

EMPLOYEE HANDBOOK

OF

PARTNERSHIP FOR CHILD HEALTH

(Managed Access to Child Health, Inc.)

July 2016

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<http://partnershipforchildhealth.org/Employment.aspx>

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Introduction

We would like to take this opportunity to welcome you to the *Partnership for Child Health* family. Managed Access to Child Health, Inc. is the legal documented name of the 501c (3) Non-Profit Corporation. *Partnership for Child Health* is the name filed with the Division of Corporations as a registered “fictitious name” or “doing business as” (d.b.a.) to better reflect the organization’s philosophy and role in the child health community. For purposes of this handbook, your employer is *Partnership for Child Health*, herein after referred to as “the **PARTNERSHIP**”.

The **PARTNERSHIP** is an organization of pediatric physicians and organizations working to improve the health and wellbeing of children in Northeast Florida. The *Partnership* brings together the individual and collective expertise of its membership to enhance services and improve systems of care for all children, especially those with special health care needs. In this role, the **PARTNERSHIP** acts as a venue for Northeast Florida’s child health leaders to identify and address child health issues in our community, offers support for efforts to affect public policy through child advocacy and participates in research and the generation and dissemination of new knowledge related to pediatrics and child health

The **PARTNERSHIP** is the Primary Care Program for Children’s Medical Services Jacksonville area office -- a collaborative arrangement to promote and provide access to high-quality medical care, case management and health related services to enrolled children with special health care needs and their families. The **PARTNERSHIP** also offers education and resources to support primary care physicians’ efforts to provide ongoing comprehensive care using the medical home model.

Your employment is very important to us. We look forward to working with you as we continue to serve our mission in Northeast Florida, while also providing a rewarding and supportive environment to our employees. As part of our team, we encourage all employees to continue our tradition of excellence and integrity. Furthermore, we value our employee's loyalty and honesty and encourage open communication. We are confident that we will provide you with a rewarding employment environment and we welcome you once again to the **PARTNERSHIP** team.

This Handbook is intended as a means of communicating our policies and procedures to you in order for you to better understand how we, your employer, operate. It is presented as a matter of information only and its contents should not be interpreted, and are not intended, as a written employment contract between the **PARTNERSHIP** and any of its employees or a guarantee of continued employment.

It is the intention of the **PARTNERSHIP** to mirror the personnel rules, rights and responsibilities outlined in the State of Florida Employee Handbook. State of Florida Employee guidelines will apply unless in conflict with those set forth in this *Partnership for Child Health Employee Handbook*. In cases of conflict, the *Partnership for Child Health Employee Handbook* will prevail. Efforts will be made to assure compatibility of polices for the mutual benefit of the Organization and its employees.

Your continued employment with the **PARTNERSHIP** is subject to the need for the position and the continued availability of funding which supports the position. In accordance with the State of Florida “Employment at Will” doctrine, **PARTNERSHIP** employees may be

discharged for any reason that does not violate federal and state laws governing employer / employee relations. You also are under no obligation to continue employment for any specific term. Your employment is not for a definite period of time and nothing in this Handbook creates or implies an express or implied contract for employment or in any way guarantees any benefits described herein. You or the **PARTNERSHIP** can terminate your employment at-will at any time, with or without cause or notice.

After reading the following material, we urge you to discuss any questions and comments you may have with your immediate supervisor. We strongly believe in an "open-door, open-communication" philosophy and expect every employee to give us their input to achieve our mutual goals.

Guidelines governing Community Initiatives Project staff and Payroll Administration Service employees may vary from those stated in this handbook. These personnel should request clarification from their direct supervisor. (See "Personnel categories" in section I for further clarification.)

Finally, this handbook supersedes all previous handbooks, as well as management memos that may have been issued on the subjects covered.

We wish you a rewarding career.

I. **EMPLOYMENT POLICIES**

Employment Eligibility and Authorization

The Immigration Reform and Control Act of 1986 requires that the **PARTNERSHIP** ensure that employees are authorized for employment in the United States. Therefore, only individuals lawfully authorized for employment in the United States will be employed by the **PARTNERSHIP**.

Personnel Categories

The **PARTNERSHIP** employs four categories of personnel:

1. Administrative - responsible for all **PARTNERSHIP** administrative and/or supervisory duties. Administrative personnel are paid with **PARTNERSHIP** funding.
2. Nurse Care Coordination - Nurses are hired directly through the **PARTNERSHIP** to provide care coordination to a caseload of CMS clients. Nursing personnel are paid with **PARTNERSHIP** funding. Nurses may be based at the CMS office or at a practice location.
3. Community Initiatives Projects - hired for specific projects, sometimes a temporary position for the duration of the project. The details of employment are determined by a collaborative arrangement between the **PARTNERSHIP** and the project leaders. Community Initiatives Projects staff persons are paid with funds through an agreement between the project and the **PARTNERSHIP**. Departure from the policies outlined in this Employee Handbook may be authorized by the Community Initiatives Project Director or Medical Director as appropriate.
4. Payroll Administration Service (PAS) - hired for Children's Medical Services (CMS) purposes using CMS funding. Because the **PARTNERSHIP** has the flexibility to

hire more staff without State constraints, CMS contracts with the **PARTNERSHIP** to provide payroll and benefits for staff who would otherwise be hired as CMS Other Personal Services (OPS) employees, i.e. without benefits. The **PARTNERSHIP** invoices CMS and receives reimbursement from CMS monthly. These PAS personnel perform CMS assigned duties and functions and are held to CMS standards. CMS interviews, hires, assigns, trains, disciplines, evaluates, counsels and terminates these staff persons. The **PARTNERSHIP** provides payroll, payroll taxes, and fringe benefits to staff employed under this agreement. CMS determines the compensation for each of these employees and the **PARTNERSHIP** computes wages and withholds applicable federal, state, and local taxes, remits employee withholdings to the proper government authorities, makes employer contributions of FICA and state unemployment insurance payments, provides professional liability and worker's compensation insurance coverage and pays net wages and fringe benefits to PAS employees under this agreement. Payroll Administration Service employees are supervised and directed by CMS senior nursing management. Departure from the policies outlined in this Employee Handbook may be authorized by CMS senior nursing management as appropriate.

Equal Employment Opportunity

It has been and will continue to be the policy of the **PARTNERSHIP'S** to be fair and impartial in all of its relations with its employees and applicants for employment and to make all employment-related decisions without regard to race, religion, color, national origin, age, sex, disability, or any other categories protected by federal, state, or local law. This policy applies to recruitment, hiring, training, promotion, and all other personnel actions and conditions of employment such as compensation, benefits, layoffs and reinstatements, training, and disciplinary measures. Decisions regarding employment and promotion will be based solely upon valid job-related factors.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Human Resources Department. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Introductory Period

All employees are hired on a ninety (90) day introductory period. During this time you have the opportunity to determine whether you are suited for the job and the **PARTNERSHIP** has the opportunity to determine whether you are satisfying the job requirements and responsibilities. During this period, employees eligible to accrue paid leave will earn but cannot use "paid time off" (PTO). In addition, employees are not entitled to health insurance until 90 days after the employment date. It is the policy of the **PARTNERSHIP** to maintain an at-will employment relationship with all employees at all times during and after the introductory period.

