

**D & M CONSULTANTS, INC.**

**EMPLOYEE HANDBOOK**

2008

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**INTRODUCTION**

This Employee Handbook contains information on personnel policies, procedures and employee benefits. If you have questions about these policies or related procedures, please ask your Manager or Human Resources for clarification.

This Employee Handbook replaces all earlier manuals or policy handbooks, which may have preceded this manual. The information contained in this Handbook is subject to change without notice. Amendments to this Handbook may be made from time to time by management. As revisions are made, they will be distributed with effective dates. Revised pages are to be inserted in the handbook, replacing the outdated policy.

No statement in this Handbook or oral statement made pertaining to this Handbook is intended to create or to constitute a promise of continued employment, or an employment agreement or contract. D & M is an At-will Employer.

**Manual Changes and Waivers**

I understand that this Handbook is the property of D & M, Inc. I also know that the policies and benefits described are conditions of employment but do not constitute an express or implied contract between D & M and myself. I also understand that D & M reserves the unilateral right to add, delete or amend D & M policies and benefits at any time. I understand that previous editions of D & M'S Employee Handbook are now obsolete. I have read the current Handbook and have been provided an opportunity to pose questions regarding its contents. I agree to comply with all of the terms and conditions set forth in the Employee Handbook. I also understand that I have no reasonable expectation to believe these policies will remain unchanged. Further, I agree to return the Handbook to D & M upon my voluntary or involuntary termination. I understand that if the Handbook is not returned, a \$3 replacement fee will be deducted from my last paycheck.

\_\_\_\_\_  
**Employee Name (please print)**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

**1.1 At Will Employment**

I understand that the nature of my employment relationship is “at-will.” This means that at the sole discretion of either D & M or myself, my employment may be terminated with or without cause and with or without notice. I acknowledge that the personnel practices, including the right to hire, transfer, suspend or terminate, to relieve Employees from duty and to maintain discipline and efficiency of Employees, rest exclusively in the sole discretion of D & M. I understand that D & M may introduce new policies, procedures and job requirements as Employer priorities, interests and needs dictate. I have been advised that nothing in this Handbook operates to change the status of my employment relationship from at-will to any other status. I understand that all disciplinary provisions in this Handbook are advisory, and that D & M, Inc. does not have a progressive discipline policy. I understand that any agreement to change my Employee status from an at-will employment status must be in writing and signed by the Administrative Office of the organization. Any other purported changes in the at-will nature of my employment relationship are without any effect. I acknowledge and certify that no oral statements or promises of employment beyond the at-will policy of D & M were made prior to, or relied upon by me prior to hire.

**1.2 Equal Employment Opportunity**

This organization subscribes to a policy of equal employment opportunities and will maintain and conduct all practices relating to recruitment, hiring, discipline and other terms and conditions of employment in a manner which does not discriminate on the basis of race, color, religion, national origin, age, sex, disability, marital status, height, weight or veteran status.

Under Michigan law, a person with a disability needing accommodations for employment must notify D & M in writing within 182 days after the need is known or reasonably should have been known. Failure to notify D & M may result in a loss of your rights. Should you have any questions or concerns on your rights, please contact the Chief Human Resources Officer immediately in writing.

This organization will not discriminate against persons with disabilities in regard to any employment practices or terms, conditions and privileges of employment. This prohibition covers all aspects of the employment process.

If you are a person with a covered disability as defined by law, we will make reasonable accommodations available to you. Please notify the Manager or the Chief Human Resources Officer.

**1.3 Classifications and Definitions**

Full-time Employee –	Employee working a minimum of 32 hours on a regularly scheduled basis.
Part-time Employee -	Employee working less than 32 hours on a regularly scheduled basis.
Non-Exempt -	Employee who by law is to be paid overtime pay at 1 ½ times their regular pay for hours worked over 40 in a work week.
Exempt -	Employee who by law is not required to be paid overtime pay at 1 ½ times their pay for hours worked over 40 in a work week.
Volunteer-	Individual who performs work assignments at a facility, office and/or program site and does not receive compensation.
Temporary Employee -	An employee who is hired for a specified, limited time period. Temporary employees are not eligible for company benefits.
Temporary Assignment -	A current employee who temporarily fills a vacant position. Temporary assignments must be approved in advance by the Chief Human Resources Officer.
Contract Employee -	Contract employees are employees of another firm, or individuals contracted to provide professional assistance and are compensated on a fee for service basis. Contract employees are not eligible for company benefits.
Companion -	A contract employee.
Relatives –	Relatives include a spouse, parent, parent-in-law, child, grandparent, grandchild, sister, brother, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, cousin.
Personal Relationships –	A personal relationship includes, but is not limited to the following activities: dating, sharing the same household or other activities that may give rise to an inherent subjectivity or conflict of interest.
Company/Employer -	D & M CONSULTANTS, INC.
Persons served -	A persons served is a client, persons served, member or any individual that the company provides services to.
PRN -	An employee who fills open positions on an as needed basis. The PRN staff can refuse hours; however, after the PRN staff has not worked hours within 30 days, D & M will assume the staff has voluntarily resigned.

#### **1.4 Management Rights**

D & M expressly retains and reserves the right to operate its business as it determines advisable in its sole discretion. This includes, but is not limited to, the following rights:

- Hire, fire, suspend and otherwise apply discipline to its employees, as the employer, in its sole discretion deems advisable, to ensure services.
- To determine the work hours of employees, reduce work hours, transfer employees, determine type and location of assignments, to lay-off employees and to reduce the work force as necessary to ensure services as the employer in its sole discretion deems fit.
- To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of equipment to be used and discontinuance of any services or methods of operations.

An annual disclosure statement (submitted to Human Resources is required by all affected employees) that notes any conflict of interest, ownership interest, or immediate family ownership interest with Corporate Vendors, Funding Sources or any other contracted services. Violation of this annual requirement may result in discipline including discharge.

#### **1.5 Recruiting and Hiring**

D & M believes that hiring qualified individuals to fill open positions contributes to the overall strategic plan and success of our agency. Each employee is hired with the expectation that they will make a significant contribution to D & M. To ensure we hire the most qualified candidates we have established this policy to guide the recruitment and hiring process.

Each applicant must complete an application/submit a resume to apply for the position. The Hiring Manager will screen applications/resumes and schedule interviews with the appropriate candidates based on the minimum requirements. If resume was submitted, an application must be completed during the initial interview including the Voluntary Self-Identification Form. An application log will be maintained for each open position, which includes information of each candidate scheduled for an interview. The application log will remain on file for the length of time required by law. All interviews will be conducted using the Interview Guide. When possible include persons served and/or staff in the interview.

The candidate of interest must sign the Reference Request Form. There must be 2-3 professional references completed. If unable to complete the required professional references, personal references may be obtained. If the references received are acceptable and the minimum requirements are met, a conditional job offer can be processed.

##### **1.5.1 Job Descriptions**

Upon application Employees will receive a job description describing the following:

- job title and classification
- title of immediate manager
- summary of position responsibilities
- qualifications necessary for the position
- essential functions of the position

Any job description distributed by D & M is not inclusive of all duties that the Employee will be required to perform. D & M expressly reserves the right to change the responsibilities and duties at its sole discretion. The job description may be changed orally by D & M, and D & M need not provide a new written job description.

Upon hire, the job description shall be signed by the Employee to indicate acceptance and knowledge of the responsibilities of the position and the understanding that at which time the employee is unable to

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## SECTION 1: RECRUITMENT AND EMPLOYMENT

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perform the duties for any reason, the employee will be removed and action taken based upon policy and procedure. The signed job description shall be placed in the Employee's personnel file at the office with a copy provided to the Employee.

### 1.5.2 Personnel Requisitions

Personnel requisitions must be completed when requesting Human Resources assistance in filling an open position. The requisition must indicate the position, hours, shift, status, reason for opening and any special recruitment suggestions or instructions.

### 1.5.3 Advertising

Open positions are advertised externally based upon need and budget. Human Resources will direct the process and approve external advertising.

### 1.5.4 Job Posting

All regular exempt and non-exempt positions may be posted on employee bulletin boards and or in a general area that all employees are likely to frequent. Each posting is to remain open for internal applicants for a period of 5 business days.

### 1.5.5 Promotions/Transfers

It is the policy of D & M that, as the organization continues to expand and grow, it will endeavor to fill new job opportunities from among existing Employees, (in D & M'S sole judgment) providing the employee has been in their current position at least 6 months and is fully qualified for the position. Should an Employee wish to be considered for a promotion, he or she should notify his or her manager in writing.

The following characteristics will be evaluated for purposes of considering eligibility for promotion or reassignment: experience, qualifications, skills, abilities, education, seniority, attendance, willingness to accept assignments, dependability, quantity and quality of work accomplished and other characteristics as deemed appropriate by D & M.

D & M reserves the right to hire outside its current staff if, in the sole judgment of D & M, persons from outside the present Employees are more suitable or qualified.

### 1.5.6 Rehire

Request to rehire previously employed applicants must be submitted in writing to the Human Resources Department. The request will include the position the applicant held and the Manager the applicant worked with at the time their employment ended. A determination as to eligibility for rehire will be based on the information in the applicant's personnel file, their reason for leaving, disciplinary action records and performance reviews.

If an applicant is approved for rehire, they must comply with all pre-employment and post-offer requirements. Applicants that are rehired will be hired at the current starting wage and will be considered a new employee as it relates to benefits including paid time off.

### 1.5.7 Background and Clearances

It is the policy of D & M, Inc. to conduct the following checks and clearances upon hire: Criminal History Record Check, Drivers License Record Check, Education Record Check (High School Diploma/College Transcripts),OIG check, previous Employment Record Check, Recipient Rights Record Check. This is not an all inclusive list, but represents the general group of checks that will occur during the post-offer process. Additionally bi-annual checks will be processed in October and April of each year for Criminal History and Driving Record Checks.

**1.6 Staff Credentialing and Privileging**

It is the policy of D & M at hire and annually thereafter, to verify appropriate licensure, status of license, quality of work/services provided, required on-going education/training (CEU's and in-house) of professional staff. This process will apply to all professional staff and any other licensed, registered or certified staff. It is a job requirement that employees maintain their licenses and certifications and supply copies of these for the HR file.

**1.7 Employment of Relatives/Personal Relationships**

Effective January 1, 2007 the employment of relatives in the same program is prohibited. The current situations where this occurs will be adjusted to ensure that direct supervision of a relative does not occur.

Employees will not be permitted to work in positions where relatives will influence, or be influenced by, decisions affecting work assignments, responsibilities, salary, promotion or other career matters. Employees will not be permitted to work in the same program as a relative. Managers who seek to hire, transfer or promote their own relatives must obtain prior written approval from the Director of Program and Chief Human Resources Officer.

Individuals who are related to a Persons served, to whom services are provided, will not be hired without written approval from the State and/or the Persons served Individual Support Team.

D & M reserves the right to use its sole discretion in hiring, assigning or transferring employees who have personal relationships or are related to co-workers. D & M will take action that is fair and equitable to eliminate any direct reporting or management relationship between Employees who are involved in a personal relationship. Finally, D & M may change the placement of relatives and individuals involved in a personal relationship regardless of whether there is a direct reporting or management relationship that actually or potentially interferes with the Employees' job performance.

An annual disclosure statement (submitted to Human Resources is required by all affected employees) that notes any conflict of interest, ownership interest or immediate family ownership interest with Corporate Vendors, Funding Sources or any other contracted services. Violation of this annual requirement may result in discipline including discharge.

Note: see the definitions section to define relatives and personal relationships

**1.8 Performance Reviews/Assessments**

D & M regularly reviews the work of company employees to assist them in providing quality services in all D & M programs. The purpose of the review is to ensure that each employee knows what the company expects and what the service standards are for the individual program. In this way, each employee can contribute to maintaining quality services for persons served.

Performance reviews examine the employee's work through a complete review of the employee's job description, training records, program standards, commendations and any disciplinary actions and corrective action plans. This method of review provides each employee with a comprehensive picture of his or her work performance on an annual basis.

