



THE CDPAP PROGRAM INFORMATION GUIDE

&

PERSONAL ASSISTANT HANDBOOK

Revised July 2021

**Community Home Health Care
Fiscal Intermediary
Consumer Directed Personal Assistance Program**

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CONSUMER DIRECTED PERSONAL ASSISTANCE PROGRAM (CDPAP)

A Consumer Directed Personal Assistance Program (CDPAP) is an alternative to traditional home care. The CDPAP program is a Medicaid funded home care program that enables self-directing individuals or their Designated Representative, to assume the responsibilities of their own care. The Consumer who you work for and/or their Designated Representative is responsible for recruiting, interviewing, hiring, training, supervising, scheduling and termination.

THE ROLE OF COMMUNITY HOME HEALTH CARE

Community Home Health Care (“Community,” the “Company” or the “Agency”) is the Fiscal Intermediary (“FI”). As the FI, Community Home Health Care will keep a record which consists of the Personal Assistant’s (“PA’s”) original application forms, annual health assessments and the information needed for payroll processing and benefit administration. To facilitate the Consumer or Designated Representative’s role as the PA’s employer, Community Home Health Care helps with processing the payroll, and administering any insurance, unemployment and worker compensation benefits for the PA. As a PA you are employed by the Consumer or their Designated Representative and not Community Home Health Care.

THE ROLE OF THE PERSONAL ASSISTANT (PA)

As a PA you are hired by the Consumer and/or Designated Representative to assist the Consumer with their individual needs to live safely in their home within the approved hours authorized by NYS Medicaid/Managed Care. By accepting this position, you are agreeing to accept training and supervision at the direction of the Consumer or their Designated Representative. You are responsible to complete the full application and submit the documents needed to work to Community Home Health Care.

You may not begin working for a Consumer for any reason until your application forms are completed and have been given the OK from Community Home Health Care to begin working. Your Consumer will be notified by Community Home Health Care when the approval for you to begin working can commence.

As a PA, the Department of Health requires that you pass and submit a physical within the past year, provide proof of immunizations, a PPD or Chest x-ray (if you have a history of a positive PPD), and complete a health assessment. All forms on our hiring requirements must also be completed before starting to provide services for the Consumer.

It is your responsibility to keep your compliance up to date yearly. The HR department at Community Home Health Care will make every attempt to reach out to you before your yearly paperwork expires. In a case where any of the paperwork was not received in time you will not be permitted to continue to work for the Consumer.

As a Personal Assistant, am I required to have any license or certification?

As a PA you are not required to have any license or certification. This enables the Consumer to hire anyone of their choice.

Who trains me for my position as a CDPAP Personal Assistant?

The CDPAP Consumer or their Designated Representative trains their own caregiver. The Consumer is responsible for all necessary training and information.

What types of home care services can I provide as a CDPAP Personal Assistant?

In the CDPAP program, the Consumer or Designated Representative is responsible for creating and supervising the administration of the care plan. As a PA, you are responsible for providing any and all care the Consumer or Designated Representative requests.

How many hours of home care can I deliver for my Consumer?

Each CDPAP Consumer is approved for a different number of hours. The Medicaid Managed Long Term Care (MLTC) will determine the number of hours necessary and inform the Consumer. As the PA, you can only work for the number of hours for which the Consumer was approved by the MLTC. No extra hours will be approved or paid by Community Home Health Care.

Can children provide care for their parents?

In most cases, yes.

Can spouses provide care for each other?

No.

Can parents provide care for their children?

Parents can provide care for their children only if the child is an adult over the age of 21.

Working safely in the Consumer's home.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, the PA should immediately notify the Consumer or Designated Representative and Community Home Health Care. All injuries must be reported to Community Home Health Care within 24 hours.

Can I work for my Consumer while she is admitted to the hospital?

If a Consumer is hospitalized or admitted to a Health Care facility, the PA may not work. The PA is responsible for notifying Community and making sure not to submit any timesheets or clock ins during that time. Community Home Health Care will not remit payment for any unauthorized hours worked while a Consumer was hospitalized or admitted to a Health Care Facility.

May I drive my Consumer?

The PA may drive their Consumer only if the driving waiver, found in the application, has been signed by the PA. A driving waiver must also have been signed by the Consumer or their Designated Representative.

WHILE WORKING WITH CLIENTS

LOITERING/VISITING

Personal Assistants are requested to leave the premises of the Consumer's home or facility upon completion of scheduled shift.

Never bring children, family, friends or pets to your Consumer's location, and under no circumstances should anybody visit you while you are working. This is a DOH violation and will result in termination.

TIPPING, SOLICITING & GIFTS

Personal Assistants are forbidden to engage in unauthorized solicitations such as subscriptions, catalogs, fund-raisers, petitions, etc.

Personal Assistants are not to accept gifts, money, clothing, food, etc. This includes borrowing money from a Consumer's family. We also forbid the solicitation of money/gifts from fellow Personal Assistants.

ALCOHOL, DRUGS & SMOKING

To help insure a safe, healthy and productive work environment for all Personal Assistants, Consumer and their families and others, the Fiscal Intermediary has adopted a policy maintaining a workplace free of drugs and alcohol. This policy restricts certain items and substances from being brought to the workplace and prohibits Personal Assistant from reporting to work or working under the influence of illegal drugs, alcohol and other controlled substances which may affect their ability perform work safely. A Personal Assistant who feels that he/she has a substance abuse problem is encouraged to seek professional help. The Fiscal Intermediary will also offer referral service to any Personal Assistant who voluntarily requests help.

The Fiscal Intermediary has a zero-tolerance policy regarding alcohol, drugs, and smoking. Arriving to work under the influence of drugs and/or alcohol will result in immediate termination of your relationship with the Fiscal Intermediary. You are not allowed to smoke in the Consumer's home, even if they are a smoker.

This policy includes pre-services, post-incident, reasonable suspicion and annual testing as well as searches and investigations to the extent permissible by law.

Rules

1. Processing, manufacturing, distribution, dispensing and/or the use of illegal drugs, drug paraphernalia, unauthorized controlled substances, illegal use of legal drugs and other intoxicants during work hours or in work areas (i.e., on Agency property or Consumer property) is prohibited.
2. Reporting to or being at work under the influence of illegal drugs or unauthorized controlled substances is prohibited. Reporting to and being under the influence of alcohol or other legal intoxicant that can adversely affect a Personal Assistant's performance or the safety of the Personal Assistant, those surrounding the Personal Assistant is also prohibited.
3. Legally prescribed drugs may be permitted provided that the drugs are prescribed to the Personal Assistant by an authorized medical practitioner for current use. Reporting to and being at work under the influence of prescribed or over-the-counter drugs, where such use prevents a Personal Assistant from performing the duties of the job or poses a safety risk to other persons or property is prohibited. Personal Assistant taking a prescription over-the-counter drug are personally responsible for confirming with their physician that they may safely perform any job duties while taking such items. Personal Assistant taking a legal substance that could impair their safe work must advise their Consumer and CDPAP Representative. A Personal Assistant's failure to notify their Consumer and CDPAP Representative at the start of their work shift will result in disciplinary action up to and including termination of services.
4. The possession or use of alcohol during work hours or in a Consumer's home is prohibited.
5. Nothing set forth in this policy shall be construed as limitation upon a Consumer's right to terminate a Personal Assistant at any time and upon any reason and the right of the Personal Assistant to resign at any time for any reason.
6. Any Personal Assistant who is found to be in violation of this policy will be subject to discipline up to and including termination of the relationship with the Fiscal Intermediary.

