone.
 - D. Lifting at least 75 pounds up to 150 pounds without lifting restrictions.
 - E. Possibly being exposed to chemicals, i.e. soap, detergents, cleaning solutions.
 - F. Possibly being exposed to verbal and physical abuse from destructive residents.
 - G. Being able to write and spell correctly to document in medical records.
 - H. Being available for duty upon disclosure of availability.
 - I. Being able to stay until work is completed or relieved by another staff member.
 - J. Being able to evacuate residents by self during an emergency in a timely manner.

11:1100 GENERAL POLICIES

11:11001 EQUAL EMPLOYMENT OPPORTUNITY & AFFIRMATIVE ACTION STATEMENT (EEO, AA)

NC abides by and maintains federal laws regarding equal employment opportunities. This policy includes but is not limited to all employment actions: hiring, recruitment, selection of training, promotion, demotion, termination, shift assignment, compensation, and benefits.

All NC employees and applicants maintain equal opportunity without regard to race, color, national origin, religion, sex, age, gender preference, disability and marital status. Necessary steps are taken to employ and promote female and qualified minority employees. In addition, NC will comply with all applicable EEO and AA laws and regulations. Where possible, NC will adjust accommodate individuals so their religious beliefs/cultural values may be recognized. All NC employees are required to implement this policy.

11:11002 THE AMERICANS WITH DISABILITIES ACT (ADA)

NC will also abide by the ADA act by providing reasonable accommodations to qualified individuals with disabilities, therefore able to perform the essential functions of their position. If it does not create undue hardship on the company, and does not harm the individuals, other employees and/or clients.

11:11003 IMMIGRATION REFORM AND CONTROL ACT

NC also complies with the act by hiring only people who are authorized to work in the U.S. All appropriate documents/ forms to prove their identity and employment eligibility on or before the first day of work.

11:11004 WORK PLACE HARASSMENT & DISCRIMINATION

NC declare that all men and women are treated with dignity and respect and will be treated fair and equal. Work place harassment shall be defined as an unwelcome sexual harassment. This includes sexual jokes/comments, verbal or physical conduct of a sexual nature, request for sexual favors and any inflammatory innuendo. Such conduct provides a hostile, unreasonable working environment and interferes with a person's employment opportunities. Any form of work place harassment will not be tolerated and those that engage in discrimination will be investigated & immediate disciplinary action will be taken.

11:11005 DRUG-FREE WORKPLACE

Under the Drug-Free Work Place Act of 1988, NC shall also adopt the policy that unlawful use, manufacture, distribution, dispensation, and possession of a controlled substance in the work place is prohibited.

The work place shall be defined as assigned facilities, clients and NC offices. Any NC employee shall be investigated and referred to a law enforcement agency. A drug and alcohol test may be utilized. Disciplinary actions include suspension or

termination of employment with NC. However, NC administrator or designee, may make an exception with alcoholic beverages for special event.

11:11006 PATIENT'S BILL OF RIGHTS

The Patient's Bill of Rights is a set of guidelines describing the level of care you are entitled to in various medical settings. You have the right to:

