**GUIDING HANDS COALITION LLC.**

**GUIDING HANDS COALITION**

2811 South 38th Avenue

West Richland, WA 99353-7352

Telephone No: 509.521.8183



<insert Date: xxth month 20xx>

##### CONFIDENTIAL

<insert name &

address of Employees>

Dear <insert firstname>

I am delighted to confirm your appointment as Community Choice Guide with Guiding Hands Coalition LLC. This document gives an overview of the main terms and conditions of your employment. It also outlines, in the attached Employee Handbook, what you can expect from us as your employer and what we expect from you.

**Here are your main terms and conditions**

1. **Your start date**: The start date of your employment in this job is <insert start date>. This will be the start date of your uninterrupted continuous service and will be used to calculate accrued sick time or other benefits if offered in the future. If termination of employment is desired, please ensure you let us have at least a four (4) week notice in writing (email will do) if you want to leave the company. Should we end your employment, we will give you the notice period you are entitled to under the law (unless you are terminated for gross misconduct where there would be no notice entitlement).
2. **Where you will work:** As a Guiding Hands Community Choice Guide, you will be assisting clients from care facilities to long term residences. The work locations will vary.
3. **Client Transporters:** If you choose to be a client transporter, please read and sign the attached “Client Transporter Agreement Terms and Conditions” in the attachments at the end of the Employee Handbook.
4. **Your hours of work:** You agree to be available for work, should we offer you work. However, the company has no obligation to offer you work at any time, and you are not entitled to a minimum number of hours of work per day, week or year. If the company does offer you work, you are required to accept and complete it to the company’s satisfaction. Where the company offers work to you, it does not give rise to a presumption that it will offer you any further work. When you work for more than 6 hours continuously, you will be entitled to a 20 minute unpaid break during this period.

**If there is a reduction in work;** The Company may temporarily lay you off without pay or reduce your working hours and your pay proportionately on giving as much notice as reasonably practical. Depending on the circumstances you may have a statutory right to a guaranteed payment in accordance with legislation in force at the time.

1. **Getting paid:** You will be paid an hourly rate of <insert hourly rate> per hour worked. This will be paid semi-monthly on the first work day after the 15th and the end of the month by check. We will take appropriate deductions from your pay including all State and Federal taxes. If we accidentally overpay you, then you agree to return this to us immediately or to have it deducted from your next payment.
2. **Your holidays:** At this time, the Company does not pay for time off for holidays, and holidays taken off must be approved by the management of Guiding Hands Coalition LLC so a replacement for client assistance can be arranged.
3. **When you are ill:** Let the Company before your start time or as soon as possible by phone if you will be unable to attend work because of sickness. If your period of sickness exceeds three days, then you will need to see your doctor and provide a note from your doctor to the Company before returning.
4. **Accrued paid sick leave:** Will be accumulated at 1 hour per every 40 hours worked paid to you at your normal hourly rate. You are entitled to use accrued paid sick leave beginning on the 91st calendar day after the start of your employment. Unused paid sick leave of 40 hours or less will be carried over to the following year. You may use paid sick leave: 1) to care for your health needs or the health needs of your family members. 2) when your workplace or your child's school or place of care has been closed by a public official for any health-related reason. Or 3) for absences that qualify for leave under the state's Domestic Violence Leave Act.
5. **Your pension/retirement:** At this time no pension or company supported retirement is offered.
6. **Questions?**: If you have questions at any time, please contact “Nancy” Leticia McCreary @ 541.720.6111.

If you are in agreement with the above terms and conditions, please sign both copies of this document, retain one for yourself and return the other to Guiding Hands Coalition LLC.

Yours sincerely,

For <GUIDING HANDS COALITION

This offer is based on the candidate passing a background check which may include criminal, DMV and/or credit check.

