



Associate HANDBOOK

For Students, Volunteers, and Job Shadowing Candidates

Revised March 2023

The following information is to be used by Associates of Marino Physiotherapy (MPT) as a guide for their time here. If you have questions regarding any of the information outlined in this handbook, please contact the owner at 865- 236-0340

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I. MISSION AND CORE VALUES

MISSION AND VISION:

Marino Physiotherapy was founded on the principles of excellence in care and service to our community.

We strive to become the premier center of excellence in orthopedics in East Tennessee, to elevate the standard of healthcare in the region, and to educate our community on the relevant healthcare issues affecting work and enjoyable living, and getting people back in action without medications, injections, or surgery.

CORE VALUES:

Integrity Matters - People and Patients Come First

-

Relentless Pursuit of Excellence and Personal Growth

-

Open Honest Productive Communication

-

We are Excellent Stewards of our Resources

-

We Do the Right Thing (even when no one is looking)

-

Working as a True Team and Strive to Be a Positive Influence on Each other and Our Community

-

We each take ownership of the clinic, its mission, its processes, and its outcomes

-

Being of service to our community and doing good in the world -

We have fun and get the job done

II. YOUR TIME AT MARINO PHYSIOTHERAPY

INTRODUCTION

This Associates Handbook is intended to provide you with a general outline of Marino Physiotherapy's personnel policies, practices, and procedures. This Handbook should not be read as setting forth the fine details of each policy or as constituting a guarantee that the policies it discusses will be applied in all cases. The Handbook cannot anticipate every situation or answer every question about employment. Marino Physiotherapy must administer the policies and procedures contained in this handbook with flexibility when it deems such action to be necessary. Marino Physiotherapy's interpretations of these policies and procedures are final and binding.

The policies in the Associates Handbook supersede and replace all prior published or unpublished policies. Marino Physiotherapy may add to the policies in the handbook or revoke or modify them from time to time at its sole discretion. Marino Physiotherapy will try to keep the Handbook current, but there may be times when policies will change before this Handbook can be revised.

NEITHER THIS HANDBOOK NOR ANY PROVISION IN THIS HANDBOOK CONSTITUTES A CONTRACT OF EMPLOYMENT OR ANY OTHER TYPE OF CONTRACT. THIS HANDBOOK IS PROVIDED FOR YOUR INFORMATION ONLY. IT SHOULD NOT BE CONSIDERED IN ANY WAY AS CREATING ANY RIGHTS, CONTRACT OR GUARANTEE OF EMPLOYMENT, BENEFITS, OR WORKING CONDITIONS BETWEEN ANY EMPLOYEE AND MARINO PHYSIOTHERAPY.

Thank you for taking the time to read and understand the Associates handbook. You will be required to execute the Acknowledgment Form found at the end of this Handbook indicating that you have received and read this Handbook.

EQUAL OPPORTUNITY POLICY

Marino Physiotherapy will make all employment and Student / Volunteer acceptance decisions (including decisions about hiring, promotion, transfer, demotion, evaluation, compensation, and termination) without regard to race, color, national origin, citizenship, sex, pregnancy, religion, age, disability, genetic information, armed forces status, or any other classification protected by federal, state or local law.

POLICY AGAINST HARASSMENT

It is the policy of Marino Physiotherapy that all students, volunteers, and personnel will work in an environment free from harassment and intimidation of any kind, including

harassment based on race, color, religion, gender, sex, national origin, age, veteran status, disability, genetic information or any other basis prohibited by applicable law. Marino Physiotherapy will take whatever steps are necessary to achieve this type of environment.

Prohibited harassment can take the form of words, actions, or both. Examples of harassment include (1) epithets, slurs, negative stereotyping, and threatening, intimidating, or hostile acts; (2) written or graphic material (for example, pictures or cartoons) possessed, posted or circulated in the workplace; and/or (3) unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual or other improper nature. No one should imply or threaten that an employee or applicant's "cooperation" with unwelcome harassment (or refusal thereof) will have any effect on an individual's employment, assignment, compensation, advancement, or any condition or term of employment.

All such conduct or statements, whether sexual in nature, based on race, color, religion, national origin, age, disability, genetic information, or other prohibited basis, and whether committed by management or non-management personnel, is strictly prohibited. Marino Physiotherapy personnel who violate this policy will be subject to disciplinary action, up to and including termination of employment or position. No one has the authority to engage in this kind of unacceptable behavior, and we will not tolerate it. This policy applies to all Marino Physiotherapy personnel, as well as to vendors and patients who deal with Marino Physiotherapy's personnel.