A Personal Assistant, to the extent consistent with applicable federal, state and local laws, will be required to undergo a screening test for the use of illegal and non-prescription drugs, alcohol or other substances under any of the following or other circumstances which may be determined by Consumer and/or Fiscal Intermediary under this policy:

1. Post Incident – If you involved in a work place incident resulting in personal injury to the you, the Consumer, or others, or damage to property or workplace, or circumstances which could have resulted in personal injury to either the Personal Assistant or others, or damage to property when there is a reasonable suspicion to believe that the incident has occurred due to drug or alcohol use.
2. Reasonable Suspicion – When there is reasonable suspicion, satisfactory to the Consumer and/or the Fiscal Intermediary’s management, to believe that a Personal Assistant is under the influence of illegal drugs, unauthorized controlled substance, alcohol or other intoxicants during work hours or while in the workplace or that the Personal Assistant has reported to work under the influence of illegal drugs, unauthorized controlled substances, alcohol or other intoxicants which could affect the safety of the Personal Assistant and/or others.
3. Annual – When the Consumer and/or the Fiscal Intermediary, upon its discretion, requires screenings on a yearly basis in addition to any other screen that was given in that year.

Any Personal Assistant who tests positive for drugs or alcohol and who believe the test results are incorrect, may request a retest of the original specimen at his/her cost.

The Consumer and/or Fiscal Intermediary reserves the right to search any Personal Assistant or property for illegal drugs, drug paraphernalia, unauthorized controlled substance, alcohol or other intoxicants. The Consumer and/or Fiscal Intermediary may have a third party complete the search(es). This shall include, but is not limited to, clothing, personal effects, vehicles, buildings, offices, parking lots, desks, cabinets, locker, closets, lunch boxes and equipment.

Personal Assistants who refuse to submit to testing as required by the Consumer and/or Fiscal Intermediary or who fail to complete the test will be subject to discipline, up to and including immediate termination of services. Job applicants who refuse to submit to drug and alcohol testing will be deemed to have withdrawn themselves from the application process and will no longer be considered for employment.

CULTURAL DIVERSITY

The Personal Assistant may have a Consumer with cultural backgrounds and traditions different from his/her own. You have to remember to respect and value each Consumer as an individual.

Cultural background can influence a variety of situations, for example:

1. How friendly your Consumer is toward strangers.
2. How they feel about having you or anyone else in their home.
3. How close they want you to stand to them when talking to them.

The religion of a Consumer and his/her family can also affect the way they behave. Religion can be very important to the Consumer who is very ill or dying. As a Personal Assistant, you have to respect these differences, even if they are very different from your own. Never question the Consumer's religion, and refrain from discussing your own religious beliefs. Be aware of and honor any dietary restrictions your Consumer may have based on religious beliefs. Discuss with the nurse, Consumer and family any meal planning and food preparation adjustment as needed. Keep physical contact to a minimum for those Consumer whose cultural or religious backgrounds make them less comfortable to being touched. You still need to care for the Consumer but talk to the nurse about ways to reduce unnecessary touching. Be sensitive to your Consumer's cultural and religious background. Treat all Consumer with dignity and respect. Expect your Consumer to treat you respectfully as well.

DEALING WITH CONFLICT

Everyone has had to deal with difficult people or situations at one time or another. Learning to deal with the conflict through better listening and communication skills can be the key to solving the problem at hand.

Conflict Resolution

1. Stay calm
2. Assess the situation
3. Identify the problem
4. Describe the problem briefly and accurately to your designated contact person, i.e. family/supervisor/coordinator.
5. Confirm that you heard and understood.
6. Remember that you need to keep your client, client's family or co-worker happy. You are the peacekeeper.
7. Listen to the person presenting the conflict. He/she should feel that you are interested and willing to help.
8. Interpersonal relationships are very important.
9. Do not escalate the situation. It is not important to feel like you have to win a verbal argument. If a situation develops, please contact the Agency for support.

Interpersonal Relationships

Supportive Relationships

The relationship between the caregiver and the client is one of the most important elements in a successful home care situation. There are certain behaviors that will promote communication and convey caring to a client. Everyone wants to be listened to, care about, accepted, liked, respected, understood and regarded as capable or competent.

Clients must feel Supported

When a client feels respected and understood, he/she is less likely to be destructive, angry or uncooperative. When there is a mutual respect between the client and the caregiver, the tasks in the care plan will be more easily accomplished.

Supportive Communication

Communicating respect and support can be done both by what is said and how it is said. There are some phrases that will upset almost anybody such as “that’s silly” or “do this or else.” Equally important is the tone of voice in which the words are said. A simple phrase can be said in an angry tone that contradicts the words.

Non-verbal behavior such as good listening habits or body language is also important. Good listening includes nodding, repeating back what the client says and leaning forward. Facial expressions convey respect with a smile and attentive behavior. It helps to sit next to someone who is sitting, rather than standing over him/her. Touch, especially with the elderly, help to convey warmth and interest. Some people do not like to be touched and their feelings should be respected.

You must keep communication open and positive through your tone of voice facial expressions and body posture.

SAFETY GUIDELINES FOR WORKING IN THE HOME

When going to a home for the first time, take a few minutes to think about the kind of home it is, and what problems you are likely to run into while there. You must expect the unexpected and be prepared for it.

Some, but not all, precautions and factors you should consider include:

1. Side rails on the bed should be up.
2. Your Consumer should be safely positioned at all times to a bed or chair.
3. When getting your Consumer up, watch for signs of dizziness and wait until it passes before letting them stand.
4. Wheelchair brakes should be locked when standing still.

5. Smoking in bed should be discouraged or, if necessary, must be supervised.
6. The room should be kept clear of extra equipment especially at night.
7. Make sure shoes are kept well tied and worn for household activities.
8. Make sure hazardous tools are kept locked.
9. Prepare an escape plan in case of fire, with alternate routes to safety and make sure everyone in the home knows what to do.
10. Above all, use common sense when approaching all job and tasks.

UNIVERSAL PRECAUTIONS/ STANDARD PRECAUTIONS

Includes-

1. Handwashing –some examples include:
 1. Upon entering a Consumer’s home
 2. When hands are soiled
 3. Between handling individual Consumers
 4. Before contact with the face and mouth of the Consumer
 5. After personal use of the bathroom
 6. After changing or assisting with Consumer’s personal needs/bathroom
 7. Before preparing meals and after preparing meals
 8. After housekeeping duties are preformed
 9. Before and after donning gloves
2. Use of PPE – personal protective equipment: PPE is available for all Personal Assistants. Contact your CDPAP Representative for details. PPE includes face masks, gloves, KN95 masks, gowns, and eye shields. The Fiscal Intermediary provides hand sanitizer and disinfectants as needed to ensure the safety of the Personal Assistants.
3. Respiratory hygiene
4. Sharps precautions
5. Cleaning and disinfecting environmental surfaces

Contact Precaution & Covid-19

With an abundance of caution, the Fiscal Intermediary monitors reports of the coronavirus. The Fiscal Intermediary follows the guidance provided by the Centers for Disease Control and Prevention (CDC) and the New York State and applicable local Departments of Health and Centers for Medicare and Medicaid Services (CMS) to ensure that Personal Assistants are protected. The COVID-19 policy and process are followed and updated as needed.