**Restrictive Covenant
On leaving the company, I agree not to undertake the provision of the same services / products as supplied by the company either from my own business, or in the employment of a competitor to Guiding Hands Coalition LLC, for a period of two years, unless this is specifically agreed upon by the company. Guiding Hands Coalition LLC will only enforce that which is reasonable to protect its’ business.**

**FORM OF ACCEPTANCE: I accept this appointment on the terms and conditions stated above and agree to the following conditions set forth in the Employee Handbook.**

Signature (Employee) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name (Employee) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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DIVERSITY

**Equal Employment Opportunity Statement**

Guiding Hands Coalition LLC provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran in accordance with applicable federal, state and local laws. Guiding Hands Coalition LLC complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

Guiding Hands Coalition LLC expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, national origin, age, genetic information, disability or veteran status. Improper interference with the ability of Guiding Hands Coalition LLC employees to perform their expected job duties is absolutely not tolerated.

 **Anti-Harassment Policy and Complaint Procedure**

Guiding Hand Coalition LLC is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, Guiding Hands Coalition LLC expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.

It is the policy of Guiding Hand Coalition LLC to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran. Guiding Hands Coalition LLC prohibits any such discrimination or harassment.

Guiding Hands Coalition LLC encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of Guiding Hand Coalition LLC to promptly and thoroughly investigate such reports. Guiding Hands Coalition LLC prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

**Definitions of Harassment**

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 any unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or c) 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 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.

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

Harassing conduct includes 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, on company time or using company equipment via e-mail, phone (including voice messages), text messages, tweets, blogs, social networking sites or other means.

**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 Guiding Hands Coalition LLC (e.g., an outside vendor, consultants or clients).

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.

**Complaint Process**

Individuals who believe they have been the victims of conduct prohibited by this policy statement or who believe they have witnessed such conduct should discuss their concerns with their immediate supervisor, Human Resources or any member of management.

When possible, Guiding Hands Coalition LLC encourages individuals who believe they are being subjected to such conduct to 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. Guiding Hands Coalition LLC recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

Guiding Hands Coalition LLC encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, although 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. 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 immediately and will be promptly investigated and addressed.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately.

If a party to a complaint does not agree with its’ resolution, that party may appeal to the daily operations manager of Guiding Hand Coalition LLC, “Nancy” Leticia McCreary @ 541.720.6111.

False and malicious complaints of harassment, discrimination or retaliation may be the subject of appropriate disciplinary action.

**GENERAL**

**INTRODUCTION**

Brief description of **GUIDING HANDS COALITION LLC**.

Whether you have just joined our staff or have been at Guiding Hands Coalition LLC for a while, we are confident that you will find our company a dynamic and rewarding place in which to work, and we look forward to a productive and successful association. We consider the employees of Guiding Hands Coalition LLC to be one of its most valuable resources. This handbook has been written to serve as the guide for the employer/employee relationship.

There are several things to keep in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to daily operations manager. Neither this handbook nor any other company document confers any contractual right; either expressed or implied, to remain in the company's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will with or without cause and without prior notice by the company, or you may resign for any reason at any time. No supervisor or other representative of the company (except the president) has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the above.

The procedures, practices, policies and benefits described here may be modified or discontinued from time to time. We will try to inform you of any changes as they occur.

This handbook and the information in it should be treated as confidential. No portion of this handbook should be disclosed to others, except Guiding Hands Coalition LLC employees and others affiliated with Guiding Hands Coalition LLC whose knowledge of the information is required in the normal course of business.

Here is some information relating to your employment with Guiding Hands Coalition LLC

1. **Personal Appearance**: we don’t want to inhibit individual choice in relation to your appearance. However, you are expected to dress appropriately at all times in relation to your role, and to ensure that your personal hygiene and grooming are properly attended to prior to presenting yourself at work.
2. **How you do your job:** we want you to enjoy work and to perform to the best of your abilities and to meet the requirements of your job.

If you fall short because you don’t have the necessary skills, knowledge or experience then we will do all we can to help you attain the skills necessary. If you fall short because of your attendance record, then we will work with you to try to improve this where possible. If you fall short because of your attitude or behaviour, then we will try to help you gain insight into these problems. We will initially take an informal approach to performance issues; however we reserve the right to move to a more formal process including disciplinary action if necessary.