If you believe that you are being subjected to harassment based on race, color, religion, gender, sex, national origin, age, veteran status, or disability, genetic information, or if you believe that someone else is, you should, without fear of reprisal, promptly report it to any of the following: your immediate supervisor, the Human Resources Director, or the Owner.

Marino Physiotherapy encourages you to report harassment or other improper conduct directed towards you or that you observe being directed towards others. Marino Physiotherapy will not retaliate against or penalize any person for making a good faith claim or report of harassment or for in good faith providing information regarding harassment or any claim of harassment. Any person who believes retaliation has resulted from either the reporting of a complaint of harassment or from participation in an investigation of harassment should immediately report this to his/her immediate supervisor, the Human Resources Director, or the Owner.

Marino Physiotherapy will carefully investigate each complaint of harassment. The person accused of wrongdoing will not conduct the investigation. The investigation will normally include interviewing the complaining party, interviewing the accused, interviewing known witnesses, and otherwise gathering the facts. Marino Physiotherapy will take corrective action when appropriate. This may include discharge or other discipline or punitive action, depending on the circumstances. All complaints will be treated in the strictest confidence possible.

We strongly encourage your use of this procedure. However, you should understand that your filing a complaint or report with Marino Physiotherapy does not toll or affect legal deadlines.

III. HIRING AND EVALUATION

STANDARDS FOR ACCEPTANCE

Prospective employees, students, or volunteers (associates) must be qualified to satisfactorily perform the duties as stated in the description of the position for which they are applying with or without reasonable accommodation. Where a position requires proof of licensure or registration, candidates will be asked to present evidence of that licensure or registration prior to employment. Employees will be required to keep licensure current, when it is required by the position.

PRE-ASSOCIATION HEALTH ASSESSMENT

For employee and patient protection, students and volunteers may be required to meet certain health standards for acceptance. Associates will need to be physically able to perform the roles related to either the Volunteer checklist (for job shadowing, high school, and undergrad volunteers) or the roles related to a clinician (for student interns).

Any physical or mental limitations that affect your ability to effectively perform your expected role at Marino Physiotherapy must be disclosed to owners/supervisors regarding necessary restrictions on the duties of the associate and/or necessary accommodations PRIOR to start date, to determine if it is SAFELY possible to move forward in the listed role (for you and for our patients). If so, accommodations may be made in accordance with the Americans with Disabilities Act and disclosed limitations are not used in any way to discriminate against qualified individuals with disabilities.

Vaccination

All staff and associates must be current on the following vaccines to be permitted in the patient treatment areas:

-COVID - FLU

-MMR/TDAP

Also, we recommend Varicella, Hepatitis, and Meningococcal

INTRODUCTORY PERIOD The introductory work period for new associates is 90 days from your start date. During this time the new associate has his or her first opportunity to evaluate Marino Physiotherapy as a place to serve and learn, and management has the opportunity to evaluate the new associate.

PERFORMANCE EVALUATION

It is Marino Physiotherapy's policy to evaluate every associate's performance on a continuing basis as well as through performance evaluations. Formal Evaluations are mostly intended for interns and students whose programs require certain standards to be met.

PROBLEM SOLVING

It is Marino Physiotherapy's desire to foster sound associate/supervisor relations through communication and ultimate reconciliation of work-related problems. Any associate who feels he or she has been treated unfairly will be given the opportunity to discuss the problem by communicating your concerns directly with your supervisor or with the Owner or HR.

TERMINATION

Because association with Marino Physiotherapy is based on mutual consent, either Marino Physiotherapy or the associate may terminate the relationship at any time. It is important that associates communicate with an Owner or supervisor via letter or email when terminating the relationship to ensure a clear record as well as to ensure a positive dissolution for future references and opportunities.

EXIT INTERVIEWS

Prior to leaving, each associate is welcome to an exit interview with a Supervisor or an Owner. During the exit interview is a good time to offer any feedback you have for us to improve as well as clarify expectations if a reference letter or the like may be needed in the future.

IV. PERFORMANCE AND CONDUCT

DISCIPLINE

While there is a formal disciplinary process for employees, this does not apply to Associates. Associates acting in a manner unbecoming of a professional or violating listed clinical policies may be dismissed immediately and without

notice. If you are here as part of a formal educational program, your program director will be notified and Marino Physiotherapy staff and owners will not sign off on the rotation or hours, nor will any letters of recommendation be provided.

Violation of general standards of conduct -- or any form of disruptive or inappropriate behavior -- may result in appropriate disciplinary action. The nature and severity of the discipline will be determined by Marino Physiotherapy in its sole discretion, and will reflect the severity of the violation, the employee's past record, and other individual circumstances. While Marino Physiotherapy usually provides corrective counseling, immediate dismissal may result in situations where corrective counseling is not deemed by Marino Physiotherapy to be appropriate to the situation.

