

Active Homecare Services LLC

ACTIVE EMPLOYEE CERTIFICATE OF AGREEMENT

I hereby certify that I have received and read the Active Homecare Services LLC Substance Abuse and Testing Policy. I understand that if my performance indicates it is necessary, or in the case of random testing, I will submit to a substance abuse test. I also understand that failure to comply with a substance abuse test request, or a positive result may lead to termination of employment and denial of unemployment benefits. I understand that failure to submit to a substance abuse test, or a positive test result may affect my right to obtain workers' compensation benefits. I further agree to and hereby authorize the release of the results of said tests to the company. Nothing in this consent form is to be construed as a contract between the parties.

Name {please print): _____

Signature: _____

Date: _____

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

It is the responsibility of all Agency employees to preserve and protect confidential Agency, client and employee medical, personal and business information and, thus, shall not disclose such information except as authorized by law, client or individual.

Confidential Client Information includes, but is not limited to any identifiable information about a client's and/or his/her family including, but not limited to:

- medical history;
- mental, or physical condition;
- treatments and medications;
- test results;
- Conversations;
- financial information; and,
- household possessions.

Confidential Employee information includes, but is not limited to:

- contact information i.e. telephone number(s); address, email address;
- names of spouse and/or other relatives;
- Social Security Number;
- performance appraisal information;
- health status and treatments; and,
- other information obtained from their personnel files which would be an invasion of privacy e.g. ;
 - Date of Birth;
 - Place of Birth
 - Traditional password identifiers
 - Bank account numbers
 - Income tax records
 - Driver's license numbers
 - Credit card numbers
 - Passport numbers

Confidential Business Information

Confidential business information includes, but is not limited to:

- client lists;
- Security data and credentials such as passwords,

- any information that, if released, could be harmful to the Agency; and,
- any financial information including accounts receivable, accounts payable and payroll.

I acknowledge that:

1. I understand that it is my legal and ethical responsibility to protect the security, privacy, and confidentiality of all client records, Agency information and other confidential information relating to the Agency, including business, employment and medical information pertaining to clients, their families and employees.
2. I will only discuss confidential information during the performance of my duties and only for job related purposes and shall take caution to ensure such conversations are not within hearing range of anyone who is not entitled to have this information
3. I shall respect and maintain the confidentiality of all discussions, conversations, and any other information generated while providing service to clients in connection with individual client service, risk management and/or peer review activities.
4. I shall not disclose the content of any discussions, deliberations, client records, peer reviews or risk management information, except to persons authorized to receive such information, while conducting Agency business.
5. I shall only access or distribute client care information when executing my job duties or when required to do so by law.
6. I will only access records on a "need-to-know" basis in the performance of my duties.
7. I will not share my Login or User ID and password for accessing electronic records with anybody. If I believe someone else has used my Login or User ID and/or password, I will immediately notify the Supervisor.
8. I will only use mobile computing devices, with Agency approval, AND providing they are encrypted with an approved data encryption solution before using them for any Agency-related business. I understand that I may be personally responsible for any breach of confidentiality resulting from unauthorized access due to hacking or other means to Agency information stored on my unencrypted device
employee records have been accessed without authorization.
9. I understand that state and federal laws/regulations governing a client's right to privacy, the illegal or unauthorized access or disclosure of client's confidential information may result in disciplinary action up to and including immediate termination from my employment and possible civil fines and criminal sanctions.
10. I understand that I am obligated to maintain these confidentiality after my employment with this Agency ceases

I hereby acknowledge that I have read and understand the above-mentioned information and that my signature below indicates my agreement to comply with these terms.

Name (Print): _____

Signature: _____ Date: _____

ACTIVE HOMECARE SERVICES LLC SUBSTANCE ABUSE POLICY STATEMENT

Active Homecare Services LLC is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any Active Homecare Services LLC employee illegally uses drugs on or off the job, comes to work under their influence, possesses, distributes or sells drugs in the workplace, or abuses alcohol on the job. Therefore, under authority of Maryland Law (O.C.G.A. 34-9-410) Active Homecare Services LLC has established the following policy:

1. It is a violation of company policy for any employee to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on or off the job.
2. It is a violation of company policy for any employee to report to work under the influence of or while possessing in his or her body, blood, or urine illegal drugs in any detectable amount.
3. It is a violation of company policy for any employee to report to work under the influence of, or impaired by alcohol.
4. It is a violation of company policy for any employee to use prescription drugs illegally, i.e., to use prescription drugs that have not been legally obtained or in a manner or for a purpose other than as prescribed. (However, nothing in this policy precludes the appropriate use of legally prescribed medications.)
5. Violations of this policy are subject to disciplinary action up to and including termination.
6. As a condition of employment, employees must abide by the terms of this policy and must notify Active Homecare Services LLC in writing of any conviction of a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

EMPLOYEE ASSISTANCE PROGRAM

Active Homecare Services LLC offers an Employee Assistance Program (EAP) benefit for employees and their dependents. The EAP provides confidential assessment, referral and short-term counseling for employees who need or request it. If an EAP referral to a treatment provider outside the EAP is necessary, costs may be covered by the employee's medical insurance, but the cost of such outside services are the employee's responsibility. Confidentiality is assured. NO information regarding the nature of the personal problem will be made available to supervisors nor will it be included in the permanent personnel file.

Participation in the EAP will not affect an employee's career advancement or employment, nor will it protect an employee from disciplinary action if substandard job performance continues. The EAP is a process used in conjunction with discipline; it is not a substitute for discipline.