- Receive proper medical care regardless of your race, color, religion, national origin, or source of payment for your care.
- Receive prompt emergency services without being questioned in advance about your ability to pay for them.
- Receive considerate and respectful care in a clean and safe environment, including reasonable responses to reasonable requests for service.
- Receive complete, relevant, and understandable information about your medical condition, the course of your treatment, and the prospects for your recovery.
- Know the name and position of the doctor who oversees your care in a hospital and be able to talk with that physician.
- Know the names, positions, and functions of any members of a hospital staff involved in your care, including students, residents, or other trainees.
- Have an interpreter if you do not speak English or if you are hearing impaired.
- Receive as much information as you need about proposed treatment-including risks, benefits, alternatives, and the name of the person administering the treatment- in order to be able to give informed consent or refuse the treatment.
- Make decisions about the course of your care, including the right to seek additional consultations, before and during treatment, and make decisions about your discharge from the hospital. You are entitled to a written discharge plan, as well as a written description of how you can appeal your discharge.
- Be notified of your impending discharge at least one day in advance, as well as have a consultation with an expert on the reason or reasons for the discharge. You are also entitled to have a person of your choice notified in advance regarding your discharge.
- Refuse treatment and be told how your refusal may affect your health. (If you are not conscious or competent and there is no evidence of your treatment wishes, a court may order treatment to save your life.)
- Refuse transfer to another facility unless you have received a complete explanation of the need and benefits of the transfer, the other facility has accepted your transfer, and you have agreed to it.
- Be given every consideration of privacy and confidentiality regarding all information, discussions, and records pertaining to your care. You have the right to know why anyone not directly involved with your care is present.
- Have an advance directive, such as a living will, health care proxy, or durable power of attorney for health care that clearly states your treatment wishes or designates a surrogate to make decisions for you. You also have the right to know a hospital's policy on advance directives.
- Review all records of your care and have them explained, as necessary, except when restricted by law. You also have the right, which cannot be denied due to inability to pay-to a copy of your medical record for a reasonable charge.
- Ask or be informed if a hospital or physicians have a financial interest in a health care facility, educational institution, or insurance plan that may influence your treatment and care.
- Agree or refuse to participate in research studies or human experimentation that might affect your treatment and care and to have those studies fully explained before consenting.
- Be informed of hospital policies and practices that relate to patient care, treatment, and responsibilities. You have the right to be informed of available resources, such as ethics committees or patient advocates, and is informed of any charges for such services.
- Leave the hospital, even against the advice of doctors. You will be asked to sign a "Discharge Against Medical Advice" form, relieving the hospital of any responsibility for harm you suffer by leaving.
- Receive an itemized bill and explanation of all charges.

11:11007 CONSUMER BILL OF RIGHTS

NC implements policies to ensure that clients are aware of their rights and that these rights are protected. The following is the Consumer Bill of Rights of Home Health Services offered by NC.

As a Consumer, you have the right:

1. To be informed of the services offered by the agency;
2. To access necessary professional services 24 hours a day, 7 days a week ;
3. To be free from verbal, physical, and psychological abuse and to be treated with respect and have your property treated with respect;
4. To receive thoughtful, respectful care in your home always without regard to race, color, creed, sex, and/or national origin, handicap or communicable disease including but not limited to HIV, MRSA, and Hepatitis B.
5. To exercise your rights as a consumer, the family, or guardian of the consumer, when the consumer has been judged incompetent.
6. To receive information about NC policies and procedures and participate in planning your care. Including an explanation, in writing, of any services proposed, frequency of visits, source of payment for care including eligibility for third party payment, any charges for which you will be liable, and names and qualifications of individuals providing cares
7. To receive written notification in advance of changes in your Plan of Care and within 15 working days of changes in funding for your services;
8. To receive information about your diagnosis, prognosis and treatment, including alternatives to care and risks involved, in terms that you and your family can understand so you can give your informed approval;
9. To examine all health records pertaining to you unless it is medically contraindicated in the clinical record by your physician;
10. To refuse medical treatment or other services provided by law and to be informed of the possible health consequences of this action;
11. To formulate Advanced Directives regarding health care and to be given care regardless of Advanced Directives status;
12. To know that all communication, records, and personal information pertaining to you will be treated confidentially, and disclosed only with your written consent or under order of a court of law
13. To choose care providers and to correspond with those providers.
14. To sustain a reasonable continuity of care;
15. To know the name of the Director responsible for your services, to voice grievances and to propose changes in services or staff without fear of reprisal or discrimination;
16. To be referred to another agency if you desire;
17. To know that compliments, concerns or complaints about NC services can be made by calling (402) 371-5400 or 1-877-439-5222 and speaking with the Director. All concerns or complaints will be investigated and documented with resolution of the concern or complaint;
18. To be informed of the 24-hour state home health hotline. The Nebraska Home Health Toll-free Hotline telephone number is 1-800-245-5832. Its hours of operation are 8:00 am to 5:00 pm, Monday through Friday. After hours on weekdays and on weekends, an answering machine will be in operation. The caller will be able to leave a number and the call will be returned the next business day;
19. To inspect all bills for service regardless of whether they are paid out-of-pocket or through other sources of payment;
20. To know that NC will provide service to you only if it has the capacity to do so safely and professionally at the level of intensity needed;
21. To receive a written explanation and information regarding other community resources if you are denied services for reason. I understand that I have the responsibility to:
 - Give thorough and correct facts about my diseases, medicines, allergies, and times I have been in the hospital;
 - Work with NC employees and my doctor in planning my care and following the plan once we agree on it;

- Let NC know when I cannot keep a home visit or when my address or phone number changes;
- Ask for more facts when I do not understand something about my care

- Provide a safe place for NC employees who provide my care so they are not physically or verbally harmed in my home.
- Let NC know if I am unhappy about any part of the care that I am receiving from them;
- Inform NC about payment or any changes in payment sources.