ALL PERSONAL ASSISTANTS MUST COMPLETE THEIR DAILY SCREENING BEFORE REPORTING TO WORK. If the Personal Assistant should develop any signs of COVID-19 or exposure, on or off work hours, they must isolate and report to their CDPAP Representative.

Prevention and protection are crucial to our Agency. Here are a few ways to stay healthy according to the CDC:

1. Wear a mask while providing care to Consumer or when distance cannot be maintained.
2. Consumer should wear a mask when the Personal Assistant provides personal care to them.
3. Wash your hands.
4. Avoid close contact with people who are sick with symptoms or have been exposed to the virus.
5. Stay home when you are sick or are being tested for Covid-19.
6. Avoid touching your eyes, nose, and mouth.
7. Cover your cough or sneeze with a tissue, then throw the tissue in the trash.
8. Clean and disinfect frequently touched objects and surfaces using a regular household cleaning spray or wipe.
9. Avoid congregate settings (crowded public places where close contact with others may occur. Examples include shopping centers, movie theaters, stadiums).
10. Practice social distancing by remaining out of congregate settings, avoiding mass gatherings, and maintaining distance (approximately 6 feet or 2 meters) from others when possible.
11. Follow the PPE guidelines and infection control policies.
12. Receive your flu vaccine during flu season.
13. Follow NY state travel guidance.

Wash your hands often with soap and water for at least 20 seconds, especially after going to the bathroom, before eating, and after blowing your nose, coughing, and sneezing. [CDC hand washing protocol](#). Always wash your hands with soap and water if hands are visibly dirty.

If soap and water are not readily available, use an alcohol-based hand sanitizer with at least 60% alcohol.

Follow CDC's recommendations for using a face mask:

1. The CDC recommends wearing face coverings and eye protection in public settings where social distancing measures are difficult to maintain (e.g., grocery stores and pharmacies). Social distancing is especially important in areas of significant community-based transmission.

All needed PPE, hand sanitizer, and Clorox wipes will be available:

1. Consumer receive PPE from the MLTC
2. Office staff, field staff, and consultants receive PPE from the Agency

Caregiver high risk exposure definition:

1. At least 15 cumulative minutes within 24 hours within 6 feet of a person with confirmed/presumed COVID-19. The individual is without a mask or eye protection while the person with COVID-19 fails to wear a face covering.
2. Unprotected direct contact with infectious secretions of a person with confirmed/presumed COVID-19.

Call your CDPAP Representative or the Fiscal Intermediary with any concerns regarding Covid-19

PREVENTION FROM NEEDLE STICK INJURIES

If your Consumer uses any injectable medication, they should be disposed of in a puncture proof container with a tight-fitting screw top. Please notify the Fiscal Intermediary if you notice syringes being disposed of improperly.

If your Consumer uses any injectable medication, please shake out any bed linens/laundry carefully to avoid accidental needle stick from careless handling by Consumer /family/nurse.

If you get stuck by a needle stick it must be reported to the CDPAP Representative immediately, and at the latest before the end of the shift, to ensure proper medical intervention is provided to you.

AIDS

New York State regulations forbid the release of confidential information. This includes AIDS related information. Only the appropriate designated person has the rights to such information and is not required to disclose such information. Therefore, you should always use universal precautions on every Consumer since you may not know whether the Consumer has AIDS.

INFECTIOUS DISEASE

If you believe or know you were exposed to disease carrying organisms, immediately and thoroughly wash your hands or other exposed area. If eyes were splashed, rinse thoroughly with clear water only. Call the Fiscal Intermediary right after the incident.

You must notify the Fiscal Intermediary if you have any open, draining wounds (sores), a rash or any other potentially contagious condition. Until this condition improves, you cannot perform direct personal care or handle the Consumer's equipment.

If you contact any illnesses call the CDPAP Representative to discuss your assignment.

ON-THE-JOB INJURIES

If you are injured on the job, you are required to call the CDPAP Representative immediately and explain that you have to complete a report related to a workplace injury. You must then complete the report and submit it in a timely fashion. These requirements apply no matter how slight or minor the injury might seem. If you have questions about whether the injury is reportable, still call the CDPAP Representative and ask – do not make these decisions on your own.

Your failure to follow this procedure may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize your right to benefits. In addition, if we learn that you did not timely report an injury that was sustained or aggravated on the job, your relationship with the Fiscal Intermediary and/or Consumer may be terminated for violating this policy which requires timely filing of a claim.

FIRE

If you are with a Consumer and a fire occurs, you should, at the first sign of smoke, go immediately to the safest exit with the Consumer. Once away from danger, call the fire department. If the Consumer cannot be moved, close the door of the Consumer's room and go to the nearest safe telephone. Dial 911 give them the exact address and name of yourself and the client. Do not attempt to put out the fire yourself. Do not return to the house until the fire department has given you permission to do so. Notify the Fiscal Intermediary as soon as you and your Consumer are out of danger.

POWER FAILURE

If you are with a Consumer and there is a power failure, try to keep the client as warm and comfortable as possible. Inform the Fiscal Intermediary as soon as possible. If the Consumer is on life-support equipment be certain to switch to the generator back up. Notify the utility company and contact the Fiscal Intermediary as soon as possible. If your Consumer is in a life-threatening situation, call 911 immediately.

MEDICAL EMERGENCY

If a medical emergency occurs while you are with a Consumer, these are the general rules which you should follow:

1. Seek emergency help by dialing the number provided on the emergency sheet on the emergency list.
2. Keep client as comfortable as possible.
3. Observe the Consumer and report all symptoms to emergency personnel.
4. Notify the Fiscal Intermediary of the situation and the outcome.

You are responsible for the safety and wellbeing of your Consumer during the assigned hours. If for any reason you cannot provide all the hours of service required, you must notify the Fiscal Intermediary at once.

HEALTHCARE PROXY

Advanced directives protect the Consumer's rights to make his/her own choices; legal, valid decisions concerning future medical care and treatment. Personal Assistants must abide by Consumer advanced directives.

Types of advanced directives include:

1. **Do Not Resuscitate (DNR)**: This is a written instruction to hospital/home personnel concerning what actions to take if a terminally ill Consumer suffers a cardiopulmonary arrest (heart and breathing stops).
2. **Living Will**: This specifies written instructions regarding what health care is to be given to a Consumer if the Consumer becomes incapable of making his/her own decisions.
3. **Health Care Proxy**: This is an individual who is selected or appointed by a client to make decisions if the Consumer becomes unable to do so for himself/herself. The person must be eighteen (18) years of age, mentally competent and need not be a member of the family.

GENERAL RULES (CODE OF CONDUCT)

ON-THE-JOB INJURIES

If you are injured on the job, contact a CDPAP Representative immediately. You are required to complete a report related to the injury with the Fiscal Intermediary. The report must be submitted in a timely fashion. These requirements apply no matter how slight or minor the injury may seem. If you have questions about whether the injury is reportable, call a CDPAP Representative and ask. Do not assume that the injury is not a reportable incident.