GENERAL PROCEDURES

An employee reporting to work visibly impaired will be deemed unable to properly perform required duties and will not be allowed to work. If possible, the employee's supervisor will first seek another supervisor's opinion to confirm the employee's status. Next, the supervisor (Recommended: and / or a member of the HR Department or Safety Department) and/or other qualified supervisor will consult privately with the employee to determine the cause of the observation, including whether substance abuse has occurred. If, in the opinion of the supervisor, the employee is considered impaired, the employee will be sent home or to a medical facility by taxi or other safe transportation alternative - depending on the determination of the observed impairment - and accompanied by the supervisor or another employee if necessary. A drug test may be in order. An impaired employee will not be allowed to drive. If an impaired employee insists on driving while under the influence, law enforcement will be notified.

OPPORTUNITY TO CONTEST OR EXPLAIN TEST RESULTS

Within 5 working days after receipt of a positive confirmed test result from the laboratory you must inform an employee or job applicant in writing of such positive test result, the consequences of such results, and the options available to the employee or Job applicant. You must provide to the employee or job applicant, upon request, a copy of the test results.

Employees and job applicants who have a positive confirmed test result may explain or contest the result to the company within five (5) working days after the company contacts the employee or job applicant and shows him/her the positive test result as it was received from the lab in writing. Refusal to submit to a drug test constitutes insubordination and will result in termination.

CONFIDENTIALITY

The confidentiality of any information received by the company through a substance abuse testing program shall be maintained, except as otherwise provided by law.

PRE-EMPLOYMENT DRUG TESTING

All job applicants at this company will undergo testing for the presence of illegal drugs as a condition of employment. Any applicant with a confirmed positive test result will be denied employment. Applicant will be required to submit voluntarily to a specimen test at a laboratory chosen by this Agency, and by signing a consent agreement will release this company from liability.

If the physician, Medical Review Officer (MRO), company official, or lab personnel has reasonable suspicion to believe that the job-applicant has tampered with the specimen, the applicant will not be considered for employment.

This company will not discriminate against applicants for employment because of a past history of drug abuse. It is the current abuse of drugs, preventing employees from performing their job properly, that this company will not tolerate.

Individuals who have failed a pre-employment test may initiate another inquiry with the company after a period of not shorter than six (6) months; but they must present themselves drug-free as demonstrated by urinalysis or other specimen test selected by this company.

EMPLOYEE TESTING

This company has adopted testing practices to identify employees who use illegal drugs on or off the Job or who abuse alcohol on the job. It shall be a

condition of employment for all employees to submit to substance abuse testing under the following circumstances:

- A. When there is reasonable suspicion to believe that an employee is using illegal drugs or abusing alcohol. "Reasonable suspicion" is based on a belief that an employee is using or has used drugs or alcohol in violation of the company's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon, but not limited to, the following:
1. Observable phenomena while at work such as direct observation of substance abuse or of the physical symptoms or manifestations of being impaired due to substance abuse;
 2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
 3. A report of substance abuse provided by a reliable and credible source;
 4. Evidence that an individual has tampered with any substance abuse test during his or her employment with the current employer;
 5. Information that an employee has caused or contributed to an accident while at work; or
 6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
- B. When employees have caused or contributed to an on-the-job injury that resulted in a loss of WOI1dime. which means any period of time during which an employee stops performing the normal duties of employment and leaves the place of employment to seek care from a licensed medical provider. The company may also send employees for a substance abuse test if they are involved in on-the-job accidents where personal injury or damage to company property occurs.
- C. As part of a follow-up program to treatment for drug abuse when an employee has involuntarily entered a rehabilitation program because of a positive confirmed test result. The frequency of such testing shall be a minimum of at least once a year for a two-year period after completion of the rehabilitation program. Advance notice of testing shall not be given to the employee.
- D. When a substance abuse test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the company's established policy or that is scheduled routinely for all members of an employment classification or group.

- E. Random testing is conducted without individualized suspicion of a violation of the company's substance abuse policy. Selection is made by neutral criteria so that all employees eligible for testing have an equal opportunity of being tested.

If the physician, MRO, company official, or lab personnel have reasonable suspicion to believe that the employee has tampered with the specimen, the employee is subject to disciplinary action up to and including termination.

Employees with a confirmed positive test result may, at their own option and expense, have a second confirmation test performed on the same specimen. An employee will not be allowed to submit another specimen for testing. (Note: every specimen that produces a positive confirmed test result will be preserved

by the certified laboratory that conducted the confirmation test for a period of one year after the result of the test was mailed or otherwise delivered to your company. During the period after written notification of a positive test results, the employee or job applicant who has provided the specimen may be permitted to have a portion of the specimen retested, at the employee's or job applicant's expense, at another approved laboratory, chosen by the employee or job applicant. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory that performed the test for the employer is responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.

The employee will be required to pay for any and all costs incurred by any additional test(s).

If the physician, company official, MRO or lab personnel has reasonable suspicion to believe that the employee has tampered with the specimen, the employee is subject to disciplinary action up to and including termination.

ALCOHOL ABUSE

An employee whose normal faculties are impaired due to the consumption of alcoholic beverages, or whose blood alcohol level tests positive while on duty shall be guilty of misconduct, and shall be subject to discipline up to and including termination. Failure to submit to a required substance abuse test is misconduct and shall be subject to termination.

Name: (Please Print): _____

Signature: _____

Date: _____