DRESS CODE/UNIFORMS

Associate's personal appearances create an impression on patients and the public. It is important that the impression employees create be totally professional. Clothes and shoes should be neat, clean and of a conservative style. Uniforms should also be neat and clean at all times. All other attire must be appropriate and in good taste. Attire is business casual (please note this is not "casual"). While the attire for therapists may alter, you may be the first impression of Marino Physiotherapy and must always be presentable, professional, and put together. Please see the Business Casual Attire Guidelines below.

Excessive jewelry, makeup, extreme hair styles, and faddish clothing are to be avoided. Should an employee's attire be deemed inappropriate by Clinic management, he or she may be required to leave work and return when he or she is suitably dressed for work. Any time missed for this reason will be at no pay and employee will be considered tardy upon return to work. Employees having any questions regarding appropriate apparel for their work area should (after reviewing the guidelines) consult their supervisor or Human Resources.

Business Casual Attire Guidelines

This is a general overview of appropriate business casual attire. Items that are not appropriate for the office are listed, too. This guide is not all-inclusive and is open to change. The guide tells you what is generally acceptable as business casual attire and what is generally not acceptable. No dress code can cover all contingencies so employees must exert a certain amount of judgment in their choice of clothing to wear to work. If you experience uncertainty about acceptable, professional business casual attire for work, please ask your supervisor. Clinical staff may have leniency to accommodate the physical nature of job duties, administrative staff will

always follow Business Casual Guidelines below to represent the clinic in the best possible way.

Slacks, Pants, and Suit Pants

Slacks that are similar to Dockers and other makers of cotton or synthetic material pants, wool pants, flannel pants, dressy capris, and nice-looking dress synthetic pants are acceptable. Inappropriate slacks or pants include jeans, sweatpants, exercise pants, Bermuda shorts, short shorts, shorts, bib overalls, low waisted pants that show the buttocks/crack/underwear, and any spandex or other form-fitting pants such as people wear for biking.

Skirts, Dresses, and Skirted Suits

Casual dresses and skirts, and skirts that are split at or below the knee are acceptable. Dress and skirt length should be at a length at which you can sit comfortably in public with most of the thigh covered. Short, tight skirts that ride halfway up the thigh, or slits that show leg above the knee are inappropriate for work. Mini-skirts, skorts, sun dresses, beach dresses, and spaghetti-strap dresses are inappropriate for the office.

Shirts, Tops, Blouses, and Jackets

Casual shirts, dress shirts, sweaters, cardigans, tops, golf-type shirts, and turtlenecks are acceptable attire for work. Most suit jackets or sports jackets are also acceptable attire for the office if they violate none of the listed guidelines. Inappropriate attire for work includes tank tops; midriff tops; denim in any form (unless specifically permitted), shirts with potentially offensive words (really any words that are not the company logo), terms, logos, pictures, cartoons, or slogans; halter-tops; tops with bare shoulders or décolletage; sweatshirts, and t-shirts unless worn under another blouse, shirt, jacket, or dress. T-Shirts with sports team logos may be worn on special event days, but should not be old, torn, worn, stained, shear, or tattered.

Shoes and Footwear

Conservative athletic or walking shoes, loafers, clogs, sneakers, boots, flats, dress heels, and leather deck-type shoes are acceptable for work. Wearing no stockings is acceptable in warm weather. Flashy athletic shoes, thongs, flip-flops, and slippers are not acceptable in the office. Nice sandals are acceptable in warm

weather. Heels higher than 2 inches and large wedge shoes are not appropriate in a clinical setting.

Jewelry, Tattoos, Hair, Makeup, Perfume, and Cologne

Jewelry should be in good taste, with limited visible body piercing. Tattoos should not be visible. Remember that some clients are allergic to the chemicals in perfumes and make-up, so wear these substances with restraint. Hats are not appropriate in the office. Head covers that are required for religious purposes or to honor cultural tradition are allowed. General appearance of hair and makeup should be conservative in nature and all grooming should be sharp and complete prior getting to work. Wet or ungroomed hair is not acceptable. Men should be clean shaven or have facial hair appropriately trimmed and groomed.

Personal Appearance extends to your body language and facial expression. Expressions of boredom or annoyance as well as slouched or leaning postures do not positively represent Marino Physiotherapy and should be avoided. Instead, a confident and upright posture accompanied by a welcoming smile and engaging expression should be the norm when interacting with patients and co-workers. If you have questions on safe upright posture, please attend one of our free posture workshops.