Your failure to follow this procedure may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize your right to benefits. In addition, you may be discharged by the Consumer for failing to report an injury that was sustained or aggravated while working for your Consumer.

IMMIGRATION COMPLIANCE

In compliance with the federal Immigration Reform and Control Act of 1986, as amended, Consumers for whom Community serves as the Fiscal Intermediary are committed to employing only individuals who are authorized to work in the United States. Accordingly, each new Personal Assistant, as a condition of employment by the Consumer, must complete the Employment Eligibility Verification Form I-9 and present acceptable documentation establishing identity and employment eligibility.

If a Personal Assistant is authorized to work in this country for a limited time, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Consumer.

WORK TIME REPORTING

All EVV records and timesheets generated by a Personal Assistant must be true, accurate, and complete. Improper or fraudulent reporting of any information is strictly prohibited and exposes the Personal Assistant and/or the Consumer to civil and criminal liability. The Fiscal Intermediary will strictly enforce these requirements. To that end, all timesheets must be completed and submitted on time. The time that work starts, and ends must be clearly reported. The Consumer and the Personal Assistant must sign all timesheets and verify the date and the visit. Reporting hours worked when they were not worked or when the Personal Assistant was not authorized to perform services is strictly prohibited by this policy and the law.

PERSONNEL FILES

Community Home Health Care maintains an official personnel file for all Personal Assistants on behalf of the Consumer. The personnel file includes such information such as the PA's job application, medicals, and payroll records.



Community Home Health Care needs your help in keeping your personnel file accurate and up-to-date. Promptly notify your CDPAP Representative of any changes to your name, home address, telephone number and emergency contact(s).

Personnel files are the property of the Consumer and are maintained by Community Home Health Care. Access to this information is restricted. Generally, only supervisors and management personnel who have a legitimate reason to view information in a file are allowed to do so. Personal Assistants may view their own personnel file upon request.

Community Home Health Care will not permit reproduction of a personnel file (either particular pages or the entire contents) or removal of a personnel file from the premises except for by the Consumer or the Designated Representative.

If you are applying for a mortgage or other credit or have another reason to allow outsiders to obtain information from your personnel record, you must provide Community Home Health Care with written authorization for release of information.

AMERICANS WITH DISABILITIES POLICY

Community complies with the Americans with Disabilities Act (ADA), as amended, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities.

If you believe you need an accommodation because of your disability, you are responsible for requesting a reasonable accommodation from the Human Resources Department. You may make the request orally or in writing, but in the event of an oral request you may be asked to confirm your request in writing. A Request for Reasonable Accommodation form is included in this Handbook. Requests for accommodations should include all relevant information, such as:

- A description of the accommodation you are requesting.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

Community may ask you to provide supporting documents showing that you have a disability within the meaning of the ADA and applicable state or local laws, and that your disability necessitates a reasonable accommodation. If the information provided in response to this request is insufficient, Community may require that you see a health care professional of its choosing, at its expense. If you fail to provide the requested information or see the designated health care professional, your request for a reasonable accommodation may be denied. Community will keep confidential any medical information that it obtains in connection with your request for a reasonable accommodation.

After receiving your request (and medical documentation where appropriate), Community will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. It may also be necessary to consult with the Consumer to determine the feasibility and effectiveness of potential accommodations.

Community makes determinations about reasonable accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation. Community strives to make determinations on reasonable accommodation requests expeditiously and will inform the individual once a determination has been made. For New York City Personal Assistants, Community will make a written final determination to you identifying any accommodation that is granted or denied.

REASONABLE ACCOMMODATIONS

In addition to the accommodations set forth above, Personal Assistants are entitled to accommodations related to: (1) religious needs; (2) disability; and (3) pregnancy, childbirth and related medical conditions. Personal Assistants who work in New York City are further entitled to accommodations related to the needs of a victim of domestic violence, sex offenses or stalking.

If you believe you need an accommodation for the above reasons, you should request an accommodation from the Human Resources Department. You may make the request orally or in writing, but in the event of an oral request you may be asked to confirm your request in writing. A Request for Reasonable Accommodation form is included in this Handbook. Requests for accommodations should include all relevant information, such as:

- A description of the accommodation you are requesting.
- The reason you need an accommodation.
- How the accommodation will help resolve the conflict between your need and one or more of your work requirements.

After receiving your request, Community will engage in an interactive dialogue with you to explore potential accommodations.

Community makes determinations about accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation. Community strives to make determinations on accommodation requests expeditiously and will inform the individual once a determination has been made. For New York City Personal Assistants, Community will make a written final determination to you identifying any accommodation that is granted or denied.

Request for Reasonable Accommodation

Date of Request: _____

Requestor's Name

Requestor's Work Phone

Job Title

Department

Reason for Accommodation:

- Religious accommodation
- Disability accommodation
- Accommodation related to pregnancy, childbirth and related medical conditions
- Accommodation for the needs of a victim of domestic violence, sex offenses or stalking

Type of Accommodation:

- Work Schedule Change
- Standing Desk
- Dress/Appearance Code
- Other

Duration of Accommodation: _____

What is the accommodation you are requesting? If you are not sure what accommodation you need, please list any suggestions you may have about what options we can explore. Please be as specific as possible.

What limitation or condition is interfering with your ability to perform your job?

What job function or task are you having difficulty performing?



What employment benefit or privilege are you having difficulty accessing (if any)?

How will the requested accommodation assist you?

Please provide any other information you think would be useful in evaluating your request.

I understand that the contents of this form are confidential and will only be shared with those individuals who have a need to know about such information.

Requestor's Signature

When you have completed this form, please send it to the Human Resources Department.

For Community Use Only

Final Determination:

- Requested Accommodation Granted
- Alternative Accommodation Granted (please specify): _____

Accommodation Denied

Any difficulties the potential accommodations may pose for Community:

Community Representative's Signature

Date

ANTI-RETALIATION POLICY

No one will be subject to, and Community prohibits, any form of discipline, reprisal, intimidation, or retaliation for good faith reports or complaints of incidents of harassment of any kind, pursuing any discrimination claim, or cooperating in related investigations. For more information, please refer to the Anti-Retaliation Policy below.

A. Anti-Retaliation Statement

Community strictly prohibits and does not tolerate unlawful retaliation against any Personal Assistant or other covered persons by any Personal Assistant. All forms of unlawful retaliation are prohibited, including any form of discipline, reprisal, intimidation, or other form of retaliation for participating in any activity protected by law. Protected activities include:

- Lodging a good faith internal complaint (written or oral) opposing unlawful discrimination or harassment or complaining about violations of wage and hour law.
- Filing a good faith complaint of unlawful discrimination or harassment with the US Equal Employment Opportunity Commission (EEOC) or a state or local Fair Employment Practices Agency or in court.
- Participating in Community's internal investigation into allegations of sexual harassment.
- Supporting another Personal Assistant's internal or administrative complaint of unlawful discrimination.
- Filing a good faith complaint with the US Department of Labor, state wage and hour Agency, or in court about wage and hour or pay practice concerns or participating in a wage and hour investigation or audit.
- Requesting an accommodation under the Americans with Disabilities Act or applicable state law.
- Requesting or taking leave under the Family and Medical Leave Act or applicable state law.

The examples above are illustrative only, and not exhaustive. No form of retaliation for any protected activity will be tolerated.