Performance reviews will be conducted at the end of 90 days, 6 months, 1 year and annually thereafter. Performance reviews shall be conducted prior to promotion or transfer. Additional performance reviews may be completed at any time at the discretion of management.

Performance reviews are not subject to the grievance process. Employees may submit a written objection or response to the performance review that will be included in the personnel file with the performance review.

**1.9 Other Employment**

Managerial-level Employees are not permitted to perform any services or have any interest or involvement, either

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## SECTION 1: RECRUITMENT AND EMPLOYMENT

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directly or indirectly, in any other business which resembles or competes with that of D & M, without express written approval from the Administrative Office. If an Employee violates this policy, the employee will be terminated.

Employees that do not hold Managerial-level positions are allowed to have other employment. Any other employment must not interfere with the Employee's ability to perform the work assigned by D & M.

### 1.10 Separation from Employment

Employment may be terminated at any time, by either the company or the employee. Employment is not guaranteed for a specific period of time.

Employees who voluntarily resign are expected to notify the company in writing of their resignation. In order to be eligible for payment of accrued paid time off non-administrative employees must give two (2) weeks notice and administrative employees must give at least four (4) weeks notice.

Employees who do not report to work or notify their manager for two scheduled shifts will be considered to have voluntarily resigned. D & M will send a notice of separation to the employee's home.

Former employees who left the company in good standing may apply for re-employment. All rehires shall be reviewed and approved by the Chief Human Resources Officer.

Prior to the last day of employment, all staff members leaving the company must complete the following and a management separation form must be completed for all Salaried employees:

- A. All company equipment and materials should be returned to the Employee's Manager
- B. All keys should be turned in to the Employee's Manager
- C. All reports/records completed and submitted to the Employee's Manager
- D. Timesheet/Timecard period signed and submitted to the Employee's Manager
- E. Mileage or any other reimbursement request submitted to the Employee's Manager
- F. A current or forwarding address submitted to the Employee's Manager
- G. All outstanding reimbursement requests must be settled prior to the last day of employment, but not later than five working days thereafter.
- H. An exit interview will be conducted by the Administrative Office.
- I. Return Employee Handbook

Final paychecks will be mailed to the employee's home, pending management discretion. After leaving the agency, an exit questionnaire will be sent to the employee's address on record with a return envelope. This feedback is valuable to the agency.

All staff members may request a copy, in writing, of their personnel file, or a copy of their certifications. The cost to copy the file or certifications will be ten cents per page.

### 1.11 Workforce Reduction

When elimination of positions or reduction in hours becomes necessary due to changes in funding, lack of work, low persons served population or other circumstances, reductions will be made in the most expendable positions to the overall operation of the company. The Administrative Office shall determine the specific position reductions.

All employees who are laid off will receive their accrued paid time off.

Recall from workforce reduction will be based on the employee's standing. The Employee's standing is defined as their work performance. Notification of recall will be by registered mail. Employees being recalled will have three (3) working days to respond. If he or she does not respond or does not report to work at the specific time, he or she will be considered to have voluntarily resigned.

## **2.0 Compensation**

The Chief Human Resources Officer in consultation with the Administrative Office, Management Team and the Chief Financial Officer is responsible for the continuing internal review of all compensation, and for ensuring that each position is evaluated and assigned a salary range. The review shall consider whether compensation accurately and fairly reflects the duties of each employee's position.

The Chief Human Resources Officer shall, when appropriate, participate in or conduct compensation surveys with other companies providing similar services. This and other available information shall be used to help in making compensation decisions.

Employees shall receive compensation in accordance with the provisions set by D & M'S Management. It is D & M'S policy to pay compensation that is nondiscriminatory and competitive. All compensation policy decisions will take into consideration the company's overall financial status.

### **2.1 Time Sheets/Time Cards**

Time sheets are vouchers for payment and must, by law, be accurate reports of time at work. Inaccuracies or falsification may be cause for disciplinary action, up to and including immediate termination.

The purpose of the time sheet/time card is to ensure an accurate record of all hours that an Employee works. It is company policy that all work performed by Employees is to be performed while the Employee is "on the clock". In order for Employees to receive the correct payment of wages, they are required to punch/sign in and out on their own time sheet or time card, according to their assigned schedule.

No Employee is allowed to punch/sign another Employee's time sheet or time card. No Employee is allowed to complete a time sheet or time card for another Employee. No Employee is allowed to pre-fill their timesheet. These occurrences may be cause for disciplinary action, up to and including immediate termination.

Employee time sheets or time cards must be signed by the Employee and submitted weekly or bi-weekly according to the pay schedule. Employee's signature on a time sheet or time card is certification that the hours reported, including overtime are accurate. The Employee must report any discrepancies or inaccuracies in hours worked or amount of pay within four (4) weeks of receiving their pay. The Employee will submit completed time sheets or time cards to the Manager. The Manager will verify time sheets or time cards by comparing to the schedule posted in the program.

The pay period is based upon a 14 day work period beginning at 12:00 am on Sunday and ending at 11:59 pm on Saturday and will consist of two (2) 40 hour work weeks.

### **2.2 Overtime**

On occasion employees may be required to work overtime. When properly authorized, overtime will be paid at 1 ½ times the regular rate of pay for any full or part time hourly, non-exempt Employee working more than 40 hours in one (1) week. All overtime must be pre-approved by the Manager in writing. However, the following exceptions may apply:

- A. If staff must remain on duty when another is tardy
- B. If staff works for someone who calls in sick
- C. If staff must work overtime due to an emergency

An employee working overtime in a program other than their "base" program must get prior approval from both their base Manager and the Manager of the program where they will work the overtime hours. Overtime must be noted on the program schedule and time sheet/time card and initialed by the Manager who is responsible for paying the overtime. Any employee working unauthorized overtime will be subject to disciplinary action.

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## **SECTION 2: COMPENSATION**

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An employee who works overtime on a holiday will not be paid holiday pay in addition to the overtime rate.

Employees are expected to work overtime when scheduled or requested. This is a condition of employment. Management will endeavor to give at least 24 hours notice whenever possible. All Employees are expected to work a reasonable amount of overtime including holidays and weekends on less than 24 hour notice when requested.

### **2.3 Payroll Deductions/Garnishments**

Voluntary payroll deductions for health insurance, tax deferred annuity, direct deposit, and/or supplemental benefits are made based on the employee's approval and receipt of a signed authorization form.

To elect or change voluntary payroll deductions, an employee must notify Human Resources at least two (2) weeks prior to the change taking effect. Restrictions may apply to changes and must be reviewed by Human Resources before they can be processed.

A Legal Document log will be maintained at the Administrative Office to ensure confidentiality, ensure compliance with the procedure and that appropriate company officials are notified to take action as outlined in the procedure.

### **2.4 Payroll Adjustments/Manual Check Requests**

All payroll adjustments will be made no later than the next scheduled pay date. Payroll adjustments due to accounting errors totaling under \$75.00 will be corrected in the next scheduled pay date. Manual check requests may be processed for accounting errors totaling over \$75.01. Payroll adjustments due to late timesheets or timecards and incorrect reporting will be corrected on the next scheduled pay date.

Manual check requests will be submitted to Safeguard Accounting with the appropriate supporting documentation. Manual checks are printed on a weekly basis and are available for distribution on Fridays.

In the case of loss or theft, the company will attempt to stop payment on the check and reissue a new one to the employee. However, the employee is solely responsible for any monetary loss, and may be required to pay a stop payment fee. The company will not be responsible for the loss or theft of a paycheck once it is in the employee's possession.

### **2.5 Payment Upon Separation of Employment**

Upon separation of employment, employees are eligible for pay of all earned wages and expenses. Employees may be eligible for pay of accrued paid time off, provided that proper written notice of voluntary resignation is given in accordance to company policy. If proper notice is not provided or if the company terminates employment, accrued paid time off will be forfeited.

Deductions will be taken from the final paycheck for any outstanding debts owed to the company to include but not limited to premium for benefit coverage, advances, bill for personal phone calls, expenses from unauthorized use of company credit cards, loss or damage to company property, etc.

Final paychecks will be mailed to the employee's last address on file.

### **2.6 Mileage Reimbursement**

The company will reimburse employees for automobile mileage when personal vehicles are authorized for work related use, at a rate to be determined annually.

Only those miles in excess of the miles normally driven to work and back qualify for reimbursement. Requests for reimbursement must be submitted to the Employee's Manager, on a mileage report provided by the agency, in order to be valid.

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## SECTION 2: COMPENSATION

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The mileage report must be submitted at least monthly, and no more than twice a month. Failure to submit the mileage report in a timely manner will render the form void and eliminate payment for mileage.

Any expenses for parking (not to include parking or traffic tickets) while at a job site or on company business will be reimbursed. In order to effect reimbursement, the amount of the fee must be included on the mileage form in the "other" column, and the receipt stapled to the back of the form.

***Reimbursement for personal automobile use must be authorized in advance by the Manager. If a company owned vehicle is available but the employee chooses not to use it, the employee will not be eligible for reimbursement.***

### 2.7 Expense Reimbursement

The company will reimburse employees who are authorized in connection with the performance of their work for reasonable and customary expenses when supported by a written expense report explaining the business purpose. The following additional criteria must be met:

- A. All expenses (travel and otherwise) must be approved in advance by the Administrative Office
- B. Expenses must be reasonable and reflective of the Employee's effort to be cost conscious
- C. All expenses must be reported on the standard expense report form and supported by original receipts.
- D. The expense report detail section must carry sufficient explanation to indicate the business nature of all expenditures, (i.e. the names of persons met with/sites visited, exact detail of meeting/site visit, etc.)
- E. All air travel will be coach class. Per diem travel expenses have been set and are available to all Employees that travel for business. All travel arrangements are to be made via the Administrative Office.
- F. The cost of meals with other Employees will not be reimbursed unless traveling out of town overnight. Personal expenses on hotel bills are not reimbursable (e.g., pay movies, personal telephone calls, etc.)
- G. All Expense reimbursements must be submitted by the 15<sup>th</sup> of each month.

Failure to substantiate a bona fide business purpose for such expenditures or provide original receipts could result in the items being considered ineligible by the IRS.

Documentation detailing business purpose must substantiate expenditure for meals/expenses by providing the following information:

- A. Date, place, city and description (e.g. lunch/dinner; lunch/dinner meeting with X, etc.)
- B. Name(s), company affiliation(s), title(s) of persons attending
- C. Business purpose (business discussed)
- D. Amount spent (attach receipt)

Each expense report will be reviewed and must be approved by the Administrative Office.

### 2.8 Company Credit Cards

Company credit cards are the property of D & M and are to be used only for company business. All receipts must be submitted to the Administrative Office by the 20<sup>th</sup> of each month with Manager's signature. All receipts must be itemized on the correct report/form.

Any falsification, unauthorized use, or misuse may result in disciplinary action up to and including immediate termination.

Credit cards are to be kept in a secured place at all times. Theft or loss of a company credit card must be reported to the Administrative Office immediately.

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**SECTION 2: COMPENSATION**

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Upon separation of employment, credit cards must be returned to the Administrative Office prior to the last day of work.

All expenses incurred must be submitted for reimbursement no later than 30 DAYS from the date of the expense.

**2.9 Top Out Compensation**

Employees who have reached the top of the wage scale for the position they hold, will be eligible for a quarterly top out pay. To receive the top out compensation, an employee must be active at the time of each quarterly payment.

Salaried employee's top out pay will be calculated utilizing their evaluation score and the projected hours worked for the current year. Salaried employees projected hours remain the same based on their classification and the DOL standard of 2080 hours per year.

Hourly employee's top out pay will be calculated utilizing their evaluation score and the actual hours worked in the previous year. (The 12 months immediately preceding the evaluation date)

The top out pay will be divided in quarterly payments and the Manager will need to submit the payments each quarter for each employee affected.

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**SECTION 3: EMPLOYEE BENEFITS**

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**3.0 Employee Benefits**

All employees classified as full-time may be eligible to participate in the company's group health care plan. Full time employees will be eligible to enroll in the health care plan after completion of the waiting period. Health insurance will become effective on the first day of the month following the month during which the employee completes the waiting period.