Conclusion

If clothing fails to meet these standards, as determined by the employee's supervisor, the employee will be asked not to wear the inappropriate item to work again and may be sent home to change without pay for lost time. If the problem persists, the employee will receive a verbal warning for the first offense. All other policies about personal time use will apply. Progressive disciplinary action will be applied if dress code violations continues. Remember, you are the representative of this business. Please note that stylish is not the same as Business Casual. If in doubt, don't wear it. If a client may raise eyebrows at your attire, it is inappropriate.

TELEPHONES

Students and Volunteers generally will not be answering the clinic phone.

Personal Telephone Calls

Clinic telephones are to be used for the purpose of serving the interest of patients and for conducting the business of normal Clinic operations. Personal calls should be limited to emergencies only.

Cell Phones

- While at work, associates are expected to exercise the same discretion in using personal cell phones as

they use with company phones. Personal calls during the workday, regardless of the phone used, can interfere with clinic productivity and be distracting to others. Associates should restrict personal calls during work time and should use personal cell phones only during scheduled breaks or lunch periods in non-working areas.

- At no time should an associate use their cell phone (talking, texting and/or on any internet site) in the presence of a patient or visitor.
- The decision whether to allow an associate to have their cell phones at their work station is at the discretion of the manager/supervisor/owner.
- If a supervisor permits a cell phone at your work station, the phones should remain on vibrate or silent mode at all times and never be visible to a patient or passerby.

SOCIAL MEDIA Marino Physiotherapy respects the rights of associates to use personal social networking sites (e.g., Facebook, Instagram, Snap Chat, Twitter, etc) during their personal time, away from the work place. The following standards of conduct should be followed when using social networking sites regardless of whether you are on-duty:

- Associates who choose to identify him or herself as a Marino Physiotherapy associate on a website, should include their name and when relevant, their role at Marino Physiotherapy.
- Associates are personally responsible for the content they publish on blogs, and social networking sites. Be mindful that what you publish will be public indefinitely and reflects on the caliber of Marino Physiotherapy and it's staff and associates.
- **Associates are not to disclose any personal health information or any other information that is confidential or proprietary to Marino Physiotherapy or to any third party that has disclosed such information to the company.**
- Associates are expected to uphold Marino Physiotherapy's value of respect for the individual and avoid making any defamatory, negative, disrespectful or harassing statements about Marino Physiotherapy services, other employees, physicians, patients, Marino Physiotherapy and/or affiliates of Marino Physiotherapy.
- Associates should be respectful and not use ethnic slurs, personal insults, threats, obscenity or engage in any conduct online that would not be acceptable in Marino Physiotherapy workplace per Marino Physiotherapy policies.

- Any associate that references working/interning/volunteering with Marino Physiotherapy, representing Marino Physiotherapy, or associating with Marino Physiotherapy is subject to disciplinary action for actions on social media unbecoming of a professional.

Violations of these standards of conduct may result in appropriate disciplinary action including immediate termination of relationship and reporting to school/program. Nothing in this Social Media policy is intended to prevent any employee from engaging in activities protected by Section 7 of the National Labor Relations Act, including discussions regarding the terms and conditions of employment.

TOBACCO FREE WORKPLACE

Marino Physiotherapy maintains a drug and tobacco-free campus at all locations and events. Use of tobacco products, including pipes, vaping paraphernalia, e-cigarettes, cigars, chewing tobacco, and other nicotine delivery devices are not permitted on site or at events in which you are representing Marino Physiotherapy. Violation of the tobacco-free policy may result in disciplinary action up to and including termination.

DRUG FREE WORKPLACE

Marino Physiotherapy is a drug-free workplace. Violation of any provision of the drug and alcohol-free workplace policy by an associate will result in disciplinary action up to and including termination.

INJURY ON THE JOB Students, volunteers, and other associates enter Marino Physiotherapy as their own risk, and are encouraged to have personal health insurance and local care providers for management of any issues that may arise. If an associate has an accident or if he or she witnesses a patient or another employee having an accident of any sort on the property, her/she should immediately notify his/her supervisor who will complete an Incident Report.

SOLICITATIONS AND DISTRIBUTIONS

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, associates may not distribute literature or printed material of any kind, sell merchandise, solicit financial contributions or solicit for any other cause during working time or on work premises. Solicitation and distribution activities by persons who are not employed by Marino Physiotherapy are not permitted on company property at any time.

CONSENTING ROMANTIC/SEXUAL RELATIONSHIPS

Consenting “romantic” or sexual relationships between employees may at some point lead to unhappy complications and significant difficulties for all concerned. Any such relationship may, therefore, be contrary to the best interests of Marino Physiotherapy. Accordingly, Marino Physiotherapy strongly discourages such relationships. If a romantic or sexual relationship develops between employees, the employees have an obligation to disclose the relationship immediately to the supervisor, Human Resources, and/or Owner. It is inappropriate for a Marino Physiotherapy staff member to engage in a romantic or sexual relationship with an active patient under any circumstances.