Any Personal Assistant, regardless of position or title, whom Community, on behalf of the Consumer, determines has subjected an individual to retaliation in violation of this Policy will be subject to discipline, up to and including termination of employment.

B. Complaint Procedure

If you are subjected to or observe any conduct that you believe violates this policy, you must promptly speak to, write, or otherwise contact your supervisor, the Administrator, or a Human Resources Representative. These individuals will ensure that a prompt investigation is conducted.

Your complaint should be as timely as possible. While you can report at any time, Community prefers that you submit your complaint within 30 days of the offending conduct to allow for the most effective investigation possible.

Your complaint should also be as detailed as possible, including the names of all individuals involved and any witnesses. You may be asked to confirm your complaint in writing. A complaint form is included at the end of this Handbook. Community will investigate the facts and circumstances of all claims of perceived retaliation and will take prompt corrective action on behalf of the Consumer, if appropriate. All complaints will be kept confidential to the maximum extent possible and, where appropriate, the Personal Assistant making the complaint will be advised of the final disposition of the matter.

SEXUAL HARASSMENT

Community is committed to maintaining a workplace free from all unlawful harassment. One form of harassment prohibited by this Policy is sexual harassment. Sexual harassment is unlawful, violates Agency policy, and will not be tolerated. The law prohibits coworkers and third parties (including applicants, interns, contractors and persons conducting business), as well as supervisors and managers, with whom Personal Assistants come into contact with, from engaging in harassment.

Appropriate sanctions and/or disciplinary action, up to and including termination, will be enforced against individuals engaging in sexual harassment and against supervisory and managerial personnel who knowingly allow such behavior to continue.

While this specific policy addresses sexual harassment, harassment and discrimination against persons of all protected classes is prohibited. In New York State and/or New York City, such classes include age, race, creed, religion, color, national origin, alienage or citizenship status, sexual orientation, military status, sex, disability or perceived disability, predisposing genetic characteristics, pregnancy-related condition, familial status, caregiver status, marital or partnership status, domestic violence, stalking and/or sex offense victim status, gender, gender identity or expression, arrest or conviction record, consumer credit history, or unemployment status.

A. Sexual Harassment Definition

Sexual harassment is a form of sex discrimination and includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender. Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed toward an individual because of that individual's sex, when:

1. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the complaining individual is not the intended target of the sexual harassment;
2. Such conduct is made either explicitly or implicitly a term or condition of employment; or
3. Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

Sexual harassment known as "hostile environment" consists of words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Hostile environment harassment also consists of unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone in the workplace which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment known as "quid pro quo" harassment occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other term, condition or privilege of employment.

Sexual harassment can occur between males and females, or between persons of the same sex. Sexual harassment that occurs because the target is transgender is also unlawful.

B. Sexual Harassment Examples

The following describes some of the types of acts that may be unlawful sexual harassment:

- Physical acts of a sexual nature, such as:
- Touching, pinching, patting, kissing, hugging, grabbing, brushing against another Personal Assistant's body or poking another Personal Assistant's body;
- Rape, sexual battery, molestation or attempts to commit these acts.
- Unwanted sexual advances, propositions, or other sexual comments, such as:
- Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
- Subtle or obvious pressure for unwelcome sexual activities;

- Sexually oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual experience, which are sufficiently severe or pervasive to create a hostile work environment.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
 - Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity or status of being transgender, such as:
 - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, name-calling.
 - Sex stereotyping – When conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.

Community's policy also applies to harassment based on age, race, creed, religion, color, national origin, alienage or citizenship status, sexual orientation, military status, sex, disability or perceived disability, predisposing genetic characteristics, pregnancy-related condition, familial status, caregiver status, marital or partnership status, domestic violence, stalking and/or sex offense victim status, gender, gender identity or expression, arrest or conviction record, consumer credit history, or unemployment status, or any other characteristic protected by law. Such harassment often takes a similar form to sexual harassment and includes harassment that is:

- Verbal (e.g. epithets, derogatory statements, slurs, derogatory comments or jokes, or obscene language).
- Physical (e.g. assault or inappropriate physical contact).
- Visual (e.g. displaying derogatory posters, cartoons, drawings or making derogatory gestures).
- Online (e.g. derogatory statements in an e-mail or through any social media platform).

This list is illustrative only, and not exhaustive. No form of harassment will be tolerated.

C. Complaint and Investigation Procedure

Preventing sexual harassment is everyone's responsibility. Community cannot prevent or remedy harassment unless it knows about it. Anyone who witnesses, becomes aware of, or is subjected to behavior that may constitute harassment or otherwise violates this Policy is strongly encouraged to **immediately** report such behavior to their CDPAP Representative. If an individual is not comfortable reporting to their CDPAP Representative, they should then report it to Human Resources.

Reports of harassment or any other violation of this Policy should be made in writing, though verbal reports will be accepted. A Complaint Form for the submission of reports of unlawful harassment or any other violation of this Policy may be found in Human Resources. Any report should be as detailed as possible and include the names of all individuals involved, a description of the incident(s) complained of, the names of all witnesses, and any documentation or other evidence that supports the allegations. If the report is verbal, the complainant will be asked to complete a written Complaint Form. If he or she declines, Community may prepare a Complaint Form based on the verbal report.

All supervisors and managers who receive a report or information about, observe, or suspect any potential harassment or other violation of this Policy **must immediately** report it to Human Resources. A supervisor or manager who fails to make such a report or otherwise knowingly allows harassing or retaliatory behavior to continue will be subject to disciplinary action, up to and including termination.

Community will conduct an investigation of any report or complaint of harassment or any other violation of this Policy that it receives. Investigations will be conducted in a prompt, thorough, and timely manner, and will be confidential to the extent possible. Community will take prompt and appropriate corrective action whenever it determines that harassment or another violation of this Policy has occurred.

All persons involved in Community's investigation will be accorded due process, as outlined below. While the process may vary from case to case depending on the circumstances, an investigation of a report of harassment or other violation of this Policy will generally include the following steps:

- Upon receipt of a report of harassment or other violation of this Policy, Community will conduct an immediate review of the allegations, and take any appropriate interim action.
- Relevant information will be collected.
- Interview the complainant, witnesses, and the accused.

- Where appropriate, depending on the facts of each case, notify appropriate and/or involved parties about the investigation, its outcome, and/or relevant information.
- Implement any remedial measures.

Personal Assistants are required to participate and answer truthfully any questions posed in an investigation by Community.

D. Retaliation Prohibited

Community strictly prohibits and does not tolerate any retaliation against an individual because he or she has in good faith made a complaint of harassment or testified or assisted in a legal proceeding. Any Personal Assistant who believes that he or she has been subjected to retaliation must immediately make a report to Human Resources.

E. Redress Rights and Adjudication Forums for Sexual Harassment

Sexual harassment is misconduct and will be grounds for discipline, including termination.

Sex harassment is unlawful under the New York Human Rights Law, the New York City Human Rights Law, and the federal Civil Rights Act of 1964, Title VII. In addition, there may be applicable local laws that prohibit harassment and sex discrimination.

