

Latest Legal Developments Impacting the Home Care Industry

August 15, 2025

What a law firm *should* be.

Angelo Spinola
Shareholder/Co-Practice Chair: Home Health, Home Care and Hospice
Polsinelli

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Political Forecast of Federal Laws



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Trump's Promises on Home-Based Care

“President Trump will prioritize home care benefits by shifting resources back to at-home senior care, overturning disincentives that lead to care worker shortages, and supporting unpaid family caregivers through tax credits and reduced red tape.”

PROMISES:

- Make home care more affordable
- Expanded benefits under Medicare Advantage and primary care policies to allow seniors to stay home
- Tax credits for family caregivers
- Reduction in Medicaid HCBS benefits and addition of work requirements

▪ **PREDICTIONS:**

- Expansion of Medicaid at the state level
- Lesser focus on federal antitrust initiatives related to larger industry deals
- Medicaid Access Rule 80/20 Provision may be modified or abandoned
- Significant reduction in federal regulation



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Key Initiative Scorecard Thus Far

- Immigration reform executive orders
 - Ending federal benefits for people in the country illegally
 - Declaring a national emergency at the southern border
 - Ending birthright citizenship under certain circumstances
 - Freezing on refugee admissions
- Budget resolution likely to reduce federal Medicaid spending
- DEI initiatives
- Executive order removing barriers to artificial intelligence innovation



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Update on Status of Biden Initiatives under the Trump Administration

- FTC Non-Compete Ban
- Change to NLRB Joint Employment Standard
- Salary Level Increases
- Changes to Independent Contractor Standard
- 80/20 Rule and Fair Access to Medicaid
- NLRB Guidance on Chilling Policies
- Keep a Close Eye on State and City Law Changes



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Affordable Care Act Requirements for Applicable Large Employers



Overview of the ACA

- All applicable large employers (“ALE”) covered under the Fair Labor Standards Act (FLSA) must provide to each employee, at the time of hiring, written notice about insurance options, including:
 - informing the employee of the existence of an Exchange (i.e., an online marketplace for health insurance under the ACA that is run by state or federal government), including a description of the services provided by such Exchange, and the manner in which the employee may contact the Exchange to request assistance;
 - if the employer plan’s share of the total allowed costs of benefits provided under the plan is less than 60 percent of such costs, that the employee may be eligible for a premium tax credit and a cost sharing reduction if the employee purchases a qualified health plan through the Exchange; and
 - if the employee purchases a qualified health plan through the Exchange, the employee may lose the employer contribution (if any) to any health benefits plan offered by the employer and that all or a portion of such contribution may be excludable from income for Federal income tax purposes.



Applicable Large Employer Defined

- Applicable Large Employer (“ALE”) has 50 or more full-time employees. (30 hrs/wk) in the preceding year.
 - Includes full time equivalents for part-time employees, but excludes seasonal workers.
 - Total is reduced by 30 for purposes of classification and determining penalty assessment.
- Entities in same control group are aggregated to determine ALE status.
 - BUT the potential liability for penalties is determined at the entity level.



Applicable Large Employer Defined (Cont'd)

- New employers who do not have a previous calendar year should use the reasonably expected average number of employees in the current calendar year
- A full-time employee, for purposes of calculation, is an employee, in any month, who is employed on average at least thirty (30) hours per week
- Must also calculate for “full-time equivalent” employees by adding the number of other employee hours in each month and dividing that number by one hundred twenty (120)
- Ex: in June the employer’s non-full time employees worked a total of 240 hours, this would be divided by 120, for a total of 2 full-time equivalent employees which should be counted toward the total of employees for that month in calculating averages
- Once the employer has added together their full-time employees and full-time equivalent employees for each month in the previous year, those monthly totals should be added together and divided by twelve (12) to determine if the employer has an average of at least fifty (50) employees
- If the final number is fifty (50) or more, then the employer qualifies as an applicable large employer and is subject to these requirements



ACA – Inadequate Coverage Penalty

INADEQUATE COVERAGE PENALTY

- \$4,460 per year (B penalty) for each full-time employee who receives a premium tax credit for coverage purchased through the Marketplace.

EXAMPLE:

- BigCorp has four full-time employees purchasing coverage through the Marketplace and receiving a premium tax credit. BigCorp will owe a penalty of \$17,840 (\$4,460 x 4) for the year.
- Problem: BigCorp did not offer affordable medical coverage to all full-time employees and four of those employees purchased Marketplace coverage.
- Note that penalties are only triggered if a full-time employee purchases coverage through the Marketplace and receives subsidized coverage via premium tax credit.