During this introductory period, as well as at all other times, both employees and the **PARTNERSHIP** have the right to terminate employment without advance notice and without cause. Successful completion of the introductory period is not a guarantee of continued employment or of any set term of employment. Continued employment is always subject to our business needs and discretion, as well as your performance. Both during and after the introductory period, your

employment with the **PARTNERSHIP** remains an at-will relationship at all times.

Open-Door Policy

Open communication is important to the Organization. This policy, we believe, will allow employees to come forward and discuss their problems with their manager or direct supervisor, in order to resolve the issues quickly and efficiently. However, if your immediate supervisor is not able to satisfy your questions regarding the interpretation or application of this Handbook or any other work place issue, then you are free to contact the next higher level of supervision. If an employee has or foresees a problem which may interfere with that employee's ability to adequately perform his/her responsibilities, the employee should discuss the matter with his/her supervisor or with the Medical Director.

Drug-Free Workplace

Employees must report to work in a fit condition to work. The **PARTNERSHIP** believes that alcohol and drug abuse greatly affect job performance, the work environment and confidence in the company. Immediate action will be taken against employees who use, distribute, manufacture, or possess controlled substances while on the **PARTNERSHIP**'s premises, or who violate company rules that prohibit usage of controlled substances or alcohol on the job or at such times prior to working hours as to impair job performance. Any employee who violates this alcohol and drug policy will be subject to disciplinary action up to and including immediate discharge.

Employees must notify management, as a condition of employment, in writing within five calendar days, if they are convicted of violating a criminal drug statute. Appropriate personnel action will be taken, within 30 calendar days, against any employee convicted of violating a criminal drug statute up to and including termination, or require the employee to participate satisfactorily in a Federal, State, Local, or Law Enforcement approved drug abuse assistance or rehabilitation program.

Religious Accommodation

The **PARTNERSHIP** will make reasonable efforts to accommodate the religious practices of our employees. Whenever an employee requests an accommodation, the **PARTNERSHIP** will consider such possibilities as time off or change in job assignment. The requested accommodation, however, must be reasonable. We will not make any accommodation that would create an undue hardship on the activities of the **PARTNERSHIP**. Based on the particular facts in each case, we will determine whether a requested accommodation would create an undue hardship.

Employees With Disabilities

The **PARTNERSHIP** is firmly committed to complying with the Americans With Disabilities Act (ADA) and other federal and state legislation designed to ensure equal employment opportunities to persons with disabilities. The **PARTNERSHIP** prohibits discrimination on the basis of disability in regard to all employment practices or terms, conditions and privileges of employment. Consistent with this policy and applicable law, the **PARTNERSHIP** will make reasonable accommodation to the known physical or mental limitations of qualified applicants or employees, unless to do so would cause an undue hardship on the operation of its business.

Policy Against Harassment

The **PARTNERSHIP** expects that all employees will treat each other with fairness and respect. Harassment on the basis of race, religion, color, gender, age, national origin or disability or as otherwise provided under state or local law, will not be tolerated and is strictly prohibited. Harassment of this type is illegal and contrary to the policy of the **PARTNERSHIP**. The company strives to foster a work environment free of harassment, discrimination, intimidation and insult. Harassment is a form of misconduct that undermines both personal and professional relationships in the workplace. Every staff member must be assured that he or she can work in an environment that is free from unwanted and unwelcome harassment and discrimination.

Any person who believes that he/she is the victim of any type of discriminatory conduct, should, within 90 days, bring that conduct to the attention of his/her supervisor, the Human Resources Director or any member of management. The company will conduct a prompt and thorough investigation of all the circumstances surrounding the alleged incident in a confidential nature. If the investigation discloses that an individual has committed an act of discrimination, that individual will be subject to appropriate disciplinary action, up to and including termination. Retaliation in any form against an employee who complains of discrimination or harassment is strictly prohibited and will result in appropriate disciplinary action. Any supervisory employee to whom an employee brings a complaint of harassment but who fails to take appropriate action to resolve it will also be disciplined.

Sexual Harassment Policy

Sexual harassment as well as gender based discrimination is illegal and contrary to the policy of the **PARTNERSHIP**. The company strives to foster a work environment free of sexual harassment, gender based discrimination, intimidation and insult. The **PARTNERSHIP** prohibits any employee from making unwelcome and unsolicited sexual advances, unwelcome, offensive or inappropriate comments regarding an employee's gender or engaging in other verbal or physical conduct of a sexual or gender-offensive nature, when an individual's submission to that conduct is made explicitly or implicitly a term or condition of that individual's employment, or when that conduct creates an intimidating, hostile, or offensive working environment.

Harassment based on gender is a form of misconduct that undermines both personal and professional relationships in the workplace. Every staff member must be assured that he or she can work in an environment that is free from unwanted and unwelcome harassment and discrimination.

Sexual harassment creates unacceptable stress for the entire organization, adversely affecting morale, demeans the individual so treated, and could cause potentially devastating costs to the **PARTNERSHIP**. The **PARTNERSHIP** believes that courteous, mutually respectful, pleasant, non-coercive interactions between employees will best serve the well-being of each individual and the **PARTNERSHIP**.

All employees, both male and female, are strictly prohibited from sexually harassing or making improper advances toward other employees or harassing other employees as a result of their gender. Sexual harassment includes unwelcome or unsolicited verbal, physical or sexual conduct, that is made a term or condition of employment, or is used as the basis of employment or advancement decisions. Sexual harassment also includes conduct that has the

purpose or effect of unreasonably interfering with work or creating an intimidating, hostile or offensive work environment.

Any person who believes that he/she is the victim of any type of discriminatory conduct, including sexual harassment, should bring that conduct to the immediate attention of his/her supervisor, the Executive Director or any member of management. The organization will conduct a prompt and thorough investigation of all the circumstances surrounding the alleged incident in a confidential nature. If the investigation discloses that an individual has committed an act of discrimination, that individual will be subject to appropriate disciplinary action, up to and including termination. Retaliation in any form against an employee who complains of sexual harassment is strictly prohibited and will result in appropriate disciplinary action. Any supervisory employee to whom an employee brings a complaint of sexual harassment but who fails to take appropriate action to resolve it will also be disciplined.

Workplace Violence

It is the policy of the **PARTNERSHIP** to expressly prohibit any acts or threats of violence by any **PARTNERSHIP** employee or former employee against any other employee in or about the **PARTNERSHIP**'s facilities or elsewhere at any time. THE **PARTNERSHIP** also will not condone any acts or threats of violence against the **PARTNERSHIP**'s or Children's Medical Services (CMS) employees, patients, or visitors on CMS or the **PARTNERSHIP**'s premises at any time or while they are engaged in business with or on behalf of THE **PARTNERSHIP**, on or off the **PARTNERSHIP**'s premises. Any reports of violence or threats will be promptly and thoroughly investigated and, where warranted, ensure that appropriate action will be taken.