Full time eligible employees have a range of options available to build an individualized benefit program for themselves and their dependents. The options include:

Medical Insurance with various plan options, Dental Insurance, Vision Insurance, Life Insurance, Accidental Death and Dismemberment and Short Term Disability

All benefits provided by the company are described in official documents that are available from the Chief Administrative Support Officer.

Full time employees are those that regularly work a minimum of 32 hours per week. An employee must work full time for three (3) consecutive months to qualify for participation in the health care plan. Employees may be required to pay a portion of their health insurance premiums or other benefits depending on their respective site's funding source.

An employee currently participating in the health care plan who works for one consecutive month at less than 32 hours weekly and 64 hours per pay period will lose their eligibility to participate in the plan.

Employees who are no longer eligible to participate in the health care plan will be provided an opportunity to continue health care coverage under COBRA. (Consolidated Omnibus Budget Reconciliation Act of 1985). This act allows employees to continue coverage after they have experienced a qualifying event.

The company reserves the right to modify, amend or terminate its health care plan.

### **3.1 Tax Deferred Annuity**

Full time and part time employees may be eligible to participate in an individual tax deferred annuity by making their own contribution through payroll deduction. Payroll deductions made to the TDA plan are pre-tax deductions from the employee's gross income. To enroll, make changes or terminate participation in the TDA plan, the employee must contact Human Resources for assistance.

### **3.2 Employee Assistance Services**

A confidential employee counseling and referral program through an independent agency is available free of charge to all employees. This service is designated to help employees with personal problems.

The counseling of employees in the employee assistance program will be held in confidence, in accordance with applicable state and federal law. D & M shall not have access to any identifying information on who has used or is involved with the employee assistance program, without written permission of the individual.

The EAS is in place to provide early identification of personal problems, motivate employees toward resolution of their problems and refer them to other resources when and if necessary.

### **3.3 Employee Development and Training**

D & M is committed to ongoing development of employees, utilizing all available resources to enhance and improve services to its persons served.

Attendance at conferences, related to professional growth, may be granted at the discretion of the Administrative Office. Conference registration fees and additional costs may be subsidized by the company, contingent upon availability of funds. If an Employee does not attend a conference or training session, paid by the company, the employee will be responsible for reimbursement of the actual costs to D & M through direct payroll deduction.

The employee understands that the company invests its time, resources and funds in training and enhancing the job skills of the employee. If the employee chooses to terminate their employment within the first year, the employee will be responsible for the cost of training. The cost of the training will be deducted from the employee's last paycheck.

A requirement for continued employment is the completion of State sponsored in-service training within the catchments area of the site. An Employee who fails to complete training modules following two (2) registrations may be subject to termination for failure to meet employment requirements. An Employee must satisfactorily complete yearly requirements as a prerequisite to continued employment.

All Employees are required to meet training requirements as specified in the Training Manual or Contract Requirements under the direction of their Manager. D & M staff will be presented with a Training curriculum, which must be satisfactorily completed. The Manager or designee will be responsible for evaluation of the Employee's progress and completion of the training.

The Funding Sources' policy will apply fines to the agency if an Employee's behavior is unacceptable during training. The fines are administered and applied as defined by the Funding Source and/or its Representative. If the Agency is fined, the Employee will be responsible for the amount of the fine, which will be deducted from the Employee's paycheck.

If the event an Employee makes an error in an area that training has been received, the Employee may be required to retake the training course. After retraining has occurred, continued errors will result in termination of employment.

Employees are required to attend regular staff meetings and in-service training. Compensation for these sessions

will be included in weekly totals for the purpose of computing overtime. If an Employee is unable to attend a staff meeting or training session, the Manager must be notified in advance. Frequent absences or tardiness from meetings will result in disciplinary action. Staff meeting attendance and in-service training equates with scheduled work requirements. Irregularities are subject to the same disciplinary procedures.

### **3.4 Paid Time Off**

PTO is a benefit given to eligible full and part time employees and is provided annually from January to December. PRN employees do not accrue PTO. PTO may be used for vacation, sick days, personal business, etc. Staffing shortage or program constraints (especially during holiday time) may prohibit approval of paid time off requests and/or payout requests.

PTO is accrued on a monthly basis. There will be no payouts of unused time at the end of the employment year and no carry-over of days from year to year. However, payouts will be permitted during the employment year with a maximum of 20 hours paid out per quarter, per employee. Payouts will be considered as PTO Requests, in that the employee will be required to provide notice as if the request was for time off. PTO Requests must be approved by the employee's direct Manager and submitted to the Administrative Office for tracking purposes. The Administrative Office will notify the Manager if the employee's request exceeds the amount of PTO accrued and available at the time of their request.

Paid Time Off will run concurrent with all Leave of Absences and other time away from work.

### **3.5 Holidays**

All Employees are eligible to receive holiday pay. To receive holiday pay the employee is required to work the regularly scheduled hours on the holiday, in addition to their scheduled shift before and after the holiday.

Should an employee wish to observe a holiday, not listed in the addendum expressly for Religious reasons, the Employee may do so unpaid, or using paid time off and by scheduling in advance with his/her Manager.

Because of D & M'S commitment to provide 24-hour services for Persons served, many categories of Employees must report to work on an observed holiday. If scheduling necessitates an hourly Employee to work on a holiday, the Employee will receive one and one-half (1 ½) times their regular rate of pay for each hour worked. An employee who works overtime on a holiday will not be paid holiday pay above the overtime rate.

Salaried employees and administrative employees at office sites who would regularly be scheduled to work are paid at their regular rate for their regularly scheduled number of hours. In the event that a holiday falls on a weekend, the day recognized as a holiday for salaried and administrative employees will be determined by the Administrative Office.

All holidays are for 24 hours, from 12:00 am midnight to 11:59 pm. For a listing of recognized holidays, see the attached addendum.

### **3.6 Bereavement**

In the event of a death in the immediate family of any full time employee (spouse, child, father, mother, sister, brother, grandparents, mother-in-law, father-in-law, son-in-law and daughter-in-law), the Employee will be entitled to up to a maximum of three (3) days off if days of bereavement fall on regularly scheduled work days. A funeral home card signed with the relationship noted must be submitted to the employee's Manager.

#### **4.0 Employee Conduct**

Rules and regulations regarding employee behavior are necessary for efficient business operations. Employees are expected at all times to conduct themselves in a professional manner with fellow Employees, Persons served, Representatives from other Companies, Consultants, Parents, Visitors and any other person(s) with whom he or she may come into contact with.

Any behavior or conduct which thwarts, impedes, or impairs the operations, Code of Ethics, and goals of the Company or the welfare of the Persons served in any way, is prohibited. This includes but is not limited to:

- A. Failure to report to work without notifying the Manager
- B. Excessive absences and tardiness
- C. Leaving shift early, job abandonment
- D. Insubordination
- E. Use of abusive or threatening language toward a persons served, co-worker, manager, etc.
- F. Misuse or destruction of company property or property belonging to a co-worker or person served.
- G. Sleeping on duty
- H. Harassment of any kind toward a co-worker, person served, manager, etc.
- I. Interfering with the work of other employees
- J. Disclosing confidential information without authorization, including discussions regarding ones own salary
- K. Falsifying, altering company documents or withholding information
- L. Lending or borrowing money or possessions to/from a persons served
- M. Creating or contributing to an unsafe environment
- N. Failure to adhere to safety rules and regulations
- O. Theft and Gambling
- P. Contributing to or spreading of malicious statements, gossip, etc.
- Q. Medication errors
- R. Unauthorized use of company phones, computers, internet access
- S. Improper completion of corporate documents/incomplete documentation
- T. Reading non-work related material while on duty

The above is not an all-inclusive list. The list represents behavior that is prohibited and any employee found to have committed any of the violations will receive discipline up to and including termination.

In addition, Employees are expected to act and perform within their authority as outlined within their job description or as otherwise designated by the Administrative Office.

An annual disclosure statement that notes any conflict of interest, ownership interest or immediate family ownership interest with Corporate Vendors, Funding Sources or any contracted services, is required to be submitted to Human Resources by all affected employees. Violation of this annual requirement may result in discipline including discharge.

#### **4.1 Whistleblower Policy**

A whistleblower as defined by this policy is an employee of D & M who reports an activity that he/she considers to be illegal or dishonest to one or more of the parties specified in this Policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities are violations of federal, state or local laws, billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact his/her immediate manager or the Chief Human Resources Officer. The employee must exercise sound judgment

to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Whistleblower protections are provided in two important areas -- confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. The Agency will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact the Chief Human Resources Officer immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

A person who alleges a violation of this act may bring a civil action for appropriate injunctive relief, or actual damages, within 90 days after the occurrence of the alleged violation. An employer is not required to compensate an employee for participation in an investigation, hearing or inquiry held by a public body in accordance with this Act.

All reports of illegal and dishonest activities will be promptly submitted to the Chief Human Resources Officer who is responsible for investigating and coordinating corrective action.

Employees with any questions regarding this policy should contact the Chief Human Resources Officer.

#### **4.2 Federal and Michigan False Claims Act**

This act prohibits fraud in the obtaining of benefits or payments in connection with the medical assistance program; to prohibit kickbacks or bribes in connection with the program; to prohibit conspiracies in obtaining benefits or payments; to authorize the attorney general to investigate alleged violations of this act; to provide for civil actions to recover money received by reason of fraudulent conduct; to prohibit retaliation; to provide for certain civil fines; and to prescribe remedies and penalties.

The False Claims Act applies when an agency or person:

- Knowingly presents (or causes to be presented) to the Federal Government a false or fraudulent claim for payment,
- Knowingly uses (or causes to be used) a false record or statement to get a claim paid by the Federal Government,
- Conspires with others to get a false or fraudulent claim paid by the Federal Government,
- Knowingly uses (or causes to be used) a false record or statement to conceal, avoid or decrease an obligation to pay or transmit money or property to the Federal Government.

The statute of limitations for suits under the False Claims Act is the later of: Within six years of the illegal conduct or within three years after the Government knows or should have known about the illegal conduct, but in no event later than ten years after the illegal activity.

A person who brings a False Claims Act (or qui tam) case is entitled to a proportional share of the funds that are recovered for the government. As a part of the process, the individual must provide the government with all of his or her information. If the government joins the case-the individual is usually entitled to 15-25% of recovered funds. If government does not join case-the individual is entitled to 25-30% of the recovered funds. This includes additional attorney fees.

If a person proceeds with an action after the attorney general declines, the court finds it to be frivolous, the court shall award prevailing defendant actual and reasonable attorneys fees and expenses and impose a civil fine of not more than \$10,000.00.

Anyone who lawfully acts to bring suit is protected from: termination, demotion, suspension, threats, harassment and discrimination. If violated, individual is entitled to reinstatement with seniority, double back pay, interest on back pay, compensation for discriminatory treatment and attorney's fees.

#### **4.3 Smoking and Eating**

Smoking and eating is restricted to designated areas only. This applies to both staff and persons served. Smoking and/or eating in undesignated areas may result in disciplinary action. Careless smoking and leaving cigarettes, pipes, or cigars unattended is strictly prohibited, and may result in disciplinary action. Smoking and/or eating is not permitted in company vehicles and in personal vehicles while transporting persons served. Bottled water with a cap is permitted.

#### **4.4 No Solicitation/No Distribution**

In the interest of efficiency and for the protection of the workplace, D & M has adopted the following policy concerning solicitation and distribution of materials by Employees and non-Employees.

There shall be no solicitation or distribution of materials by an Employee or Non-employee during the working time of the Employee or the working of the person(s) being solicited.

#### **4.5 Acceptance of Gifts and Loans**

Employees are strictly prohibited from accepting gifts of any kind from persons served for whom D & M provides care, family members, friends of persons served, or from individuals or organizations with which there is a direct business relationship. It must be made clear that compensation (of any type) for services rendered to the persons served is limited strictly to the financial agreement established in the Care Agreement, if applicable. Similarly, it must be made clear that D & M'S business decisions are made entirely on the basis of merit, as accurately as can be determined. If Employees receive a gift or are asked to accept a gift, they must report it immediately.

Employees are not permitted to borrow money from persons served, family members of persons served or friends of persons served under any circumstances.