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Reporting Obligations for ALEs

- ALEs must provide a copy of Form 1095-C to every full-time employee, regardless of whether they enrolled in the company sponsored health plan
 - Employers need to keep a copy as well to send to the IRS
- ALEs must also complete Form 1094-C for the IRS
- There are tax penalties for failure to provide proper benefits and failure to timely report to the IRS as an ALE



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Recent Home Care Litigation in Arizona



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Pay Practices Remain a Common Target



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- *Anthony v. Rise Services Incorporated (2022)*
 - Plaintiff (direct support professional) filed complaint for unpaid wages including unpaid minimum wage and overtime for all hours worked exceeding 40 in a workweek, liquidated damages and attorneys' fees
 - Employer: provides caregiving services for children, adults, and families, including individuals with disabilities
 - Court allowed case to proceed as a class action covering current and former direct care professionals for a period of five years
 - As of June of this year, the court had preliminarily approved a settlement of the class action suit (\$1,000,000)
- *Monge v. Everwell Home Health Care, LLC (2025)*
 - Employee filed a lawsuit for unpaid minimum wages, liquidated damages, attorneys' fees, and costs
 - Employer: home healthcare company
 - Case is currently beginning the discovery phase of litigation

Remember All Requirements For Laws Like Title VII or the ADA and Train Management Accordingly



- *Tannor v. Banner Health* (2022)
 - Employee (registered nurse home triage) filed complaint against her employer for ADA violations
 - Employee made a request for accommodation to work 12 or 14 hour shifts rather than the newly required 16-hour shift
 - Disability: recent amputation of her right foot and retinal detachment surgery
 - Without an accommodation, the employee claimed her circulation would be impeded and impact her medical appointments (needed injections in her eyes every six weeks)
 - After several months of attempts to find a position that would accommodate the employee's needs, the employee was terminated
 - Ultimately the court granted the employer's motion for summary judgment dismissing the case finding
 - There is no dispute that the employer's business needs required a schedule change
 - **The employer engaged in good faith in the interactive process to identify a reasonable accommodation**
 - And thus, the employer's actions following its policy and allowing the employee to continue employment for several months, was not pretext
 - 18 months of litigation to reach the favorable result

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"Employee" vs "Independent Contractor"



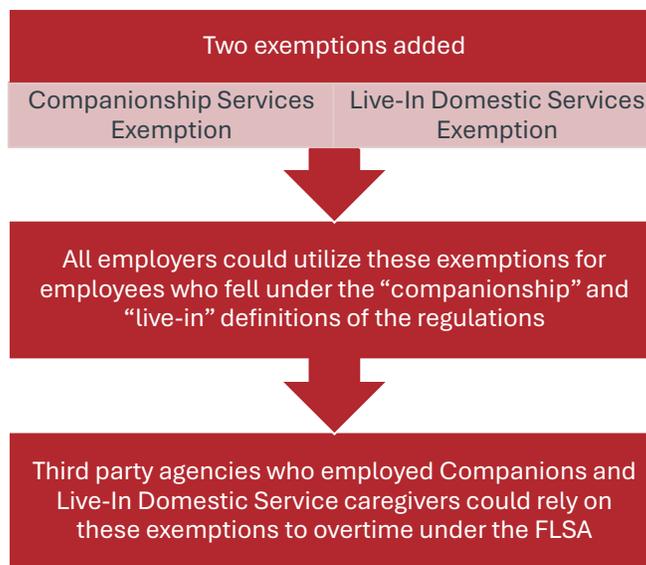
- *Dynometrics Inc. v. Ariz. Dep't of Econ. Sec.* (2024)
 - Alleged employer (home care company) argued that individual was an independent contractor, not an employee, and thus should not be awarded unemployment benefits
 - Individual was hired as a Family Care Attendant to provide care for one specific client and no other clients
 - When client passed away, alleged employee applied for unemployment
 - Benefits were initially denied, but upon appeal were granted
 - Never addressed alleged employer's argument and simply assumed "employee" status
 - Alleged employer appealed to the Court of Appeals of Arizona who reversed and remanded the case
 - Found the Board abused its discretion by failing to consider the alleged employer's argument
 - A thorough examination of the employment relationship was required

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Companionship and Live-In Domestic Service Exemptions



Fair Labor Standards Act in 1974



Third-Party Employment: The 1975 Regulations

- Language of FLSA Exemptions – “any employee” who performs companionship or live-in duties is exempt.
- Section 552.109 of the regulations provided that the exemption is available for employees “who are employed by an employer or agency other than the family or household using their services.”
- DOL identified the availability of exemptions to agencies and other “third-party employers” as critical to maintaining affordability of these services.
- In 2007, U.S. Supreme Court upheld 1975 regulation as a reasonable interpretation of the FLSA in *Long Island Care at Home, Ltd. v. Coke*, 551 U.S. 158 (2007) (Unanimous decision holding that neither the statute nor the legislative history provided a definitive answer as to whether third-party employers may avail themselves of these exemptions and that the third-party employer regulation fell within the Department’s broad scope of delegated rulemaking authority).



1974 Companionship Exemption

Applied to employees providing companionship services to individuals who are unable to care for themselves due to age or infirmity

- Ex: applied to caregivers who provided, “fellowship, **care**, and protection for a person who...cannot care for his or her own needs,” in **their home**



Excluded covered employees from the FLSA’s minimum wage and overtime obligations



1974 Companionship Exemption Continued

- Provision of “care” meant
 - Assisting the person with:
 - Activities of Daily Living (ADLs) And
 - Instrumental Activities of Daily Living (IADLs)
 - Included “household work related to the person's care such as meal preparation, bed making, washing of clothes, and other similar services” and could include other general household work not exceeding “20 percent of the total weekly hours worked.”