No-Solicitation/No-Distribution

The conducting of non-company business, such as marketing products or services, canvassing, collection of funds, pledges, circulation of petitions, solicitation of memberships, or any other similar types of activity is not permitted during the working time of either the employee doing the soliciting or being solicited, or at any time in working areas. The distribution of non-company literature, such as catalogs, leaflets, letters, or other written materials by an employee is not permitted during the working time of either the employee doing the distributing or the employee to whom the non-company literature is being distributed, or at any time in working areas.

II. COMPENSATION, LEAVE AND OTHER BENEFITS

Compensation

The **PARTNERSHIP** maintains two-week pay periods, for total of 26 periods per year. Paychecks will generally be distributed on the last day of each pay period - every other Thursday. If the payday should fall on a holiday, checks will be distributed on the previous working day, if possible. All appropriate wage and payroll deductions shall be taken out of each paycheck as required by law. Federal withholding tax and Social Security contributions are withheld from the salary of employees. Payroll deductions may also be made for insurance beyond that paid by the **PARTNERSHIP**. Employees should verify the deductions from their salary as shown on the Employee Earning Statement which accompanies paychecks. Any errors should be immediately reported to the Business Manager. Each employee is required to complete his/her time and attendance record promptly.

Time Sheets

Each **PARTNERSHIP** employee will maintain an agency-approved record of leave and attendance which reflects hours of work and leave taken. Leave and attendance will be kept and recorded in increments of not less than quarter hours. Any tardiness or absence from work greater than 7.5 minutes should be reflected by the use of a quarter hour of leave. Failure to submit a completed leave and attendance report, appropriately signed by the Supervisor may result in a delay in issuing the paycheck. Time sheets must be received no later than the last day of the pay week or the check may not be issued until the following pay day. The designation of a "full-time employee" is one who works 40 hours / week.

Benefits Overview

The **PARTNERSHIP** prides itself in providing a high level of excellent benefits to eligible employees. The terms, conditions, and eligibility requirements for fringe benefits are set forth in formal plans and policies for the specific fringe benefits, and those documents control in the event of any inconsistencies with this manual. All fringe benefits are subject to change or termination, and employees may be responsible for premium payments. The **PARTNERSHIP** and its benefit plan administrators reserve the right to determine eligibility, interpretation, and administration with respect to benefit plans. The group plan and other fringe benefits that we currently offer are:

1. Individual health and dental insurance will be offered by the corporation to full-time employees after three 3 months of employment. The portion of the premium paid by the employer is at the discretion of the organization. Additional family member coverage is available and will be paid for by the employee by payroll deduction if chosen. Employees may enroll during open enrollment periods. Full time employees who do not desire enrollment in the agency's plan may be paid an additional \$1,000 per year over and above their established salary. This will be added to their salary and subject to Federal taxes. Employees 65 years or older may be required to transfer their health benefits to the Medicare plan selected by the **PARTNERSHIP**.
2. The **PARTNERSHIP** provides each employee with Workers' Compensation insurance at no cost to the employee. This insurance provides for your medical expenses and a percentage of your income if you are injured as a result of your employment. Compensation is dependent upon the nature of the injury. On-duty accidents/injuries should be reported to your supervisor immediately, no matter how minor the injury or illness may seem. You should seek medical treatment promptly.

While the **PARTNERSHIP** encourages the reporting of any valid job related injury or illness, abuse of the Workers' Compensations benefit will not be tolerated. The **PARTNERSHIP** reserves the right to investigate the legitimacy of any claim for Workers' Compensation and will take appropriate disciplinary action where an employee is found to have deliberately filed a false claim. Failure to return to work upon release from medical care is grounds for dismissal.

3. Retirement benefits are paid by the corporation into an individual Simplified Employee Pension Individual Retirement Account (SEP IRA) set up for each eligible employee 21 years or over. Full-time employees are eligible to participate on the first day of the month following 30 days employment. Part-time employees are

eligible to participate on the first day of the month following 5 months employment. Employees receive a summary of their plan from the SEP IRA Pension Specialist on a quarterly basis. Employees are also covered by Federal Social Security. Social Security deductions are matched by the agency. Employees who terminate employment with the agency may withdraw retirement plan contributions and pay appropriate taxes and penalties, "roll" the contributions into a like plan, or leave funds in the system until age 59 1/2 or retirement if at a later age. Contributions are paid monthly. Employees who terminate employment with the **PARTNERSHIP** should leave their accounts open until at least 30 days after the end of the quarter in which they terminate.

Please see the Business Manager for further details.

Paid Time Off

Paid time off (PTO) is a system of providing vacation time, personal and sick leave for eligible employees. This system is more flexible than separate vacation, personal and sick leave time because you can decide for yourself how many of your paid days off you will use for vacation and how many days you will need to save in case you become ill.

Full-time salaried employees are eligible for PTO. You earn paid time off from the beginning of your employment with the **PARTNERSHIP** at the rate of eight (8) hours every two (2) weeks. You can not utilize paid time off until you have completed your first ninety (90) days of employment. PTO is posted at the end of each pay period and cannot be used until after the pay period in which it is accrued.

PTO taken for duration of one or more weeks must be requested and approved at least one month in advance. PTO will only be granted in extenuating circumstances for periods over two weeks. (i.e.: marriage, birth or adoption of a child). The **PARTNERSHIP** retains the right to schedule PTO leaves; however, every effort will be made to comply with an employee's requested leave dates, as business and scheduling demands permit. Upon returning to work, complete the leave request form for the supervisor's signature. Employees with a history of excessive absence resulting in leave without pay may be required to maintain a minimum balance of 16 hours PTO.

Each employee is encouraged to use the PTO to which he/she is entitled. PTO accrued but not taken may accumulate to a maximum of 240 hours per calendar year. PTO accrued beyond 240 hours will be forfeited at the end of the calendar year. Upon termination of employment, unused PTO up to 240 hours will be paid to the employee at his/her hourly rate if that employee had at least six months of satisfactory, continuous services with the agency providing contract funding is available.

Employees who work less than full pay period due to initial employment, separation during a pay period or leave of absence without pay, earn pro-rated annual leave as follows:

Number of Hours Worked	PTO earned
Less than 17	0
17-32	2
33-47	4
48-63	6
64 +	8

Holidays

Nine paid holidays are granted to regular, full-time employees during a calendar year. The **PARTNERSHIP** observes the paid holidays granted to the state of Florida employees. *Currently these are the paid holidays:*

1. New Year's Day
2. Martin Luther Kings' Birthday
3. Memorial Day
4. July 4th
5. Labor Day
6. Veteran's Day
7. Thanksgiving Day and the day after Thanksgiving
8. Christmas Day
9. One personal day per fiscal year. New employees are eligible for the personal day after 90 days of employment. The personal day must be used by the end of the fiscal year which is June 30.

