



**HELPING RESTORE ABILITY**  
A Non Profit Serving Texans with Disabilities

# **Attendant Handbook**

**Revised: March 2021**

This is the Helping Restore Ability (HRA) Attendant Policy Manual. You should review and take all steps necessary to comply with the Helping Restore Ability policies included herein. Please note that the terms of written insurance policies supersede any Agency Policy & Procedure documents. This Manual supersedes any other manual or guidelines that have been previously published.

The primary purpose of this manual is to assist you in providing quality services for your clients with compassion and integrity. You are a valuable and essential member of the Attendant team and we want you to perform at your best. The policies described in this manual are described in general terms. You should consult your supervisor or the Agency's Human Resources Department regarding any questions not answered in this manual.

This manual should be used as a resource for:

- Job Duties
- Agency Policies, Procedures, and Information
- Safety and Infection control

We hope it will serve as a useful reference document throughout your employment with Helping Restore Ability. Please note that it is not intended to be a contract, express or implied, to remain in the agency's employ. All employees are employed "at-will". This means that either the Agency or the employee can terminate the employment relationship at any time, for any reason.

Because the Agency is a developing and changing organization, it reserves the right to unilaterally add, modify, delete or otherwise change provisions of this manual, or the policies or procedures on which they may be based, at any time without advance notice or other consideration. Such changes, after being reduced to writing and adopted, will be distributed through approved Helping Restore Ability communication channels. The effective date of change in practice or policy will be the effective date designated by Helping Restore Ability. For this reason, we urge you to contact the Human Resources Department to obtain current information regarding the status of any policy, procedure, or practice.

## History

The Arlington Handicapped Association was founded in Arlington, Texas, in 1977 by Sam Provence. Sam and his friends, several of whom constituted the original board, believed that people with physical disabilities have the right to participate fully in society and to live independently with dignity, respect and care. Sam had polio as a child. He dreamed of going to college and living an active life, and he was determined to effect changes in the community that would enable him to achieve his goals despite his body's limitations. Among other accomplishments, his efforts brought about the establishment of Arlington HandiTran, a bus service for people with disabilities, and the enforcement of ADA-required building and thoroughfare codes in Arlington. Sam earned his bachelor of business administration and Master of Arts in History degrees from the University of Texas at Arlington and enrolled in law school, but he died in his 30's. Today, Sam's legacy has spread throughout the state, through the lives that are enhanced by services received through Helping Restore Ability.

As the agency grew, expanding beyond Arlington, the name was changed to Handicapped Resource Association. In 2012 we officially changed our name to **Helping Restore Ability** which reflects our true goal – to help restore ability to Texans with disabilities. The agency assists people with physical, cognitive, and developmental disabilities, who might otherwise be forced to live in a nursing home. Our services enable these individuals to remain productive and safe in their own homes with dignity and with as great a level of independence as possible.

## Mission and Core Values

### **Mission Statement**

Helping Restore Ability envisions a future in which no Texan with a disability lacks the resources they need to live a full and independent life.

### **Core Values – ACED the Helping Restore Ability Way!**

- **A-** Accountable – Dependable, Responsible, Consistent
- **C-** Collaborative – Communication, Resourceful, Teamwork
- **E-** Empathetic – Giving, Patient, Compassionate
- **D-** Dynamic – Resilient, Passionate, Innovative

## Organization

Helping Restore Ability is a nonprofit organization governed by the Board of Directors. It is one of the largest nonprofit agencies in Texas and continues to show significant growth in individuals served. Please visit our website for more information about the services we provide and programs that provide help for Texans with disabilities.

## Helping Restore Ability

## General Contact Information

<b>Office Address:</b>	Helping Restore Ability 4300 Beltway Place, Suite 130, Arlington, TX 76018	
<b>Office Telephone:</b>	817-469-1977	Toll-Free: 866-471-9996
<b>General Fax:</b>	817-461-2334	
<b>Agency Website:</b>	<a href="http://www.HelpingRestoreAbility.org">www.HelpingRestoreAbility.org</a>	
<b>Timesheet Fax:</b>	817-275-9539	
<b>Timesheet Email:</b>	<a href="mailto:hra.pas.timesheets@gmail.com">hra.pas.timesheets@gmail.com</a>	
<b>*Hours of Operation:</b>	Monday – Thursday 8:00 AM – 12:00 PM 1:00 PM – 5:00 PM Friday 8:00 AM – 12:00 PM 1:00 PM – 4:00 PM *Occasionally, office is closed for offsite staff meeting. Call before driving over.	

Contacts	Availability	Comments
<b>Briann Brown, Director of Care Coordination</b> <b>Work Phone:</b> 817-635-6042 <b>Email:</b> <a href="mailto:bbrown@hratexas.org">bbrown@hratexas.org</a>	Monday through Thursday 8:00 am to 5:00 pm  Friday 8:00 am to 4:00 pm	Contact our Director when: <ul style="list-style-type: none"> <li>You are unable to reach the Attendant Supervisor or Intake Coordinator for 24hrs.</li> </ul>
<b>Abby Starling, Attendant Supervisor</b> <b>Work Phone:</b> 817-635-6038 <b>Cell Phone:</b> 817-564-1489 <b>Email:</b> <a href="mailto:astarling@hratexas.org">astarling@hratexas.org</a>	Monday through Thursday 8:00 am to 5:00 pm  Friday 8:00 am to 4:00 pm	Contact supervisor to report: <ul style="list-style-type: none"> <li>Changes in client condition and/or if client is in the hospital.</li> <li>Running late or needing to leave early from scheduled shift.</li> <li>Any incident that occurs during shift.</li> <li>If client requests unauthorized task(s) and/or additional hours.</li> <li>EVV and timesheet questions/issues.</li> <li>To request time off.</li> </ul>
<b>Karina Brewer, Intake Coordinator</b> <b>Work Phone:</b> 817-635-6031 <b>Cell Phone:</b> 817-823-6759 <b>Email:</b> <a href="mailto:kbrewer@hratexas.org">kbrewer@hratexas.org</a>	Monday through Thursday 8:00 am to 5:00 pm  Friday 8:00 am to 4:00 pm	Contact our Intake Coordinator when: <ul style="list-style-type: none"> <li>If client has questions or concerns about their services, direct them to call Karina for further guidance.</li> </ul>

<b>After-Hours Line (Non-Medical):</b> Emergency Cell Phone: 817-564-1489 Attendant Supervisor	Monday – Sunday 6:00 AM – 8:00 AM 5:00 PM – 10:00 PM	Use this number to report any incident that occurs outside of regular business hours.
<b>Medical Emergency:</b> Dial 911	24 hours a day, 7 days a week	Dial 911 to report a medical emergency.
<b>Report suspected abuse:</b> Phone: 1-800-252-5400 Online: <a href="https://www.txabusehotline.org">https://www.txabusehotline.org</a>	24 hours a day, 7 days a week	Report suspected abuse within one (1) hour to your supervisor and to the Texas Abuse Hotline. Do not delay!
<b>Report suspected fraud:</b> OIG Fraud Hotline: 1-800-436-6184 <a href="https://oig.hhsc.texas.gov">https://oig.hhsc.texas.gov</a>	24 hours a day, 7 days a week	Report suspected fraud within 24 hours to your supervisor and the OIG Fraud Hotline. Do not delay!
<b>Texas Poison Control:</b> Phone: 1-800-222-1222 <a href="https://www.poisoncontrol.org">https://www.poisoncontrol.org</a>	24 hours a day, 7 days a week	Specialists are available to take your call and provide expert medical guidance in poison emergencies 24 hours a day.

## Non-Discriminatory Policy

Helping Restore Ability provides equal employment, volunteer opportunities and services to all individuals regardless of race, color, creed, religion, gender, marital status, age, national origin, handicapping conditions, veteran status, or sexual orientation. Service restrictions are applicable only where required by state and federal contracts.

## Professional Conduct

You are expected to act responsibly and abide by the rules and regulations of the agency. You are required to maintain the highest level of integrity and honesty in every aspect of your work. Your conduct reflects on the agency; therefore, we encourage you to conduct yourself with the highest standards of professionalism. As a Helping Restore Ability employee, you are expected to:

- Conduct yourself in a professional, respectful and positive manner.
- Consider how your actions and decisions reflect on Helping Restore Ability.
- Follow Helping Restore Ability policies and procedures.
- Not get involved in illegal or immoral conduct.
- Act openly, honestly and in good faith.
- Report your working hours accurately and in a timely manner.
- Maintain confidentiality.