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Live-In
Domestic
Service
Exemption

Applied to employees who work in domestic service on a “live-in” basis

Excluded covered employees from the FLSA’s **overtime** obligations



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Live-In vs. Extended Shift Caregivers under FLSA



“Live-In” Caregivers under Federal law

- Legal definition: permanent resident, works and sleeps on premises at least 5 days/120 hours per week, or works and sleeps on premises 5 consecutive days per week
- Separate sleeping quarters
- Employer allowed to treat off-duty time other than Bonafide sleep meal as non-compensable

Extended Shift Caregivers under Federal Law

- On duty for 24 hours or more but do not meet live-in definition
- Adequate sleeping quarters
- Employer allowed to treat only Bonafide sleep and meal periods as non-compensable

For both

- Can deduct 8 hours of sleep time if parties have a “reasonable” agreement
- Accurate time records still needed → non-compliance has been a major target of DOL investigations and private lawsuits

2013 Department of Labor Regulations



DOL issued new regulations



Extended minimum wage and overtime requirements under the FLSA to most home care workers



Became effective in 2015

2013 Department of Labor Regulations Continued

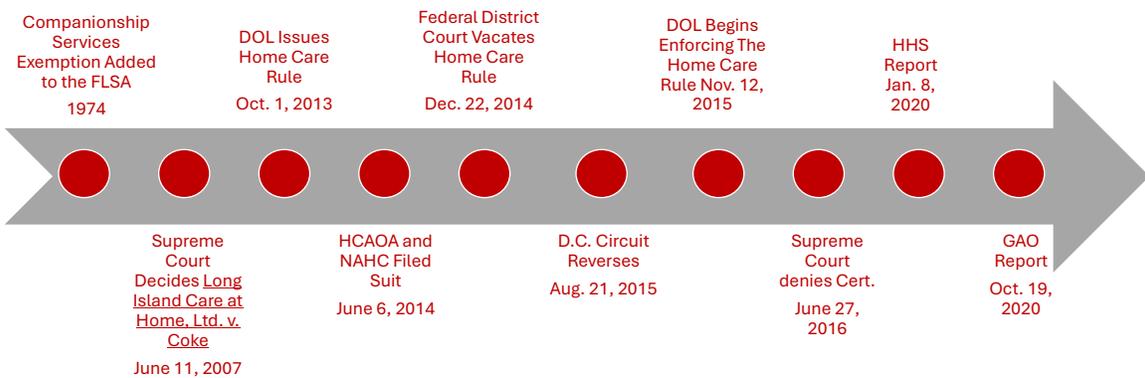
- Excluded third-party employer home care agencies from taking advantage of the exemptions**

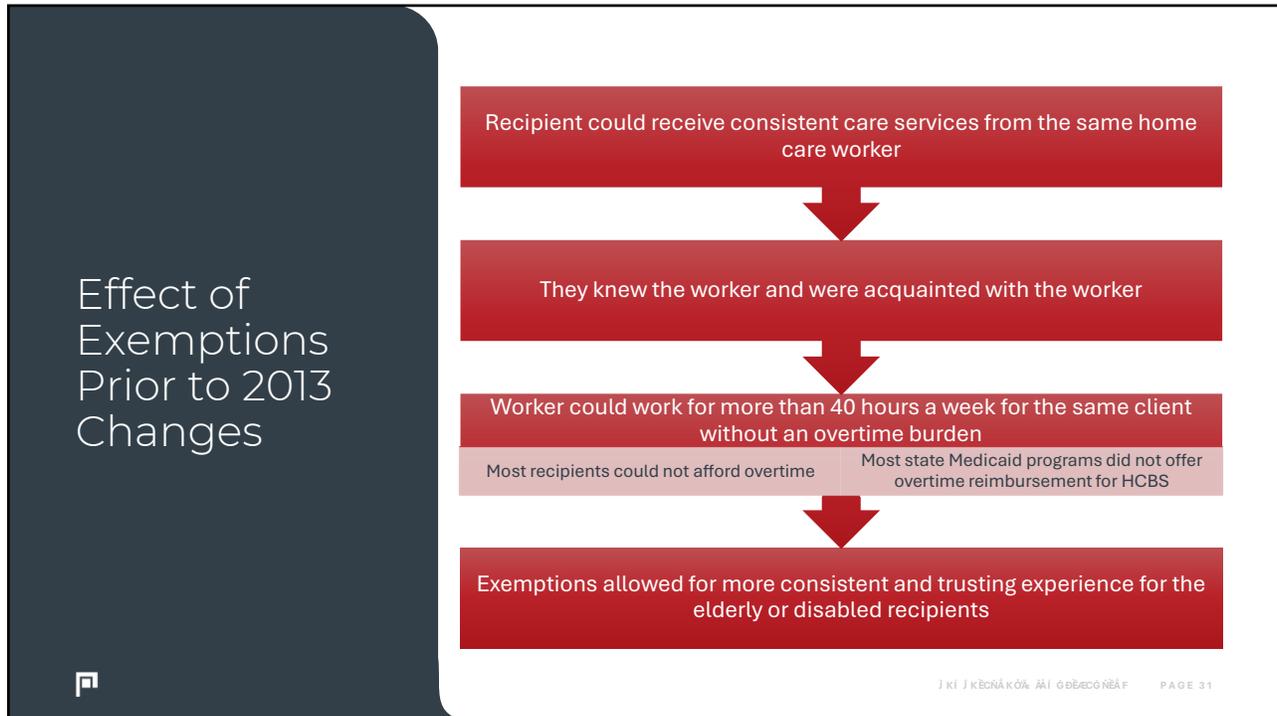
 - Third-party employers are agencies or entities that are not the actual recipients of the services
- Narrowed the scope of the companionship exemption available to families who directly hire caregivers**