Compensatory Time

Professional employees who, with their supervisor's approval, work beyond the forty hour work week may earn compensatory leave only if the work week cannot be otherwise adjusted. All compensatory time must have prior approval by the appropriate supervisor. Compensatory time must be used within the same pay period. Compensatory time may be earned only if the work load warrants and the work cannot reasonably be completed during the normal work week. Employees will not be granted compensatory leave for choosing to skip lunch, stay late, come early, etc. unless the work cannot be completed during the normal work day. Upon termination of employment, compensatory time will not be reimbursed.

Family and Medical Leave Act ("FMLA")

The Family and Medical Leave Act of 1993 (FMLA) is a federal law that allows eligible employees to take up to twelve (12) workweeks of paid or unpaid, job-protected leave within a 12-month period, for a "FMLA-qualifying event" such as the birth of a child of the employee and to care for the child, a serious health condition, to care for a dependent with a serious health condition, etc.

An employee is eligible if his/her employer has at least 50 employees. The employee must be employed for at least twelve (12) months and working at least 1,250 hours during the previous twelve (12) month period to be entitled to twelve (12) weeks of unpaid leave during any twelve (12) month period.

Bereavement Leave

A bereavement period is a time when you need to know that the people you work with care about you and your family. We will make every effort to meet your needs for time off during this period. In addition, as part of our commitment to you, we will provide bereavement

pay for up to three (3) days of regularly scheduled work in the (5) days following the death. This benefit covers death in the employee's immediate family as follows: spouse, child, stepchild, brother, sister, parent, grandparent, grandchild, and spouse's parent.

Military Leave

If you are a member of the Reserve Corps of the U.S. Armed Forces or the state National Guard, you may take a military leave of absence without pay if you are required to go on active duty or active duty training. To help us cover your position while you are on leave, please notify your supervisor and the Human Resources Department of the expected date of your departure and, where possible, date of your expected return as soon as you receive your orders. If you are returning from initial active duty for training, you must apply for reinstatement within thirty-one days after being released from military duty.

Administrative Leave

This is a leave of absence with pay that may be authorized and not charged against earned leave. This type of leave may be approved for court appearances (except personal litigation) or jury duty; voting (up to two hours maximum if the employee lives outside the county and cannot reasonably get to the polls before or after work); meetings, conferences or in-service education beneficial to the agency; certain types of short-term military duty (up to 17 days per year), death in the immediate family (three days); natural disaster and other emergency conditions. Administrative leave is authorized by the employee's supervisor.

Jury Duty

The **PARTNERSHIP** recognizes that serving on jury duty is a civic responsibility for every U.S. citizen. The **PARTNERSHIP** does reserve the right to ask the court to excuse the employee if it causes undue hardship on the company. The **PARTNERSHIP** also recognizes that employees may at times be summoned or subpoenaed for a court appearance as a witness. The **PARTNERSHIP** will grant employees paid leave for time spent on jury duty and for attendance as a nonparty witness in court, except that the company reserves the right to limit the duration of paid leave. As a result of receiving paid leave, all jury and witness fees, except transportation reimbursement, must be turned over to the company. Copies of all summons and court documentation for time spent out of the office must be turned in to the Office of Human Resources. Employees should give their supervisors as much notice as possible of their need for leave under this policy.

Leave Without Pay

The **PARTNERSHIP** will grant leave without pay for medical problems or other personal reasons. Employees should request the leave in writing to the **PARTNERSHIP** Medical Director. While employees are on leave without pay, they shall not be entitled to paid benefits or salary. Insurance benefits may be continued during the leave at the expense to the employee.

Employees on Leave without pay earn PTO based on the hours worked per pay period as listed:

Number of Hours Worked	PTO earned
Less than 17	0
17-32	2
33-47	4
48-63	6
64 +	8

Leave without pay will be reflected in the paycheck deduction. Employees returning from leave without pay are not guaranteed the same position and shift they had when leave was taken. However, reasonable effort will be made to reinstate employees to the first available position of equivalent classification and pay. Employees who do not accept the position offered on return from leave of absence will be considered to have voluntarily resigned.

General Policies on Absences

If employees expect to be absent from work for any reason leave must be requested from the supervisor as far in advance as possible. Otherwise all employees are expected to be at work during their established hours of work except during the lunch period. If an employee expects to be late or absent and does not have prior approval, the employee is responsible for calling the supervisor as soon as the office opens so that alternative plans can be made.

Regular attendance is required for all employees. Continued occurrences of lateness or absenteeism will result in dismissal.

Unemployment Compensation

Employees who are laid off or terminated through no fault of their own may be entitled to unemployment compensation benefits under Florida Law. Employees should contact the nearest office of the Bureau of Unemployment Compensation of the Department of Labor and Employment Security to determine their rights to compensation.

III. CONDITIONS OF EMPLOYMENT

Standards of Professionalism

The manner in which you conduct yourself should create a favorable and lasting impression of the **PARTNERSHIP**. The continued success of the **PARTNERSHIP** depends on the quality, integrity, expertise and professionalism of our staff. All **PARTNERSHIP** staff will maintain a commitment to quality and support of the formal and informal organizational philosophy, standards, policies and procedures with the understanding that the work is a reflection of the program, program staff and Board of Directors.

Employees will exchange information using good verbal communication skills and tact as appropriate to the recipient and the situation, be sensitive to the interrelationships of both people and functions within and related to the organization and discuss **PARTNERSHIP**

activities with non-Program entities only to the extent of confirmed accurate knowledge thereof, conveying a positive message. Written communications must meet the highest standards of grammatical accuracy and clarity. Individuals who telephone the **PARTNERSHIP** must receive prompt and courteous attention and a helpful and meaningful response. Individuals who visit the **PARTNERSHIP** must always be treated with deference, tact and courtesy.

All employees should present themselves in a professional and efficient manner. Respect and thoughtfulness towards your fellow workers will always be expected.

Personal Conduct Policy

The **PARTNERSHIP** pursues its mission to support quality children's health services in an atmosphere of cooperation with program staff, stakeholders and partners. Representatives of the **PARTNERSHIP** will demonstrate helpfulness, efficiency, high work standards and quality customer service for all internal and external customers. The **PARTNERSHIP** endeavors to maintain a reputation of being a positive, accessible and capable community partner, effectively responding to the needs and opportunities related to its many roles in supporting improved health systems and services for children with special needs in Northeast Florida.

The orderly and efficient operation of the **PARTNERSHIP** requires that employees maintain proper standards of personal conduct. Fortunately, the vast majority of our employees have the desire and self-discipline to follow common sense rules. These rules are necessary to protect the **PARTNERSHIP** and our employees, as well as provide a high quality of service.

While every situation cannot be anticipated, the following regulations specify impermissible conduct which may result in disciplinary action including immediate discharge. In all instances, Management will determine the appropriate discipline to be imposed. Commission of any of the following or similar acts is considered serious and provides grounds for disciplinary action, which may include dismissal.