Employees are not to commingle, borrow or pledge funds of a persons served. The possibility of imprisonment and/or a fine may occur based on Federal, State and local laws.

#### **4.6 Harassment**

D & M is committed to providing a work environment in which all employees are treated with respect and dignity. Each employee has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. D & M will work to ensure that the work environment is free from all forms of discrimination and conduct that can be considered harassing, coercive or disruptive. Harassment because of religion, race, color, national origin, gender, sexual orientation, age, height, weight, handicap, disability, marital status, pregnancy or any other legally protected status is unlawful and is prohibited by federal law and D & M will not tolerate such behavior.

#### **Equal Employment Opportunity**

It is the policy of D & M to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, age, disability, marital status, citizenship or any other characteristic protected by law. D & M prohibits any such discrimination or harassment.

**Retaliation Is Also Prohibited**

D & M encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of D & M to investigate such reports, providing a preliminary report within 3 business days and a final report within 7 business days. D & M prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

**Definitions of Harassment**

1. Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

2. Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that is degrading or shows hostility or distaste toward an individual because of his /her race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, citizenship or any other characteristic protected by law or that of his/her relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace.

**Individuals and Conduct Covered**

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to D & M (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

**Reporting an Incident of Harassment, Discrimination or Retaliation**

D & M encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with the Chief Human Resources Officer or go directly to the Equal Employment Opportunity Commission or any State Equal Opportunity Agency. See the Complaint Procedure described below.

In addition, D & M encourages individuals who believe they are being subjected to such conduct promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. D & M recognizes, however, that an individual may prefer to pursue the matter through informal or formal complaint procedures.

**Complaint Procedure*****Informal Procedure***

If for any reason an individual does not wish to address the offender directly, or if such action does not successfully end the offensive conduct, the individual should notify his/her immediate manager or the Chief Human Resources Officer who may, if the individual so requests, talk to the alleged offender on the individual's behalf. In addition, there may be instances in which an individual seeks only to discuss matters with one of the D & M designated representatives, and such discussion is encouraged.

An individual reporting harassment, discrimination or retaliation should be aware, however, that D & M may decide it is necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual. The best course of action in any case will depend on many factors and, therefore, the informal procedure will remain flexible. Moreover, the informal procedure is not a required first step for the reporting individual.

***Formal Procedure***

As noted above, individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with the Chief Human Resources Officer.

D & M encourages the prompt reporting of complaints or concerns in writing so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly by the Chief Human Resources Officer. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported in writing immediately and will be promptly investigated and addressed.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as D & M believes appropriate under the circumstances.

If a party to a discrimination and/or harassment complaint does not agree with its resolution that party may appeal to Administrative Office.

False and malicious complaints of harassment, discrimination or retaliation as opposed to complaints which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

**Conclusion**

D & M has developed this policy to ensure that all its employees can work in an environment free from harassment, discrimination and retaliation. D & M will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately.

Any employee who has any questions or concerns about these policies should talk with the Chief Human Resources Officer.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment.

The law and the policies of D & M prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and requisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

#### **4.7 Criminal Convictions and Criminal Charges**

It is the policy of D & M to conduct a criminal history record check on all Employees. Other state or federal agencies, including the FBI, may also be used where appropriate. Since this information is potentially not available until after an applicant has been conditionally hired and begun working, it may be necessary to conclude the good moral character assessment after the Employee starts work.

If D & M substantiates that the Employee provided incomplete, misleading, dishonest or false answers on the job application or during pre-hire interviews, the Employee will be terminated immediately.

Should a criminal history include information that indicates that the Employee is inappropriate to work with vulnerable adults, D & M will investigate the accuracy of the criminal history report and allow the Employee a reasonable amount of time to refute its accuracy. During the course of this investigation, D & M will suspend the Employee without pay until the matter is resolved to the sole satisfaction of D & M.

Employees who are convicted of a felony, a serious misdemeanor or any other serious crime, the nature of which implies that the Employee is incapable of performing his/her job with honesty, are subject to termination. Employees who are convicted of a crime that shows a lack of good moral character, as determined by the Legislature and/or the State administrative rules and policies on good moral character, are subject to termination.

An employee must notify their Manager, immediately, when they are charged with a crime or are notified that they are under investigation. The investigation or charge may be subject to suspension without pay or reassignment until the investigation or charge is resolved. If the charge is not conclusively resolved in the court system, D & M reserves the right to determine the Employee's continuation of employment with D & M, Inc. In addition, if the Employee is determined not to be guilty but trial publicity or knowledge among co-workers is such as to create a negative atmosphere, D & M reserves the right to terminate the Employee. Should the results of the investigation be unsubstantiated and the Employee is returned to the schedule, the Employee shall not receive retro-pay to the date that the Employee was suspended.

#### **Good Moral Character**

Effective April 1, 2006 this organization must comply with Public Act 27 and 29 of 2006. In brief summary, this state statute mandates the obtainment of extensive criminal history background information, including FBI fingerprinting, of all individuals who seek employment, independent contracting or clinical privileges in positions that provide "direct access" to the persons served by this company. "Direct Access" is defined as access to a patient or resident or to a patient or resident's property, financial information, medical records, treatment information or any other identifying information. This law supplements and reinforces this organization's long-standing policies relating to requisite good moral character and suitability to work with vulnerable adults. P.A. 27 and 29 of 2006 prohibits the following individuals with certain conviction histories from regularly providing direct services to persons served. A complete list appears at the end of this policy.

P.A. 27 and 29 of 2006 also prohibits the employment, independent contract or clinical privileges to individuals who have been the subject of a finding of not guilty by reason of insanity and findings of neglect, abuse or misappropriation of property by a state or federal agency pursuant to an investigation conducted in a skilled nursing facility. The criminal history background information mentioned in this policy will be obtained by this organization only after a written good faith offer of employment or contract has been extended. All workers covered under this

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**SECTION 4: EMPLOYEE CONDUCT**

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law must, as a condition of employment, execute any and all consent forms, acknowledgements and releases arising from compliance with P.A. 27 and 29 of 2006.

As a condition of continued employment, all direct access workers must immediately report to this organization any arraignment or conviction of one or more offenses that make them ineligible to work under P.A. 27 and 29 of 2006. As an additional condition of employment, all direct access workers must report to this organization if they have become the subject of an order or disposition finding of not guilty by reason of insanity. Similarly, workers are to report if they are the subject of a substantiated finding of neglect, abuse, or misappropriation of property by a state or federal agency pursuant to an investigation arising in a skilled nursing facility. The provision of false, incomplete or misleading information during the hiring and application process will result in refusal of work and/or termination. Under Michigan law, an individual who knowingly provides false information regarding his or her identity, criminal convictions or substantiated findings is guilty of a misdemeanor punishable by imprisonment for not more than 93 days or a fine of not more than \$500.00, or both.

An individual is prohibited from working in the covered long-term care settings if the individual satisfies one or more of the following:

- a. Has been convicted of a relevant crime described under 42 USC 1320a-7. This federal statute provides a mandatory exclusion for individuals who have been convicted of the following crimes:
  - conviction related to patient abuse.
  - felony conviction related to health care fraud.
  - felony conviction related to controlled substances.
  - conviction of a crime related to the delivery of an item or service.

This federal statute also provides a permissive exclusion for individuals who have been convicted of the following crimes:

- misdemeanor fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct.
  - conviction related to obstruction of an investigation.
  - misdemeanor conviction related to controlled substances.
- b. Has been convicted of:
    - any of the felonies listed below;
    - an attempt or conspiracy to commit a felony listed below or
    - a state or federal crime that is “similar” to the listed felonies (other than a felony for a relevant crime described under 42 USC 1320a-7).

If 15 years have lapsed since the individual completed all of the terms and conditions of his or her sentencing, parole, and probation for that conviction prior to the date of application for employment or clinical privileges or the date of the execution of the independent contract, then the individual is not prohibited from working in a covered long-term care setting.

**Felonies Requiring a 15-Year Lapse:**

- i. A felony involving cruelty or torture
- ii. A felony involving criminal sexual conduct.
- iii. A felony involving abuse or neglect.
- iv. A felony involving the use of a firearm or dangerous weapon.
- v. A felony involving the diversion or adulteration of a prescription drug or other medications.
- vi. A felony that involves the intent to cause death or serious impairment of a body function, that results in death or serious impairment of a body function that involves the use of force or violence, or that involves the threat of the use of force or violence.
- vii. A felony that involves vulnerable adult abuse under chapter XXA of the Michigan Penal Code, 1931 PA 328, MCL 750.145m to 750.145r.

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- c. Has been convicted of a felony or an attempt or conspiracy to commit a felony, other than a felony for a relevant crime described under 42 USC 1320a-7 or a felony described under subdivision (b), unless 10 years have lapsed since the individual completed all of the terms and conditions of his or her sentencing, parole, and probation for that conviction prior to the date of application for employment or clinical privileges or the date of the execution of the independent contract.
- d. Has been convicted of any of the following misdemeanors, other than a misdemeanor for a relevant crime described under 42 USC 1320a-7, or a state or federal crime that is substantially similar to the misdemeanors described in this subdivision, within the 10 years immediately preceding the date of application for employment or clinical privileges or the date of the execution of the independent contract:  
**Misdemeanor Convictions Requiring a 10-Year Lapse**
  - i. A misdemeanor involving abuse or neglect.
  - ii. A misdemeanor involving cruelty or torture unless otherwise provided under subdivision (e).
  - iii. A misdemeanor involving criminal sexual conduct.
  - iv. A misdemeanor that involves vulnerable adult abuse under chapter XXA of the Michigan Penal Code, 1931 PA 328, MCL 750.145m to 750.145r.
  - v. A misdemeanor involving the use of a firearm or dangerous weapon with the intent to injure, the use of a firearm or dangerous weapon that results in a personal injury, or a misdemeanor involving the use of force or
    - i. Violence or the threat of the use of force or violence.
- e. Has been convicted of any of the following misdemeanors, other than a misdemeanor for a relevant crime described under 42 USC 1320a-7, or a state or federal crime that is substantially similar to the misdemeanors described in this subdivision, within the 5 years immediately preceding the date of application for employment or clinical privileges or the date of the execution of the independent contract:

**Misdemeanor Convictions Requiring a 5-Year Lapse**

- i. A misdemeanor involving cruelty if committed by an individual who is less than 16 years of age.
  - ii. A misdemeanor involving home invasion.
  - iii. A misdemeanor involving embezzlement.
  - iv. A misdemeanor involving negligent homicide.
  - v. A misdemeanor involving larceny unless otherwise provided under subdivision (g).
  - vi. A misdemeanor of retail fraud in the second degree unless otherwise provided under subdivision (g).
  - vii. Any other misdemeanor involving assault, fraud, theft, or the possession or delivery of a controlled substance unless otherwise provided under subdivision (d), (f), or (g).
- f. Has been convicted of any of the following misdemeanors, other than a misdemeanor for a relevant crime described under 42 USC 1320a-7, or a state or federal crime that is substantially similar to the misdemeanors described in this subdivision, within the 3 years immediately preceding the date of application for employment or clinical privileges or the date of the execution of the independent contract:

**Misdemeanor Convictions Requiring a 3-Year Lapse**

- i. A misdemeanor for assault if there was no use of a firearm or dangerous weapon and no intent to commit murder or inflict great bodily injury.
  - ii. A misdemeanor of retail fraud in the third degree unless otherwise provided under subdivision (g).
  - iii. A misdemeanor under part 74 of the public health code, 1978 PA 368, MCL 333.7401 to 333.7461 relating to controlled substances, unless otherwise provided under subdivision (g).
- g. Has been convicted of any of the following misdemeanors, other than a misdemeanor for a relevant crime described under 42 USC 1320a-7, or a state or federal crime that is substantially similar to the misdemeanors described in this subdivision, within the year immediately preceding the date of application for employment or clinical privileges or the date of the execution of the independent contract:

**Misdemeanor Convictions Requiring a 1-Year Lapse**

- i. A misdemeanor under part 74 of the Public Health Code, 1978 PA 368, MCL 333.7401 to 333.7461 relating to controlled substances, if the individual, at the time of conviction, is under the age of 18.
  - ii. A misdemeanor for larceny or retail fraud in the second or third degree if the individual, at the time of conviction, is under the age of 16.
- h. Is the subject of an order or disposition under section 16b of Chapter IX of the Code of Criminal Procedure, 1927 PA 175, MCL 769.16b. This statutory provision pertains to a finding of not guilty by reason of insanity.
- i. Has been the subject of a substantiated finding of neglect, abuse, or misappropriation of property by a state or federal agency pursuant to an investigation conducted in skilled nursing facilities in accordance with 42 USC 1395i-3 or 1396r.