 - Exempt only when provision of care is no more than 20% of the hours worked per week

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Timeline for Challenging the Home Care Rule





2025 Proposed Rescission

- July 2, 2025, DOL notice:
 - Proposal to rescind 2013 final rule, explaining “Department is concerned that the 2013 regulations might not reflect the best interpretation of the FLSA and might discourage essential companionship services by making these services more expensive”
 - Return to the 1975 regulations
 - Would restore the ability of agencies to utilize the companionship and domestic service live-in exemptions
 - Would eliminate the 20% care limitation under the current definition of “companionship services”

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Effect of the 2025 Proposed Rescission



- DOL anticipates that the change would:
 - Reduce labor costs
 - Provide greater scheduling flexibility
 - Expand access to home care services
 - Reduce overall home care costs for agencies
 - Could result in an indirect cost savings for clients and the government
 - Result in a more positive experience for the elderly and disabled clients

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JULY 25, 2025

Department of Labor Wage and Hour Division FAB on Home Care Enforcement Guidance (continued)



- Wage and Hour Division Field Assistance Bulletin
 - Effective July 25, 2025
 - WHD will not apply the 2013 final rule when determining whether a home care worker is subject to the FLSA's wage requirements
 - Provide clarity and consistency while department re-evaluates the 2013 final rule through the comment period
 - WHD will suspend enforcement of all provisions of the 2013 final rule while FAB is in effect
 - Will immediately discontinue enforcement for all open cases that predate the FAB where employer claims exemptions
 - Will not investigate or take enforcement action against third party employers that claim the exemption
 - "Companionship services" include the provision of fellowship, protection, and care
 - Will not consider any limits on the time spent providing "care"
 - Does not change investigations or other actions into possible violations
 - Home care services provided by trained personnel, such as registered nurses or licensed practical nurses are not affected by the FAB (not considered to be exempt even when providing "companionship services")

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Wage and Hour Division Perspective

From: Jack Blum <jack.blum@polsinelli.com>
Sent: Tuesday, July 29, 2025 6:23 PM
To: Ramos-Mendez, Mircedalia Y - WHD
Cc: Angelo Spinola <aspinola@polsinelli.com>
Subject: RE: [REDACTED]

CAUTION: This email originated from outside of the Department of Labor. Do not click (select) links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails through the "Report" button on your email toolbar.

Good evening:

We've received a copy of Wage and Hour Division Field Assistance Bulletin 2025-4 (<https://www.dol.gov/sites/dolgov/files/WHD/fab/2025-4.pdf>) in which the Acting Administrator instructs that home care cases must be immediately discontinued and that "WHD investigators must not investigate or take enforcement action against third party employers, including home care agencies, that claim the exemption for workers engaged in companionship services under section 13(a)(1) or live-in domestic services under section 13(b)(2) of the FLSA, as applicable."

Please confirm that WHD will be discontinuing any further enforcement efforts in connection with the [REDACTED]

Thanks,
 Jack

Jack Blum
 Shareholder

From: Rodriguez, Maria D - WHD <[REDACTED]>
Sent: Thursday, July 31, 2025 12:50 PM
To: Jack Blum <jack.blum@polsinelli.com>; Ramos-Mendez, Mircedalia Y - WHD
Cc: Angelo Spinola <aspinola@polsinelli.com>
Subject: RE: [REDACTED]

EXTERNAL EMAIL [REDACTED]

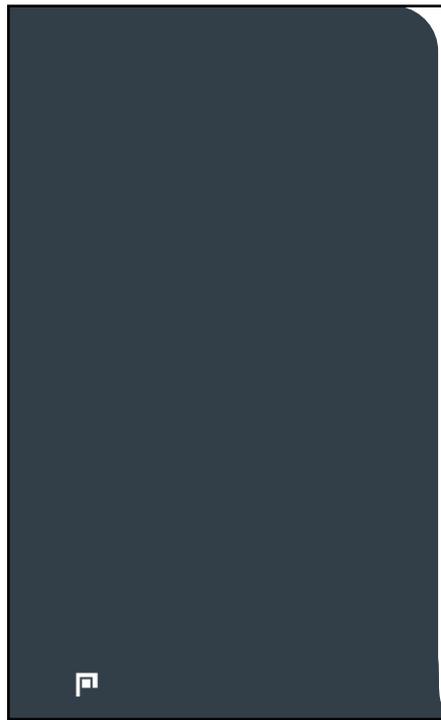
Hi Jack,

Thank you for your time throughout this investigation.

Yes, we will be discontinuing our enforcement actions.

Thank you.

Maria



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White House Proposes Rule to Deny Rights to Caregivers

Jul 29, 2025
 By Emma Curran



On July 2, the Department of Labor's Wage and Hour Division issued a [proposal](#) that would overturn home care workers' rights to earn a minimum wage and overtime pay. This move would diminish the rights of up to 3.1 million caregivers, personal care aides, and home health aides employed by agencies across the country.

Specifically, the rule would allow home care agencies to avoid paying minimum wage or overtime if the rule also requires, by referring to the [2022 Department of Labor's rule](#). Under that interpretation, live-in workers, companionship providers, and many domestic workers employed by third party agencies were excluded from Fair Labor Standards Act (FLSA) protections. The proposed rule expands the 2022 definition of "non-employment services," which had limited care-related tasks to no more than 20 percent of weekly hours. That narrow definition had ensured that many workers previously excluded were fully covered under the FLSA.