IT RESOURCES AND COMMUNICATION SYSTEMS

Marino Physiotherapy's computers, networks, communications systems and other IT resources are intended for business purposes only. To protect Marino Physiotherapy and its employees, it is Marino Physiotherapy's policy to restrict the use of all IT resources and communications systems as described below. Each user is responsible for using these resources and systems in productive, ethical and lawful manner.

No associate shall share user names, pass codes or passwords with any other person. An employee shall immediately inform the IT Department if he knows or suspects that any user name, pass code or password has been improperly shared or used, or that IT security has been violated in any way. This policy governs all IT resources and communications systems owned by or available at Marino Physiotherapy, including all use of such resources and systems when accessed using an employee's own resources, including but not limited to:

No Expectation of Privacy. All contents of Marino Physiotherapy's IT resources and communications systems are the property of Marino Physiotherapy. Therefore, associates should have no expectation of privacy whatsoever in any message, files, data, document, facsimile, telephone conversation, social media post, conversation or message, or any other kind or form of information or communication transmitted to, received or printed from, or stored or recorded on Marino Physiotherapy 's electronic information and communications systems.

Electronic communications systems provide easy access to vast amounts of information, including material that is protected by copyright, trademark, patent and/or trade secret law. You should not knowingly use or distribute any such material downloaded from the internet or received by e-mail without the prior written permission of Marino Physiotherapy Legal Department.

Inappropriate Use of Clinic IT Resources and Communications Systems

You are never permitted to use Marino Physiotherapy's IT resources and communications systems, including e-mail, text messaging, internet access, social media, telephones and voicemail, for any inappropriate or unlawful purpose.

Conduct Not Prohibited by This Policy. This policy is not intended to preclude or dissuade employees from engaging in legally protected activities/activities protected by state or federal law, including the National Labor Relations Act.

HOURS

Scheduled hours are determined by your supervisor. Hours may be altered to accommodate preferences but are ultimately at the discretion of management. Clinic Hours are as follows. Mon-Thurs 8am-6pm, Fri 8am-12pm

LACTATION ACCOMMODATION

Marino Physiotherapy supports breastfeeding mothers by accommodating their desire or need to express milk during the workday. Marino Physiotherapy will provide reasonable break periods for lactating associates to express breastmilk. These breaks should be taken during normally scheduled break times. The associate and her supervisor must agree on the times and durations of the breaks, within the requirements of this policy and the law. An office will be made available for private use.

PARKING

Our patients at Marino Physiotherapy have first priority regarding parking including the spots directly in front of the door and directly across the driveway from the front entrance. Parking is free and available to employees in the designated employee parking areas outside of those listed as reserved for patients. Employees parking in patient parking areas will be subject to disciplinary action.

VII. ADMINISTRATIVE AND PERSONNEL POLICIES

CONFIDENTIAL INFORMATION

Information in the medical record is confidential and can be released only after receiving written authorization from the patient or as required by law. If a request for release of information is from an attorney, a subpoena, or concerns a questionable situation the medical record should be

Volunteers

See Volunteer Checklist below.

forwarded to the Owner for disposition. Release and disclosure of medical information is protected by the Health Insurance Portability and Accountability Act and you must complete HIPAA training by studying the videos at <https://www.accountablehq.com/free-hipaa-training/intro-to-hipaa> or an equivalent and completing and submitting the quiz at the end of this handbook. There is no need to take the online test, or pay the fee for it

Any employee who views and/or discloses information from the medical records without a business reason could render Marino Physiotherapy liable for damages on grounds of breach of confidentiality. Any employee who violates the confidentiality of medical information is subject to serious disciplinary action up to and including termination of employment, as well as legal action for violation of HIPAA.

VIII. STUDENT SPECIFIC INFORMATION

INTERNS

Your time here is not with the expectation for you to *be* like or *treat* like your Clinical Instructor. The goal of your time here is to help you advance from where you are, to a more confident, skilled, and clinically reasoned clinician. If this is your last rotation, the goal is also for you to (at a minimum) be treating patients at an independent (with mentorship) and clinically competent level during your last 2-4 weeks here. During your first few days, you will have a meeting with your CI to establish:

- Dates of rotation and student evaluations
- Intern expectations
- Academic requirements and ACCE contact info
- Schedule
- Where to keep personal items/lunch
- Date of student presentation
- Plan for student learning time (typically at lunch on Tuesdays) as well as clinic learning time (usually right after staff meetings)

Also, if you will need to complete our HIPAA quiz even if you already completed this in your program.