**4.8 Communication**

If a work-related matter is troubling an Employee or if he or she feels they are not being treated fairly, the Employee should discuss the matter with their manager. When a group of people are working together closely, some misunderstandings are bound to occur.

D & M welcomes and encourages suggestions. Employees may have suggestions, problems or complaints which, when expressed, can offer an improved workplace for everyone. It may be a method to improve productivity, a solution to reduce waste or a clarification of a policy. D & M hopes that each Employee feels free to offer ideas that could help improve the quality and efficiency of operations.

**Contact Person**

The Director is the primary contact person in any communication with a representative of any other company (DCH, CMH, Social Workers, schools, workshops, etc.). This allows for an organized method of communication with other agencies and persons. However, the Manager may at any time designate a staff person to act as the contact person for a specific area, i.e. workshop, doctor, etc. All contacts with family members of persons served must be coordinated under the supervision of the Manager and documented.

**Emergency Contact Person**

At all times there will be at least one (1) person available from D & M who can be contacted 24 hours a day in the event of problems. This individual will have full decision making authority as a representative of the corporation.

The Manager or designee is the individual responsible for all daily operations. All communications should first be directed to the Manager. If the Manager is unavailable, the Area Director/Program Coordinator will be the responsible contact person.

If the Manager is not available due to scheduled time off or illness, etc., he/she will appoint an alternate staff person to be responsible for daily operations. This decision will be approved by their Manager.

If a persons served sustains an injury, which is identifiable as serious, or potentially serious, it is required that the Manager and the designated member of the Management Team be notified. A serious injury requires immediate medical treatment. A potentially serious injury may include a bump or laceration on the head or even a fall, which does not immediately result in any symptoms.

If there is a question as to the possibility of the need for treatment, the Manager and the designated member of the Management Team shall be contacted. A certain amount of judgment is required, but if there is any uncertainty, follow the emergency contact procedure. If the Manager or Administrator cannot be contacted, the persons served should be transported for examination while continuing attempts to contact the Manager or Administrator. The crisis line or home nurse, case Manager, and parent/guardian must be notified, as applicable.

#### **4.9 Complaint Resolution Procedure**

Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, should a situation persist that the Employee believes is detrimental, the Employee should follow the procedure described here for bringing the complaint to D & M'S attention.

##### **Step One**

Discussion of the problem with the Employee's immediate manager is encouraged as a first step. If, however, the Employee does not believe a discussion with his or her manager is appropriate, he or she may proceed directly to

##### **Step Two**

If the Employee's problem is not resolved after discussion with his or her manager or if the Employee feels discussion with the manager is inappropriate, the Employee is encouraged to request a meeting with the member of Management next up in the chain of command. In an effort to resolve the problem all facts will be considered and an investigation will be conducted. The Employee will normally receive a response regarding his or her problem within five (5) working days of meeting.

##### **Step Three**

If the Employee is not satisfied with the results of step two and wishes to pursue the problem or complaint further, the Employee may prepare a written summary of his or her concerns and request that the matter be reviewed by the Administrative Office.

The Administrative Office, after a full examination of the facts (which may include a review of the written summary of the Employee's statement, discussions with all individuals concerned and a further investigation if necessary), will normally advise the Employee of his decision within 15 working days. The decision of the Administrative Office shall be final.

D & M does not tolerate any form of retaliation against Employees availing themselves of this procedure. The procedure should not be construed, however, as preventing, limiting or delaying D & M from taking disciplinary action against any individual, up to and including termination, in circumstances (such as those involving problems of overall performance, conduct, attitude or demeanor) where D & M deems disciplinary action appropriate.

Furthermore, this procedure does not alter D & M'S right to terminate the Employee's "at will" employment at any time, with or without cause and with or without notice. Thus, the complaint resolution procedure is not available for Employer decisions resulting in termination of employment.

#### **4.10 Drug Free Workplace**

It is the policy of D & M to maintain a drug free workplace for all Employees. The Company reserves the right to require Employees to submit to a substance screen by urine, saliva, or blood sample when requested.

##### ***Policy Purpose***

1. To assure a drug free staff to service our persons served.
2. To reduce vehicle accidents and on-site accidents.
3. To assure greater safety of staff operating equipment on-site.
4. To maintain high staff morale and Employee performance for the benefit of staff and persons served.
5. To reduce crime in the work place.
6. To reduce absenteeism and tardiness.

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**SECTION 4: EMPLOYEE CONDUCT**

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7. To increase staff effectiveness, productivity, and reliability.
8. To secure a living environment which protects the persons served' property and well being, and sustain the highest quality of service.

**All Employees**

1. No Employee shall possess, consume, or carry with them alcoholic beverages of any kind, controlled substances not prescribed by a physician, or illegal drugs on employer's property or in an employer's vehicle or any other location during working hours.
2. No Employee shall report to work after consuming alcoholic beverages, controlled substances, or illegal drugs in a condition that makes him or her unfit for full and reliable performance of job responsibilities and appropriate care of persons served entrusted to his or her care.
3. Any Employee suspected of being under the influence of drugs or alcohol, or any other good cause, will be required to submit to saliva, urine, or blood testing.
4. Any Employee involved in an accident may be required to submit to a drug or alcohol test.
5. Any Employee involved with damage to equipment belonging or entrusted to D & M may be required to submit to a drug or alcohol test.
6. Any Employee who has indicated that he or she is unable to perform their duties or has given D & M cause to suspect drug or alcohol usage affecting his or her job may be required to submit to a drug or alcohol test.
7. Excess or unusual absenteeism may be cause for drug or alcohol tests.
8. Any Employee convicted of selling drugs, or convicted of illegal drug usage, or illegal possession may be terminated.
9. Employees who, as part of a medical treatment plan, are required by a physician to use prescription drugs or narcotics must report this fact to their immediate manager along with any reasonable medical documentation requested by D & M prior to reporting to work. A determination shall be made by D & M as to whether the Employee is able to perform his or her work responsibilities satisfactorily.

**Procedure**

1. D & M will utilize only professionally developed and administered drug detection tests and will pay all costs for drug detection tests. Also, the Employee will receive a copy of the test results and all reports or analyses prepared as a result of a positive confirmation test.
3. The sample will be secured by means of a Chain of Custody program at the clinic to assure identification and integrity are maintained from collection through testing.
4. The drugs being identified are those drugs, which are used or abused, are not part of a medical treatment plan, and may alter the thinking and actions of its user. The classes of drugs frequently identified by way of illustration and not a total listing of all drugs are: amphetamines, barbiturates, benzodiazepines, cocaine, opiates, and cannebenoids (Marijuana or THC). Some over-the-counter drugs may be identified. Positive results will be evaluated in context of the individual's complete medical history.
5. The results of a drug detection test shall be kept confidential unless disclosure of results is mandated by law, by a court decision, or by the advice of D & M'S attorney, or when an Employee challenges the results of the test.
6. When an Employee's confirmation test results are positive, specimen of the tested fluids will be saved in order to enable the Employee to challenge test results. The Employee will have three (3) calendar days from the date of notification of positive test results to make an official challenge of results and will be required to make

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**SECTION 4: EMPLOYEE CONDUCT**

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arrangements at an approved laboratory for an alternate test and pay for these additional tests, at his or her own expense.

If the results of the Employee's test differ from D & M'S, the Employee shall authorize release of the test results to D & M. D & M will reconsider the results and take action accordingly.

**Rehabilitation**

1. All employees who admit they have a substance abuse problem or test positive for drug or alcohol use and who want to go through a drug or alcohol rehabilitation program for the first time will be conditionally reinstated to their job after successfully completing the substance abuse rehabilitation program and maintaining the preventive course of conduct prescribed by the Employee's drug or alcohol counselor and his or her doctor, including but not limited to regular attendance at Alcoholics Anonymous meetings. Proper documentation and verification of being free of drugs and a doctor's statement shall be required before the Employee will be permitted to return to work.
2. An Employee who is diagnosed as a drug abuser or alcoholic may be granted an unpaid medical leave of absence consistent with the terms and conditions of D & M'S leave of absence policy. The Employee will not be permitted to return to work until certification is presented to D & M indicating that the Employee is capable of satisfactorily performing his or her job responsibilities. Failure to cooperate with an agreed upon rehabilitation treatment plan may result in discipline up to and including termination.
3. Employees who do not follow the prescribed preventative maintenance treatments by their drug or alcohol counselor and who engage in drug or alcohol abuse, will be subject to immediate termination. Employees will have only one opportunity to go through a rehabilitation program.

**Refusal**

If an Employee refuses a substance screen, by saliva, blood or urine test, that Employee will be treated as insubordinate for failure to obey a directive and such action will be grounds for termination.

**4.11 Confidentiality of Information****Persons served Information**

Each person served has a right to confidentiality; the company and the employees will adhere to HIPAA regulations. In accepting employment at this facility, Employees are placed in a position of trust in regard to any and all information pertaining to the persons served. Employees must constantly be aware of the confidential nature of all information regarding the persons served.

All reports, records and data are confidential which pertain to testing, care, treatment, reporting and research associated with serious communicable diseases or HIV infection, Acquired Immunodeficiency Syndromes, and Acquired Immunodeficiency Syndrome-related complex. Any Employee who releases information in any form about a persons served pertaining to the persons served HIV status, may be guilty of a misdemeanor, punishable by imprisonment for not more than one year or a fine of not more than \$5,000 or both, and is liable in a civil action for actual damages or \$1,000, whichever is greater, and costs and reasonable attorney fees. If anyone requests such confidential information about a persons served, immediately direct that person to the Administrative Office.

Information concerning the persons served or staff persons is not to be discussed outside the workplace. Information concerning the persons served or staff persons should not be released in any form, whether written, orally or over the phone, to any individual or company without the approval of D & M.

Failure to comply with persons served confidentiality requirements will result in disciplinary action and may result in a recipient rights violation per Federal, State, and Local regulations.

**Employer Information**

Employees have access to a wide range of confidential information. "Confidential information" is information which is not generally known and which the Employee obtained solely as a result of his or her employment. It includes,

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**SECTION 4: EMPLOYEE CONDUCT**

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but is not limited to, written records and lists as well as knowledge of persons served, D & M'S suppliers, methods of operation, policies, trade secrets, pricing, financial condition, including information related to profits, sales, net income and debt.

During employment, Employees should only share or discuss confidential information with other Employees on a need to know basis. Confidential information should not be gossiped about or discussed with Employees who do not have a need to be aware of the information. Employees should never discuss confidential information with anyone outside of the company. Furthermore, Employees should not directly or indirectly copy or remove from D & M'S premises any confidential information unless the Employee has a business reason for doing so and has received his or her manager's permission before doing so. When employment ends, Employees must return to D & M all originals and all copies of any confidential information.

As a condition of employment Employees must sign a confidentiality agreement. That agreement is a legally binding document in which Employees acknowledge their obligation to maintain and protect the confidential information of D & M.

If at any time Employees have any questions concerning what is or is not confidential and what their duties are with regard to confidential information, they should not hesitate to discuss those questions with their immediate manager.

#### **4.12 Violence in the Workplace**

Violence or threats of violence in the workplace will not be tolerated. Pushing, choking, fighting, threats or intimidating acts of violence against any Employee, Employee's personal property or Employer property is forbidden.

If an Employee feels he or she is a victim or potential victim of violence in the work environment, it is recommended that the Employee file a written complaint with his or her manager or the Administrative Office. Filing a complaint will allow D & M to undertake an immediate investigation of the complaint and take whatever action is deemed appropriate.