This move to repeal the rights of home care workers is a major step backward. Home care workers do essential work and, for all intents, deserve a living wage and dignity on the job. Cutting that coverage of the FLSA is vital to help empower the millions of majority Black and Brown immigrant women who are the home care sector and to build care infrastructure that is both needed and just.

Key Background and Important History



Next Steps

- DOL opened the proposal to public comments
 - Through September 2, 2025
 - Can be submitted electronically or by mail
 - Electronic submission is preferred method if submitting near the deadline
 - Providers should strongly consider providing comments before the deadline focused on unique experiences of agency, caregivers and care recipients.
 - Long road focus on future challenges and judicial scrutiny



Ⓜ JUNE 27, 2025

Department of Labor Wage and Hour Division FAB on Liquidated Damages

- Most claims brought under section 216(b) – can bring private lawsuit to recover unpaid wages and liquidated damages
 - Liquidated damages are mandatory unless the employer proves good faith and reasonable grounds
 - Available from employee lawsuit or litigation by Secretary of Labor
- Section 216(c) allows Secretary of Labor to supervise payment of unpaid wages prior to litigation
 - Liquidated damages are absent from the language
- Section 260 confirms liquidated damages are only for judicial proceedings
 - Power only vested in the courts, not WHD
- Federal agency may only act when Congress has clearly granted it authority
- Thus, effective June 27, 2025:
 - WHD may not supervise the payment of liquidated damages in any administrative matter under the FLSA
 - Unless enforcement action brought in litigation (only allowed in judicial proceedings, not administrative matters)
 - Must limit to unpaid minimum wages or overtime compensation
 - Does not apply where liquidated damages have been agreed to in writing prior to the effective date





Individual State Assessment

- Determine if the state has a general minimum wage and/or overtime law or laws unique to home-based care providers
 - If so, determine if the state law is consistent with the FLSA or if the state law is distinct
 - If distinct, determine how the state law defines employee and employer under the law
 - Determine if caregivers would fall under the law
 - Determine if there are any state specific exemptions for caregivers
 - If not, determine how compensable work is defined under state law to understand pay obligations



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Both FLSA and State Laws Apply

- Arizona
 - State law requires employers to pay employees at least the state minimum wage
 - "Employee" means any person who is or was employed by an employer but does not include any person who is employed by a parent or a sibling, or who is employed performing babysitting services in the employer's home on a casual basis."
 - Only employee exception is for casual babysitters or family members
 - Employers do not include businesses that generate less than \$500,000 in gross annual revenue and that are not involved in interstate commerce or the production of goods for commerce
 - Current minimum wage: \$14.70 per hour
 - Flagstaff: \$17.85 per hour
 - Tucson: \$15.00 per hour
 - As of 2022 there is no state law for OT in AZ; AZ has otherwise adopted the FLSA and all applicable exemptions



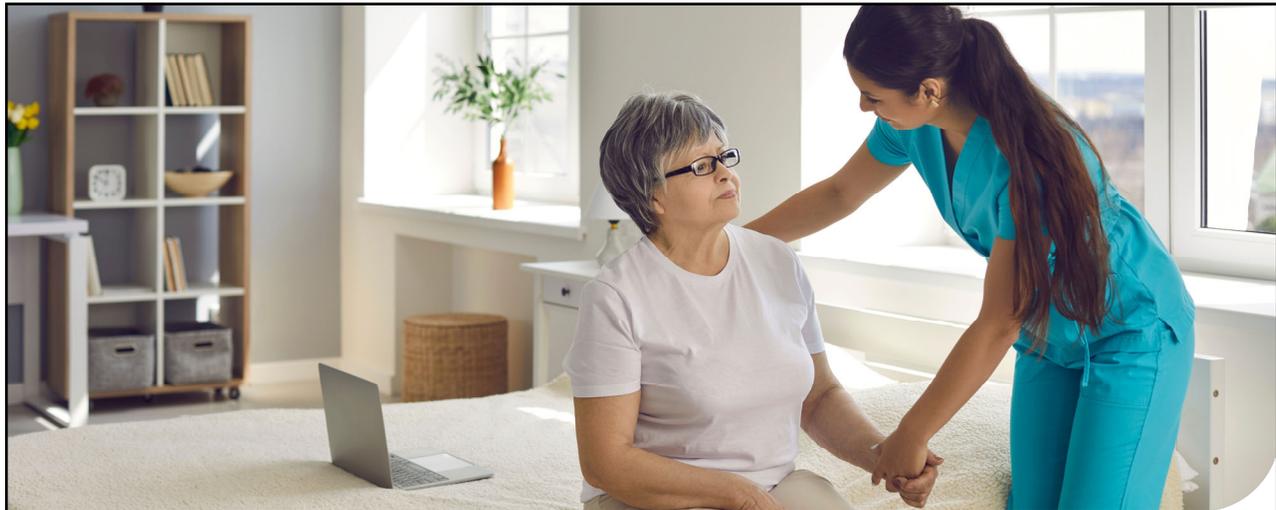
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Next Steps for Providers