## Attendants have the Right to:

- Be treated with respect and dignity.
- Express reasonable concerns regarding working conditions.
- Know what is expected of them and to express feelings/concerns about those expectations.
- Be paid for services.

## Attendants are Responsible for:

- Only performing tasks that are authorized for your client in a thorough and caring manner.
- Communicating clearly and honestly about feelings, needs and routines.
- Treating all information learned about the client in a confidential manner (HIPAA to be discussed later in the manual).
- Being dependable and trustworthy within the work relationship.
- Notifying the Attendant Supervisor at 817-564-1489 as far in advance as possible, but no less than 2 hours before your assigned shift, if unable to work on a certain day so other arrangements can be made. Reliability and punctuality are important to the client's well- being.

## Clients have the Right to:

- Have time by themselves.
- Make their own decisions.
- Experience success and failure.
- Have their basic needs met.
- Pursue their own interests.
- Determine their own lifestyle and house rules.

## Clients are Responsible for:

- Respecting their Attendant's privacy.
- Respecting their Attendant's rights.
- Respecting authorized tasks and weekly hours.
- Communicating clearly and honestly about feelings, needs, expectations, routines, and schedules.
- Being dependable and trustworthy in the work relationship.

## Role of an Attendant

The Attendant role is to perform tasks that are authorized for your client in a thorough and caring manner which helps them remain in their home with a good quality of life. Just as you have your own way of washing your hair, brushing your teeth, or eating lunch, your clients have their own way of doing these things. Show clients that you want to learn to do things their way.

As an Attendant, you will assist with the routine tasks of daily living for individuals with a functional disability. You will help them perform tasks that they would for themselves in the absence of their disability — bathing, dressing, grooming, toileting, exercise, cooking, shopping, eating, transferring, housekeeping, and taking medications.

- Ask your clients if they need assistance rather than just performing a task because they are slow.
- Allow the client to maintain decision-making control within the limits of providing a high standard of care.

- Maintain the client's safety.
- Know the proper transfer methods (body mechanics). If you do not have experience doing a transfer, ask the Attendant Supervisor for on-the-job training.
- Know that over-exertion increases the possibility of accidents.
- Know your physical abilities and limitations.
- Know your client's physical abilities and limitations.
- Only perform tasks that are authorized for your client in a thorough and caring manner.

## Client/Attendant Agreement

Everyone has their own preferences on how they want their authorized tasks to be completed. Please listen to the client when he/she explains their preferred way of completing the specific authorized tasks for them only and honor their preferences. Preferences include; order of task completion, type of cleaning products to be used, grocery store, laundromat used. If you need clarification on specific task preferences requested, please reach out to the Attendant Supervisor before completing the authorized task. This partnership between the client and Attendant is one of understanding, working together, and sharing responsibilities. A Personal Care Attendant Trainer (PCAT) conducts the Field Orientation to ensure that both the client and Attendant understand the authorized tasks and weekly schedule. **Client and Attendant Acknowledgement of Responsibility Form** is signed at the end of Field Orientation.

## Helping Restore Ability

## Attendant Services Agreement Policy

By recruiting, screening, training, and covering you as a Helping Restore Ability Attendant under our license and insurance, the agency is making a serious investment in you. In return, all Attendants are asked to sign an agreement with Helping Restore Ability to refrain from accepting additional paid or unpaid work assignments with Helping Restore Ability clients other than those specifically assigned by the agency. This protects you, the agency and our clients from misunderstandings, unprotected accidents, and violations of our license or payroll laws. This prohibition does not apply if you are related to the client by marriage or birth to the second degree. If you and your client wish to develop a "live-in" relationship, we will also work with you to develop exceptions to this policy. No matter what your relationship to the client, if you do anything for the client outside of specifically assigned tasks and hours, you are not covered by the agency's license or accident policy and are putting both you and your client at risk. Always report any requests by your client for additional tasks or hours to your Attendant Supervisor. We will always work to maximize our clients' safety, health, and independence as well as your own.

Attendants are always expected to adhere to the following provisions, unless expressly directed to do otherwise by an authorized designee of Helping Restore Ability:

- Attendant is prohibited from performing any work or services for Client outside the work or services authorized by Helping Restore Ability as described on the Service Delivery Plan.
- Attendant is prohibited from working hours more than the hours authorized by Helping Restore Ability as described on the Service Delivery Plan.
- Attendant is prohibited from accepting an offer of employment from a Client to perform work services not authorized by Helping Restore Ability. Any such solicitation of employment must immediately be reported to the Helping Restore Ability Attendant

Supervisor at 817-564-1489.

- Any work or services performed by an Attendant for a Client outside the work or services authorized by Helping Restore Ability is not covered under any license or insurance coverage maintained by Helping Restore Ability, including any worker’s compensation coverage.
- Helping Restore Ability may not be held responsible for any and all claims including, but not limited to, claims for damages, judgments, attorney’s fees, injunctive or equitable relief, interest, personal injury or death that may arise or result from work or services provided by Attendant to Client which were not authorized by Helping Restore Ability. Attendant agrees to refrain from providing any compensated work or services for Client for a period of one year following the later of the date upon which Client ceases to receive services from Helping Restore Ability; or the date Attendant ceases to become an employee of Helping Restore Ability.
- Attendant understands and acknowledges that Attendant’s failure to comply with the terms of this Agreement may result in the immediate termination of Attendant’s employment by Helping Restore Ability in addition to any other remedy available to it at law or inequity.
- Nothing herein alters the at-will employment relationship between Attendant and Helping Restore Ability.

**Exceptions:**

- Care that is provided to a member of the Attendant’s household or a family member outside of agency authorized hours/tasks is not considered hours worked. This document is not intended to limit or govern care provided to a member of the Attendant’s household and/or family member related within the second degree of Consanguinity or Affinity as defined by the Consanguinity and Affinity.

<b>Consanguinity and Affinity Relationship Chart</b>			
<b>Consanguinity</b> Blood Relationship to Employee		<b>Affinity</b> Employee’s Spouse & Blood Relationship to Spouse	
<b>First Degree</b>	<b>Second Degree</b>	<b>First Degree</b>	<b>Second Degree</b>
<b>Father/Mother &amp; Spouse</b>	<b>Grandparents</b>	<b>Spouse</b>	<b>Grandparents</b>
<b>Son/Daughter &amp; Spouse</b>	<b>Grandchildren &amp; Spouse</b>	<b>Son/Daughter &amp; Spouse</b>	<b>Grandchildren &amp; Spouse</b>
	<b>Uncle/Aunt &amp; Spouse</b>		<b>Uncle/Aunt &amp; Spouse</b>
	<b>First Cousin &amp; Spouse</b>		<b>First Cousin &amp; Spouse</b>
	<b>Nephew / Niece &amp; Spouse</b>		<b>Nephew / Niece &amp; Spouse</b>
	<b>Brother/Sister &amp; Spouse</b>		<b>Brother/Sister &amp; Spouse</b>



## **Procedure**

- A signed copy of the Attendant Services Agreement will always be maintained in the employee's file.
- All directions to disregard this agreement must be documented in writing and signed by an authorized designee of Helping Restore Ability, and a copy retained in the Attendant's personnel and Client's files.

## **Responsibility to Report Issues**

Helping Restore Ability has ultimate responsibility for the health and safety of your client(s). This means that if anything happens in the home, it is the **responsibility of the Attendant** to report the situation to the Attendant Supervisor at 817-564-1489.

**Things that should be reported to the Attendant Supervisor** immediately include, but are not limited to:

- **Any change in the client's condition**
- The client's health or disability is worsening, and he/she refuses to seek medical attention.
- You suspect someone is physically or mentally abusing the client.
- There is an unhealthy change in the client's normal eating, sleeping or medication schedule.
- The client is refusing any basic services on the service plan or timesheet.
- The client does not answer the phone or door.
- The client is making inappropriate sexual comments or advances.
- There are obvious illegal activities taking place in the home (Example: the client or someone in the client's home is using/selling illegal drugs).
- There is child abuse or elder abuse in the home.
- The client becomes disoriented, dizzy, confused, or becomes non-responsive (this is an emergency and paramedics should be called first).
- The client calls to tell you not to come for your visit.
- The client sends you home after only a short time or before you have completed all tasks on the service plan.
- You break or damage something in the client's home or the client claims that something is missing or damaged. (Do not argue with the client. Report ASAP.)
- You see a new spot on the skin that may or may not be a bruise or the start of a pressure sore.