It is a condition of your employment that the company is satisfied on your medical fitness to carry out your duties. Should it be deemed necessary during the course of your employment, you may be asked to request a medical report from your doctor, or attend for a medical examination from an external Occupational Health Service. This will be for the purposes of assessing your physical or mental fitness to undertake your job and to advise on any reasonable adjustments necessary to support you should that be necessary.

By law we must abide by the requirements of the Bribery Act (2010). If you bribe (or attempt to bribe) another person, intending either to obtain or retain business for the company, or to obtain or retain an advantage in the conduct of the company's business; or you accept a bribe yourself (or allow another person to receive a bribe), this will be considered gross misconduct and you will be subject to formal investigation, and disciplinary action up to and including dismissal may be applied.

You are entitled to work in an environment free from any type of discrimination or harassment. If this becomes an issue for you please let us know quickly. Please also remember that we expect you to treat your work colleagues, and anyone else you come into contact with through your job, with respect.

1. **Company property:** you may be issued with keys or access codes to company premises. These remain the property of the company and loss of your key / code (or accidental disclosure to someone) must be reported immediately. You must not bring any unauthorised person on to our property without prior agreement and you must not remove company property from our premises unless prior authority has been given.

Company equipment such as vehicles, telephone / mobile phone or postal facilities must not be used for private purposes without prior permission. If you have access to the company’s computers including email and access to the internet as part of your job, you must not abuse this by using these facilities for purposes unrelated to company business. Please do not make reference to the company or represent yourself on behalf of the company on social media without formal permission from us to do so.

During the course of your employment you may find yourself in possession of confidential information. It is a condition of your employment that you have a duty of confidentiality to the company, and you must not discuss any company sensitive or confidential matter whatsoever with any outside individual or organisation including the media.

Please do not bring or consume alcohol or any unlawful drugs into the workplace during work time or during a period prior to work where the effects may carry over to the workplace. Any such instances may lead to disciplinary action including summary dismissal.

Legislation now exist which makes it illegal to smoke in enclosed public spaces. Smoking (including e-cigarettes) is therefore strictly prohibited on company premises and personal vehicles while conveying clients to and/or from appointments.

1. **Personal property:** any personal property such as jewellery, cash, credit cards, clothes, cars, motorbikes or bicycles etc. left on company premises is done so entirely at your own risk. You are strongly advised not to leave any valuables unattended, and the company does not accept liability for loss or damage to any personal property whatsoever.
2. **Keeping us all healthy and safe:** do not put yourself or anyone else at risk in the workplace by your actions or failure to act. Please be continuously aware of any potential hazards and ensure these are reported or if possible sorted out straight away (if safe to do so!). If you are involved in or see an accident (or near miss) please ensure this is reported and also recorded in our accident book.

In the event of a fire, only very small fires should be dealt with using an extinguisher, and then only if safe to do so. Otherwise raise the alarm, exit the building; (if with a client ensure they are safely away from fire and smoke); once safe call the fire department.

If you are at all concerned that you or the clients are being placed in a dangerous situation in any way through your employment, please discuss this with us immediately.

1. **When you or your partner are expecting a baby**: when you are pregnant you will be entitled to take up to 6 weeks of unpaid maternity leave if you want to, irrespective of your length of service or the number of hours you work each week. If you qualify you could be eligible for the State Family Medical Leave Act of Washington. Parallel arrangements are available if you are expecting to adopt.
2. **Time Off for Dependants:** you are legally entitled to take a reasonable amount of time off to deal with certain prescribed emergencies involving certain dependants. A dependant is your child (including adopted child), husband, wife or parent. It also includes someone who lives in your household, and someone who reasonably relies on you, such as an elderly relative. Time Off for Dependants can be taken, for example, if a dependant falls ill or is injured, if care arrangements break down, or to arrange or attend a dependant's funeral. Any time taken off must be necessary and reasonable in the particular circumstances. Time Off for Dependants is not paid.
3. **Disciplinary action**: should any disciplinary action be deemed necessary, no action will be taken without a proper investigation and you will have the right to be accompanied by a work colleague of your choice (or a trade union representative) at any disciplinary meeting. You will also have a right of appeal against any decision made.
4. **If you have a grievance:** if you have a complaint in relation to your employment, then you should let us know. Write it down and we will give you a reply as soon as possible. If that does not satisfy you, you can ask for this to be escalated within the company. Where possible, we will do all we can to resolve the issue that you have.

**USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION (HIPAA)**

* 1. Acknowledgment of HIPAA Obligations and Other Regulations Implementing the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320(d) (“HIPAA”). The parties acknowledge that federal regulations relating to the confidentiality of individually identifiable health information require covered entities to comply with the privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E (“the Privacy Rule”) and the security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C (“the Security Rule”). Collectively, the Privacy Rule and the Security Rule are referred to herein as “HIPAA Rules.” The HIPAA Rules, as well as any applicable state confidentiality laws, require the Client to ensure that Guiding Hands Employees who receive confidential information in the course of providing services on behalf of the Client comply with certain obligations regarding the confidentiality of health information.
	2. Purposes for which Protected Health Information May Be Used or Disclosed. In connection with the services provided by Guiding Hands Employees on behalf of the Client pursuant to this Agreement, The Client may use and disclose Protected Health Information (“PHI”), as defined in the HIPAA Rules, to Guiding Hands Employees for the purposes of helping client obtain housing and furnishing of home.
	3. Guiding Hands Employees Obligations. Guiding Hands Employees agree to comply with applicable federal and state confidentiality and security laws, including, but not limited to the Privacy Rule and Security Rule, including without limitation:
		1. Use of PHI. Guiding Hands Employees shall not use PHI except as necessary to fulfill the purposes of this Agreement. Guiding Hands Employees are permitted to use and disclose (PHI) PROTECTED HEALTH INFORMATION as necessary for the proper management and administration of Guiding Hands Employees or to carry out its legal responsibilities and its responsibilities under this Agreement. However, Guiding Hands Coalition LLC shall in such case:
			1. provide training to members of its workforce regarding the confidentiality requirements in the HIPAA Rules and this Agreement;
			2. obtain reasonable assurances from the person to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the person or entity;
			3. agree to notify the Client of any instances of which it is aware in which PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules;
			4. ensure that all disclosures of PHI are subject to the principle of “minimum necessary use and disclosure,” i.e., only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request may be disclosed.
		2. Disclosure to Third Parties. If Guiding Hands Employees disclose PHI received from the Client, or created or received by Guiding Hands Employees on behalf of the Client, to agents, including a subcontractor, Guiding Hands Employees shall require the agent to agree to the same restrictions and conditions that apply to Guiding Hands Employees under this Agreement. Guiding Hands Employees shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Client. Guiding Hands Employees shall be fully liable to the Client for any acts, failures or omissions of the Agent in providing the services as if they were Guiding Hands Employee’s own acts, failures or omissions, to the extent permitted by law. Guiding Hands Employees further expressly warrants that its Agents will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
		3. Data Aggregation. In the event that Guiding Hands Employees work for more than one Client, Guiding Hands Employees are permitted to use and disclose PHI, but only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
		4. De-identified Information. Use and disclosure of de-identified health information is permitted, but only if (i) the precise use is disclosed to Client and permitted by Client in its sole discretion and (ii) the de-identification is in compliance with 45 CFR §164.502(d), and any such de-identified health information meets the standard and implementation specifications for de-identification under 45 CFR §164.514(a) and (b).
		5. Notice of Privacy Practices. Guiding Hands Employees shall abide by the limitations of any Notice of Privacy Practices (“Notice”) published by the Client of which it has knowledge. The Client shall provide to Guiding Hands Employees such Notice when it is adopted. Any use or disclosure permitted by this Agreement may be amended by such Notice. However, the amended Notice shall not affect permitted uses and disclosures on which Guiding Hands Employees relied prior to such notice.
		6. Withdrawal of Consent or Authorization. If the use or disclosure of PHI in this agreement is based upon an individual’s specific consent or authorization for the use of his or her PHI, and the individual revokes such consent or authorization in writing, or the effective date of such authorization has expired, or the consent or authorization is found to be defective in any manner that renders it invalid, Guiding Hands Employees shall, if it has notice of such revocation, expiration or invalidity, to cease the use and disclosure of any such individual’s PHI except to the extent it has relied on such use or disclosure, or where an exception under the Privacy Rule expressly applies.
		7. Use or Disclosure That Would Violate HIPAA. Guiding Hands Employees is prohibited from further use or disclosure of PHI in a manner that would violate the requirements of the HIPAA Rules if the PHI were used or disclosed by the Client.
		8. Safeguards. Guiding Hands Employees shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as required by Law. Guiding Hands Employees shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits on behalf of the Client.
		9. Records Management. Upon termination of this Agreement, Guiding Hands Employees agrees to return or destroy all PHI received from the Client that Guiding Hands Employees maintains in any form and shall comply with federal and state laws as they may be amended from time to time governing the maintenance or retention of PHI. If the return or destruction of PHI is not feasible, Guiding Hands Employees agree to extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
		10. Individual Rights Regarding Designated Record Sets. If Guiding Hands Employees maintains a designated record set (as defined in the HIPAA Rules) on behalf of the Client, Guiding Hands Employees agree as follows:
			1. Correction of PHI. Guiding Hands Employees agrees that it will amend PHI maintained by Guiding Hands Employees as requested by the Client.
			2. Individual Right to Copy or Inspection. Guiding Hands Employees agree that, if it maintains PHI in a designated record set for the Client, it will permit an individual to inspect or copy PHI about the individual in that set under conditions and limitations required under 45 CFR §164.524. The Client is required to take action on such requests as soon as possible but not later than 30 days following receipt of the request. Guiding Hands Employees agree to make reasonable efforts to assist the Client in meeting this deadline, to the extent the requested information is maintained by Guiding Hands Employees and not the Client.