SECTION 12- SECURITY & SAFETY

12:12001 FACILITY/ CLIENT SECURITY & SAFETY

NC will make reasonable efforts to provide information regarding safety procedures. All employees are oriented on the safety and disaster procedures of the assigned facilities. It is in the employee's best interest to know and adhere to each facilities protocol. Employees are to report immediately to NC office regarding any safety or security issues. The necessary incident reports must be obtained and filled out with the assigned facility.

Upon assignment the NC employee should follow these helpful safety rules:

- Prior to traveling to an assignment, the employee should provide the proper maintenance to the vehicle they choose to provide transportation. Suggested items may help with winter travel: keep a blanket, flash light, first aid kit, jumper cables, coffee can, candle, matches and a few non-perishable food items.
- Do not leave valuables visible to the public.
- Avoid carrying large sums of money.
- Do no approach a group if the situation appears threatening.
- Provide plenty of time for travel, and let a family member know the details of your travel.

12:12002 FIRE SAFETY

As an employee of NC, you will be working in many facilities. As you enter each unit or clinic, make a point of noting primary exits, alternate exits, fire extinguishers and fire alarm boxes. Memorize these locations. Upon arrival at your duty station, verify your knowledge of the facilities fire alarm and evacuation system.

Four basic principles in fire control:

Rescue- Rescue anyone that is in immediate danger.

Alarm- Call 911 or the fire department. Provide the location of the facility/ residence.

Confine- Close all doors, this decreases the oxygen, and helps decrease the spread of fire

Extinguish- Extinguish the fire with the fire extinguisher or baking soda, or water when it's safe to do so.

12:12003 INFECTIOUS DISEASE IN THE WORK PLACE RISK OF CONTACTING HIV OR HBV TO HEALTH CARE WORKERS

- A. Facilities are obligated to provide a safe work place for all employees. The policies and procedures they have developed will protect you in the facility as well as in your personal life.
- B. Occupational exposure may occur in many ways including needle stick & cut injuries. Healthcare workers employed in certain occupations are assumed to be at high risk for blood-borne infections due to their routinely increased exposure to body fluids from potentially infected patients. These high-risk occupations include but are not limited to physicians, pathologists, dentists, & dental technicians, x-ray technicians, phlebotomists, emergency room intensive care & operating room nurses and technicians, laboratory & blood bank technologists & technicians. Other health care workers who may be directly exposed to such body fluids housekeeping personnel, laundry workers, orderlies, morticians, research laboratory workers, medics and medical examiners. Employees in any occupation where they are

directly exposed to body fluids are considered to be at substantial risk of occupational exposure to HIV and/or HBV.

C. Ward clerks and administrators have virtually no increased risk of contact with body fluids as a result of their employment; they are thus at no greater risk of contracting blood-borne diseases than other members of the general population.

D. Neither HBV nor HIV is transmitted by casual contact in the workplace.

NC provides continued educational offerings annually on blood-borne pathogens, including diseases, modes of transmission, work practices to reduce exposure, personal protective equipment, Hepatitis B and availability of vaccines, the procedure to follow an exposure incident, and proper packaging labeling and handling of potentially infectious/hazardous materials.

12:12004 UNIVERSAL PRECAUTIONS

NC is committed to protecting you and the patients you care for from transmission of blood-borne and infectious diseases. We ask you to diligently practice infection control by reporting any infectious disease that you may have i.e. colds, weeping lesions, etc. to NC to determine the risk of transmission.

Please remember to wash your hands before and after contact with patients and to use protective equipment when there is any possibility that you will be exposed to blood or body fluids. Remembering to follow universal precautions is the most effective way to protect you and your patients. Please remember to use and dispose of needles and other sharp instruments appropriately. If in the event you believe you have been exposed or you exposed a patient to an infectious disease, please report the incident immediately to the facility and to NC.

It is the responsibility of the facility to provide you with protective apparel and supplies you need to utilize for universal precautions in the care of patients.