Volunteer Checklist:

Welcome to Marino Physiotherapy! We are so glad you are here and want this to be a fulfilling experience for you. Your observations as a person with fresh eyes are so valuable and if you see areas that can be improved or if there is a way we can improve your time with us, please talk to Alaina Marino – the owner. Here is a general list of areas we could use your assistance. If you have any questions, Alaina and Elizabeth are your first resources, and Jason up front at the desk can be helpful as well, and of course, you can always ask the therapists if they need anything – they will love you for that. Please introduce yourself to the staff as you see them so we can all get familiar with you.

Volunteer Guides: Danny, Bill, Alaina, and Ashley are the PT's. Elizabeth is the PTA. ASK if you are unsure how to do something or have not done it before.

Wipe down and refresh linen for any table that has been used.

Ask the front desk to assist with other filing tasks

Listen for timers going off and ask the therapists if you can help. This may include (with therapist instruction):

- Listen for e-stim or traction to beep and assist patient by removing electrodes, device, thermal modalities such as hot or cold pack.
- Attend patient as they complete exercises and alert the therapist of any pain or discomfort or signs of struggle, breathing difficulty, or patient changing color to red or pale.
- Attend patient for customer service needs (show where bathroom is, help with paper work, visit with them while they are on the bike/TM/leg press/posture chair)
- Being a second set of hands in a treatment session

Flip laundry, fold, and put away.

Look at schedule and go to wipe down mats at the :00, :20, and :40 of each hour and between patients.

Wipe down all chairs, stools, and rails in gyms, pool area, and waiting rooms

Wipe down equipment or any surfaces a patient may touch such as counters and door knobs

Swiffer top of cabinets or furniture

Wipe all equipment at least once per shift

Wipe off weights and rehab equipment

Wipe down the area around pool (seats/rails/dressing rooms).

If you are looking to observe treatment sessions as you are interested in becoming a therapist, PLEASE LET THE THERAPISTS KNOW so that we can help you get more time doing this.

REMEMBER: You are responsible for keeping up with your Volunteer hours. If you are doing observations for PT or Grad school requirements, it is a good idea to keep notes on what TYPE of patients you got to see (no personal information), what TREATMENTS you found interesting, and what you learned from your time here. This information is also good for a more detailed letter of recommendation if you should need one in the future.

THANK YOU & WELCOME!!!!!!

IV. SIGNATURES AND ACKNOWLEDGEMENTS

ACKNOWLEDGMENT FORM

By signing this Acknowledgment Form, I hereby acknowledge that I have received the Associate Handbook and I have read it and I am familiar with its terms. I understand that the purpose of this Handbook is to provide associates of Marino Physiotherapy with general information regarding the policies and procedures Marino Physiotherapy attempts to follow in most cases, but I also understand that NEITHER THIS HANDBOOK NOR ANY PROVISION OF THIS HANDBOOK CONSTITUTES AN EMPLOYMENT CONTRACT OR ANY OTHER TYPE OF CONTRACT. I also understand that because of the nature of Marino Physiotherapy's operations and the variations inherent in individual situations, the policies and procedures set out in the handbook may not apply to every associate. I understand that under no circumstances are the policies and procedures contained in this Handbook to be considered promises by Marino Physiotherapy that my association with Marino Physiotherapy will always be governed by them.

I understand that this Handbook supersedes any other handbooks, manuals, memoranda, statements or pronouncements that I may have received or heard of in the past. I further understand and acknowledge that Marino Physiotherapy may, in its sole discretion, interpret, modify, revise, delete, or add to any of the policies or procedures contained in this Handbook. I understand that Marino Physiotherapy may do this at any time, with or without notice and that Marino Physiotherapy's decisions in this regard will be final.

I understand and agree that my association is for an indefinite term and is terminable at any time at the will of either myself or Marino Physiotherapy for any reason. I understand that severance of this relationship at any time, by either party, for any reason not prohibited by law will not constitute a violation of any express or implied covenant. I also understand that this status can only be altered by a written contract of employment which is specific as to all material terms and is signed by myself and the Owner of Marino Physiotherapy.

I HAVE READ THE ABOVE STATEMENTS AND I HAVE READ AND UNDERSTAND THE ASSOCIATE HANDBOOK.

Associate's Printed Name

Date

Associate's Signature

HIPAA CONFIDENTIALITY AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 20____, by and between

Marino Physiotherapy, known as the “Healthcare Facility”, and _____, known as the “Associate”, and known collectively as the “Parties”, set forth the terms and conditions under which information created or received by or on behalf of Marino Physiotherapy (known collectively as protected health information or “PHI”) may be used or disclosed under State law and the Health Insurance Portability and Accountability Act of 1996 and updated through HIPAA Omnibus Rule of 2013 and will also uphold regulations enacted there under (hereafter “HIPAA”).