All complaints will be treated on a confidential basis to the extent possible. No disciplinary or retaliatory action will be taken against any Employee filing a complaint in good faith. If the complaint is substantiated, discipline including immediate discharge may occur.

If a friend or relative of an Employee enters or attempts to enter D & M premises under the suspicion of threat to the Employee or other persons, the Employee will be removed from the schedule until the potential or actual risk to the Employee or others is eliminated.

D & M endeavors to provide a safe work environment for its employees and requires annual training on preventing violence in the workplace.

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**SECTION 5: ABSENCE FROM WORK**

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#### **5.0 Absence from Work**

Upon accepting employment with D & M, each Employee assumes the personal responsibility of being on the job each scheduled day. Employees should strive for excellent attendance, as it is essential to providing quality services to all persons served.

Absenteeism is defined as a failure to meet a scheduled shift exclusive of approved leaves. Tardiness is defined as the failure to report to work at the time scheduled. Notification must be given for absence and tardiness four (4) hours before the start of the regular shift to allow for schedule changes.

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## SECTION 5: ABSENCE FROM WORK

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Regular attendance during all scheduled hours of work, reporting to work on time, and continuing work to the end of the work periods are expected from all employees. Poor attendance disrupts work flow and services to persons served and will not be tolerated.

The Manager will post staff schedules for each pay period. Employees may exchange equal hours of scheduled time only with the prior approval of the Manager. The Manager must be notified if an Employee is unable to work his/her shift four (4) hours prior to the start of a shift. The Employee is responsible for assuring that their assigned shift is covered. Schedules are not to be changed by any staff other than the Manager.

Should an Employee elect to cover a shift for another Employee, the Employee covering the shift has the same responsibilities as if he/she was on the schedule originally. This applies to tardiness and call-ins, etc.

### 5.1 Absenteeism

The Employee must call each day that he or she will be absent. It is unacceptable to have a third party call on the Employee's behalf unless extenuating circumstances exist (i.e., medical emergency).

Excessive absenteeism may result in termination. Excessive absenteeism is defined as being absent more than one (1) day a month. Scheduled and approved all purpose leave days will not be counted toward this calculation.

Absence for more than three (3) consecutive days because of illness will require an Employee to provide a statement from his or her doctor that validates the reason for the absence and releases him or her to return to work. The physician statement must be sent to the Chief Human Resources Officer.

An Employee scheduled to work a Friday/Saturday who fails to report to work may be taken off the schedule until a meeting with the Manager.

### No Call/No Show

An Employee who is absent from his/her scheduled work day without reporting to their Manager is considered to be a "no call/no show." For the first instance, the Employee will be given a three (3) day suspension. Subsequent occurrences will result in termination. In addition, any Employee who is absent two (2) consecutive scheduled work days without reporting their absence to their manager will be considered to have "voluntarily resigned" and termination procedures will automatically ensue.

### 5.2 Tardiness

Excessive tardiness may result in termination. If an Employee is late for his/her scheduled shift, D & M may, at its sole discretion, remove the Employee from the schedule for the rest of the shift, without any further obligation to provide additional work hours later in the workweek.

### 5.3 Leave of Absence

A leave of absence is a period of time away from active employment. D & M grants leaves of absences under certain circumstances as detailed in this policy. All non-medical leaves are unpaid.

All PTO time must be used at the beginning of the leave. No PTO time will accrue during the leave.

All leave requests are subject to the approval of the Chief Human Resources Officer. The granting and duration of each leave and the compensation received, if any, during the leave will be determined by D & M in conjunction with applicable federal, state and local law. All leaves will be granted for a specified period of time. A request for an extension may be considered and must be submitted in writing, with supporting documentation, to the Chief Human Resources Officer prior to the expiration of the original leave. All leave of absences, including any extensions, shall not exceed four (4) months. While we will attempt to place the employee back in their original position, the agency cannot guarantee that the exact position will be available.

**Medical Leave**

An employee who is unable to work due to a serious health condition or disability may be granted a medical leave of absence. All requests, with the exception of a leave resulting from an emergency or unexpected health condition, must be submitted to the Chief Human Resources Officer 30 days in advance. Requests must be made using the Leave Request Form. The Physician Statement of Disability, Short Term Disability Form and DOL Healthcare Certification (if applicable) must be attached. Failure to provide certification of disability by a physician may result in denial of the leave request. All leaves are granted for a defined period, therefore the Physician must specify a start date and an expected return date. While we will attempt to place the employee back in their original position, the agency cannot guarantee that the exact position will be available – unless it is a qualified FMLA leave.

**FMLA Leave**

An employee who has worked at least 1250 hours in the previous twelve (12) months may also be eligible for **FMLA** leave concurrent with the Medical Leave. A FMLA leave of absence is unpaid time unless it is used concurrently with Short Term Disability for one's own medical illness. All PTO time must be used at the beginning of the leave. No PTO time will accrue during the leave. **Employees are eligible for FMLA leave every 12 months from the last use of an FMLA leave.**

**A FMLA may be granted for the following reasons:**

- To care for the employee's child upon birth, or to care for a child upon the child's placement with the employee for adoption or foster care.
- To care for a parent, spouse or child with a serious health condition
- To allow an employee to receive treatment or recover from a serious health condition that causes the employee to be unable to perform the essential functions of his/her job
- Eligible employees are entitled to up to 12 weeks of leave because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. By the terms of the statute, this provision requires the Secretary of Labor to issue regulations defining "any qualifying exigency." In the interim, employers are encouraged to provide this type of leave to qualifying employee.
- An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member. This provision became effective immediately upon enactment. This military caregiver leave is available during "a single 12-month period" during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

D & M will continue to pay the Employer portion of health care premiums of a full time employee for up to 12 weeks during an approved medically related leave provided the employee has paid or continues to pay the employee portion of the insurance premiums during the leave. Arrangements for payment must be completed with the Chief Human Resources Officer when applying for leave. Failure to make payments will result in loss of coverage. After the twelve week period, an employee may be eligible to continue health care coverage at his/her own expense under COBRA. COBRA notification will be mailed to the employee detailing eligibility and cost.

**Military**

A Military Leave will be granted if the employee is absent in order to serve in the uniformed services of the United States up to a maximum time period required by law. A Military leave is granted to employees serving in the

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**SECTION 5: ABSENCE FROM WORK**

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National Guard or the United States Military Reserve for participation in annual encampment or training duty.

The employee must submit a Leave Request form as soon as practical before the military leave commences. A copy of military orders must be attached.

**Jury Duty**

D & M encourages all Employees, whenever they are requested to do so, to participate as an active member of a jury. Any full-time Employee who is called to jury duty shall be paid by D & M the difference between their regular pay and the jury fee received for each day of jury duty performed on which the Employee otherwise would have been scheduled to work. This pay shall not exceed 8 hours straight time on any given day, or 30 days in a calendar year. Such compensation shall be payable only if the Employee:

1. Gives D & M prior notice of such jury duty call; and
2. Presents the proper evidence of performance of jury duty and the amount paid by the court.

Employees who are excused from jury duty and who can work a minimum of two hours of their regular shift on that day are expected to do so.

Time thus paid under this benefit for performance of jury duty will not be calculated as hours worked for the purpose of paying overtime wages.

**Personal Leave of Absence**

An employee may be granted a leave due to personal reasons in which an extended period of time away from work, beyond the time available under Paid Time Off, is needed. An employee who has worked at least 12 months will be eligible to apply for a personal leave of absence.

**NOTE**

Due to business necessity, the employee's position may be filled during his/her leave except where limited by law, such as during FMLA eligible leave time, or may be eliminated due to workforce reduction.

**Benefits while on leaves other than Medical/FMLA**

Employees will be eligible to continue their health care benefits at their own expense under COBRA.

**Returning to Work**

The employee must report back to work on the expected return to work date. If an employee does not return to work upon the expected return date, D & M shall presume the employee has voluntarily resigned. The expected return to work date, shall serve as the resignation date. Returning from a Medical/FMLA leave requires a Physician's Statement of release.

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**SECTION 6: FACILITIES AND EQUIPMENT**

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**6.0 Facilities and Equipment**

In order to protect the privacy, health and safety of persons served and employees as well as the care of company owned equipment, D & M has established the policy and procedure that each employee, visitor, etc. must adhere to. Costs incurred by the company and/or persons served resulting from misuse or abuse of property or equipment (credit cards, phones, funds, etc.) by the Employee, will be deducted from the Employee's paycheck.

**6.1 Facility Access**

No visitors other than family, guardians or friends of persons served or government officials are allowed in the facility without permission from D & M. Allowing visitors without permission will lead to discipline up to and including termination. Authorized visitors are permitted only during normal waking hours unless otherwise approved by D & M. Visitors other than family, guardians or friends of persons served or government officials must have prior authorization to visit. Staff shall maintain a log of visitors. It is the responsibility of each Employee to refer unauthorized visitors to D & M.

Employees are prohibited from visiting the facility during off-duty hours unless D & M approves a bona fide reason for the visit in advance. Employees are permitted to pick up their paycheck on payday. Such visits must be brief and no services may be performed. All other visits require advance approval.

**6.2 Inspection of Employee Property**

D & M reserves the right to inspect all containers and packages entering or leaving the premises such as boxes, bags, lunch buckets, brief cases, etc., at all locations on D & M'S premises.

The possession of any object, which may be used as a weapon, as determined by the Employer, may result in termination.

**6.3 Telephone and Cellular Use**

Personal telephone calls on the program phone are limited to a maximum of five (5) minutes per shift and are reserved for emergencies only. Employees are prohibited from carrying personal cellular phones, pagers or other electronic devices for the purposes of receiving or initiating personal phone calls or digital communications while on duty. Use of the phone may constitute persons served neglect. An employee violating this policy will be subject to discipline including discharge and the costs of the calls will be processed through payroll deduction.

Long distance calls must be logged on provided forms. Collect calls are not to be accepted.

**6.4 Company Cellular Use**

Company cellular phones are to be used for emergency purposes only. Employees will be responsible for payment of non-emergency calls. Staff will be responsible for replacement costs for lost or stolen cellular phones and/or equipment. Any mishandling or misuse of phones and/or equipment is subject to disciplinary action.

All Company cell phones are blocked with select phone numbers, which can be called in the event of an emergency. Employees are not to give out the cellular phone number under any circumstances.

**6.5 Employee Property Damage**

In the event of damage to an Employee's personal property (i.e. glasses, clothing, vehicle damage, etc.) due to a direct incident with a Persons served, D & M will reimburse for the cost of the item up to \$150 per occurrence. Should the loss be a result of Employee negligence, the cost will not be reimbursed. All requests for reimbursement must be accompanied by an original receipt of the replacement item and an incident/accident report. All documentation must be submitted to the Administrative Office.

**6.6 Motor Vehicle Operations/Storage/use**

D & M has adopted the following policy on Employees driving on company time. This policy applies whether the driving is in an Employer-owned or leased vehicle, a temporary rental vehicle, the Employee's own vehicle or any other vehicle.

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## SECTION 6: FACILITIES AND EQUIPMENT

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Agency vehicles are to be used only for the transportation of persons served, or for Agency business. Unauthorized use may result in discharge or criminal charges. Staff must have a valid driver's license and an acceptable driving record in order to operate Agency vehicles. When using their own vehicles to transport persons served, an employee must check out a To Go Bag and Communication device.

All vehicle use must be documented in a log kept in the vehicle. Staff must record any mechanical problems and report these to the Manager. A maintenance schedule is established for each vehicle which must be followed. Staff should report any inconsistencies to a manager.

All accidents, no matter how minor, must be recorded in the log book and reported to the Manager. If any D & M Employee is involved in an auto accident with the site vehicle and is found to be at-fault, that Employee will be responsible for paying the deductible. All traffic citations must be reported immediately to a manager (whether in company vehicle or in personal vehicle). Staff should take care to maintain the cleanliness and appearance of each vehicle. It should be noted that the appearance of the vehicle reflects on service quality.

The following equipment should be stored in company vehicles for emergencies:

- A. First Aid kit/appropriate rescue saving equipment/blood spill kit;
- B. Emergency signals;
- C. Small fire extinguisher;
- D. Emergency phone numbers and persons served emergency information;
- E. Jumper cables.