**Communication** – Communication is one of your most important job responsibilities. Your Attendant Supervisor and Helping Restore Ability depend upon you to be their eyes and ears in our client's home. In many cases, you may be the only person to observe any important change in the client's health, safety, or welfare. We take all your reports very seriously.

## **Attendant Tasks**

The client you have been assigned to assist has been assessed by a physician, nurse, and/or case manager, who has determined that they need help with certain Activities of Daily Living (ADLs). These activities are written into a Service Delivery Plan (SDP) by their case manager. The SDP prescribes the assistive activities for your client, and frequency of the assistance. This translates into a budget, at Medicaid hourly rates, for your client. Your client has chosen Helping Restore Ability to implement this plan exactly as it was prescribed. This is a great responsibility. **The timesheet lays out your client's plan of care. Only the activities authorized for your client are included on the timesheet.**

## Allowable Tasks

Activities of daily living may include such tasks as:

- Personal care tasks that relate to the client's physical health, such as the following:
  - bathing the client, including:
    - drawing water in sink, basin, or tub;
    - hauling or heating water;
    - laying out supplies;
    - assisting in or out of tub or shower;
    - sponge bathing and drying;
    - bed bathing and drying;
    - tub bathing and drying; and
    - providing standby assistance for safety.
  - dressing the client, including:
    - dressing client;
    - undressing client; and
    - laying out clothes.
  - preparing the client's meals, including:
    - cooking a full meal;
    - warming up prepared food;
    - planning meals;
    - helping prepare meals; and
    - cutting client's food for eating.
  - assisting the client with eating, including:
    - assisting with eating and drinking utensils and adaptive devices;
    - feeding through a permanently placed feeding tube inserted in a surgically created orifice or stoma; and
    - providing standby assistance or encouragement.
  - assisting the client with exercising, including walking.
  - assisting the client with grooming, including:
    - shaving the face of male clients;
    - brushing teeth;
    - shaving under arms and legs of female clients, when requested;
    - caring for nails- defined as filing/shaping, cleaning, painting, and or applying lotions/creams – **NOT** trimming or cutting nails
    - laying out supplies;
    - washing hair;
    - drying hair;
    - assisting with setting, rolling, or braiding hair (this does not include styling, cutting, or chemical processing of hair);
    - combing or brushing hair;
    - applying nonprescription lotion to skin;
    - washing hands and face;
    - applying makeup; and
    - laying out supplies.
  - assisting the client with self-administered medications which is reminding the client at or near time to take medicine. (Attendant

cannot put hands or fingers on medication) Attendant cannot hand the client or administer the medicine.

- assisting the client with toileting, including:
  - changing diapers;
  - changing colostomy bag or emptying catheter bag;
  - assisting on or off bedpan;
  - assisting with the use of a urinal;
  - assisting with feminine hygiene needs;
  - assisting with clothing during toileting;
  - assisting with toilet hygiene, including the use of toilet paper and washing hands;
  - changing external catheter;
  - preparing toileting supplies and equipment (this does not include preparing catheter equipment);
  - providing standby assistance.
- assisting the client with transferring and ambulating, including:
  - non-ambulatory movement from one stationary position to another (transfer), which does not include carrying;
  - If client is unable to bear weight, a Hoyer lift must be used for all transfers;
  - adjusting or changing the client's position in a bed or chair (positioning);
  - assisting in rising from a sitting to a standing position;
  - assisting in positioning for use of a walking apparatus;
  - assisting with putting on and removing leg braces and prostheses for ambulation;
  - assisting with ambulation or using steps;
  - assisting with wheelchair ambulation; and
  - providing standby assistance.
- Home management tasks that support the client's health and safety, such as the following:
  - changing the client's bed linens and making the bed;
  - housecleaning for the client, including:
    - cleaning up after the client's personal care tasks;
    - emptying and cleaning the client's bedside commode;
    - cleaning the client's bathroom;
    - cleaning floor of living areas used by client;
    - dusting areas used by client;
    - cleaning stovetop and counters;
    - cleaning refrigerator and stove;
    - carrying out trash, setting out garbage for pick up.
  - laundering the client's clothes, including:
    - doing hand wash;
    - gathering and sorting;
    - loading and unloading machines in residence;
    - using Laundromat machines;
    - **Attendant is not authorized to drive the client or bring the client with them to the laundromat;**
    - hanging clothes to dry; and
    - folding and putting away clothes.

- shopping for the client, including:
  - preparing a shopping list;
  - going to the store and purchasing or picking up items by Attendant in the Attendant's car; and
  - **Attendant is not authorized to drive the client or bring the client with them to the store;**
  - picking up medication.
- Putting away purchased items in the client's cabinets or storage area; and
- washing the client's dishes.
- **Client escorting tasks**, including:
  - accompanying the client outside the home to support the client in living in the community;
  - **arranging for transportation, but not providing transportation;**
  - accompanying client to clinic, doctor's office, or other trips made for the purpose of obtaining medical diagnosis or treatment; and
  - waiting in the doctor's office or clinic with a client when necessary due to client's condition or distance from home.
- **General Cleaning**, includes the following:
  - Floor vacuumed and/or mopped.
  - Stairs vacuumed if carpet, dusted if wood.
  - Trashcans emptied and relined.
  - All bathrooms that the client uses on a regular basis:
    - Counters and fixtures to be sanitized.
    - Showers and tubs the client uses regularly cleaned.
    - Mirrors cleaned with glass cleaner.
    - Sinks cleaned and disinfected.
  - Countertops and back splashes washed.
  - Stovetop cleaned and outside of appliances cleaned.
  - Microwaves cleaned inside and out.
  - Clean refrigerator, remove expired items, and wipe down shelves.

## Non-Allowable Tasks

An Attendant must not perform any task for a client if:

- performing the task would require additional licensure beyond the license held by the provider agency under such as nursing services that have not been delegated to the Attendant.
- the task is not among those listed above; or
- the task is not contained in the client's Service Delivery Plan.

Examples of services an Attendant cannot perform:

<p><u>Services that are not usually done on a weekly basis to keep a person or a person's house clean.</u> For example:</p> <ul style="list-style-type: none"> <li>• moving heavy furniture</li> <li>• washing windows</li> <li>• yard work</li> <li>• supervision – sitting service</li> <li>• accompanying a client to department stores or social activities</li> <li>• shopping for a client's clothes</li> <li>• giving a client a permanent for their hair</li> </ul>	<p><u>Services that also help those that live with a client, unless those persons also receive attendant services from the HRA as well.</u> For example:</p> <ul style="list-style-type: none"> <li>• cleaning floor and furniture in parts of the house the client does not use</li> <li>• cooking for everyone who lives with the client</li> <li>• buying groceries or household items that are not for the client's use</li> <li>• washing and drying clothes and bed linens belonging to others who live with the client</li> </ul>
<p><u>Services that must be provided by a person with professional or technical training, such as:</u></p> <ul style="list-style-type: none"> <li>• catheter care</li> <li>• washing infected parts of the body</li> <li>• tube feeding</li> <li>• injections</li> <li>• giving client medicine that is ordered by the client's doctor</li> <li>• applying a medicated ointment/lotion to client's skin that is ordered by the client's doctor</li> </ul>	<p><u>Transporting a client is not allowed.</u> Transporting a client means having the client riding as a passenger in a vehicle you are driving. It does not matter if the vehicle is yours or the client's. If Escort is in the Client's Service Plan - You are allowed to escort a client out in the community which means you may ride as a passenger in the client's car or on public transportation with them or take your car and follow the client to the destination.</p>

**IMPORTANT:** If your client asks you to perform a task listed above that you cannot perform because it is not one of their authorized tasks, simply say, "I would love to do that for you but first let me call the Attendant Supervisor." The Attendant Supervisor will then explain to the client why you cannot perform that task.

The following tasks are also excluded unless the client has a Standing Order from his/her physician and performance of the task has been delegated to you under supervision of the client. Once you have accepted a job, you will be informed whether you can assist the client with these procedures.

**NOTE:** Our license you are operating under is for non-medically related tasks. Never do any medically related tasks.

**Understanding Personal Care Tasks**

Some people with disabilities need help with personal care. Bathing, dressing (which may include putting on adaptive equipment), grooming, transferring, repositioning, managing bladder and bowel routines, and eating are specific tasks included in personal care. While the client will teach you how to perform the personal care tasks required, communication and sensitivity are critically important. Understand that personal care is personal. These tasks require a level of intimacy and that may make both you and the client uncomfortable at times. Frequently people are uncomfortable about nudity, sexuality, and bodily functions. The main thing to remember is to communicate openly and use sensitivity. Respect the client's privacy. Remember, for most people these are very private functions.