Without limiting the **PARTNERSHIP**'s right to discharge an employee at any time, with or without cause, the following acts of misconduct are provided as nonexclusive examples of unacceptable activity:

1. **Unauthorized Disclosure of Information or Material:** Failure to observe confidentiality of patient or agency information.
2. **Failure to Report Child Abuse:** Any mistreatment, abuse, neglect or exploitation of a client must be reported to the Abuse Registry immediately upon becoming aware of such treatment.
3. **Incompetence:** Failure to maintain the standards of performance of the position.
4. **Gross Misconduct:** Participating or engaging in any activity that is harmful or potentially damaging to the reputation or not in the best interest of the agency.
5. **Conviction** under any criminal code of law other than minor traffic violations.
6. **Absenteeism or Tardiness** without justifiable cause or notice.
7. **Violation of agency rules and/or policies** which have been made known to the employee

8. Insubordination: Deliberate failure to obey a reasonable order given by supervisor.
9. Dishonesty including misrepresentation of facts or failure to disclose information pertinent to agency services and intentional acts of misrepresentation, falsification or omission of any fact, whether verbal or written, including on such records as, but not limited to, time sheets, chart records, travel vouchers, employment applications/resumes and work products.
10. Misuse of property: Unauthorized or inappropriate use of agency property or equipment.
11. Alcohol/Controlled Substance: Reporting to work under the influence of alcohol, nonprescription drugs or substances which may alter ones ability to perform duties. The unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace.
12. Disruptive conduct or behavior that interferes with the work performance of others, including, but not limited to, harassment, threatening, and/or abusive actions or language, unauthorized solicitation, or actions which disrupt routine office activities.

Personal Appearance

Immaculate grooming, personal cleanliness and appropriate dress are expected of all employees. As a representative of the **PARTNERSHIP**, it is essential that each employee present a professional and well-groomed appearance at all times. Name tags should be worn during public and client contact. The wearing of backless or strapless garments, shorts or shirts with inappropriate inscription is prohibited. Jeans may be worn on designated days only.

Confidentiality of Employer and Patient Information

All employees of the **PARTNERSHIP** are required to respect and maintain the confidentiality of all information, including but not limited to, business documents, reports, records, files, correspondence and communications, to which the employee has access in carrying out responsibilities and duties both during and after employment with the **PARTNERSHIP**. All employees are expected to show the highest regard for the privacy of each client and will strictly observe the confidentiality of records and other information associated with a client. This information should not be discussed with anybody, except as necessary to accomplish one's duties and employees must be alert to others overhearing professional discussions.. Sharing of Protected Health Information (PHI) is governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). New employees with access to patient information are provided a HIPAA overview during new employee orientation. The Organization will determine employees' access to PHI. Violations of HIPAA are extremely serious and may result in disciplinary action up to and including termination. Any inquiries from the media concerning a patient should be referred to the Program Administrator or Medical Director.

Business Equipment and Electronic Privacy

All of the **PARTNERSHIP**'s business equipment, such as copiers, facsimile machines, computer systems and telephone equipment are the company's property and are to be used

solely for business related purposes.

The company strictly prohibits non-job-related uses of its software and business equipment, including but not limited to facsimiles, computers and copy machines. If you do not wish personal information, such as that which may be contained in E-mails, computer storage, or voicemail, to be subject to monitoring, you should not employ these systems for personal use.

Employees who violate this policy or who abuse the use of the **PARTNERSHIP**'s business equipment are subject to discipline, up to and including termination of employment.

Information Network and Use of the Internet

The **PARTNERSHIP** uses the Florida Department of Health information network and therefore all employees are subject to the State of Florida policies regulating use of the network, internet and e-mail.

Disciplinary Action

The **PARTNERSHIP** expects employees to comply with its policies and standards of behavior and performance. Noncompliance with policies and standards of behavior or performance, including poor performance, may result in disciplinary action, including, but not limited to: informal counseling, verbal warnings, written warnings, suspension, and termination. Any action considered counterproductive to efficient and effective operation of the agency and the delivery of client services may subject an employee to disciplinary action. Efforts will be made to apply and document the disciplinary actions sequentially unless the conduct infraction warrants otherwise, in which case, the need for discipline and the type of discipline will be determined by the Medical Director. Examples of disciplinary action are as follows.

1. Counseling / Verbal reprimand
2. Written reprimand
3. Probation
4. Suspension
5. Dismissal

Disciplinary action may be initiated by the supervisor. Suspensions and dismissals will be with the approval of the Medical Director. Payroll Administration Service employees are supervised, directed disciplines and terminated by CMS senior nursing management with approval of the **PARTNERSHIP** Medical Director.

Grievances

If an employee thinks or feels that any action taken is unjust or inequitable, he/she may bring a grievance to the attention of the immediate supervisor. If no resolution is reached at that level, a grievance form may be completed and submitted to the Human Resources representative who will schedule a formal meeting with the employee, immediate supervisor and the Medical Director or neutral party. Issues not satisfactorily resolved may be referred to the Board of Directors for final disposition.

Resignation

In the event of resignation, a non-exempt employee is required to give the **PARTNERSHIP** two weeks' notice. An exempt employee is required to give four weeks' notice. PTO may be used if the workload permits and the supervisor approves, during this time; however, employees must be present at work on the final day. Provided the **PARTNERSHIP** is given proper notice, an employee shall be entitled to receive payment for up to a maximum of 240 hours of accumulated unused PTO earned if that employee had at least six months of satisfactory, continuous services with the agency providing contract funding is available. Failure to give adequate notice or to work the final day will be grounds for withholding payment for unused PTO.

Upon resignation, an employee can be required to leave the premises at once or at any time prior to the expiration of the two weeks' notice.

Employee Departure Procedure

All employees at **THE PARTNERSHIP** are employee's at-will. Upon termination or departure, an employee is expected to do the following:

1. Return to his/her immediate supervisor any and all properties of the **PARTNERSHIP** (i.e. credit cards, security access cards, computers, laptops, keys, car phones, pagers, manuals, software, or any other company-related property in employee's possession).
2. Settle all accounting of any cash funds in the employee's possession.

Abandonment of Position

Any employee who fails to report for work for three or more consecutive days, and does not appropriately notify his/her supervisor of the need to take leave will be terminated for abandonment of position.

Termination

The **PARTNERSHIP** may terminate an employee's service at any time without notice. Upon termination, an employee shall receive payment for any accrued or accumulated PTO if that employee had at least six months of satisfactory, continuous services with the agency providing contract funding is available. Failure to give adequate notice or to work the final day will be grounds for withholding payment for unused PTO. Termination of Payroll Administration Service employees is at the discretion of CMS with approval of the **PARTNERSHIP** Medical Director.

Outside Employment

Employees may hold outside jobs as long as they report secondary employment to their immediate supervisor and continue to meet the performance standards of their job with the Partnership. All employees will be judged by the same performance standards and will be subject to the Partnership's scheduling demands, regardless of any existing outside work

requirements. Disciplinary action will be taken if the outside work causes or contributes to job-related problems.