The information shall be provided in the form or format requested, if it is readily producible in such form or format; or in summary, if the individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged.

* + - 1. Individual Right to Amendment. Guiding Hands Employees agrees, if it maintains PHI in a designated record set, to make amendments to PHI at the request and direction of the Client pursuant to 45 CFR §164.526. If Guiding Hands Employees maintain a record in a designated record set that is not also maintained by the Client, Guiding Hands Employees agree that it will accommodate an individual’s right to have access to and amend PHI about the individual in a designated record set in accordance with the Privacy Rule set forth at 45 CFR §164.526, unless the regulation provides for a denial or exception that applies.
		1. Accounting of Disclosures. Guiding Hands Employees agree to make available to the individual and/or the Client from whom the PHI originated, information required for an accounting of disclosures of PHI with respect to the individual, in accordance with 45 CFR §164.528, and incorporating exceptions to such accounting designated under the regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including any disclosures prior to the compliance date of the Privacy Rule).
			1. The Client is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Guiding Hands Employees agrees to use its best efforts to assist the Client in meeting this deadline.
			2. Such accounting must be provided without cost to the individual or the Client if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Guiding Hands Employees inform the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request.
			3. Such accounting shall be provided as long as Guiding Hands Employees maintain the PHI.
	1. Internal Practices, Books, and Records. Guiding Hands Employees shall make available its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Guiding Hands Employees on behalf of the Client to the U.S. Department of Heath and Human Services or its agents for the purpose of determining the Client’s compliance with the HIPAA Rules, or any other health oversight agency, or to the Client.
	2. Indemnification. To the extent permitted by law, Guiding Hands Employees agrees to indemnify and hold harmless the Client from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney’s fees, defense costs, and equitable relief), for any damage or loss incurred by the Client arising out of, resulting from, or attributable to any acts or omissions or other conduct of Guiding Hands Employees or its agents in connection with the performance of Guiding Hands Employee’s or its agents’ duties under this Agreement. This indemnity shall apply even if the Client is *alleged* to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds the Client not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit the Client’s rights, if any, to common law indemnity.