- Determine the best course of action for your business
- Numerous beneficial alternatives are available for caregiver compensation including increased hourly rates, contractual overtime equivalent compensation structures, visit based pay structures, incentive bonus programs, etc.
- Agencies, caregivers and consumers will benefit even without a fundamental change in labor costs due to decreased administrative burdens and reduced litigation
- Obtain legal guidance from industry experts to confirm potential modifications are permitted under state and federal law *prior to* making any changes
- Discuss with employees and clients and provide written notification of changes
- Update offer letters, job descriptions, handbook policies, client service agreements, timekeeping and payroll programs, time entry protocols, etc.
- Yes, all existing POSH resources will be updated



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Polsinelli Online Solutions For Home Care (POSH)



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State Specific Resources

STATE SPECIFIC MATERIALS AND INFORMATION

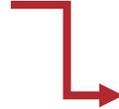
OPTIONS WITHIN EACH STATE (BASE)

Arizona's City Laws are Listed Employment Guide

Statute / Regulation	Requirement
Minimum Wage 29 U.S.C. § 206; 29 U.S.C. § 218(a).	Federal: The regular rate of pay an employer pays to a non-exempt employee cannot be less than the minimum wage. Aside from exceptions generally inapplicable to home care, the current federal minimum wage is \$7.25 per hour for non-exempt employees.
Ariz. Rev. Stat. Ann. § 23-363(A), (B).	Arizona: As of January 1, 2025, <u>minimum wage</u> in Arizona is \$14.70 per hour for most non-exempt employees. Each January 1, the minimum wage is scheduled to increase based on the increase in the cost of living.
Ariz. Rev. Stat. Ann. § 23-362(C).	The state's minimum wage is applicable to all employers except small businesses, which are defined as businesses that generate less than \$500,000 in gross annual revenue and that are not involved in interstate commerce or the production of goods for commerce.
Ariz. Rev. Stat. Ann. § 23-364(D).	Employers must post notices in the workplace notifying employees of their rights under Arizona's minimum wage law in a conspicuous place where employees work where notices are customarily placed. Employers are also required to maintain payroll records showing the hours worked for each day worked, and the wages paid to all employees for a period of four years. Failure to do so shall raise a rebuttable presumption that the employer did not pay the required minimum wage rate. <i>Subscribers to the premium state compliance materials package can locate a template Minimum Wage policy compliant with state law here and can locate state compliant minimum wage posters in English and Spanish.</i>
Flagstaff, Ariz. City Code §§ 15-01-001-0002(D), 15-01-001-0003(A)(6), (B).	Flagstaff: Employees who work (or are expected to work) 25 hours or more in a calendar year within the geographic boundaries of the City of Flagstaff are entitled to the city's minimum wage. As of January 1, 2025, Flagstaff employees must receive a minimum wage of \$17.85 per hour or \$2.00 per hour more than the state minimum wage, whichever amount is greater. Each January 1, the minimum wage will increase based on the increase in the cost of living. The minimum wage for tipped employees is \$16.85 per hour. Employer must post notices of Flagstaff's minimum wage in a conspicuous place at any workplace or job site in English , Spanish , and any language spoken by at least 5% of the employees at the workplace or job site.
Flagstaff, Ariz. City Code § 15-01-001-0004(A).	
Tucson, Ariz. City Code §§ 8-1 and 8-8.	Tucson: Employees who perform at least five hours of work per week in Tucson must receive the city's minimum wage. As of January 1, 2025, Tucson employees must receive a minimum wage of \$15.00 per hour. On each January 1 thereafter, an hourly amount will be increased by the rate of inflation multiplied by the minimum wage on December 31 of the previous year, rounded to the nearest multiple of five cents. If the federal minimum wage is increased above this minimum wage, this wage will be automatically adjusted to match the federal minimum wage. Any tips regularly and actually received by a tipped employee may be applied to offset the minimum wage obligation, with a maximum of \$3.00 that may be applied. Employers can access Tucson's minimum wage poster in English and in Spanish .

Restrictive Covenants in Arizona

Statute / Regulation	Requirement
Restrictive Covenant Law (Pre-Hire)	Federal: Restrictive covenants are limitations placed on an employee's conduct by an employer commonly in employment contracts that are to remain in force after their employment has ended, such as a prohibition on an employee from competing against the employer within a particular geographic area for a specified period of time or a confidentiality agreement preventing the employee from disclosing or using the employer's proprietary or confidential information. These agreements generally need to be narrowly tailored to state law and the specific operations of the business.
Non-Compete Clause Rule, A Rule by the FTC, 89 Fed. Reg. 38342 (May 7, 2024) (to be codified at 16 C.F.R. 910, 912).	On September 4, 2024, the Federal Trade Commission's ("FTC") final rule banning non-compete agreements goes into effect. Under the rule, employees are prohibited from (1) entering into or attempting to enter into a non-compete clause agreement, (2) enforcing or attempting to enforce a non-compete clause agreement, and (3) representing that a worker is subject to a non-compete clause agreement. The ban applies to all non-compete clause agreements retroactively. Pursuant to this ban, employers must provide written, clear and conspicuous notice to all employees with impacted non-compete clauses or agreements that the