## Job Performance Evaluation Policy

At least once a year, you will receive a job performance evaluation. The evaluation is given in writing of an employee's performance, areas of strength and suggested improvement. Your evaluation will be based on the evaluations provided by your clients at each supervisory visit throughout the year, any special commendations from your clients, your performance in submitting documentation, your attendance and fulfillment of your job duties. The review will be conducted by the PAS Team. You will be asked to sign the form to indicate that you have reviewed the information before it becomes a part of your employment file. If poor performance is observed, you and your Attendant Supervisor will create a short term written development plan that includes measurable outcomes and regular periodic performance evaluations. Excellent performance is rewarded with additional client assignments and greater responsibility.

## Performance Improvement

Helping Restore Ability uses a **progressive** corrective action process in cases of misconduct or unacceptable performance. This includes verbal warning, written warning, and suspension prior to termination. Disciplinary action may begin at an advanced stage of the process or may result in immediate termination based upon the nature and severity of the offense, employees' past record, and other circumstances.

**Probation** – An employee may be placed on probation for a predetermined length of time in lieu of discharge. No pay increases, bonuses or promotion opportunities will be granted to an employee on probation. If there is no improvement or if improvement is deemed insufficient, the employee may be discharged at any time during the disciplinary probation.

These rules are applied in a uniform and impartial manner to all employees. Employees who fail to follow rules will be subject to discipline, up to and including discharge, in accordance with the Agency's disciplinary policy. The following violations are a sample of potential violations and are not an all-inclusive list. If you have any questions, please contact your Attendant Supervisor.

- Dishonesty or willful falsification of any records to HRA or a state official.
- Medicaid/Timesheet fraud:
  - Claiming hours not worked
  - Clocking in for another employee
  - Allowing client or another attendant to clock in for the attendant
  - Removing EVV tokens from the client's home
- Theft of client property.
- Immoral, improper, or inappropriate conduct, including acting in a dangerous, destructive, or threatening nature while on Helping Restore Ability or client premises.
- Disrespect or discourtesy toward clients, visitors, or fellow employees, including verbal or physical abuse, bullying or sexual harassment.
- Unauthorized and/or illegal possession of weapons or narcotics, including articles that may be converted to weapons, and drugs that are abused in the way they are used by the employee.
- Solicitation on the work premises, including the Helping Restore Ability office and the residence of the client(s) of personal gifts or tips from clients or their families and/or visitors, or from any funding source or clients for distribution of literature or merchandise to other employees during work time and/or in work areas.

- Insubordination, including willful negligence or refusal to perform assigned work.
- Consuming or being under the influence of illegal drugs or other intoxicants.
- Failure to perform satisfactorily in accord with a written development plan and job description.
- Job abandonment/No Call No Show -
- No call/no show means, the employee did not show up for work and did not call the agency/supervisor to advise that he/she will be absent during the Shift.
- Job abandonment includes but is not limited to, voluntarily walking off the job and leaving during your scheduled work hours, or not returning to work upon completion of a leave of absence.
- Consistently late to shifts and/or leaving early without prior approval from supervisor.
- Client abuse, neglect or exploitation (physical, sexual, verbal, or emotional).
- Failure to report or cooperate in an investigation for any incident of or information concerning client abuse, neglect or exploitation to your supervisor or the CEO.
- Verbal or physical threats against the agency, client(s), visitor(s), or employee(s).
- Failure to report a communicable disease.
- During Helping Restore Ability employment period, a conviction of a felony, conviction of any misdemeanor or strong evidence of a felony or misdemeanor that could adversely affect the Agency's business.
- Not filling out timesheet fully/correctly or in a timely manner i.e. missing token numbers, times, dates, COVID prescreen, not signing or missing clock ins and outs in EVV.
- Failure to report any unsafe or unhealthy condition to your supervisor.
- Making or receiving personal telephone calls unless needed for life-or-death situations or having any visitors on or in client premises.

### **Actions HRA Could Take for Disciplinary Action, Suspension and up to Termination**

- The employee may be immediately suspended without pay.
- The events leading up to the suspension must be investigated by the CEO/supervisor and/or the person designated by the CEO or appropriate government agency.
- The investigation should include interviews with all witnesses and review of all pertinent documents. The interviews should be summarized in writing and reviewed and signed by the witness(es).
- The employee must be given an opportunity to give his/her side of the story during the investigation.
- The results of the investigation should be reviewed by the supervisor and by the CEO. Human Resources will be consulted and advised of the results of the investigation.
- The CEO and the employee's supervisor will make the final decision as to whether discharge is appropriate with input from Human Resources.
- The employee will be reinstated if the decision is to not discharge or when favorable results of an appropriate government agency are received.
- If disciplinary action is taken other than discharge, the employee is given the appropriate written warning under the progressive disciplinary steps, where warranted.

## **Dress Code**

Work attire and personal hygiene is important when working closely with others and below are some general guidelines:

- Shower, use unscented deodorant, and brush your teeth daily. Use breath freshener as necessary.
- Do not use heavily scented body wash, shampoo, or lotions. Do not wear perfume.

- Fingernails must be neat, clean and of a length to be able to perform the duties assigned.
- Dress conservatively (shorts and tank tops are not acceptable work attire).
- Clothing and footwear should be appropriate for the task to be performed and pose **no safety hazard** to the client or Attendant.
- Only closed toed shoes allowed to safely perform the duties assigned.
- Always dress with safety and ease of movement in mind.
- Clothing should be clean and neat.
- Do not wear clothing that advertises alcohol, tobacco, drugs, or firearms.
- Do not wear clothing with offensive words, terms, logos, slogans, pictures, and/or cartoons, i.e. sexual content, profanity, gang identifiers, or racist statements.
- Unusual or extreme clothing choices, hairstyles, and / or body decorations may make your client uncomfortable and should be avoided.
- Do not wear clothing that is revealing or tight-fitting.
- Proper undergarments should be worn, but not visible.
- Wear limited jewelry. Avoid dangling necklaces and earrings, and rings that have raised stones and/or sharp edges.

## **Drug and Alcohol-free Workplace Policy**

It is the policy of Helping Restore Ability to maintain a safe and healthy workplace that is free from the effects of drug and alcohol abuse. Consistent with the spirit and intent of this commitment, the agency has established this policy regarding substance abuse. All employees are required to comply with the guidelines of this policy as a condition of employment. Failure to comply will result in corrective action up to and including termination. Nothing in this policy is intended to suggest that employment with the agency is other than employment “at-will”. A copy of our drug/alcohol free workplace policy will be distributed to all employees. In addition, employment candidates applying for employment positions that require with-offer/pre-employment/pre-assignment testing will be provided a copy of the policy.

Employees may at any time be asked to take a test for the presence of drugs, narcotics, and/or alcohol, unless the tests are prohibited by law. Employees will be informed of the agency’s testing procedures and provided a copy of our drug free workplace policy and a Drug and/or Alcohol Testing Consent Form in advance of testing. Individuals must report to a Helping Restore Ability approved facility for testing within 24 hours of receiving notice that they have been selected for testing. **Individuals must sign a Drug and/or Alcohol Drug Testing Consent form prior totesting.**

**Workplace Prohibitions.** Employees are prohibited from the illegal use, purchase, sale, dispensing, distribution, transportation, possession, consumption, or manufacture of illegal drugs, controlled substances, or narcotics, on agency premises, or at any time during working hours. Employees are prohibited from the use of alcohol on agency premises, or at any time during working hours.

**Off-premises Prohibitions.** The agency prohibits off-premises and/or off-duty abuse of alcohol and



controlled substances, as well as the possession, use, or sale of illegal drugs while in Helping Restore Ability branded gear.

**Testing.** The agency respects employee's rights of privacy while recognizing our responsibility to provide a safe work environment for all employees and the public. Therefore, the agency reserves the right to conduct drug and/or alcohol tests on any employee or applicant, at any time, unless prohibited by law.

**a. Post-Offer / Pre-Employment / Pre-Assignment Testing.** Employment candidates and current employees that are applying for a role in designated care programs are required to submit to testing for illegal drugs, narcotics, controlled substances and/or alcohol after receiving a contingent offer of employment/assignment (including verbal and/or written offers). Employment candidates and current employees will be informed of the agency's testing procedures and provided a copy of our drug free workplace policy and a Drug and/or Alcohol Testing Consent Form in advance of testing and they must report to Helping Restore Ability approved testing facility within 24 hours of receiving a verbal or written contingent offer of employment or assignment from the agency. Individuals must sign a Drug and/or Alcohol Drug Testing Consent form prior to testing.