THEREFORE, in consideration of the premises and the covenants and agreements contained herein, the Parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Confidential Information. The Parties acknowledge that meaningful employment may or will necessitate disclosure of Confidential Information by Marino Physiotherapy to the Associate and use of Confidential Information by the Associate. The term “Confidential Information” includes, but is not limited to, PHI, any information about patients or other Associates, any computer log-on codes or passwords, any patient records or billing information, any patient lists, any financial information about Marino Physiotherapy or its patients that is not public, any intellectual property rights of Practice, any proprietary information of Marino Physiotherapy and any information that concerns Marino Physiotherapy’s contractual relationships, relates to Marino Physiotherapy’s competitive advantages, or is otherwise designated as confidential by Marino Physiotherapy.

2. Disclosure. Disclosure and use of Confidential Information includes oral communications as well as display or distribution of tangible physical documentation, in whole or in part, from any source or in any format (e.g., paper, digital, electronic, internet, social networks, magnetic or optical media, film, etc.). The Parties have entered into this Agreement to induce use and disclosure of Confidential Information and are relying on the covenants contained herein in making any such use or disclosure. Marino Physiotherapy, not the Associate, is the records owner under state law and the Associate has no right or ownership interest in any Confidential Information.

3. Applicable Law. Confidential Information will not be used or disclosed by the Associate in violation of applicable law, including but not limited to HIPAA Federal and State records owner statute; this Agreement; the Practice’s Notice of Privacy Practices, as amended; or other limitations as put in place by Marino Physiotherapy from time to time. The intent of this Agreement is to ensure that the Associate will use and access only the minimum amount of Confidential Information necessary to perform the Associate’s duties and will not disclose Confidential Information outside Marino Physiotherapy unless expressly authorized in writing to do so by Marino Physiotherapy. All Confidential Information received (or which may be received in the future) by Associate will be held and treated by him or her as confidential and will not be disclosed in any manner whatsoever, in whole or in part, except as authorized by Marino Physiotherapy and will not be used other than in connection with the employment relationship.

4. Log-on Code and Password. The Associate understands that he or she may be assigned a log-on code or password by the Healthcare Facility, which may be changed as Marino Physiotherapy, in its sole discretion, sees fit. The Associate will not change the log-on code or password without Marino Physiotherapy’s permission. Nor will the Associate leave Confidential Information unattended (e.g., so that it remains visible on computer screens after the Associate’s use). The Associate agrees that his or her log-on code or password is equivalent to a legally-binding signature and will not be disclosed to or used by anyone other than the Associate. Nor will the Associate use or even attempt to learn another person’s log-on code or password. The Associate immediately will notify Marino Physiotherapy’s HIPAA Privacy Officer upon suspecting that his or her log-on code or password no longer is confidential. The Associate agrees that all computer systems are the exclusive property of Marino Physiotherapy and will not be used by the Associate for any purpose unrelated to his or her employment. The Associate acknowledges that he or she has no right of privacy when using Marino Physiotherapy’s computer systems and that his or her computer use periodically will be monitored by Marino Physiotherapy to ensure compliance with this Agreement and applicable law.

5. Returning Confidential Information. Immediately upon request by Marino Physiotherapy, the Associate will return all Confidential Information to Marino Physiotherapy and will not retain any copies of any Confidential Information, except as otherwise expressly permitted in writing signed by Marino Physiotherapy. All Confidential Information, including copies thereof, will remain and be the exclusive property of Marino Physiotherapy, unless otherwise required by applicable law. The Associate specifically agrees that he or she will not, and will not allow anyone working on their behalf or affiliated with the Associate in any way, use any or all of the Confidential Information for any purpose other than as expressly allowed by this Agreement. The Associate understands that violating the terms of this Agreement may, in Marino Physiotherapy’s sole discretion, result in disciplinary action including termination of employment and/or legal action to prevent or recover damages for breach. Breach reporting is imperative.

6. Breach. The Parties agree that any breach of any of the covenants or agreements set forth herein by the Associate will result in irreparable injury to Marino Physiotherapy for which money damages are inadequate; therefore, in the event of a breach or an anticipatory breach, Marino Physiotherapy will be entitled (in addition to any other rights and remedies which it may have at law or in equity, including money damages) to have an injunction without bond issued enjoining and restraining the Associate and/or any other person involved from breaching this Agreement.