Statute / Regulation	Requirement
Arizona: Under Arizona law, the validity of a restrictive covenant is determined by its reasonableness. A restrictive covenant will be considered "reasonable" when the restraint (1) does not exceed that necessary to protect the employer's legitimate interest, (2) would not cause undue hardship to the employee, and (3) would not cause harm to the public interest.	With respect to non-compete agreements, courts will balance the interests of the business in protecting its legitimate interests with an individual's right to engage in the work in which he is trained. The two primary considerations in the reasonableness inquiry are the covenant's limitations regarding time and geography. Arizona courts will evaluate the reasonableness of the duration of a non-compete agreement on a case-by-case basis. A duration may be reasonable if it is no longer than necessary to replace the departing employee with an employee of equal qualification or the time it takes to train another employee to replace the former employee. The geographic scope of a non-compete agreement must be reasonably necessary to protect the employer's legitimate business interests and not unreasonably restrict the employee's right to work in his or her chosen profession.
<i>Exxon Mobil Corp. v. Casimiro</i> , 233 Ariz. 411, 314 P.3d 89 (App. 2013); <i>Est. Orthopedic Surgeons, Ltd. v. Zayas</i> , 164 Ariz. 54, 390 P.2d 752 (App. 1989).	As for non-solicitation agreements, Arizona courts have held that both customer and employee non-solicitation are enforceable so long as they are reasonable in scope. Non-solicitation agreements cannot extend to former or prospective customers, however.
	Importantly, Arizona follows the "blue pencil rule," which means courts will blue pencil restrictive covenants, eliminating grammatically severable, unreasonable provisions, but will not reform or rewrite the agreements to render them enforceable. Thus, including too much specificity in a restrictive covenant may prevent a court from eliminating a clause it finds unreasonable. Temporal and geographic, step-down provisions are an effective way of ensuring the enforceability of restrictive covenants under Arizona law.
	Because restrictive covenants require an employee to promise not to do something they would otherwise have been able to do, employers need to provide an employee with "consideration." Arizona courts have held that restrictive covenants signed at the beginning of employment in exchange for the promise of future employment provides sufficient consideration.
	We recommend a narrowly tailored Proprietary Information and Protective Covenants Agreement to prevent the solicitation of other employees and clients for most field staff but not for most field staff. A non-compete agreement may be appropriate for key office staff.

Arizona Caregiver Confidentiality and Non-Solicitation Agreement

ARIZONA CAREGIVER CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

This Caregiver Confidentiality and Non-Solicitation Agreement (this "**Agreement**") is made by and between **INSERT BUSINESS NAME** (the "**Company**"), and **INSERT EMPLOYEE NAME** ("**Employee**"), this **15** day of **August**, 20**24**, and shall become effective immediately upon Employee's employment with the Company (the "**Effective Date**"). The Company and Employee sometimes referred to in this Agreement individually as a "**Party**" and together as the "**Parties**".

In consideration of the employment of Employee by the Company, and in further consideration of the promises and commitments contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, Employee and the Company agree to execute and be bound by this Agreement as follows:

1. **DEFINITIONS.** The following definitions are established for the purposes of this Agreement:

(a) "**Company Business**" means: (i) any business that is of a character and concept similar to, or provides the same or similar services as the Company and its subsidiaries and successors (including, but not limited to, the provision of non-medical homecare and companionship services); and (ii) any services Employee has provided to a Restricted Client (as this term is defined below) on behalf of the Company during the Look Back Period (as this term is defined below).

(b) "**Confidential Information**" means:

- i. All ideas, information and materials, tangible or intangible, not generally known to the public, relating in any manner to the Company Business, its products and services (including all Trade Secrets, as this term is defined below), its officers, directors, employees and contractors, its actual and prospective clients, vendors and suppliers, referral sources, and all others with whom it does business, its financial information, including, without limitation, revenue sources, profit margins, pricing data, sales information, commissionable amounts payable with respect to sales revenue, operating income, operating expenses, gross profit charts, and financial statements, that Employee learns or acquires during Employee's employment with the Company;
- ii. All non-public information of any person or entity owned by, controlled by, or affiliated with the Company, and the non-public information of any other

State specific employee handbook

[INSERT COMPANY LOGO HERE]

EMPLOYEE POLICY MANUAL

Author
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Proceed with customizing each section of the template according to state and local law in addition to your own Company policies as appropriate.

*Delete this comment (and all others to follow) by right clicking on this box and hit "delete comment".

**[Your Company Name Here] d/b/a [Address]
[City, State Zip]
[Phone Number]**

Direct Questions to the [Title, e.g., Human Resources Manager]

Author
NOTE FROM POLSINELLI: Include your business' legal name and contact information here as appropriate. For the contact person, if you avoid using specific names, that will likely minimize confusion or repeating costs when staffing changes occur.



Arizona Employment Applications and Customizable Exempt and Non-Exempt Offer Letters

ARIZONA EMPLOYMENT APPLICATION

The Company is an equal opportunity employer. All applicants will be considered without regard to race, color, religion, creed, sex (including pregnancy, childbirth, or related medical conditions), gender identity and expression, sexual orientation, genetic information, national origin, ancestry, age (40 and over), disability, citizenship status, veteran status, military status or military obligations, or any other basis protected by applicable federal, state, or local government laws. The Company also prohibits harassment of applicants based on any applicable legally protected category. It is also the Company's policy to comply with all federal, state, and local government laws respecting consideration of unemployment status in making hiring decisions. The Company maintains a smoke-free workplace in accordance with applicable law.