**b. Test Refusal.**

**1. Employment Candidate.** A candidate that refuses to submit to a drug and/or alcohol test under Helping Restore Ability policy and/or fails to show up for testing within 24 hours of receiving a contingent offer of employment, or otherwise fails to cooperate with the testing procedure, the candidate will no longer be considered for employment. Should this occur, the candidate may reapply for a position with the agency after 12 months from the initial test date.

**2. Current Employee** – If at any time a current employee refuses to submit to a drug and/or alcohol test under Helping Restore Ability policy and/or fails to show up for testing at an HRA approved testing facility within 24 hours of receiving contingent assignment offer, or otherwise fails to cooperate with the testing procedure, the employee will be subject to immediate termination.

**c. Positive Test.**

**1. Employment Candidate** – Candidates that test positive on the initial drug and/or alcohol screening test will be sent to a drug/alcohol testing facility for a second drug and/or alcohol test. Candidates must report to the designated drug/alcohol testing facility within 24 hours of receiving the drug/alcohol test authorization form from the agency. The candidate must present the drug and/or alcohol test authorization document to the designated testing facility and provide all information required by testing facility personnel. Candidates that refuse to submit to testing or who fail to show up for the test within 24 hours of receiving the drug test authorization form from the agency will no longer be considered for employment.

**a. Right to Explain Results.** All candidates have the right to meet with the testing facility personnel, and with the agency, to explain their test results. These discussions shall be considered confidential except that information disclosed in such tests will be communicated to the personnel with Helping Restore Ability or within the testing facility who need to know such information in order to make proper decisions regarding the test results or regarding the employment of the individual.

2. **Current Employee** - If a current employee tests positive on a drug and/or alcohol screening test the following will occur:
  - a. The employee will be immediately suspended without pay pending agency review.
  - b. **Right to Explain Results.** All employees have the right to meet with the testing facility personnel, and with the agency, to explain their test results. These discussions shall be considered confidential except that information disclosed in such tests will be communicated to the personnel with Helping Restore Ability or within the testing facility who need to know such information in order to make proper decisions regarding the test results or regarding the employment of the individual.
  - c. **If a 2<sup>nd</sup> Positive Drug and/or Alcohol Test is Required.** Upon receipt of the 2<sup>nd</sup> positive drug and/or alcohol test result employee will be subject to immediate termination.

**Post-Accident Drug Testing.** Employees that sustain an occupational injury must submit to testing for controlled substances and/or alcohol immediately at time of urgent care or hospital visit.

**Tests Records.** Tests paid for by Helping Restore Ability are the property of the agency, and the examination records will be treated as confidential and held in separate medical files. However, records of specific examination will be made available, if required by law or regulation, to the employee, persons designated and authorized by the employee, public agencies, and relevant insurance providers.

**Drug Convictions.** Employees must notify management of drug convictions within five days of such conviction. Management will notify Human Resources immediately.

**Disciplinary Action.** Employees will be subject to disciplinary action, up to and including termination for violations of this policy. Violations include, but are not limited to:

- Possessing substances or narcotics that are illegal or controlled under federal, state, or local laws or alcoholic beverages at work; being under the influence of those substances while working; using them while working; or dispensing, distributing, or illegal manufacturing or selling them on Agency premises and work sites. Note: Worksites include client residences.
- Employee failure to consent and or report to testing facility within 24 hours of notice of required drug and/or alcohol test or immediately post-accident when seeking care.
- Verified positive test results.

**Use of Prescription Drugs.** Employees must report their use of over the counter or prescribed medications to the Human Resources Department if the use might impair their ability to perform their job safely and effectively. A determination then will be made as to whether the employee should be able to perform the essential functions of the job safely and properly.

**Impaired Performance.** Supervisors should report immediately to the Human Resources Department any actions by an employee that demonstrates an unusual pattern of behavior. The Human Resources Department will determine whether the employee should be examined by a physician or clinic and/or tested for drugs and alcohol. Employees believed to be under the influence of drugs, narcotics, or alcohol will be required to leave the premises and submit to testing for controlled substances and alcohol immediately.

**Search and Surveillance.** Employees, their possessions (wherever located), and equipment

and containers under their control are always subject to search and surveillance while on agency premises or work sites or while conducting agency business.

**Employee Assistance.** Employees who are experiencing work-related or personal problems resulting from drug, narcotic, or alcohol abuse or dependency may request, or be required to seek counseling help. Participation in counseling, including agency-sponsored or required counseling is confidential and should not have any effect on performance appraisals. Job performance, not the fact that an employee seeks counseling, is the basis of performance appraisals.

**Leave of Absence.** Any employee who is abusing drugs or alcohol may be granted a leave of absence, **without pay**, to undergo rehabilitation treatment if he/she makes the leave request prior to a confirmed positive test result. The employee will not be permitted to return to work until the Human Resources Department receives certification that the employee can perform his/her job. Failure to cooperate with an agreed-upon treatment plan may result in discipline, up to and including termination. Participation in a treatment program does not insulate an employee from the imposition of discipline/corrective action for violations of this or other agency policies.

## Missed Shift Procedure

### **Client Cancels Shift**

If a client refuses service or dismisses the Attendant before the scheduled end of shift, the following steps must be completed:

- Contact the Attendant Supervisor via text, phone call or email to inform them of the situation immediately.

### **Attendant Cancels or Is Late to Shift**

When you are unable to work, you are required to contact the Attendant Supervisor so that alternative staffing arrangements can be made. Notifying clients of a pending absence or late arrival is acceptable, i.e. vacation, pending appointment, etc., if the Attendant Supervisor is already aware of the absence. Attendants are discouraged from contacting other field employees to make alternative staffing arrangements.

You are required to report absences or late arrivals a minimum of two (2) hours before the beginning of your scheduled shift. In the event of an emergency, you are required to notify the Attendant Supervisor as soon as you become aware that you are unable to attend your scheduled shift.

## Personal Illness

You must report personal illnesses, including Covid 19, to the Attendant Supervisor as soon as you know you are sick or at least two hours before your scheduled shift so that a replacement may be found. You **should not** report to work with any communicable or infectious diseases. Helping Restore Ability reserves the right to require a physician's statement reflecting non-infectious status before allowing you to resume work. Reporting illnesses is part of Helping Restore Ability's state-mandated infection control program and helps maintain client safety and health. Failure to report illness can be grounds for disciplinary action up to and including termination.

## **Time Off**

Time off requests should be submitted to the Attendant Supervisor a minimum of two (2) weeks prior to the requested date of absence via the Request for Time Off Form.

Emergencies and illness must be reported to the Attendant Supervisor as soon as possible

## **Excessive Absences**

To ensure your continued employment, it is necessary to maintain a good attendance record. Attendance will be evaluated at least annually as part of the regular performance review. Excessive absences during the year can result in disciplinary action and up to termination.

## **Leave of Absence**

Helping Restore Ability complies with the Family Medical Leave Act (FMLA) that requires eligible employees and covered employers to provide up to 12 weeks of unpaid, job-protected leave in any 12-month period to eligible employees for certain family and medical reasons. The twelve (12) month period is determined by a rolling calculation and is measured back from the date the leave commences. See FMLA policy for further information.

At this time, there are no considerations for personal leave not protected by the FMLA. See Time Off for information about requesting time off.

## **Job Abandonment**

If you are absent from duty without proper notification for three or more consecutive scheduled workdays you will be considered as having voluntarily terminated employment due to job abandonment.

## **Bereavement Leave**

You may take up to three consecutive unpaid days off to arrange for and/or attend funeral services for an immediate family member. Immediate family is defined as current spouse, parent or stepparent, grandparent, spouse's parent, child or stepchild, brother or sister, grand-child, or stepchild. You cannot be granted paid leave. Helping Restore Ability reserves the right to require documentation of the death and the relationship. Requests for bereavement leave should be submitted to your Attendant Supervisor.

## **Jury Duty**

Attendants are not eligible for paid jury duty. However, you will not be otherwise penalized, and should report a jury summons to your Attendant Supervisor as soon as possible along with documentation of jury duty attendance. You must obtain approval for the absence from your Attendant Supervisor. You must give thirty days advance notice, or as much time as possible, prior to the absence. You are expected to report to work any day you are excused from jury duty or whenever time spent on jury duty does not conflict with regularly scheduled work hours. If the jury duty falls at a time when you cannot be away from work, Helping Restore Ability may request that the court allow you to choose a more

convenient time to serve if you make a request in accordance with the court's procedures. You must cooperate with this request. Upon release from jury duty you must notify Human Resources and must submit a signed Certificate of Jury Service indicating the number of days served. Failure to return to work the next day at the end of jury duty will be subject to disciplinary action up to and including termination.