12:12005 STATEMENT OF UNIVERSAL PRECAUTIONS

Since medical history & examination cannot reliably identify all patients infected with HIV or other blood-borne pathogens, blood & body fluid precautions should be consistently used for ALL patients. This approach previously recommended by CDC & referred to as “universal blood & body-fluid precautions” or “universal precautions,” should be used in the care of ALL patients.

- A. All health-care workers should routinely use appropriate barrier precautions to prevent skin and mucous membrane exposure when contact with blood or other body fluids of any patient is anticipated. Gloves should be worn for touching blood and body fluids, mucous membranes, or non-intact skin of all patients, for handling items or surfaces soiled with blood or body fluids, and for performing vena-puncture and other vascular access procedures. Gloves should be changed after contact with each patient. Masks and protective eyewear or face shields should be worn during procedures that are likely to generate droplets of blood or other body fluids to prevent exposure of mucous membranes of the mouth, nose, and eyes. Gowns or aprons should be worn during procedures that are likely to generate splashes of blood or other body fluids.
- B. Hands and other skin surfaces should be washed immediately and thoroughly if contaminated with blood or other body fluids. Hands should be washed immediately after gloves are removed.
- C. **INVASIVE PROCEDURES.** Personal protective equipment as described above shall be used when performing invasive procedures to avoid exposure. When a health care worker’s skin or mucous membranes may come in contact with body fluids, gowns, masks & eye protection shall be worn, as noted above.
- D. **PHLEBOTOMY.** Gloves are provided to and used by phlebotomists. The phlebotomist may voluntarily and without the encouragement of the employer not wear gloves, unless the following circumstances exist:
 1. For performing phlebotomy when the health care worker has cuts, scratches, or other breaks in his/her skin.
 2. Situations where the healthcare worker judges that hand contamination with blood may occur,

- for example, when performing phlebotomy on an uncooperative patient.
3. For performing finger sticks.

12:12006 GAIT BELT

As an NC employee, you agree to abide by the Gait Belt Policy. This policy mandates that all employees who have direct contact with patients and clients will use gait belts for all assisted transfers, lifts and ambulation. Failure to comply with this policy may lead to disciplinary action and/or termination. If personal injury occurs as a result of noncompliance with the Gait Belt Policy, NC will not be held liable for such injury. Failure to abide by the facility's transfer and lifting policy will also void any liability by NC if such injuries occur.

12:12007 HOUSEKEEPING TIPS/ CLEANING/ DISPOSING

- A. ROOM CLEANING WHERE BODY FLUIDS ARE PRESENT. Schedules shall be as frequent as necessary according to the area of the facility, type of surface to be cleaned, and the amount and type of soil present.
- B. DISINFECTANTS Following the initial cleanup, one of the following shall be used for cleaning blood / body fluids:
 1. Chemical germicides that are approved for use as hospital disinfectants and are tuberculocidal when used at recommended dilutions.
 2. Products registered by the Environmental Protection Agency as being effective against HIV with an accepted "HIV (AIDS virus)" label.
 3. Solution of 5.25 % sodium hypo chloride (household bleach) diluted between 1:10 and 1:100 with water.
- C. Environmental surfaces such as walls, floors, and other surfaces are not associated with transmission of infections to patients or health-care workers. Therefore, extra-ordinary attempts to disinfect or sterilize these environmental surfaces are not necessary. However, cleaning and removal of soil should be done routinely.
- D. Cleaning schedules and methods vary according to the area of the hospital or facility, type of surface to be cleaned, and the amount and type of soil present. Horizontal surfaces (e.g. bedside tables, hard-surfaced flooring) in patient-care areas are usually cleaned on a regular basis, when soiling or spills occur, and when a patient is discharged. Cleaning of walls, blinds, and curtains is recommended only if they are visibly soiled. Disinfectant fogging is an unsatisfactory method of decontaminating air and surfaces and is not recommended.
- E. Disinfectant-detergent formulations registered by EPA can be used for cleaning environmental surfaces, but the actual physical removal of microorganisms by scrubbing is probably at least as important as any antimicrobial effect of the cleaning agent used. Therefore, cost, safety, and acceptability by housekeepers can be the main criteria for selecting any such registered agent. The manufacturer's instructions for appropriate use should be followed.