The Client shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Guiding Hands Employees. The Client shall provide Guiding Hands Employees with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Guiding Hands Employees in establishing a defense to such action.

These indemnities shall survive termination of this agreement and the Client reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

* 1. Mitigation. If Guiding Hands Employees violates this Agreement or the HIPAA Rules, Guiding Hands Employees agree to mitigate any damage caused by such breach.
	2. Rights of Proprietary Information. The Client retains any and all rights to the proprietary information, confidential information, and PHI it releases to Guiding Hands Employees.
	3. Termination for Breach. Without limiting the termination provisions herein, if Guiding Hands Employees breaches any provision in this Section entitled “Use and Disclosure of PHI”, the Client may, at its option, access and audit the records of Guiding Hands Employees related to its use and disclosure of PHI, require Guiding Hands Employees to submit to monitoring and reporting, and such other conditions as the Client may determine is necessary to ensure compliance with this Article; or the Client may terminate this Agreement on a date specified by the Client.
	4. Reference. Any reference in this Section entitled “Use and Disclosure of PROTECTED HEALTH INFORMATION” means the section of the Privacy Rule or the Security Rule, as applicable, as in effect or as amended.
	5. Amendment. Guiding Hands Employees and the Client agree to take such action as is necessary to amend this Section entitled “Use and Disclosure of PROTECTED HEALTH INFORMATION” from time to time in order to allow the Client to comply with the HIPAA Rules and any applicable state confidentiality laws.
	6. Precedent and Ambiguity. If any term of this Section entitled “Use and Disclosure of PROTECTED HEALTH INFORMATION” conflicts with another term of this Agreement, the term contained in this Section shall be controlling. Any ambiguity in this Section entitled “Use and Disclosure of PROTECTED HEALTH INFORMATION” shall be resolved to permit the Client to comply with the HIPAA Rules.
	7. Survival of Key Provisions. The provisions of this Section entitled “Use and Disclosure of PROTECTED HEALTH INFORMATION” shall survive the termination of this Agreement.

**Restrictive Covenant
On leaving Guiding Hands Coalition LLC, I agree not to undertake the provision of the same services / products as supplied by the company either from my own business, or in the employment of a competitor to the company, for a period of two years, unless this is specifically agreed by the company. Guiding Hands Coalition LLC will only enforce that which is reasonable to protect its business.**

Signature (Employee) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name (Employee) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MOTOR VEHICLE RECORD (MVR) GRADING CRITERIA**

 MOTOR VEHICLE RECORD (MVR) GRADING CRITERIA [Last 3 Years]

The following chart serves as a guideline for evaluating an employee’s motor vehicle record (MVR). An employee with an MVR grade of “Unacceptable” will no longer be used as a **Client Transporter.** All Violations minor and major will be evaluated for placing the Client at risk to determine the Client Transporter’s ability to start or continue to transport clients..

|  |  |
| --- | --- |
| **Minor** **Violations** | **Number** **of** **‘AT FAULT’** **accidents** |
|  |  0 | 1 (**Unacceptable)** |  |  |
| 0 |  Clear |  **Unacceptable** |  |  |
| 1 |  Borderline |  **Unacceptable** |  |  |
| 2 |  Borderline |  **Unacceptable** |  |  |
| 3 |  **Unacceptable** |  **Unacceptable**  |  |  |
| 4 |  **Unacceptable** |  **Unacceptable** |  |  |
| Any major violation |  **Unacceptable** |  **Unacceptable** |  |  |

|  |  |
| --- | --- |
| **Minor** **Violations****Any driving activity that does not place the client or others at risk of injury/death/or emotional distress.** |  **Major** **Violations (UNACCEPTABLE)****Any driving activity that places the client or others at risk of injury/death/or emotional distress.** |
| All moving and non-moving violations not listed as a major violation. | Driving under influence of alcohol/drugs Failure to stop/report an accidentRunning a red light or stop signReckless driving/speeding/racing Driving while impairedMaking a false accident reportHomicide, manslaughter or assault arising out of the use of a vehicleDriving while license is suspended / revoked Careless drivingAttempting to elude a police officer |

An Unacceptable rating disqualifies an employee from being a **Client Transporter**.