If the Partnership determines that an employee's outside work interferes with performance or meeting the job requirements (as they are modified from time to time) or ability to fulfill other responsibilities of the primary job the employee may be asked to terminate the outside employment if he or she wishes to remain with the Partnership. Behaviors or any work activity that affects the employee's job performance, punctuality or loyalty or negatively impacts the employer in any way are prohibited. Such behaviors or work activity include but are not limited to competitive activities; the performance or solicitation of outside business during paid working time including soliciting business from fellow employees; the use of the employer's tools or equipment for outside work; any work done for, or as, a competitor of the organization; any work activity that would adversely affect the employer's image; and the use of certain paid absences for outside employment.

Outside employment that constitutes a conflict of interest is prohibited.

IV. OTHER ADMINISTRATIVE MATTERS

Employee Information

The **PARTNERSHIP** maintains a personnel file on every employee. It is important that all information in the file is up to date, such as: employee's name, address, telephone number, etc. Employee information will not be used as the basis of any employment related decision at the **PARTNERSHIP**. Personnel folders are held and maintained by the Program Administrator. Access to these records is limited to the Program Administrator and Medical Director as well as the appropriate CMS or Community Initiatives Project personnel. Payroll and benefits related information is also available to the Program Business Manager.

Personnel folders of the Administrative, Nurse Care Coordination and Community Initiatives Projects staff contain the following:

1. Completed Employment Application
2. A copy of the Social Security Card
3. A copy of a picture I.D. such as a Driver's License
4. A college transcript or a copy of college diploma
5. In lieu of transcript or diploma, a copy of the professional license or certification held by the employee
6. Signed receipt of job description and performance
7. Medicaid Provider Number for Nurse Case Managers
8. Completed Performance Evaluations

Personnel folders of the staff hired through the Payroll Administration Service (PAS) agreement contain the following:

1. A copy of a picture ID such as Driver's License
2. Education verification and / or a copy of "active" State of Florida professional license or certification (if applicable).
3. Drug screening records
4. Background check information
5. Job description
6. Employee Handbook acknowledgment form showing receipt of Handbook

PAS employee files may also contain the following:

1. Employee's original employment application
2. Employment interview report form(s)
3. Previous employment verification
4. Documentation of reference checks
5. Employment offer letter
6. Employment acceptance letter
7. Signed receipt of job description form
8. Checklist and forms from new employee orientation/training
9. A copy of the Information Security Usage Statement

Access to the payroll and benefits records is limited to the Program Administrator, Medical Director and Business Manager as well as the CMS Nursing Director.

Reference Checks

Employment information about the past or present staff members of the **PARTNERSHIP** is confidential and should not be communicated to anyone who does not have a legitimate interest in the information. Therefore, all employment reference inquiries regarding past or present staff members must be directed to the Medical Director. No one other than the Medical Director or his/her designee of the **PARTNERSHIP** is authorized to respond to such requests. In response to a request for employment information, the information furnished by the **PARTNERSHIP** will be limited to the staff member's name, job title, employment dates and confirmation of salary data.

Registration, Licensure, Certification

Certain positions require that the employee maintain an active license, registration or certification. The employee is responsible for maintaining same and providing the **PARTNERSHIP** a copy of current documents.

Work Hours

The **PARTNERSHIP**'s normal working hours are Monday through Friday from 7:30 a.m. to 4:30 p.m. Unless specifically instructed otherwise, employees should work the hours they are scheduled to work. Each employee is entitled each day to one hour for lunch. At least a 30 minute lunch period must be taken - and reflected on the time sheet - for a work day longer than five hours unless otherwise authorized by the supervisor. Work hours may be staggered a minimum of 30 minutes earlier or later with the supervisor's approval. Changes in work hours must be requested, in writing, to the employee's immediate supervisor. Hours of work, however, will be consistent and cannot be changed from day to day. Lunch periods should be taken between the hours of 11:00 a.m. and 2:00 p.m.

Punctuality and Attendance

Punctuality and regular attendance is an important part of every employee's job. You are expected to come to work on a regular and timely basis and to be on time. You are also expected to stay in your work place until your scheduled time to leave. You will be paid only for the time you actually work, which includes your rest period but not meal breaks. If you are late or leave early, you will only be paid for the time you actually worked, not your whole shift. Continued occurrences of lateness or absenteeism will result in discipline up to and including termination.

Performance Appraisals

1. Administrative and Nurse Care Coordination personnel

New employees will be considered probationary for a minimum of six (6) months. An evaluation of performance will be completed prior to the end of the probationary period and the probationary period may be extended. Unless the probationary period is extended employees will be granted permanent status after six (6) months continuous employment.

Performance appraisals allow us formally to recognize and evaluate your performance. While work load and other circumstances may prevent regular reviews, in general you will receive a written performance appraisal at the end of your introductory period and thereafter. In addition, we will conduct a periodic evaluation of your skills in serving our customers and working with your fellow employees. The appraisal process will take into account the quality and quantity of your work, demonstrated job skills, initiative, attendance, personal conduct and general attitude towards your job, fellow employees and our guests.

While the **PARTNERSHIP** will try to assist employees in their work performance, the ultimate responsibility for improving performance rests with the employee. Should an employee feel his/her evaluation is not a fair appraisal of performance and the issue(s) cannot be resolved with the supervisor; they may appeal, in order to the Medical Director or the Board.

2. Community Initiatives Projects staff

Policies for probation, performance appraisals and follow up will be collaborative effort between the **PARTNERSHIP** and the project leaders.

3. Payroll Administration Service employees - Policies for probation, performance

appraisals and follow up are at the sole discretion of CMS.

Employee Privacy

For your protection, employees are discouraged from bringing personal luggage, parcels or bags to work, and advised to keep the personal belongings you carry with you to a minimum. Remember to exercise common sense, and always take steps to safeguard purses and wallets at all times. The **PARTNERSHIP** cannot be responsible for items which you may leave unsecured or overnight at our offices. The organization reserves the right to look through its own premises, including premises and property issued to employees for their use, such as desks, regardless of whether those premises or property are issued for any employee's sole use.

Work-Related Travel

Mileage reimbursement for work-related travel is paid at the rate determined by the State of Florida. Out-of-district travel must be approved in advance by the employee's supervisor. Approved out-of-district travel is reimbursed in accordance with the terms set forth by the State of Florida. Employees must obtain prior approval from their immediate supervisor for travel. Travel authorization and reimbursement of expenses for PAS employees is provided by CMS.

Telework / Telecommuting

Telework, also known as telecommuting, is a program under which employees work at a place other than their traditional workplace on specified days and at their primary worksite the remainder of the time, retaining flexibility to meet the needs of the work unit. The telework location may be the employee's home or another suitable location. Employees use telephones and computers to communicate effectively. The **PARTNERSHIP** supports telework to maximize productive work time, decrease the need for office facilities and reduce energy used for transportation. The **PARTNERSHIP** supports telework in situations where it is in the best interest of the Organization.