CLEANING AND DECONTAMINATING SPILLS

- A. Chemical germicides that are approved for use as "hospital disinfectants" & are tuberculocidal when used at recommended dilutions can be used to decontaminate spills of blood & other body fluids.
- B. Strategies for decontaminating spills of blood and other body fluids in a patient-care setting are different than for spills of cultures or other materials in clinical, public health, or research laboratories.
- C. In patient-care areas, visible material should first be removed and then the area should be decontaminated.
- D. Spills should be cleaned with disposable towels and then wiped with an appropriate disinfectant.
- E. Gloves should be worn during the cleaning and decontaminating procedures.

- F. Dispose of the material used to clean up the spill in a leak proof container identified with appropriate tag.

HANDLING/DISPOSAL: POTENTIALLY CONTAMINATED ITEMS

- A. **SHARP INSTRUMENTS AND DISPOSABLE ITEMS.** Needles shall not be recapped, purposely bent, or broken by hand, removed from disposable syringes, or otherwise manipulated by hand. Re-sheathing instruments, self-sheathing needles, or forceps shall be used to prevent recapping needles by hand.
1. After they are used, disposable syringes and needles, scalpel blades, and other sharp items shall be placed in puncture-resistant containers for disposal.
 2. Such containers shall be easily accessible to personnel needing them and located in all areas where needles are commonly used and constructed that they will not spill their contents if knocked over and will not themselves allow injuries when handled.
 3. These containers shall also be located on patient floors and any other setting where blood is drawn & needles are used.
- B. Bags/other receptacles containing articles contaminated with potentially infectious material, including contaminated disposable items, must be tagged/identified. The tag shall have the signal word "BIOHAZARD" or the biological hazard symbol. The tags shall indicate that the bag could contain infectious wastes and give any additional instructions (e.g. if the outside of the bag is contaminated with body fluids, a second outer bag should be used).
- C. If tags are not used, other equally effective means of identification shall be used (e.g. red bagging).
- D. Employees shall be informed of the meaning of tags. With respect to tagged material, they shall also be instructed to use double bagging where puncture or outside contamination is likely.
- E. **REUSABLE EQUIPMENT.** Standard sterilization and disinfections procedures currently recommended for hepatitis B are adequate to sterilize or disinfect instruments, devices, or other items contaminated with body fluids.
- F. **BAGGING OF ARTICLES.** Objects that are contaminated with potentially infectious material shall be placed in an impervious bag. If outside contamination of the bag is likely, a second bag shall be added.
- G. **HANDWASHING.** After removing gloves, hands or other skin surfaces shall be washed thoroughly and immediately after contact with body fluids.

SECTION 13 WAGES / PER DIEM/ TIMECARDS/

13:13001 SUPPLEMENTAL STAFF WAGES AND PER DIEM

Wages are paid for assignments that are worked and okayed by the client and NC. Time in and Out is based on the assigned shift, after arriving and leaving the facility and reporting to a nurse supervisor. Nurse supervisor's signature is mandatory following each assignment worked. Time cards must be complete and submitted every Monday for it to be considered timely. If you do not submit timecards on time your paycheck will be on the next pay date.

All employees will begin with probationary status, unless authorized by NC's managers. The probationary period is at a minimum of 40 hours for nursing personnel. 90-day probation for Office personnel. The employee is randomly evaluated by the clients/NC office personnel and must maintain high level of quality performance/behavior and service in order to become a permanent employee.

Evaluations will be given to the employee to review and to rectify any adverse performance/behavior. NC reserves the right to shorten, extend or reinstate the probationary period. The employee must maintain above average evaluations in order to receive or continue the higher wage level.

Office personnel evaluates the employee which can include but not limited to cooperation, insubordination, lack of communication, behavior difficulties, scheduling, etc...

A listing of supplemental staff wages is included separately from the Employee Handbook. NC reserves the right to make changes on wages regarding employee's behavior, violation of contract, agreements, policies, and procedures, probationary status, evaluations, with holding policy, overall payroll program, and etc...

NC does provide privilege bonuses, increase compensations, and gifts due to an employee's exceptional high level of

service, commitment, behavior, performance, cooperation, and etc...

NC does provide mileage reimbursement at the current NC mileage rate OR mileage zones. Mileage reimbursement is a non-taxable reimbursement and is not considered an income nor is it considered "working hours". Reimbursement rate may vary and is not considered a benefit

The following holidays are observed:

Christmas Day
Thanksgiving Day
New Year's Day
Memorial Day
July 4th
Labor Day

Holiday pay is 1 1/2 times subjected hourly wage of hours worked the day of the holiday. "Subjected hourly wage" is considered normal hourly wage, cancellation wage, probationary wage, contract wage, minimum wage, etc...