## **Public Media**

Helping Restore Ability staff should not discuss Helping Restore Ability related information, issues, etc. with reporters. If the media (TV, newspaper or other social media outlets), contacts you, you **must** refer them to the CEO at 817-469- 1977.

## **Protection for Reporting Violations (Whistleblower)**

Helping Restore Ability directors, officers and employees fall under Section 301 of the Sarbanes-Oxley Act, which requires that any violations or suspected violations of company policies and procedures be reported. This Compliance Policy aims to provide an avenue for employees to raise concerns in good faith with the reassurance that they will be protected from reprisals.

Such concerns may include actions that lead to incorrect financial reporting, are unlawful, are not in line with agency conduct, ethics and conflict of interest standards, or otherwise amount to improper conduct. Anyone filing a complaint must have reasonable grounds for believing the information disclosed indicates a violation. Any employee who reports a violation is assured that the complaint will be investigated, and appropriate action taken, and that he/she will be notified of the outcome. These records are kept for seven years. A copy of this policy is included in this manual. Questions should be directed to the Helping Restore Ability Human Resources Director.

## **False Claims Act**

As a recipient of Medicaid funds, Helping Restore Ability is also governed by the False Claims Act. This act prohibits all Helping Restore Ability employees from knowingly filing claims with false or missing information (i.e. falsifying a timesheet or EVV clock in). This information includes the dates and start and stop times of client visits as recorded on your timesheets. This act also protects employees who report information about possible false claims from retaliation.

Report all client visits accurately. Report any suspected false documents immediately.

## **Notice to Employees of Rights and Responsibilities under Family and Medical Leave Act**

Helping Restore Ability will comply with all applicable requirements of the Family and Medical Leave Act ("FMLA"). The FMLA requires private employers with 50 or more employees and all public agencies, including state, local, and federal employers, and local education agencies (schools), to provide eligible employees up to 12 weeks of unpaid, job-protected leave in any 12-month period for certain family and medical reasons. At Helping Restore Ability, the 12-month period is a rolling period measured backward from the date an employee uses any FMLA leave, except for leaves to care for a covered service member with a serious illness or injury. For those leaves, the leave entitlement is 26 weeks in a single 12-month period, measured forward from the date an employee first takes that type of leave.

### **Basic Leave Entitlement**

The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care, or childbirth.
- to care for the employee's child after birth or placement for adoption or foster care.
- to care for the employee's spouse, son or daughter, or parent who has a serious health condition.
- for a serious health condition that makes the employee unable to work

### **Military Family Leave Entitlements**

Eligible employees with a spouse, son, daughter, or parent is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include addressing issues that arise from (1) short notice of deployment (limited to up to seven days of leave); (2) attending certain military events and related activity; (3) arranging childcare and school activities; (4) addressing certain financial and legal arrangements; (5) attending certain counseling sessions; (6) spending time with covered military family members on short-term temporary rest and recuperation leave (limited to up to five days of leave); (7) attending post-deployment reintegration briefings; and (8) any additional activities agreed upon by the employer and employee that arise out of the military member's active duty or call to active duty.

The FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, or therapy\*; or is in outpatient status; or is on the temporary disability retired list; (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury illness.\*

\*The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition."

### **Benefits and Protections during FMLA Leave**

During FMLA leave, the Company will maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

However, an employee on FMLA leave does not have any greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Certain highly compensated key employees may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the agency's operations. A "key" employee is an eligible salaried employee who is among the highest paid ten percent of the agency's employees within 75 miles of the worksite. Employees will be notified of their status as a key employee, when applicable,

after they request FMLA leave.

### **Employee Eligibility**

The FMLA defines eligible employees as employees who: (1) have worked for a covered employer for at least 12 months; (2) have worked at least 1,250 hours in the previous 12 months for the covered employer; and (3) work at or report to a worksite which has 50 or more employees or is within 75 miles of the covered employer's worksites that taken together have a total of 50 or more employees.

### **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school, work, or other daily activities

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### **Use of Leave**

An employee does not need to use FMLA leave entitlement in one block. FMLA leave can be taken intermittently or on a reduced work schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies also may be taken on an intermittent or reduced work schedule basis.

### **Substitution of Paid Leave for Unpaid Leave**

Employees may choose or employers may require the use of accrued paid leave while taking FMLA leave. It is Helping Restore Ability practice to require employees to use any accrued paid vacation, personal, and sick days during an unpaid FMLA leave taken because of the employee's own serious health condition or the serious health condition of a family member or to care for a seriously ill or injured family member in the military or qualifying veteran under the FMLA. In addition, the employee must use any accrued paid vacation (but not sick days) during FMLA leave taken to care for a newborn or newly placed child or for a qualifying exigency arising out of a family member's active duty or call to active duty status in support of a contingency operation. In order to use paid leave for FMLA leave, employees must comply with the Agency's vacation and sick leave procedures found in its VACATIONS and SICK LEAVE policies.

### **Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days advance notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Agency's normal call-in procedures.

Employees must provide sufficient information for the Agency to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily

activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Agency if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also are required to provide a certification and periodic recertification supporting the need for leave. NOTE: The Agency may require a second, and if necessary, a third opinion (at the Agency's expense) and, when the leave is a result of the employee's own serious health condition, a fitness for duty report to return to work. Also, the Agency may delay or deny approval of leave for lack of proper medical certification.

### **Company Responsibilities**

Helping Restore Ability will inform employees requesting leave whether they are eligible under the FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If employees are not eligible, the Agency will provide a reason for the ineligibility.

Helping Restore Ability will inform employees if leave will be designated as FMLA -protected and the amount of leave counted against the employee's FMLA leave entitlement. If the Agency determines that the leave is not FMLA -protected, the Agency will notify the employee.

### **Unlawful Acts by Employers**

The FMLA makes it unlawful for any employer (1) to interfere with, restrain, or deny the exercise of any right provided under the FMLA; or (2) to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

### **Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

### **The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights. Other Provisions**

Under an exception to the Fair Labor Standards Act ("FLSA") in the FMLA regulations, hourly amounts may be deducted for unpaid leave from the salary of executive, administrative, and professional employees; outside sales representatives; certain highly-skilled computer professionals; and certain highly compensated employees who are exempt from the minimum wage and overtime requirements of the FLSA, without affecting the employee's exempt status. This special exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible employees' use of FMLA leave.

Occupational illnesses and injuries are subject to the same leave of absence policies and leave maximums as non- occupational illnesses and injuries. The Agency, in conjunction with any applicable federal and state law, will determine the granting and duration of each leave of absence.

Vacation pay and sick pay used during periods of leave of absence run concurrently with the duration limits of the approved leave and do not extend the duration of the approved leave. In addition, an employee on any type of leave is required to use all available paid sick days or vacation days upon commencement of the leave period.

Once all available paid sick and vacation days are exhausted, the remainder of the leave of absence will be unpaid. This provision does not apply to a leave of absence resulting from Workers'



Compensation injury or illness.

When leave is needed to care for an immediate family member or for the employee's own illness and is for planned medical treatment, the employee must try to schedule treatment in order to minimize disruptions of the Agency's operations. Leaves of absence should generally be taken in full week increments, except for intermittent or reduced schedule leaves taken under the FMLA or as required by other applicable laws.

### **Other Employment**

Staff members that are on an approved leave of absence may not engage in any form of self-employment or perform work for any other employer during the leave, except when the leave is for military service. Employees may not perform work for self-employment or for any other employer during an approved leave of absence, except when the leave is for military.

### **Requesting Extension of Leave of Absence**

Employees requesting any type of leave of absence or any extension of a leave should submit a written Leave of Absence Request to HR. The Leave of Absence Request should be as specific as possible regarding the reason for the leave and the number of days requested. All leave of absence requests and leave duration extensions are granted at the discretion of the CEO. The needs of the agency and any applicable leave law take precedence over individual employee preferences. In addition, all staff members on approved leave are expected to report to the HR Department any change of status in their need for leave or their intention to return to work.

### **Failure to Return to Work**

An employee who fails to return to work on the next regularly scheduled work day following an approved leave, or as specified by law, will be considered to have voluntarily resigned, and will be sent a termination letter confirming their job abandonment.