By signing this document, you are agreeing that you have read and understood the Vehicle Use policy and will comply with it.

**GUIDING HANDS COALITION LLC**

Client Tranporter Agreement Terms and Conditions

 As an Employee for Guiding Hands Coalition LLC and as a Community Choice Guide, I elect to provide clients transportation per the following conditions:

 1. ) I agree to comply with the standards and procedures set forth by my employer and with all other guidelines from time to time established for my Client or Case Manager.

 2. ) Provide Clients with transportation to essential community services and resources in accordance with the therapeutic goals of the Department of Social and Health Services (DSHS).

 The Employee shall allow the Client's personal care attendant to accompany the Client at no extra cost if the Client needs assistance during the trip or at the destination. Transportation provided under this agreement shall not replace transportation services to

 Emergency medical care provided under the Medicaid transportation with brokerage.

 3. ) Be responsible for the entire performance of the transportation services in accordance with federal, state, and local ordinances, statutes, and regulations.

 4. ) Maintain transportation records to document the dates, times, destinations, and distances of each Client's transportation services. Upon request, the Employee shall make the records available to my Employer and DSHS or DSHS/designee for review and audit.

 5.) Operate and maintain the transportation vehicles in a manner consistent with protecting and promoting the Client's health and welfare.

 a. I will operate any vehicle used for client transportation per any and all local, state, and federal applicable laws, regulations and statutes.

 b. I will operate only the vehicles I am trained and licensed to operate.

 c. I will always check vehicle for defects and adjust safety devices such as seatbelts and mirrors before operating.

 d. I will provide a vehicle maintenance and safety inspection report from a automobile repair shop of Guiding Hasnds Coalition LLC's choosing every 6 months, preferable June 1st and December 1st of each year.

 e. I will operate vehicles in a courteous manner, irrespective of the behavior of others. I will drive defensively, anticipating possible dangers or hazards.

 f. Under no circumstances will I operate my transportation vehicle while under the influence of drugs or alcohol or when my physical or mental condition may be otherwise compromised.

 6.) Schedule and operate the transportation service to effectively meet the Client's physical and psychosocial needs including, but not limited to:

 a. Physical Assistance

 b. Timeliness

 c. Courtesy

 d. Patience

 7.) Maintain sufficient v'ehicle and passenger insurance coverage in accordance with the requirements in this agreement.

 a. I agree to maintain my automobile insurance (including coverage for bodily injury, property damage or personal liability) **AT ALL TIMES** while using my vehicle for transportation and will inform my employer i f my insurance coverage is changed, canceled, or not renewed.

 b. I understand that **MY** insurance is responsible if I am involved in an accident that causes injury or damage to another person and/or their property. I am also aware that my employer's insurance **DOES NOT** cover my vehicle for comprehensive or collision coverage.

 c. I shall maintain a Commercial General Liability Automobile Policy, including coverage for bodily injury, property damage, and contractual liability, on all vehicles used to transport clients, with the following minimum limits:

 i. Each Occurrence - $ 1,000,000.

 ii. General Aggregate - $1,000,000.

 d. The policy above shall include liability arising out of premises, operations, independent contractors, products completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The AAA and State of Washington, DSHS, its elected and appointed officials, agents and employees shall be named as additional insured.

 8. ) Attached to this Agreement is a true and complete copy of my current DMV report. I agree to provide updated

 DMV reports upon request and will immediately notify you i f I am involved in any accidents or receive any subsequent citations during the course of my employment with Guiding Hands Coalition and as a Community Choice Guide.

 9. ) I understand that any violation of this agreement or any of the standards, procedures or guidelines applicable to my Client Case Manager position may result in suspension or termination. In particular, I acknowledge the need for safety and due care in the operation of my transportation vehicle and the conduct of transportation services.

Signature of Employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Printed Name (Employee) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_