NC mandates all personnel to receive paychecks via direct deposit. The manager must authorize written checks. Paydays are currently paid weekly every Monday via direct deposit. If the pay date falls on a holiday, the next open business day will be the pay date.

Effective December 19, 2016 Nebraska Care Inc. will be utilizing a federal travel reimbursement or per-diem rate to pay the amount of ordinary and necessary expenses for lodging, meals, and incidental costs paid or incurred for business-related travel away from home.

What is Per Diem? Per diem is an allowance paid to you as an employee for lodging, meals, and incidental expenses incurred when traveling. This allowance is in lieu of paying for actual travel expenses. In order to receive a Per Diem, you must work outside of your "Permanent Tax Home".

What this means to you? Employees will be receiving a combination of a base wage, PLUS a travel reimbursement or Per Diem Rate. For tax savings; You will benefit with an increase net wage and tax savings.

Do I need to file an expense report? Yes, don't worry-you already do this by submitting your timecard. Your time card is the expense report and MUST include:

- The business purpose of the trip, (CNA, MED AIDE, LPN, RN)
- The date and place of the trip, and
- Receipts for lodging if applicable

NOTE: IF YOU DO NOT PROVIDE YOUR TIMECARD WITH THE NECESSARY INFORMATION THAT IS NOTED ABOVE- YOUR PER DIEM WILL BE TAXABLE!

1. Base wage:
CNA: \$9.00/hr
Med Aide: \$10.00/hr
LPN: \$11.00/hr
RN: \$12.00/hr
2. Total Pay Rate: is comprised of both the Base wage and the travel reimbursement or Per Diem Rate. Your final Pay Rate is:
CNA: Probation: \$14/hr after completion \$18/hr (Revised 4/15/2019)
Med Aid Probation: \$15/hr after completion \$19 /hr (Revised 4/15/2019)
LPN: Probation \$24/hr after completion \$28/hr (Revised 4/15/2019)
RN: Probation \$34/hr after completion \$36 (Revised 4/15/2019)

3. Per Diem Rate:

Will vary depending on assignments that require overnight stay outside your home. For example, if you work 3rd shift and then a 2nd shift the next day at the same facility or if you work 2nd shift then a 3rd shift at the same facility.

Your travel reimbursement or Per Diem rate will be paid to you when you have satisfied ALL the confirmed assignments per week.

- no cancellations of any type
 - must complete entire assignment, (no tardiness, cannot leave early) with a satisfactory performance
 - must accept lateral transfer to different facility
(We will evaluate each case regarding the cancellation/reimbursement policy).
4. If Per Diem, mileage will no longer be calculated. But will be defined as travel expenses.
5. Your travel reimbursement or Per Diem rate will guarantee you the Total Pay Rate noted on #2. -when you have met ALL the requirements on each assignment for each pay period.

13:13002 TIMECARDS

1. Incomplete timecards will be returned before processing
2. If you have taken an uninterrupted lunch break, a thirty-minute-1 Hour break will be deducted from "Total Hours" worked,
3. If applicable to be eligible for travel reimbursement or Per Diem reimbursement:
 - a) Shifts worked less than 4 hours will NOT receive mileage, (excludes client cancellations)
 - b) "Total Mileage" must be written for reimbursement.
 - c) Upon arrival if you are cancelled, you must remain at the facility, for further instructions. No hours or mileage given if unable to reach you at the facility.
 - d) See Schedule A Rate Schedule regarding cancellation/poor performance
4. On a 12-hour shift, circle one of the following shifts 1,3,4 or 6
5. All assignments confirmed and worked are a contractual agreement between NEBRASKA CARE & its employees
6. By signing this timecard, you are acknowledging that your information is true, and any falsification can lead to immediate termination
7. All current and past employees must adhere to all policies and agreements
8. With holding policy will be initiated on any outstanding timecards, but not limited to payroll audits, employee agreement and job descriptions
9. All employees are responsible for upholding a high level of performance, reliability and communication

13:13003 ADVANCES ON HOURS WORKED (Enacted-2/22/2016)