1. **Eligibility** - This policy applies to program administrative employees who work outside of the office for one or more days a week on a routine basis. The policy does not apply to program nurse care coordinators, Community Initiatives Projects staff or Payroll Administration Service employees. Administrative employees who have completed six months of employment and normally work an established workday are eligible to telework under this policy. Their work shall be of a nature wherein face-to-face interaction is minimal or may be scheduled to permit teleworking. Employees who telework need to remain flexible to accommodate meeting schedules. This policy creates no employee rights in relation to telework.
2. **Approval** - The employee's supervisor must approve telework arrangements. The supervisor shall consider an employee request to telework in relation to the operational needs of the department. The supervisor will take into consideration the applicant's demonstrated conscientiousness about work time and productivity, and their work habits, including their ability to be self-motivated and have minimal face-to-face daily supervision. All requests are subject to approval by the Medical Director. Unless otherwise agreed, telework will be on the basis that the employee spends at least three-fifths of his/her usual weekly hours of duty at the office based site. An employee in a home based work arrangement is prohibited from

contracting out his/her work. Telework must not adversely affect quality of work. The employee's supervisor or the Medical Director may modify or revoke the right to telework at any time.

3. Job Characteristics Not Considered Appropriate for Home Based Work

Employees performing the duties of a position where the position could be described as having at least one of the following characteristics will not be considered for home based work:

- The position requires a high degree of supervision or close scrutiny;
- The position requires a direct client face to face contact on a frequent basis;
- The position requires regular access to in-office reference materials or individuals;
- The position does not lend itself to objective performance monitoring of outcomes;
- The position requires the occupant to be a member of a team and that regular direct face to face contact on a daily basis with other team members at the office based site is an integral part of the job's responsibilities; or
- The position has other characteristics which are unsuitable for home based work.

4. Assurance of Effective Communications - The employee must possess the appropriate telecommunications equipment appropriate to the job functions, i.e computer with internet and e-mail, fax machine, telephone, cell phone, voicemail system, etc. The employee is responsible for maintaining complete accessibility by phone and e-mail to assure that easy contact can be made with him/her during working hours.

5. Conditions

- Staff must have a high degree of independence and control of scheduled work responsibilities.
- There must be quantitatively measurable job duties with clear objectives for work products.
- Staff must present a qualifying situation or event when requesting a telecommuting consideration which can include but not limited to: distance of office from home; a reasonable accommodation under the provisions of the American with Disabilities Act; a desire to work outside of the normal or core hours for the office; unavailability during core hours, etc.
- There must not be an undue hardship for the office due to telecommuting.
- The employee must be available to work core hours if office situations require on-site staff.
- The employee requesting telecommuting must not have any current or pending disciplinary issues or be on any type of work improvement plan.
- The employee will not be reimbursed or otherwise compensated for expenses associated with the telework arrangement which would not otherwise be incurred by the Organization.

Personal Telephone Calls

All personal calls must be of short duration and held to an absolute minimum. Personal long distance calls are prohibitive. Abuse of the phone system through personal telephone calls is grounds for discipline including termination.

Smoking

This is a smoke-free work place. There is no smoking in any area of the office.

Disaster Deployment

1. **PARTNERSHIP Personnel Are Encouraged To Volunteer** - *Partnership for Child Health* takes pride in being part of the CMSN team and mission and as such, **PARTNERSHIP** staff are encouraged to volunteer to serve in disaster relief efforts or shelter duty with which DOH/CMS staff are being deployed to assist. **PARTNERSHIP** personnel who wish to volunteer may not be deployed in the same manner as State employees and must appropriately register as private citizen volunteers.
2. **Deployment and Shelter Duty** - **PARTNERSHIP** personnel must secure approval from their supervisor before committing themselves to an assignment. If supervisory approval is granted, **PARTNERSHIP** personnel will be given administrative leave for time served, will not have to use PTO but will not accrue overtime, PTO or compensation time of any kind since the employee is not working his/her regularly scheduled hours.

Since **PARTNERSHIP** personnel volunteers are deployed as private citizens, any travel, meals, lodging, etc. will be at their own expense unless provided through the site at which they are volunteering or DOH/CMS.

PARTNERSHIP personnel should be advised they will be on leave and are therefore not covered by workers compensation or any other **PARTNERSHIP** liability coverage and that DOH/CMS has no liability or responsibility for them personally or their actions while serving in this capacity. It is important to that **PARTNERSHIP** personnel register as DOH volunteers so they can be afforded whatever rights and protections are offered therein.

3. **Emergency Duty Forms** - As private citizens, **PARTNERSHIP** personnel should complete whatever forms are required of private citizen volunteers to serve in a shelter or be deployed.
4. **Disaster Training** - Periodically and particularly in preparations for hurricane season, there may be disaster and related trainings. The **PARTNERSHIP** supports the Regional direction to encourage training to further empower those who might wish to volunteer in the event of a disaster. Training presents the opportunity to be better informed, can provide an understanding of what is happening and may offer information relevant to CMS families. Knowledge gained could be of benefit during a crisis in the future.

If CMS staff attendance is required at the training, CMS supervisors may also

require PAS employees to attend; and **PARTNERSHIP** supervisors may require attendance by other **PARTNERSHIP** personnel.

5. **Impending Disasters / Warnings and Office Closures** - If a CMS office or worksite is closed or evacuated by a designated CMS authority, the CMS Nursing Director or designee may direct **PARTNERSHIP** PAS employees to immediately observe the same without obtaining any special **PARTNERSHIP** approval. If such closures involve CMS staff being granted administrative leave, CMS designated authorities are authorized to advise **PARTNERSHIP** PAS employees that they can expect to be afforded similar administrative leave through the **PARTNERSHIP**.

CMS Nursing Directors, CMS Supervisors or CMS designated staff are asked to inform the **PARTNERSHIP** Program Administrator of the closure or evacuation and specifically advise what was approved for CMS staff. Other **PARTNERSHIP** personnel will be notified of the closure or evacuation. Administrative leave is at the discretion of the immediate supervisor.

6. **Alternate Assignment-Change In Work Hours/Days** - Employees who do not choose to volunteer for disaster deployment may have their duties, hours or workdays changed to accommodate the needs of the office during the period of disaster response. Previous leave approvals could possibly be rescinded to provide adequate coverage in the office. These changes are at the discretion of the immediate supervisor.
7. **Payroll Administration Service (PAS) Employees** - **PARTNERSHIP** employees hired for CMS purposes through the Payroll Administration Service (PAS) agreement must comply with the policies above regarding disaster relief efforts or shelter duty. Any decisions or approvals for PAS employee volunteers are left to the discretion of the immediate CMS supervisor.
8. **Emergency Response Contact Information** - Duval County's Emergency Operations Center (EOC) is the body that integrates the resources and personnel from multiple public and private sector agencies during an emergency. The EOC mobilizes Community Emergency Response Teams (CERT) to support responding agencies. For information regarding how to participate, call Duval County Emergency Management at (904) 630-2472 and ask for the person who handles the CERT teams.

The Duval County Health Department also has a volunteer Medical Reserve Corps (MRC) to provide the platform and framework to support the integration of the medical community into the community's emergency response system. Medical Reserve Corps volunteers provide assistance and depth to local emergency teams. Medical and health professionals, even ordinary citizens who can help with non-technical tasks, are encouraged to join the local Medical Reserve Corps Unit. As of this writing (7/09), the contact person and phone number for the MRC is Kathy Barnett at (904) 253-1026.