Employees are responsible for assuring the use of seatbelts by ALL passengers. Smoking is prohibited in company vehicles.

### **Traffic Citations**

Traffic citations are the responsibility of the Employee, but may jeopardize continued employment. Multiple violations may result in discharge from employment. All citations while on or off duty must be reported immediately. A valid driver's license and good driving record is a job requirement.

The Agency reserves the right to obtain a current copy of the Employee's driving record, at any time. An unsatisfactory driving record, as defined by the Agency's insurance carrier, may result in change of job duties or classification, or discharge.

All employees in positions requiring use of Agency vehicles or transporting persons served in personal vehicles must meet driver eligibility requirements per our insurance carrier as defined below:

No more than two (2) moving violations in the past three (3) years.

Exceptions: Any one (1) of the following violations AUTOMATICALLY makes the driver **ineligible**:

- A. Driving while intoxicated or under the influence (DWI, DUI) license suspension, reckless driving, drug charges, leaving the scene of an accident, vehicular homicide, or other similar offenses in the past three (3) years.
- B. More than two (2) moving violations and one(1) or more at-fault accidents in the past three (3) years.
- C. Two (2) or more at-fault accidents in the past three (3) years.

Smoking is not allowed in personal vehicles if transporting persons served.

### **Storage and Use**

All agency vehicles (program vans, cars, delivery truck, etc.) must be parked at the designated program site when not being used for assigned agency business and during non-business hours. Employees must sign out the vehicle and keys when using an agency vehicle. Upon return to the program the employee must sign it in and leave the

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## SECTION 6: FACILITIES AND EQUIPMENT

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keys in the designated place and/or with the Manager at the program site. No company vehicle is authorized to be parked at any other location or for use beyond approved/authorized business purposes.

### 6.7 Computer Use

Computers, computer systems, and electronic media equipment (including computer accounts, laptop computers, printers, networks, software, electronic mail, and internet access) at D & M are provided for the use of D & M Employees for D & M business related use. It is the responsibility of D & M Employees to use these information systems in an efficient, ethical, and lawful manner.

The use of information systems is a privilege extended by D & M which may be withdrawn at any time. An Employee's use of computer systems may be suspended immediately upon discovery of a possible violation of these policies. A violation of the provisions of this policy may result in disciplinary action up to and including discharge.

Computers will be repaired and/or replaced as necessary. In the event of a replacement the computer system must be returned to the Administrative Office for appropriate disposal. Any employee removing company equipment from the office and/or discarding without proper authorization faces discipline up to and including immediate discharge. It is important to protect the information we maintain on employees, persons served, etc. which includes ensuring that all information in all forms is maintained and/or discarded appropriately and in a manner that keeps information secure at all times. All computer equipment/software must be purchased through the Administrative Office, including technical support.

The following policies relate to the responsible use of computers, computer services, and electronic media resources at D & M:

- A. These resources are D & M'S property and are to be used solely for business purposes. Access by Employees requires authorization from a manager. This authorization can be revised, restricted, or revoked at any time.
- B. Fraudulent, harassing, threatening, discriminatory, sexually explicit or obscene messages and/or materials are not to be transmitted, printed, requested, or stored. "Chain letters," solicitations and other forms of mass mailings are not permitted.
- C. Employees are responsible for protecting their passwords, user ID's, or numbers if applicable. Employees may be held responsible for misuse that occurs through unauthorized access.
- D. D & M provides an electronic mail system and network connections for internal and external business communication and data exchange purposes. Although Employee passwords or numbers may be required for access, these systems cannot guarantee confidentiality. Use and access to any electronic mail system or network connection for business communication and data exchange may be monitored and tracked by management at any time.
- E. In order to maintain and assure company access to company data, no Employee is permitted to use encryption devices on a company computer without written authorization.

Introducing or using software designed to destroy or corrupt the company's computer system with viruses or cause other harmful effects is prohibited. Employees are required to use the company provided anti-virus software.

### 6.8 Company Email and Internet Use

All D & M employees using the D & M internet connections must respect all copyright issues regarding software, information, and attributions or authorship. Any Employee who has unlicensed software on D & M equipment will be held liable.

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## SECTION 6: FACILITIES AND EQUIPMENT

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Any activity that could be interpreted as damaging to D & M'S corporate identity or image or potentially put the Employee and D & M at risk for legal proceedings by any party (i.e., libelous or harassing communications) is prohibited.

Communications of a commercial nature, solicitations, advertisements, and similar commercial postings, are prohibited. D & M prohibits the use of e-mail or the internet to send, receive, or access obscene, pornographic, or discriminatory material. Employees shall not send messages that contain material that can possibly be interpreted as abusive, sexist, racist, or otherwise offensive.

### Right to Monitor

D & M reserves the right to access and monitor any messages and files contained on any of its computer systems, at any time, for business\* purposes. This includes the right to access and monitor Employee e-mail (electronic mail) and internet use and applies to both personal and business use.

\*Business purposes may include (but is not limited to):

- ❖ Identifying and diagnosing hardware and software problems;
- ❖ Preventing system abuse;
- ❖ Ensuring compliance with D & M'S Internet Use and Computer Use policies.

### Privacy

Electronic communications are the property of D & M, therefore e-mail and internet use are considered "public" information regardless of whether it is business-related or personal. Do not assume that a deleted e-mail or history of accessed web sites cannot be retrieved.

### Reporting Violations

Policy violations must be reported to a manager or a member of the Agency's administrative staff by anyone receiving offensive e-mail messages, or has knowledge of an Employee sending such messages.

Upon receiving a complaint, the Agency will immediately conduct an investigation and review. If the complaint is substantiated, corrective action will be implemented.

### Retaliation

Retaliation against an Employee reporting a policy violation is strictly prohibited. This includes the use of e-mail and/or the internet in a retaliatory fashion. Any Employee involved in retaliation will be subject to discipline up to and including termination.

Internet activity may be monitored by D & M and privileges may be changed/revoked at any time.

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## SECTION 7: PERSONS SERVED CARE AND RIGHTS

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### 7.0 Persons served Care and Rights

It is the responsibility of all D & M employees to insure and protect the welfare and rights of the persons served by the Agency. In addition all persons served information is protected in compliance with HIPAA regulations. Persons served will receive care and services as required within the program/site they are assigned, during transport and while on authorized outings. At no time will the persons served be allowed to visit the home of an employee, an employee's family member and/or friend/acquaintance.

### 7.1 Persons served Rights

In order to provide protection and preserve the rights of the persons served served, D & M employees are held to a high standard that ensures the Persons served Rights are not violated.

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Any Employee who violates those rights through neglect, verbal or physical abuse, misappropriation of persons served funds/property, and/or sexual abuse, will face disciplinary action or termination of employment, and may face criminal charges.

Any allegation of abuse or neglect will be investigated by the Company as well as any designated regulatory agencies. Substantiated allegations will be met with immediate disciplinary action or termination.

Any allegation of the sexual or physical abuse of a persons served will be reported to the State Police for investigation and possible criminal prosecution. Investigation and prosecution by the State Police are actions taken in addition to those actions taken by the Company and the regulatory agencies.

The findings of a State Police investigation may not concur with those of the Agency, or the designated regulatory agencies.

Employees who know of, or suspect any violation of persons served rights are required to report same, in writing, to the manager, or member of the Management staff. Failure to do so will result in disciplinary action.

Employees accused or suspected of abuse will be suspended immediately without pay, pending the outcome of the Company's subsequent investigation. If the accusation(s) are found to be invalid or unsubstantiated, the Employee will be reinstated without reimbursing the Employee for the period of the suspension.

The following persons served rights must be adhered to Employees accused or suspected of abuse will be suspended immediately without pay, pending the outcome of the Company's subsequent investigation. If the accusation(s) are found to be invalid or unsubstantiated, the Employee will be reinstated without reimbursing the Employee for the period of the suspension.

The following persons served rights must be adhered to by all employees. Any staff observing any person violating these Persons served Rights must report it to the Manager immediately and in writing.

- A. To be safe from harm;
- B. To stay in a clean place;
- C. To manage his/her own affairs;
- D. To have information about the persons served kept private;
- E. To refuse to be finger printed or photographed;
- F. To be paid for the work the persons served agrees to do;
- G. To spend his/her money as he/she wants to;
- H. To go anywhere the persons served wants, that rules allow;
- I. The right to be free from discrimination on the basis of race, religion, color, national origin, sex, age, handicap, marital status, or source of payment in the provision of services and care;
- J. The right to exercise his or her constitutional rights, including the right to vote, the right to practice religion of his or her choice, the right to freedom of movement, and the right of freedom of association;
- K. The right to refuse participation in religious practices;
- L. The right to write, send and receive uncensored and unopened mail at his/her own expense;
- M. The right of reasonable access to a telephone for private communications. Similar access shall be granted for long distance collect calls and calls which otherwise are paid for by the persons served. When pay telephones are provided in group homes, a reasonable amount of change shall be available in the group home to enable persons served to make change for calling purposes;
- N. The right to voice grievances and present recommendations pertaining to the policies, services, and house rules of the home without fear of retaliation;
- O. The right to associate and have private communications and consultations with his or her own physician, attorney, or any other persons of his or her choice;
- P. The right to participate in the activities of social, religious, and community groups at his or her own discretion;
- Q. The right to use the services of advocacy agencies and to attend other community services of his or her choice;

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- R. The right of reasonable access to and use of his or her personal clothing and belongings;
- S. The right to have contact with relatives and friends and receive visitors in the home at a reasonable time. Exceptions shall be covered in the Persons served Assessment Plan and special consideration shall be given to visitors coming from out of town or whose hours of employment warrant deviation from usual visiting hours;
- T. The right to employ the services of a physician, psychiatrist, or dentist of his or her choice for obtaining medical, psychiatric, or dental services;
- U. The right to refuse treatment and services, including the taking of medication, and to be made aware of the consequences of that refusal;
- V. The right to request and receive assistance from the responsible company in relocating to another living situation;
- W. The right to be treated with consideration and respect, with due recognition of personal dignity, individuality, and the need for privacy. There shall be no search of a persons served private quarters unless the search is authorized in the persons served plan of service or there is reasonable cause to believe that the persons served is in possession of contraband or property that is excluded from the persons served possession by written policies, procedures, or rules of the provider;
- X. The right of access to his or her room at his or her own discretion;

Any persons served whose judgment is impaired, based on clinical analysis and assessment by a qualified personnel, to the extent that he/she is incapable of understanding his/her rights and responsibilities will be considered by the Persons served care team for competency adjudication via the petitioning of Probate Court.

## **7.2 Incidents and Accidents**

In the event of the death of a persons served; any accident or illness that requires hospitalization; incidents that involve serious hostility; any hospitalization; any attempts at self inflicted harm or harm to others; any instances of destruction of property; any incidents that involve arrest or conviction of a persons served for arson, rape, murder, burglary, robbery, larceny, motor vehicle theft or aggravated assault; staff shall do the following:

- ❖ Provide first aid, CPR and call 911 if emergency care is needed
- ❖ Call the Manager.
- ❖ Complete a written incident and accident report, date and sign the report.
- ❖ The Manager shall make a reasonable attempt to contact the persons served designated representative and responsible company by telephone. If a message is left, write down the time and name of the person who received the message. This responsibility may be delegated to a staff person.
- ❖ Within 48 hours, the administrator/home Manager must send a copy of the incident and accident report to:
  - The persons served designated representative
  - Responsible agency
- ❖ The Company shall immediately investigate the cause of an accident or incident that involves a persons served, Employee or visitor.
- ❖ If a persons served is absent without notice, the Company shall make a reasonable attempt to locate the persons served and to contact the persons served designated representative and responsible agency, and shall contact the local police authority. This responsibility may be delegated to a staff person.

Within 24 hours of the persons served absence, the Company or its designee shall submit a written report to the persons served designated representative and responsible agency.

Making a reasonable attempt to locate the persons served shall consist of making appropriate telephone calls to determine the persons served location and searching the immediate area (keeping in mind staffing requirements of the home). A direct care staff person shall also immediately call the Manager.