A complaint alleging a violation of the Human Rights Law may be filed with either the Division of Human Rights (DHR) or in New York State Supreme Court. DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov. Contact DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information. A complaint alleging a violation of Title VII may be filed with the Equal Employment Opportunity Commission (EEOC) within three hundred days of the alleged harassment. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov if you wish to file a complaint with the EEOC. Personal Assistants who work in New York City may file a complaint of sexual harassment with the New York City Commission of Human Rights (CHR), at 40 Rector Street, 10th Floor, New York, New York, by calling 311 or (212) 306-7450 or visiting www.nyc.gov/html/cchr/html/home/home.shtml.

The remedies available to victims of sexual harassment vary depending on the circumstances and the forum involved, but may include requiring the defendant(s) to take action to stop the harassment, or redress the damage caused, including reinstatement/instatement to a job, payment of monetary damages (e.g. back pay, out-of-pocket expenses), compensatory damages, punitive damages in certain circumstances, reasonable attorneys' fees, and civil fines.

If the sexual harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Redress can be sought by contacting the local police department.



HARASSMENT OR RETALIATION COMPLAINT FORM

If you believe that you have been subject to unlawful harassment or retaliation, you are strongly encouraged to complete this form and submit it to Human Resources. Please complete all aspects of this form in as much detail as possible. In particular, you are encouraged to include your name and contact information, as anonymous complaints may be very difficult to investigate. **The Agency prohibits retaliation of any kind against an individual for making a complaint in good faith.** Please use additional sheets of paper if necessary.

Your Name: _____ Your Phone Number: _____

Your Title/Position: _____ Your CDPAP Representative's Name: _____

COMPLAINT INFORMATION

1. Name and title of any alleged harasser or retaliator:

Name: _____ Title: _____

2. Details of the harassment or retaliation. Please include as much detail as possible, including what happened, how it is affecting you and your work, and your reasons for believing that the conduct is sexual or other harassment or retaliation.

3. Date(s) of harassment or retaliation:

4. Please list the names and contact information of each witness or individual who may have information related to your complaint:

5. Identify any documents or other evidence that you believe substantiates your complaint of harassment or retaliation. Attach any relevant documents and evidence.



www.commhealthcare.com

I certify that I have read (or have had read to me) the foregoing complaint and know the contents of this complaint; and that the foregoing is true and correct, based on my current knowledge, information, and belief.

Signature: _____ Date: _____

Reproductive Health Decision Making Discrimination

Community and Consumers may not:

- discriminate or take any retaliatory personnel action against Personal Assistants with respect to compensation, terms, conditions or privileges of employment because of, or on the basis of, the Personal Assistants' or dependent's reproductive health decision making, including but not limited to a decision to use or access a particular drug, device or medical service; or
- require Personal Assistants to sign a waiver or other document that purports to deny Personal Assistants the right to make their own reproductive health care decisions, including use of a particular drug, device or medical service.

Community and Consumers also may not access the Personal Assistants' personal information regarding the Personal Assistants' or the dependent's reproductive health decision making, including but not limited to the decision to use or access a particular drug, device or medical service without the Personal Assistants' prior informed affirmative written consent.

A Personal Assistant may bring a civil action in any court of competent jurisdiction against Community and the Consumer for any alleged violations of this policy. In any civil action alleging a violation of this policy, the court may: award damages, including, but not limited to, back pay, benefits and reasonable attorneys' fees and costs incurred to a prevailing plaintiff; afford injunctive relief against Community and the Consumer if they commit or propose to commit a violation of the provisions of this policy; order reinstatement; and/or award liquidated damages equal to 100 percent of the award for damages unless Community or the Consumer proves a good faith basis to believe that their actions in violation of this policy were in compliance with the law.

Any act of retaliation for Personal Assistants exercising any rights granted under this policy shall subject Community and the Consumer to separate civil penalties. For the purposes of this policy, retaliation or retaliatory personnel action means discharging, suspending, demoting or otherwise penalizing Personal Assistants for: making or threatening to make a complaint to Community, the Consumer, co-worker or to a public body, that rights guaranteed under this policy have been violated; causing to be instituted any proceeding under or related to this policy; or providing information to or testifying before any public body conducting an investigation, hearing or inquiry into any such violation of a law, rule or regulation by Community or the Consumer.

Personal Assistants with issues or concerns regarding this policy or who feel they have been subjected to any alleged violation of this policy should contact Human Resources.

WAGE AND PAYROLL INFORMATION

Federal and State laws require Community Home Health Care to keep accurate records of time worked in order to calculate PA pay on behalf of the Consumer. Time worked is all the time actually spent on the job performing assigned duties within the authorized time. You are not permitted to work anywhere else at the same time you are working for your Consumer. You may not work for the Consumer more than the allotted hours as set forth by the MLTC.

Personal Assistants are paid on a weekly basis.

The payroll week starts on Saturday and ends on Friday. Hours should be worked according to the consumer's authorization and vendor's billing week.

For a PA to get paid, the PA must use EVV to clock in and out for their shift. Unless otherwise instructed, Personal Assistants are is not permitted to work or provide services to Consumers while the Consumer is admitted into a hospital.

WAGES

Your hourly rate shall be initially determined at the time that you are hired by the Consumer. You will be signing a New York Labor Law-compliant notice at the time of hire that states your basis of pay (salary, hourly) and your pay rate.

In addition, Personal Assistants will receive, for all Wage Parity cases, a Wage Parity benefit and/or cash in lieu of a benefit for the first 40 hours of work. Any work performed beyond 40 hours in a workweek will be paid at one and one-half times the regular rate of pay. Wage Parity will not be paid for hours worked above 40 per week. Community will also comply with any applicable local living wage and wage parity laws.

If you have any questions regarding your compensation, please contact the CDPAP Representative.

OVERTIME

Non-exempt Personal Assistants will receive overtime pay in accordance with applicable federal and state law at a rate of one and one-half times their regular rate of pay for all hours worked over 40 hours in any workweek. Overtime pay is based on hours actually worked. Any overtime work must be approved by your CDPAP Representative before the overtime hours are worked. Failure to comply with this requirement may subject you to discipline.

Overtime will be paid based on your "regular rate of pay." The regular rate of pay may vary from week to week if you work jobs that have different or multiple rates of pay. If you ever have questions about how your overtime rate was computed, please come and speak with us.

PAYROLL ERRORS

You should review your payroll checks for errors. If you believe there are errors in your pay, including that you have been overpaid or underpaid, that improper deductions have been taken from your pay, or that your pay does not accurately reflect all hours worked, including overtime, you must report your concerns to the CDPAP Representative immediately. Community will promptly investigate all reported complaints and, if appropriate, take corrective action. Personal Assistants can use the general complaint form at the end of this Handbook to report any payroll concerns.

Community prohibits and will not tolerate retaliation against any Personal Assistant because that Personal Assistant filed a good faith complaint under this policy. Specifically, no one will be denied employment, promotion or any other benefit of employment or be subjected to any adverse employment action based on that person's good faith complaint. In addition, no one will be disciplined, intimidated or otherwise retaliated against because that person exercised rights under this policy or applicable law.

MEAL PERIODS

If you work for more than 6 consecutive hours, you are entitled to a meal period during your shift. However, the nature of home care necessitates that only one Personal Assistant be on duty at any given time. Thus, it is customary for Personal Assistants to eat on the job without being relieved as they cannot abandon the Consumer. Given the requirements that a Personal Assistant remain with the Consumer, you voluntarily consent to taking your meal period without being fully relieved of your duties and you understand and agree that this means that your meal period may be interrupted by a call to duty. However, you will receive compensation for time worked in accordance with applicable laws.