Last Name	First Name	Middle Name
Current		
Format (provide only if necessary for us to know to verify your employment or educational record)		
Street Address	City	State Zip
Best Telephone Number to Call	Best Time to Call	
Position(s) Applied For/Location	Date of Application	
How did you learn about us?		
<input type="checkbox"/> Advertisement <input type="checkbox"/> Friend <input type="checkbox"/> Walk-in <input type="checkbox"/> Employment Agency <input type="checkbox"/> Relative <input type="checkbox"/> Other		
Have you ever filed an application with us before? <input type="checkbox"/> YES <input type="checkbox"/> NO If Yes, give date _____		
Have you ever been employed with us before? <input type="checkbox"/> YES <input type="checkbox"/> NO If Yes, give date _____		
On what date would you be available to start work? _____		
Are you available to work (check all that apply): <input type="checkbox"/> Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Per Diem		
Days and hours available to work: _____		

**[Company Letterhead]
[LAST UPDATED June 2023]**

**[Name]
[Address]
[City, State & Zip]**

Re: Offer of Employment

Dear **[NAME]**:

[Company name] (the "Company") is pleased to extend to you this conditional offer of **[temporary]** employment to work in the **[full-time/part-time]** position of **[job title]**. This offer and your employment relationship will be subject to the terms and conditions of this letter. This offer is contingent upon completion, to the Company's satisfaction, of efforts to confirm your suitability for this position, which includes the pre-employment checks and reviews as described in this letter. **[Optional based on if any items are enclosed: To enable us to conduct thorough checks and other review, please fill out the enclosed documents and return them to us as soon as possible.]**

This position is exempt and reports directly to **[supervisor name]**. Pending satisfactory completion of our pre-employment checks, your anticipated start date is **[Month, Day, Year]**. The company's designated workweek is **[insert workweek days]**. Please be advised that the main business address and telephone number for **[fill Company name]** is **[address, telephone number]**.

Compensation and Benefits

Base Compensation: Should you decide to accept this offer, your initial annualized base salary will be \$**[base salary]**, or \$**[monthly/semi-monthly/bi-weekly/weekly rate]**, paid on a **[semi-monthly/bi-weekly/weekly]** basis, with installments generally payable on **[days of payment]**, or sooner as determined by state law. Your salary is intended to cover all of your hours of work which may change from week to week. You are expected to work at least forty (40) hours per week. Your salary may be adjusted from time to time, including through increases, in the Company's sole discretion.

This position is an exempt position, which means you are paid for the job and not by the hour. Accordingly, you will not receive overtime pay. Your salary is intended to compensate you for all hours worked. However, the needs of the Company may require that you occasionally work past your regular departure time or otherwise outside of your regular work hours.



Arizona Separation Agreement and Release of All Claims

ARIZONA SEPARATION AGREEMENT AND RELEASE OF ALL CLAIMS

You are advised to consult a lawyer before signing this Agreement.

The Parties to this Separation Agreement and Release of All Claims (this "Agreement") are [EMPLOYEE NAME] ("Employee") and [COMPANY NAME] (the "Company") (collectively, the "Parties").

- Employee's employment with the Company ended on [INSERT DATE] ("Separation Date").
- Severance Pay, Benefits and Other Consideration. In consideration of and in exchange for the promises of Employee in this Agreement, the Company agrees to the following:
 - Pay Employee the total gross amount (collectively referred to herein as the "Severance Payment") of:
 - [INSERT AMOUNT], less applicable withholdings, representing [INSERT NUMBER OF WEEKS/MONTHS] of pay based on Employee's current base compensation, which shall be paid out as salary continuation in accordance with the Company's ordinary payroll practices. **FOR IF PAYMENT WILL BE MADE IN ONE LUMP SUM, REMOVE "out as salary continuation in accordance with the Company's ordinary payroll practices" AND REPLACE WITH "in one lump sum."**
 - IF APPLICABLE**, [INSERT AMOUNT], less applicable withholdings, which is intended to be used by Employee, in Employee's sole and exclusive discretion, to cover Employee's continuing health care ("COBRA") costs, to obtain alternate health insurance coverage, or to cover other health care costs.
 - IF APPLICABLE**, [INSERT AMOUNT], less applicable withholdings, which represents a pro rata share of the "incentive amount" Employee would have been paid pursuant to the Company [INSERT INCENTIVE PLAN NAME] had Employee remained employed with the Company; and
 - IF APPLICABLE**, [INSERT AMOUNT], less applicable withholdings, representing [XX] hours of accrued, but unused, paid time off ("PTO") as of [INSERT TERMINATION DATE].

Unless otherwise specifically identified, the Severance Payments will begin no later than the next regular pay day after [FOR EMPLOYEES UNDER AGE 40] (a) the Separation Date and (b) Employee's execution of this Agreement. **FOR EMPLOYEES OVER 40** (a) the Separation Date, (b) Employee's execution of this Agreement, and (c) the expiration of the seven-day "Revocation Period" (see Paragraph 11) without revocation by Employee.



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POSH Discount: Welcome20



- Please scan the QR code to sign up for a POSH Subscription and receive a 20% discount.
- On the bottom of the form, you will see an "Any additional information?" section where you will input Welcome20 for the discount.
- You will receive an email once you fill out the form to make your payment and subtract 20% from the amount in your email confirmation.
- Please email onlinesolutions@polsinelli.com if you have any issues with signing up.



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