All employees, including administrative staff, nurse care coordinators, Community Initiatives staff and Payroll Administration Service employees, who wish to volunteer to be deployed for disaster response efforts initiated by the State, are required to do so on their own time, i.e. to use accumulated PTO hours or leave

without pay. Participation requires approval by the **PARTNERSHIP** Medical Director. The Partnership provides no general liability insurance coverage for personal liability which the employee may incur as a volunteer. Also, workers' compensation does not extend to volunteers in most situations.

Whistleblower and Fraud Reporting Policy

Purpose

The objectives of the Whistleblower and Fraud Reporting Policy are to establish policies and procedures for:

1. Reporting concerns regarding
 - questionable accounting or auditing matters,
 - violation of a state or federal statute,
 - violation or noncompliance with a state or federal rule or regulation, or
 - violation of Organization policies and procedures by employees, directors or officers in a confidential, anonymous manner.
2. Receipt, retention, and treatment of complaints received by the Organization.
3. Protection of employees, directors and officers of the Organization reporting concerns from retaliatory actions.

Definitions

- A whistleblower as defined by this policy is an employee, director or officer of the Organization who reports activities that he or she reasonably believes to be illegal, dishonest or involves a violation of state, federal and/or Organization laws, rules, regulations and/or policy.
- The Organization's Executive Committee consists of the elected officers of the Board of Directors. The Chairman of the Executive Committee is the Chairman of the Board.
- Where "Chairman of the Board" is specified in this policy, it will be assumed that "another Officer" (member of the Executive Committee) shall replace "Board Chairman" if the Board Chairman is involved in the concern.

Reporting Responsibility

Each employee, director or officer has an obligation to report questionable or improper accounting or auditing matters or other violations as described above.

Authority of Executive Committee

All reported concerns will be addressed by the Executive Committee in accordance with the procedures set forth in this Policy. The Executive Committee will be responsible for investigating all reported concerns and making appropriate recommendations to the Board of Directors regarding those concerns.

No Retaliation

This Policy is intended to encourage and enable employees, directors and officers to raise concerns within the Organization for investigation and appropriate action. No employee, director or officer who reports a concern in good faith shall be subject to retaliation or adverse employment consequences.

Any employee, director or officer who retaliates against someone who has reported a concern in good faith is subject to discipline up to and including termination of employment or position on the Board of Directors. Any whistleblower who believes that he or she is being retaliated against should contact the Chairman of the Board.

Procedures for Reporting Concerns

Employees

If appropriate, an employee should first discuss his/her concerns with the Medical Director. If, after that discussion, the individual continues to have reasonable grounds to believe the concern is valid and has not been addressed appropriately, he or she should report the concern to the Chairman of the Board in writing. If the employee is uncomfortable speaking with the Medical Director, or the Medical Director is the subject of the concern, he/she should report the concern directly to the Chairman of the Board. Concerns may also be submitted anonymously in writing or via voice mail. Employees also may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission of Human Relations or the Whistleblower's Hotline number at 1-800-543-5353.

Directors

Directors should submit concerns in writing to the Chairman of the Board

Addressing Reported Concerns

The initial recipient of the report shall promptly investigate all reported concerns. The Medical Director shall immediately notify the Chairman of the Board who will inform the Executive Committee. In the case of non-anonymous reports, the Chairman will notify the complainant and acknowledge receipt of the concern within five business days. Anonymously submitted concerns cannot be acknowledged. If warranted, the Executive Committee will recommend corrective action to the Board of Directors.

Any actions taken must include follow-up with the complainant. The Executive Committee has the authority to obtain outside legal counsel, accountants, private investigators, or any other resource deemed necessary to conduct a full and complete investigation of the allegations.

Disciplinary Action for

- questionable accounting or auditing matters,
- violation of a state or federal statute,
- violation or noncompliance with a state or federal rule or regulation, or
- violation of Organization policies and procedures by employees, directors or officers in a confidential, anonymous manner

may include termination of employment or position on the Board of Directors.

Acting in Good Faith

Anyone reporting a concern must act in good faith and have reasonable grounds for believing the information disclosed indicates an improper accounting or auditing practice, a violation of the policies and procedures of the Organization, or a violation of a state or federal statute.

The act of making allegations that prove to be unsubstantiated, and that proved to have been

made maliciously, recklessly, or with the foreknowledge that the allegations are false, will be viewed as a serious disciplinary offense and may result in discipline, up to and including termination of employment or position on the Board of Directors.

Confidentiality

Reports of concerns, and investigations pertaining thereto, shall be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation, to comply with the law, and/or provide accused individuals their legal rights of defense. Disclosure of reports of concerns to individuals not involved in the investigation will be viewed as a serious disciplinary offense and may result in discipline, up to and including termination of employment or position on the Board of Directors.

Incident Reporting

In order to ensure a safe, healthful, and efficient work environment for our employees, the PARTNERSHIP has established the following incident and near miss reporting policy as a condition of employment and continued employment.

Employees are required to report to their supervisor any job-related incidents of the following types:

- Accidents: unplanned events that result in injury, illness, property damage, loss of materials, or environmental damage.
- Exposures: contact with potentially harmful chemical or physical agents or biological hazards, whether or not these result in injury or illness.
- Injuries or illnesses: Even minor ones, and even if the employee believes that the injury or illness may not be job-related (for example, signs and symptoms of ergonomic injuries, which may have more than one cause).
- Near Misses: Events that could have, under slightly different circumstances, caused injury, illness, death, property damage, loss of materials, or environmental damage.

Accidents, exposures, injuries and illnesses, and near misses must be reported to the employee's direct supervisor or to the acting supervisor on-site immediately, or as soon as possible if they cannot be reported immediately (for example, providing emergency medical care can take precedence over reporting). The Incident form must be completed and signed within 24 hours of the incident. The form will be kept on file as the formal documentation of the reported incident.

All employees are hereby advised that full compliance with this policy is a condition of employment with the PARTNERSHIP. Any employee who violates this policy will be subject to discipline, up to and including discharge.

**Employee Grievance Report**

Employee Name		
Department		Title

Date of Related Event / Incident	
Date of the Grievance Report	

Description of the grievance:

Were there any witnesses?

What steps have you taken to resolve the issue?

How would you like this matter to be resolved?

Reported to		on	
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Employee Signature

Date

Supervisor Signature

Date

Medical Director/Mediator

Date



Partnership for Child Health

Incident Report Form

Date of incident: _____ Time: _____ AM/PM

Name of injured / exposed person: _____

Address: _____

Phone Number(s):_____

Date of birth: _____ Male _____ Female _____

Who was injured / exposed? (circle one) Employee Patient Other (Describe) _____

Type of injury / exposure: _____

Details of incident: _____

Injury / Exposure requires physician/hospital visit? Yes _____ *No _____

Name of physician/hospital: _____

Address: _____

Physician/hospital phone number: _____

Signature of injured / exposed party

Date

*No medical attention was desired and/or required.

Signature of injured / exposed party

Date

Return this form to the Program Administrator within 24 hours of incident.