If you do not want to voluntarily consent to this arrangement, and instead desire a meal period completely relieved from duties, you must submit a written request to the CDPAP Representative. In that case, Community may remove you from the case to which you are assigned and undertake reasonable efforts to find a replacement case that allows you to take such meal periods. Such meal periods may be unpaid as permitted by applicable law.

TIMESHEETS

Timesheets must be submitted by Monday at 5pm, even on a holiday.

If your timesheet is late, you will be disciplined, and after consistent late timesheets, additional disciplinary actions may be taken. . We strongly encourage your timesheets to be submitted on time so that we can ensure timely pay.

The week starts on Saturday, 12am and ends on Friday, 11:59pm. Timesheets should be filled out accordingly and hours should be accounted for based on a Saturday to Friday week schedule.

Certain vendors have different week schedules for which you will follow the corresponding timesheet type.

It is the responsibility of the PA and the Consumer to confirm that the hours on the timesheets are entirely accurate. Time worked is considered time spent on the job performing duties assigned and approved by the Consumer within the allotted number of hours per week.

Please be advised that all time sheets must be signed by the Consumer/Designated Representative and the PA at the end of each day. Dates, times, signatures and Consumer information must be filled out correctly. We will not be able to process incomplete paperwork.

USE OF THE ELECTRONIC VISIT VERIFICATION SYSTEM (EVV)

Community Home Health Care requires the use of an EVV when working with a Consumer. You are required to use the EVV system when you report to work for the Consumer, and when you have completed your shift. On those occasions where calling from the Consumer's home phone is not possible, it must be discussed with the CDPAP Representative. As soon as the Admissions Coordinator clears you to work, you will be provided with a designated ID number to use for clocking in. It is prohibited to allow anyone else to use your ID number. PA's must call in and out for each shift that is worked. During your clock out call, you will be asked to certify whether you have received a Bona Fide Sleep Period and Bona Fide Meal Periods. You are required to explain whether any of your break times were interrupted during your clock out call. Failure to use the call-in system properly may cause a delay in your pay and may be grounds for discipline up to and including termination.

A clock in/out is IN ADDITION to timesheets. A clock in does not replace the need to submit a timesheet. Clock ins can only be done using the Consumer's phone. PA's may not use their personal phones to clock in or out.

TIME AND ATTENDANCE GUIDE

CALL IN:

1. Call 1877-833-4935
2. Press **1** for CALL IN
3. Enter your Assignment ID
4. The system will repeat the assignment you entered. Press **1** to confirm or **0** to re-enter & call is complete.

CALL OUT:

1. Call 1877-833-4935
2. Press **2** for CALL OUT
3. Enter your assignment ID
4. 4444. The system will repeat the assignment you entered. Press **1** to confirm or **0** to re-enter & call is complete.
5. Press **000** to complete the call

Rules:

- Call in/Call out: can only be done from the Consumer's home phone. Calling in from personal cell phone will not be allowed.
- A call out for a shift without a call in will NOT be accepted.
- Live in: when working on a live in case, you should call in regularly when you are on the case. The following morning, 8AM, you should clock out and immediately clock back in. This should be done every day at 8AM.
- Shabbat observant: Notify Community if the Consumer is Shabbat observant and therefore you cannot use the Consumer's phone.
- No direct phone number: Consumers may not always have a direct phone number. In such a case notify Community of the situation.
- Rotary phone: The time attendance system will not work a rotary phone.
- Payroll is generated through the call in and call out system.
- If you are experiencing problems with calling in or calling out, please notify Community immediately.
- Calling in and out is instead of timesheets. Timesheets do not need to be submitted if there is a perfect clock in. Timesheets may be requested at the direction of the Case Manager.

COMPENSATION

While working as a PA, your hourly pay will be in accordance to the compensation discussed on the labor law form given upon hire.

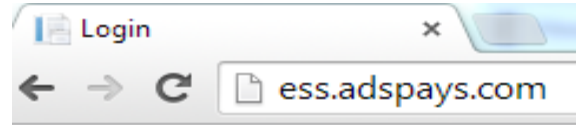
Payroll checks will be mailed weekly to the Consumer's home or you can choose to receive your pay via direct deposit. Community Home Health Care highly recommends you choose the direct deposit benefit to avoid disruptions in check distribution due to weather or failed delivery methods. If you cannot arrange direct deposit into a bank account, please discuss with the payroll clerk what other options might work for you as a preference above paper checks.

If you wish to receive direct deposit, please submit the direct deposit form found on the next page. Once signed up, your pay will be deposited in your bank account Friday morning at 6am. Your paystubs will be available to view online. If you decide to opt out of the online paystub viewing, your paystub will be mailed to your home.

INSTRUCTIONS TO VIEW YOUR ONLINE PAY STUB

Login instructions;

- **OPEN THE BROWSER**
- **GO TO:** ess.adspays.com
- **ENTER USERNAME:** Your first name, first initial of your last name followed by the last four digits of your social security number (Ex for John Due – johnd1234)
- **ENTER TEMPORARY PASSWORD:** Your entire social security number (without dashes ex, 123456789) upon your first login attempt the system will prompt you to change the password, enter your new password twice and be sure to save it for your records.



User Login

User ID

Password

[Login](#)



Voucher Date	Employee	Type	Number	Date	From	To	Gross Pay	Net Pay
08/15/2014	Alabama Staffing Inc. - H&H	Direct Deposit	48918	08/15/2014	08/15/2014	08/15/2014	549.91	414.21
08/08/2014	Alabama Staffing Inc. - H&H	Direct Deposit	48918	08/08/2014	07/29/2014	08/05/2014	473.31	362.81
08/01/2014	Alabama Staffing Inc. - H&H	Direct Deposit	38937	08/01/2014	07/19/2014	07/25/2014	529.31	381.84
07/25/2014	Alabama Staffing Inc. - H&H	Direct Deposit	38937	07/25/2014	07/13/2014	07/19/2014	473.31	362.81
07/18/2014	Alabama Staffing Inc. - H&H	Direct Deposit	37931	07/18/2014	07/05/2014	07/11/2014	529.31	406.85
07/11/2014	Alabama Staffing Inc. - H&H	Direct Deposit	37386	07/11/2014	06/28/2014	07/04/2014	581.31	437.84
07/04/2014	Alabama Staffing Inc. - H&H	Direct Deposit	38715	07/04/2014	06/21/2014	06/27/2014	473.31	477.43
06/28/2014	Alabama Staffing Inc. - H&H	Direct Deposit	38873	06/28/2014	06/20/2014	06/26/2014	0.00	0.00

NAVIGATION

- Click on “Pay History” on the top left of the page
- Scroll down the page to view

AVAILABLE FILTER OPTIONS

Filter Options

Stub Number	<input type="text" value="Stub Number"/>	Period From	<input type="text" value="Period From : mm/dd/yyyy"/>
Work Date	<input type="text" value="Work Date : mm/dd/yyyy"/>	Period To	<input type="text" value="Period To : mm/dd/yyyy"/>
Gross Pay	<input type="text" value="Gross Pay Min"/> <input type="text" value="Gross Pay Max"/>	Net Pay	<input type="text" value="Net Pay Min"/> <input type="text" value="Net Pay Max"/>

[Search](#) [Reset](#)

- Search for specific Voucher Number.
- Looking for a specific visit? enter the date in question to search.
- Search for range of Gross Pay \$ amounts.
- Search Paystubs within Pay Period Begin and End dates.
- Search for range of Net \$ amounts.