### **Benefits during Leave**

Benefits eligible staff members departing on leave of absence will be offered group benefit continuation throughout the approved leave period. The employee will be required to pay their normal per paycheck premium contributions by personal check during the leave period (check is to be made payable to HELPING RESTORE ABILITY and submitted to the Human Resources Department). Staff members have a 30-day grace period in which to make payments. If payment is not made timely, coverage under these plans may be cancelled. Notice will be sent to the employee in writing at least 15 days before the date coverage will lapse.

Staff members on leave of absence who become eligible for insurance benefits during an approved leave will not become effective under those plans until they return to their full-time schedule at the conclusion of the leave, unless the leave is considered a qualified change in status event. The employee's use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave; however, benefits that accrue according to length of service (such as vacation and sick pay) do not accrue during periods of leave of absence.

If an employee has a 401(k) loan when he or she departs on leave of absence, the employee must make loan payments by cashier's check or money order payable to the 401(k) Administrator, in order to keep the loan in current standing. If the employee fails to make payment in timely manner, the loan will be placed in delinquent status and it will be reported to the employee and the Internal Revenue

Service as taxable income. Depending on employee's age and employment status, he or she may be obligated to pay a 10% early withdrawal penalty tax.

### **Medical Certification**

Staff members requesting a leave of absence for their own or a family member's serious health condition must provide medical certification from a health care provider within fifteen (15) calendar days of requesting leave. Failure to provide medical certification within fifteen (15) calendar days of a leave request will result in a leave delay or denial.

An employee who is absent from work and fails to comply with all notice and certification requirements will be considered absent without approval and may be terminated from employment for excessive absenteeism. Helping Restore Ability may, at its discretion, apply the employee's accrued vacation and/or sick time to cover all or part of the unapproved absence.

**In addition, Helping Restore Ability may require a second, and if necessary, a third opinion (at the Agency's expense), or periodic re-certifications of the serious health condition when the leave is a result of the employee's own serious health condition**

## **Health Insurance Portability and Accountability Act Notice**

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW THIS DOCUMENT CAREFULLY.

Dear Employee:

This is your official notice of the privacy policy, procedures and practices followed by Helping Restore Ability, hereafter referred to as the "Company". Please read it carefully. You have received this notice because you are a Participant in our Helping Restore Ability Employee Injury Benefit Plan, hereafter referred to as the "Plan".

References such as "us", "our" and "we" found in this notice refer to the Company.

This notice describes how the privacy and confidentiality is maintained regarding the Protected Health Information (hereafter referred to as "PHI") we have obtained about you and which relates to your participation in the Plan or otherwise obtained by us in the due course of administering Company policies, procedures and benefits. The notice describes the uses we may make of this information and how we may disclose this information to others within or outside the Company. Under federal regulations, PHI generally refers to and includes individually identifiable information which relates to your past, present or future health condition, medical treatments or payment for health care services, such as those provided under the Plan. This notice also describes your rights regarding your PHI and information on exercising those rights.

The information in this notice is provided to you under the requirements of a federal law, namely the Health Insurance Portability and Accountability Act of 1996 (HIPAA). For additional information regarding our HIPAA PHI privacy policy, please contact ("Company Representative").

HIPAA regulations require us to:

- Adopt policies and procedures to maintain the confidentiality and privacy of your PHI,

- Provide this notice of our legal duties and privacy practices with respect to your PHI; and
- Follow the policies and procedures contained in this notice.

We take very seriously our obligation to protect the PHI of our employees from improper disclosure or use. Company employees having the responsibility to administer our benefits, including those provided under the Plan, as well as the outside vendors, business associates, third party administrators or other companies that assist us in administration of these benefits are required under the federal regulations to comply with procedures that protect the privacy and confidentiality of your PHI. They may look at your PHI only when there is a clear business justification and “need to know”, such as in the administration of claims made under the Plan.

Our policy prohibits the disclosure of your PHI to any vendor, business associate, third party administrator or other company for their use in marketing products or service to you.

### **Use and Disclosure of PHI**

The Company will disclose and use PHI for business purposes relating to your employee benefits (including the Plan). We may use or disclose your PHI for the following reasons: 1) provide assistance in determining your benefits eligibility status (including eligibility as a Participant in the Plan); 2) provide assistance with filing claims or resolving issues relating to claims under our benefits program; 2) for Plan enrollment purposes; and/or 4) for Plan administration. The following is a nonexclusive list describing these and other possible uses and/or disclosures, together with some examples.

- **Payment of Claims:** We may use and disclose PHI to assist you in researching a claim dispute. For example, we may review PHI, at your request, which is contained on claim forms submitted by medical providers to verify that the claim was paid correctly.
- **Health Care Operations:** We may use and disclose PHI for benefit operations, including those related to the Plan. These purposes include, for example, evaluating an employee’s eligibility for participation in and the administration of the Plan. We may also disclose PHI to a business associate or third-party administrator for Plan enrollment and eligibility purposes. PHI may also be disclosed as part of the Plan renewal process so that we can make an informed decision regarding possible changes to our benefit program.
- **Public Health Activities or as Otherwise Legally Required:** The Company will disclose PHI when required by federal, state or local law. Mandatory disclosure of PHI pursuant to law includes, for example, notifying state or local health authorities regarding communicable diseases, or providing PHI to a governmental agency or regulator with health care oversight responsibilities. We may also release PHI to a coroner or medical examiner to assist in identification of a deceased individual or determination of the cause of death.
- **Serious Threat to Health or Safety:** PHI may be disclosed to avert a serious threat to an individual’s health or safety. We may also disclose PHI to federal, state or local agencies engaged in disaster relief as well as to private disaster relief or disaster assistance agencies in order to allow such entities to carry out their responsibilities in specific disaster situations.
- **Health-Related Benefits or Services:** We may use PHI to provide you with information about benefits available to you under a current benefits plan.
- **Law Enforcement or Specific Government Functions:** PHI may be disclosed in response to requests by law enforcement officials made pursuant to court order, subpoena, warrant, summons or similar legal process. Pursuant to national security and related legal requirements PHI may be disclosed to federal officials for intelligence, counterintelligence, and other national

security activities authorized by law.

- **Regulatory or Legal Proceeding:** If you, your beneficiary or estate are involved in a lawsuit, dispute, or other proceeding (including arbitration under the Plan), we may disclose PHI about you in response to a legal, court or administrative order. Your PHI may also be disclosed by the Company in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the requested PHI.<sup>5r</sup>
- We may disclose PHI to any governmental agency or regulator with whom you have filed a complaint or as part of a regulatory agency examination.
- **Other Uses of PHI Require Your Written Authorization:** Other uses and disclosures of PHI not covered by this notice and/or permitted by HIPAA regulations will be made by the Company only with your written authorization or that of your legal representative. Once we are authorized to use or disclose PHI about you, you or your legally authorized representative may revoke that authorization, in writing, at any time, except to the extent that the Company has taken action and already disclosed PHI in reliance upon the authorization.

### **Your Rights Regarding Personal Health Information**

The following describes your rights as a consumer under HIPAA concerning your PHI. **Right to Inspect and Copy Your Personal Health Information:** In most cases, you have the right to inspect and obtain a copy of the PHI that we maintain about you. To inspect and copy PHI, you must submit your request in writing to (“Company Representative”). To receive a copy of your PHI, you may be charged a fee for the costs of copying, emailing or other supplies associated with your request. Certain types of PHI will not be made available for inspection or copying. This includes PHI collected by us in connection with, or in reasonable anticipation of, any claim or legal proceeding. In very limited circumstances, we may deny your request to inspect and obtain a copy of your PHI. If we do, you may appeal and request that the denial be reviewed. An individual chosen by the Company who was not involved in the original decision to deny your request will conduct the review. We will comply with the outcome of that review.

**Right to Amend Your Personal Health Information:** If you believe that your PHI is incorrect or that an important part of it is missing, you have the right to ask us to amend your PHI while it is kept by or for us. You must provide your request and your reason for the request in writing and submit it to (“Company Representative”). We may deny your request if it is not in writing or does not include a reason that supports the request. In addition, we may deny your request if you ask us to amend PHI that: Is accurate and complete; Was not created by us, unless the person or entity that created the PHI is no longer available to make the amendment; Is not part of the PHI kept by us or for us; or Is not part of the PHI that you would be permitted to inspect and copy.