Eligible non-probationary Employees that are in good standing (that defines as no tardiness, no cancellations, no adverse performances and no pending resignations/ termination for the current pay period requested) can receive one WEEKLY advance on hours worked. Advances on hours worked are allowed at maximum \$300.00 with a \$5.00 administrative non-refundable fee (ANRF). Advances are only based on hours worked not mileage reimbursed or other

reimbursements. 70% of your gross wage of hours worked or maximum of \$300.00 is advanced. If an employee has a garnishment for the current pay period requested, the advance pay cannot exceed 50% of gross wages of the hours worked. For example, if your gross wage of hours worked is \$500.00 your advance pay is \$250.00 plus \$5.00 (ANRF)

All advances must be approved by Management. Nebraska Care reserves the right to deny anyone for any reason, and advances must be requested during office hours only. Advance payment can be distributed as a check, direct deposit to a

checking or savings account, via Venmo. No cash is given. Advance deduction is deducted from the next payroll. If your last paycheck includes an advance deduction– hours worked, and mileage reimbursement are evaluated. Cancellation policy and reimbursement policy are reviewed for any employee agreement violation. This may result in a negative balance or result in a smaller paycheck.

13:13004 WITH HOLDING / GARNISHMENTS

NEBRASKA CARE, or “NC” has the right to withhold, deduct or divert a portion of my employee wages if a violation or breach of employee agreement, policies, any payroll errors, or damages incurred to NEBCARE’S property. or may do so by state or federal law or by order of a court of competent jurisdiction.

This deduction is permissible and to be assessed from paychecks or direct deposit accounts to pay off any liabilities or damages owed.

13:13005 DIRECT DEPOSIT INFORMATION / Pay Stub

Direct Deposit form is noted on the website Employee Resource page. In order to view paystub: All pay-stubs **and end of the year W-2 can be access by viewmyPaycheck.** Online address link: <https://paychecks.intuit.com/> pass code is, the first 4 letters of your last name and the last four digits of your social security number. You will not receive a paper copy of your paycheck, unless you request it. It is important that you review the paystub for any errors of payment/ personal information. Pay days may vary and change per owner’s discretion. Notification will be given to Employees when and if Pay Period and pay day changes. It is your responsibility to contact Nebraska Care regarding any errors. If an overpayment occurs, Nebraska Care will contact you and immediately debit your account. You will be responsible for any fees incurred on an over payment after acknowledging the error.

14:1400 HIPPA / EMPLOYEE HANDBOOK ACKNOWLEDGMENT

14: 14001 HIPPA FORM

HIPPA authorization form is submitted on-line. Acknowledgement is provided below.

Nebraska Care LLC has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their health information. In the course of my assignments at Nebraska Care LLC, I will come into contact with confidential patient information.

I understand that such information must be maintained in the strictest confidence. As a condition of being an employee for Nebraska Care LLC, I hereby agree that, unless directed by my supervisor, I will not at any time during or after my assignments disclose any patient information to any person whatsoever.

When patient information must be discussed with others during my assignment, I will use discretion to ensure that others who are not involved with the assignment overhear such conversations. I further agree to protect patient records from being seen by others who are not part of the assignment.

I understand that the violation of this agreement may result in corrective action, up to and including termination from Nebraska Care LLC.

14:14002 POLICIES AND PROCEDURES EMPLOYEE HANDBOOK

This agreement is noted on the website. Submission of acknowledgement is done on-line. If you failed to submit this form, your continued employment is an acknowledgement that you agree and abide by all policies and procedures set forth.

This Employee Handbook governs the performance of employees at work. It is not a contract of employment, except as provided in section 5:5001—5:5003. However, to the extent of the provisions contained in sections 5:5001—5:5003, this document is an employment agreement. Policies of the Nebraska Care L.L.C. are subject to change by the company in its discretion, without notice, and for any reasons deemed necessary and appropriate by the Company's management. Notification of changes is not necessary for changes made by management to be effective.

I have reviewed the entirety of this employee handbook and have initialed and agreed to the terms, policies, and procedures that are noted within. I understand that this handbook will be kept in my employee personnel file and can be accessible by appointment during office hours Monday-Friday 8:00am -5:00 pm and viewable on-line.

This Employee Handbook is the property of NC and will remain in its original form and unless authorize by management or by order of a court of competent jurisdiction, may not be duplicated.

I may receive an Employee Handbook Summary for which contains a comprehensive overview of the employee handbook to take home. I further acknowledge and understand that this summary may not contain detailed policies, procedures, and agreements and any future changes or additions made by management. It is my responsibility to update my knowledge on all verbal/ written form of the policies and procedures.