7. Binding Arrangement. This Agreement shall be binding upon and endure to the benefit of all Parties hereto and to each of their successors, assigns, officers, agents, Associates, shareholders and directors. This Agreement commences on the date set forth above and the terms of this Agreement shall survive any termination, cancellation, expiration or other conclusion of this Agreement unless the Parties otherwise expressly agree in writing.

8. Governing Law. The Parties agree that the interpretation, legal effect and enforcement of this Agreement shall be governed by the laws in the State of Tennessee and by execution hereof, each party agrees to the jurisdiction of the courts of the State. The Parties agree that any suit arising out of or relation to this Agreement shall be brought in the county where Marino Physiotherapy’s principal place of business is located, Knox County, TN.

9. Severability. If any provision under this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions and statements shall continue to be valid and enforceable.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have executed this Agreement on the date first above written, when signing below and after [training](#) on HIPAA Law with full understanding this agreement shall stand.

DOCUMENTATION OF HIPAA PRIVACY TRAINING

The Health Insurance Portability Act of 1996 (HIPAA) requires our privacy officer to train Associates on our health information privacy policies and procedures to the HIPAA Omnibus Standards of 2013 which also includes HI-TECH and Protected Health Information (PHI), Electronic Protected Health Information (ePHI) and Electronic Health Records (EHR). All Associates with treatment, payment or healthcare operations responsibilities, which allow access to protected health information, are trained with updates periodically as State and Federal mandates require. HIPAA also requires that we keep this documentation (that the training was completed) for six years after the training.

I, the undersigned, do hereby certify that I have received, read, understood and agree to abide by Marino Physiotherapy’s HIPAA Policies and Operating Procedures.

Signature _____ Date _____

Print Name _____

HIPAA Test <https://www.accountablehq.com/free-hipaa-training/intro-to-hipaa> Do not pay for certificate – but use the videos to answer these questions

Your Name: _____ **Date:** _____

1. HIPAA stands for:

- A Health Insurance Portability and Accountability Act
- B Health Insurance Protection and Affordability Act
- C Health Information Protection Auditing Act
- D Healthcare Industry Privacy and Administration Act

2. Who is responsible for implementing and monitoring the HIPAA regulations?

- A The President of the United States
- B The Department of Justice
- C The Secretary of the U.S. Department of Health and Human Services
- D The Occupational Safety and Health Administration

3. Who is covered under the HIPAA Rules?

- A Health Plans
- B Healthcare clearinghouses
- C Healthcare providers who conduct healthcare transactions in electronic form
- D All of the above

4. What is PHI (protected health information)?

- A Information that identifies, or can be used to identify, an individual
- B Information relating to an individual's past, present or future physical or mental health or condition
- C Health insurance claims and billing records
- D All of the above

5. True or False: Covered Entities are allowed disclose protected health information to anyone for any reason.

- A True
- B False

6. HIPAA provides individuals with which of the following rights with respect to their protected health information?

- A The right to access, review and obtain copies of their PHI
- B The right to amend or have changes made to errors in their PHI
- C The right to request an accounting of disclosures of PHI by Covered Entities or Business Associates
- D The right to request restrictions on the use or disclosure of PHI
- E. All of the above

7. True or False: Penalties for violations of the Privacy and Security include fines up to \$1.5 million and potential jail time.

- A True
- B False

8. Which of the following is not a general category of safeguards described in the HIPAA Security Rule?

- A Technical safeguards
- B Physical safeguards
- C Financial safeguards
- D Administrative safeguards

9. True or False: The Security Rule protects individual's protected health information held or transmitted in electronic form.

- A True
- B False

10. True or False: The Privacy Rule requires Covered Entities to make reasonable efforts to disclose only the minimum necessary portion of a medical record to accomplish the intended purpose.

- A True
- B False

11. The Privacy Rule permits Covered Entities to use and disclose protected health information without an individual's authorization for all of the following, except:

- A Treatment
- B Marketing
- C Payment
- D Healthcare Operations

12. True or False: Subcontractors of Business Associates do not need to comply with the Privacy or Security Rule.

- A True
- B False

13. True or False: An individual can request his/her health records from a Covered Entity for any reason.

- A True
- B False

14. Which of the following is an Administrative Safeguard outlined in the Security Rule?

- A Alarm System
- B Access Controlled Facility
- C Data Encryption
- D Device and media controls

15. Which is a change made to HIPAA by the Omnibus Rule of 2013?

- A It made Covered Entities directly liable under the Privacy and Security Rules
- B It made Business Associates directly liable under the Privacy and Security Rules
- C It required all Covered Entities to use Electronic Medical Records
- D It reduced penalties for violations of the Privacy and Security Rules