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An accident record or incident report shall be prepared for each accident or incident that involves a persons served, staff person or visitor. "Incident" means a seizure or highly unusual behavior episode, including a period of absence without prior notice.

### 7.3 Reporting Rights Violations

When an allegation of persons served abuse is made, the involved staff person will be suspended immediately. Protective services and the appropriate law enforcement agency will be notified for possible criminal charges. D & M will also independently investigate the alleged incident within three to five (3-5) days and the Employee may be returned to work pending the findings and/or management discretion.

A Recipient Rights complaint form will be completed and delivered to the appropriate Agency within 24 hours.

The Manager will be notified immediately, as well as the Agency administrator. The site's case worker will be notified immediately as well as the Recipient Rights Advisor. The Agency will adhere to and follow Public Act 222.

Mandatory Reporting - Employees are required to immediately report orally and in writing to the Manager or Administrator any suspected incidents of abuse. Abuse as defined by any violation of the resident's rights as defined in these policies.

All suspected abuse shall be reported orally and in writing to the Administrator/Manager immediately.

As an entity under contract with D & M, Inc. if you have reasonable cause to suspect the abuse of a recipient or persons served, you shall immediately make or cause to be made, by telephone or otherwise, an oral report of the suspected abuse to the law enforcement agency of the county, or city, in which abuse is suspected to have occurred or to the State police.

Within 24 hours a written report shall be filed with the law enforcement agency.

A person who makes the report of abuse will not be dismissed or otherwise penalized for making the report unless he or she is the cause for the abuse. The report of abuse shall be confidential and subject to disclosure only with the consent of that person or by judicial process.

The report of abuse is not required if the person has knowledge that the incident of suspected abuse has been reported to the appropriate law enforcement agency.

Abuse that is required to be reported to the appropriate agency is as follows:

- A. Assault;
- B. Assault and battery;
- C. Sexual intercourse under pretext of medical treatment;
- D. Murder;
- E. Manslaughter;
- F. Criminal sexual conduct including sexual penetration;
- G. Criminal sexual contact;
- H. Assault with intent to commit criminal sexual conduct including penetration.

Reporting requirements to appropriate law enforcement agencies does not include an assault or assault and battery which is committed by a recipient or persons served against another recipient or persons served. This type of incident must still be reported to administrator/Manager.

All of the above must be reported to the appropriate governmental agency. We will investigate the abuse and take appropriate action.

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## SECTION 7: PERSONS SERVED CARE AND RIGHTS

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### Office of Recipient Rights Compliance

All employees are required to comply with any Office of Recipient Rights investigation involving D & M, Inc. persons served that may occur over the course of employment. Failure to comply will result in termination of employment.

Termination of employment will occur regardless of the Employee's direct or indirect knowledge of the incident under investigation, or the conclusions and/or recommendations of the Office of Recipient Rights.

### Persons served Behavior Intervention Techniques

Any behavior intervention used to address programmatic needs must be developed in consultation with or obtained from a licensed or certified professional in that scope of practice. Employees must be trained in the intervention techniques. Prolonged use requires periodic review. Behavior intervention cannot be used as a form of punishment, discipline or as a convenience for staff.

A licensee shall not mistreat a persons served and shall not permit the administrator, direct care staff, employees, volunteers who are under the direction of the licensee, visitors, or other occupants of the home to mistreat a persons served. Mistreatment includes any intentional action or omission which exposes a persons served to a serious risk or physical or emotional harm or the deliberate infliction of pain by any means.

Direct care staff, the administrator, members of the household, volunteers who are under the direction of the company, employees, or any person who lives in the home shall not do any of the following:

- A. Use any form of punishment;
- B. Use any form of physical force other than physical restraint as defined in these rules.
- C. Restrain a persons served movement by binding or tying or through the use of medication, paraphernalia, contraptions, material, or equipment for the purpose of immobilizing a persons served.
- D. Confine a persons served in an area, such as a room, where egress is prevented, in a closet, or in a bed, box, or chair or restrict a persons served in a similar manner.
- E. Withhold food, water, clothing, rest, or toilet use.
- F. Subject a persons served to any of the following:
  - 1. Mental or emotional cruelty;
  - 2. Verbal abuse;
  - 3. Derogatory remarks about the persons served or members of his/her family;
  - 4. Threats.
- G. Refuse the persons served entrance to the home;
- H. Isolation of a persons served as denied in R4000.14102(l)(m);
- I. Any electrical shock device.
- J. Allow guests to ride in a vehicle when persons served are being transported.

### Crisis Intervention

Crisis intervention can only be used for the following reasons and if technique used is State approved and included in the written PCP for the Persons served:

- A. Provide for self defense or defense of others;
- B. Prevent persons served from self injury;
- C. To dispel a disturbance threatening physical injury to another;
- D. Obtain possession of a weapon or other dangerous object used by the persons served.

### Physical Force

Physical force only in the form of physical restraint (bodily holding of persons served with minimal force necessary) may be used with appropriate documented training, use of appropriate technique and in the event of a health and safety need. Physical restraint as defined cannot be used as a routine intervention. Any occurrences/use of physical restraint must be documented in the persons served file for reason, type, duration of intervention, previous

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**SECTION 7: PERSONS SERVED CARE AND RIGHTS**

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less restrictive alternatives used with the number of trials and results, person who authorized intervention and signature of person implementing the intervention.

**Persons served Right to Voice Grievances**

The persons served or their designated representative may submit to the Administrator written documentation of any persons served disagreement pertaining to policies, services, or site rules without fear of retaliation (refer to grievance procedures).

**7.4 Treatment Violations**

The following definitions are to be used as guidelines unless otherwise defined by State and Local code.

- ❖ Abuse
  - Class I: Any intentional act, including incitement to act, by which serious injury is inflicted upon a persons served or sexual abuse\* of a persons served.
  - Class II: Any intentional act, including incitement to act, by which physical injury, other than serious physical injury is inflicted upon a persons served.
  - Class III: The use of verbal or other communication to curse or degrade a persons served; threatening a persons served by words or actions, with physical harm; or any action that intends to inflict physical injury upon a persons served.

\* Sexual Abuse includes the intentional touching of the victim's intimate parts, or the intentional touching of the clothing covering the immediate area of the victim's intimate parts, if that intentional touching can reasonably be construed as being for the purpose of sexual arousal or gratification.

- ❖ Sexual Abuse (includes but is not limited to)
  - Sexual conflicts between persons served and staff;
  - Adult persons served/adult persons served sexual contacts when one of the participants is forced,  
or  
threats were used in an attempt to force sexual contact, by another;
  - Any criminal sexual conduct involving an adult or child;
  - Non-persons served/persons served sexual conduct, when the persons served is forced or threats were used in an attempt to force a sexual contact.
- ❖ Neglect
  - Class I: Occurs when a persons served suffers serious injury, temporarily or permanently, because of the Employee of other person responsible for the persons served health or welfare has been negligent, including but not limited to, failure to provide and maintain proper and sufficient food, clothing, healthcare, and a safe and humane environment.
  - Class II: Acts of omission (not paying attention, not telling important info, etc.) by an employee/volunteer who causes or contributes to non-serious physical injury or emotional harm to a persons served.
  - Class III: Acts of omission (not paying attention, not telling important info, etc.) by an employee/volunteer which either placed or could have placed a persons served at risk of physical harm.

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**SECTION 8: MISCELLANEOUS**

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## 8.1 Dress Code

We expect our employees to support the image that we have built in the community and with our persons served and funding sources. We expect each employee reporting to work to be dressed in work casual attire that is clean, well pressed and that fits properly. Shoes should be clean and appropriate to the season and work performed.

### Clothing Specifics:

- Necklines and hemlines should reflect our professional image, shoulders and midribs must be covered. Shirts should not show personal parts of the body, skirts and shorts should be no shorter than 3 inches from the knee.
- Sleeveless shirts are allowed if they pass the three finger rule. If your sleeve/strap is smaller than your four fingers it is not acceptable. Shirts with the back out are prohibited and phrases on shirts should not contain profanity or offensive phrases.
- Undergarments must be worn and should not be visible. Bra straps and underpants are not to be visible and must remain completely covered.

### Personal Grooming

As an employee your appearance should be appropriate, professional and neat. In addition to clothing your personal grooming and hygiene must be maintained.

- Your hair should be clean, neatly combed
- For men, facial hair should be clean and well groomed
- Fragrance worn should not be excessive
- Make-up should be neat and tasteful
- Fingernails should be clean, presentable and not exceed ½ inch in length
- Tattoos, if visible should be discreet. If possible you should make the effort to cover the tattoos at work and in the community while representing the agency
- Pierced ears are the only acceptable form of visible body piercing; for women no more than two earrings may be worn in each ear; for men no more than one earring may be worn in each ear
- No open-toed, open-back, or sling-back style shoes are permitted in the service area.

If an item is not specifically prohibited in this document, that does not make it allowable. If you are in doubt of any item, ask your Manager before you wear it. Management has the option of judging the appropriateness of attire.

## 8.2 Media Releases

Only authorized spokespersons may give information to the media. If a contact is made by the media directly to an unauthorized Employee, the Employee should request the name of the visitor/caller, the telephone number where the person can be reached and the name of the media represented. The Employee must inform the visitor/caller that D & M'S spokesperson will return the call or make arrangements to meet with them at an alternate site or time. The Employee shall advise D & M of any such call or visit at once. Employees should never release the home telephone number of any other staff member, including the managerial staff. No member of the press should be allowed in the program site without the express approval of D & M.

## 8.3 Medical Evaluations

Employees are required to have physical exams within 10 days of a conditional job offer. TB testing must be done prior to employment. Physical exams performed must be done at clinics designated by the employer. A form for the exam will be provided by the employer.

Physical Exams and TB tests must be completed annually and/or when required.

Should employment end prior to the three (3) month anniversary of the Employee, the Employee will be required to reimburse D & M for costs of the physical/TB testing.

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## SECTION 8: MISCELLANEOUS

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## 8.4 Workers Compensation

All Employees, full-time and part-time, are protected while on the job by Workers' Compensation insurance. This insurance will provide coverage for work-related injuries, occupational illnesses at work and prolonged absences due to such injury. In case of an accident or injury, the Employee must notify the manager and fill out an accident report immediately (within 24 hours, as required by the Insurance Carriers). Payments for medical expenses and lost time at work are determined by State law. Failure to promptly report an injury may result in loss of benefits.

The place of treatment will be determined by D & M, except in the case of extreme emergency where proximity to a treatment center could be a factor.

Workers' Compensation will not pay for any uncompleted medical treatments. The Employee may be liable for the cost of medical care if initial follow-up treatment was not completed. Employees who seek supplementary or alternative treatment on their own will be liable for any expense incurred for such treatment.

Any medical insurance provided by or through D & M must not be used for on-the-job injuries. All on-the-job injuries will be covered by Workers' Compensation.

D & M reserves the right to require Employees to return to work unless totally disabled, as defined by the attending physician. If the Employee is unable to return to his/her regular job, D & M reserves the right to adjust job duties to accommodate the Employee.

Any physical restriction/limitation, as a result of on-the-job injury will be expected to report to work and perform light or revised duties within their capabilities. Documentation of restriction will be required from the attending physician.

### **Investigation**

D & M reserves the right to investigate any on-the-job injury by any or all of the following methods:

D & M may seek information from other staff, persons served and any other witnesses, check any equipment for maintenance and safety, check the area of the injury and utilize any other form of inquiry and data collection that the Agency deems necessary in order to reach a fair and reasonable conclusion.

An Employee injured on-the-job may be required to submit to an alcohol and/or drug test, at the discretion of the manager, unless the injury requires hospitalization. An injury requiring hospitalization automatically requires alcohol/drug testing.

Any Employee with a physical restriction/limitation as a result of on-the-job injury will be expected to report to work and perform light or revised duties within their capabilities. Documentation of restriction will be required from the attending physician.

### **8.5 Personal Protective Equipment**

All personal protective equipment will be provided for employees by the agency. Examples of PPE are:

- Safety goggles
- Gloves
- Back supports