**Right to a List of Disclosures:** You have the right to request a list of the disclosures the Company has made of PHI about you. This list will not include disclosures made for treatment, payment, health care operations, for purposes of national security, made to law enforcement or to corrections personnel or made pursuant to your authorization or made directly to you. To request this list, you must submit your request in writing to (“Company Representative”).

Your request must state the time period from which you want to receive a list of disclosures. The time period may not be longer than six years and may not include dates before April 14, 2004. Your request should indicate in what form you want the list (for example, on paper or electronically). The first list you request within a 12-month period will be free. The Company may charge you for responding to any additional requests. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

You have the right to request a restriction or limitation of PHI .we use or disclose about you for treatment, payment or health care operations, or that we disclose to someone who may be involved in your care or payment for your care, like a family member or friend. While we will consider your request, we are not required to agree to it. To request a restriction, you must make your request in writing to (“Company Representative”). In your request, you must tell us what information you want to limit, whether you want to limit our use, disclosure or both and to whom you want the limits to apply. We will not agree to restrictions on PHI uses or disclosures that are legally required, or which are necessary to administer our benefit program, including the Plan.

**Right to Request Confidential Communications:** You have the right to request that we communicate with you about PHI in a certain way or at a certain location if you tell us that communication in another manner may endanger you. For example, you can ask that we only contact you at work or by email. To request confidential communications, you must make your request in writing to (“Company Representative”) and specify how or where you wish to be contacted. We will accommodate all reasonable requests.

**Right to File a Complaint:** If you believe your privacy rights have been violated, you may file a complaint with the Secretary of the Department of Health and Human Services. If you have questions about how to file a complaint or wish to file a complaint, please forward all inquiries and/or correspondence to (“Company Representative”). All complaints must be submitted in writing. You will not be penalized for filing a complaint.

**Changes to this Notice:**

We reserve the right to change the policy, procedures, and practices of this privacy notice at any time. We reserve the right to make the revised or changed notice effective on a retroactive basis for PHI we already have about you as well as prospectively for any PHI we receive in the future. You will receive a copy of any revised privacy notice by email, mail, hand delivery or other appropriate means.

**Benefits**

**Eligibility**

On date of hire	Full-time and part-time Attendants may enroll in the QCD of America Dental
On the 1 <sup>st</sup> of the month following 60 days of full-time employment	Full-time Attendants, regularly scheduled to work 30 hours per week, on a consistent basis, are eligible to elect medical, dental, vision, Life, AD&D, Supplemental Life, Spouse Life, Child Life on the 1 <sup>st</sup> of the month following 60 days of employment.
Annual Open Enrollment	Employees may re-evaluate their benefit elections and make application to coverage options they previously declined.

**Medical, Dental and Vision Insurance and Personal Time Off (PTO)**

Full-time Attendants are eligible for major medical, dental and vision insurance, as well as, personal time off (PTO). Questions about eligibility for medical insurance should be directed to

the HR Department.

### **QCD Dental Discount Program**

Full-time and part-time employees have the option to elect to participate in a dental discount program through QCD of America. The benefit is free to individuals electing employee only coverage. In addition, employees have the option to purchase coverage for their spouse and/or dependent children.

### **Work-related Injury/Illness Policy**

If you sustain work related injury, you must contact the Attendant Supervisor at 817-564-1489 before your shift ends. If the Attendant Supervisor is not available, please notify Helping Restore Ability's Human Resources Department of your injury at (817) 635-6025. If Helping Restore Ability's offices are closed, please leave a voice message with the Attendant Supervisor explaining your injury/illness.

Helping Restore ability has Workers Compensation Insurance thru Workwell, TX. Work related injuries must be treated by network approved physicians. **You may find an approved physician by calling 844-867-2338 or downloading the Workwell, TX mobile app.** If you are injured and it is an emergency, you should seek treatment at the nearest medical care facility. Emergency care does not require preapproval.

### **401(k)**

All full-time and part-time employees that are at least 18 years of age are eligible to participate in Helping Restore Ability's 401(k) plan after they have completed 12 months of employment and worked at least 1000 hours. Entry dates are quarterly after eligibility is met. Human Resources will send out information when eligibility requirements are met.

Helping Restore Ability will match 100% of the employee's first 4% of salary deferral into the plan.

### **Retention Program**

The Retention Bonus Program was established to enhance retention of Helping Restore Ability employees. It is paid out in intervals, at the end of the first full month of employment (\$50.00), six months of employment (\$250.00) and at one year of employment (\$250.00).

The employee must be actively working and not have any disciplinary actions. If all criteria are met, the Retention Bonus will be paid to the employee following the employee's completion of the above-mentioned dates.

### **Recruitment Bonus Program**

Our employees are our greatest source of new talent. The Recruitment Bonus is paid out in intervals, at the end of the first full month of employment (\$50.00), six months of employment (\$250.00) and at one year of employment (\$250.00).

- Refer an applicant to Helping Restore Ability.
- Ensure that HR is notified of the referral by having the applicant complete the bottom section of the application cover sheet with your name as the referring party.
- Referred applicant is hired and matched with a client to provide services.

- Referred employee remains employed.
- Employee is not subject to current or pending disciplinary action.
- Referring employee is not subject to current or pending disciplinary action.

If all criteria are met, the Recruitment Bonus will be paid to the Referring Employee following the Referred Employee's completion of the above-mentioned dates. There is no limit to the number of Attendants you can recruit to work for the agency. Each referral that meets established criteria will earn you a Recruitment Bonus.

## Helping Restore Ability's Scholarship Program

Every Fall and Spring semester, Helping Restore Ability offers an educational scholarship to an agency employee that covers the cost of tuition, not to exceed \$600, at an accredited university or junior college. Applications are accepted throughout the year.

### Comment:

- (1) **Qualification Requirements** – To qualify, an employee must meet the following requirements:
  - a. Be accepted at an accredited university or junior college and plan to pursue a degree.
  - b. Have a minimum GPA of 2.50. Transcripts from all colleges attended must be submitted. If employee has never attended a university or college, the employee is to submit a copy of his/her high school diploma or GED.
  - c. Be an active employee of Helping Restore Ability with at least one year of service with the agency.
  - d. Have completed at least 1,040 hours of work at Helping Restore Ability the 12-month period preceding the scholarship application.
  - e. Submit a letter of recommendation from his/her current supervisor.
  - f. Attach a brief personal essay telling us about yourself and why you believe you should be a recipient of this scholarship. *Please do not exceed two pages double spaced.*
- (2) **Scholarship Award** – Each scholarship award will be paid by check payable to the accredited university or junior college that the student will be attending during the upcoming semester. The check will be issued by Helping Restore Ability and mailed directly to the accredited university or junior college for tuition and books, not to exceed \$600.00.
- (3) **Dropping Class or Termination of Employment** – If the employee drops the class or is terminated for reasons other than a reduction in workforce before completion of the course(s), the employee agrees that Helping Restore Ability may deduct money from his/her pay for the scholarship amount granted by the agency. The agency intends to abide by all applicable federal and Texas wage and hour laws and if the employee believes that any such law has not been followed, the employee has the right to file a wage claim with appropriate Texas and federal agencies.
- (4) **Scholarship Application** – Employees interested in applying for this benefit may obtain a Scholarship Application from Helping Restore Ability's Human Resources Department by calling 817-469-1977 and pressing 3 for the Human Resources Department. Form should be completed and returned to Human Resources.
- (5) **Human Resources will reach out to applicants to inform if the scholarship has been granted.**



**HELPING RESTORE ABILITY**  
A Non Profit Serving Texans with Disabilities

## **EMPLOYEE STATEMENT OF ACKNOWLEDGMENT**

### **Employee Policy Manual**

This is to acknowledge that I have received a copy of Helping Restore Ability's Attendant Policy Manual. I understand that it provides guidelines and summary information about HRA's personnel policies, procedures, benefits, and rules of conduct. I also understand that it is my responsibility to read, understand, become familiar with, and comply with the standards that have been established. I further understand that HRA reserves the right to modify, supplement, rescind, or revise any provision, benefit, or policy from time to time, with or without notice, as it deems necessary or appropriate.

I also acknowledge that both HRA and I have the right to terminate the employment relationship at any time, with or without cause or advance notice, and that this employment at will relationship will remain in effect throughout my employment with HRA unless it is specifically modified by an express written agreement signed by me and the CEO of HRA.

I further acknowledge that this employment at will relationship may not be modified by any oral or implied agreement.

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*Attendant Print Name*

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*Attendant Signature*

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*Date*

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*Agency Representative Print Name*

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*Agency Representative Signature*

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*Date*