1. *In order to view or download paystubs, popups on your browser will need to be unblocked.*
2. *If attempting to view a paystub on a mobile device the “desktop feature” may need to be activated.*
3. *Paystubs will be available to view for 12 months.*
4. *If you forget your password, please contact your payroll department to reset.*



Direct Deposit Form

Community Home Health Care offers DIRECT DEPOSIT to all Personal Assistants. This option, if you decide to choose it, allows Community Home Health Care to deposit your weekly pay into your own personal savings or checking accounts. Instead of receiving a check every week, your money will be available to you every Friday Morning. All who choose DIRECT DEPOSIT will have their paystubs available online to view and print. Paystubs will not be mailed.

If you still wish to receive your weekly pay stub in the mail from us, in the form of a non-negotiable check that cannot be cashed, please check the box below. If no box is on this form is checked, your paystubs will be accessible online and will not be mailed. If you receive the weekly pay stub in the mail it will not be available online

We ask anyone who would like to participate in DIRECT DEPOSIT to fill in their account information below and return this page to your local Community Home Health Care Office. **Attach either a blank voided check or a savings deposit slip** or BOTH if splitting deposit. You cannot have DIRECT DEPOSIT and receive a pay check.

PRINT ALL INFORMATION

Direct Deposit Request (Don't forget to staple your voided check or filled in deposit slip for savings)
I authorize my payer to initiate electronic credit entries and, if necessary, debit entries and adjustments for any credit entries made in error, to my financial institution list below:

FIRST NAME: _____ **LAST NAME:** _____

SS# _____

HOME ADDRESS: _____ **APT.#** _____

CITY: _____ **STATE:** _____

ZIP CODE: _____

BANK NAME:

BANK ADDRESS:

CITY: _____ **STATE:** _____

ZIP CODE: _____



ROUTING NUMBER: _____ **CHECKING ACCT#:** _____

DEPOSIT%: _____

ROUTING NUMBER: _____ **SAVINGS ACCT#:** _____

DEPOSIT%: _____

I agree to have my paystubs available online. Email Address: _____

PERSONAL ASSISTANT'S SIGNATURE: _____

DATE: _____

LIVE-IN PERSONAL ASSISTANTS

You will be paid for all hours worked on a 24-hour/live-in shift. During each full 24-hour period during which you are required to be on duty, you agree that you will receive Bona Fide Meal Periods of up to 3 hours total and a Bona Fide Sleep Period of up to 8 hours, and that these hours (total of 11) will not count as hours worked. All other hours during the course of such 24-hour period will be considered hours worked and you will be paid at the applicable rates for such work.

“**Bona Fide Meal Periods**” are meal periods (e.g., one each for breakfast, lunch, and dinner) that are uninterrupted, duty free, and at least 30 minutes in duration. While you may not leave the premises, you shall leave your work area during each of your Bona Fide Meal Periods. You are not required to eat with the Consumer during your meal period or take your meal period during the same time that the Consumer eats his/her meal.

“**Bona Fide Sleep Periods**” are regularly scheduled sleep periods, which include at least 5 consecutive hours that are not interrupted by a call to duty, in adequate sleeping facilities. Sleep periods will be set by discussions with the Consumer, and should be communicated to the Fiscal Intermediary.

It is expected that you will only be required to work for 13 hours of the entire 24-hour shift you are assigned to be with the Consumer. It is expected that you will enjoy a total of at least 3 hours of Bona Fide Meal Periods as well as an 8-hour Bona Fide Sleep Period for each full 24-hour shift.

“**Adequate sleeping facilities**” means that you have access to basic sleeping amenities (e.g., a bed and linens); enjoy reasonable standards of comfort (e.g., heat); and have access to basic bathroom and kitchen facilities, which may be shared (e.g., bathing and toilet facilities, refrigerator, stove, sink, utensils).

If you “live-in” the home of the Consumer, “adequate sleeping facilities” means private quarters (i.e., a living and sleeping space that is separate from the Consumer or other aides) in a homelike environment (i.e., a space that includes facilities for cooking and eating, a bathroom, and a space for recreation (these additional facilities may be shared by you and the Consumer and/or other household members).

To ensure that you are paid for all hours you work, for each 24-hour shift, you must indicate whether or not you have received at least a total of at least 3 hours of Bona Fide Meal Periods and/or at least an 8-hour Bona Fide Sleep Period. You must also attest the same on each timesheet. If you do not receive a Bona Fide Meal Period or a Bona Fide Sleep Period on any one shift, you must (1) report the interruption(s) to your CDPAP Representative as soon as possible following the conclusion of the shift at issue (generally, not later than within 24 hours following the end of the shift); (b) complete a “Sleep and Meal Period Exception Certification Form” on which you must report interruptions and return the form to your CDPAP Representative as soon as possible (generally, within 72 hours of the shift) and (c) report interruptions while clocking out during the Electronic Visit Verification process. A blank Sleep and Meal Period Exception Certification Form



is set forth in the Appendix to this Handbook and additional forms are available from any CDPAP Representative.

You will be checking off the “Live-In” column on your timesheet at each 24 hours you served as a Live-In caregiver. If you are writing 24 in the “Total Hours Including Breaks” column of the timesheet, you certify that you were present with the consumer during the full 24-hour shift. This does not indicate that you worked for 24 hours during the shift. For Live-In patients, the “Total Hours Presenting Including Breaks for the week” cell on the timesheet certifies the total hours the caregiver was present with the consumer during all working days on the timesheet.

If you believe that you were not paid for all hours worked that you identified on a Sleep and Meal Period Exception Certification Form or otherwise, you must contact the Human Resources Department immediately and report the actual hours that you worked so that you can be compensated for all of your hours worked.

No Personal Assistant will be subject to any reprisal or other adverse action for reporting missed or interrupted meal or sleep periods or for submitting a Sleep and Meal Period Exception Certification Form. But any Personal Assistant who knowingly submits a false report or Sleep and Meal Period Exception Certification Form will be subject to disciplinary action, up to and including termination.

I agree that Community Home Health Care, on behalf of the Consumer, may exclude up to 11 hours of every 24-hour/live-in shift provided that I receive (1) a Bona Fide Sleep Period of at least 8 hours, including 5 consecutive hours of duty-free, uninterrupted sleep time, and (2) duty-free, uninterrupted Bona Fide meal periods totaling 3 hours. Should I not receive a Bona Fide Sleep Period and Bona Fide Meal Periods for every 24-hour/live-in shift, I will report any interruptions as described in this Live-In Personal Assistants Policy. I further agree that in the event I believe that I was not paid for all the hours that I worked, I will contact the Human Resources Department immediately and report the actual hours that I worked.

Name

Signature

Date

Sleep and Meal Period Exception Certification Form

Personal Assistant's Name (Print): _____ Date of Shift: _____

I attest that during my shift on the date noted above:

- I did not have access to adequate sleeping facilities. Explain: _____

- I did not receive a duty-free, uninterrupted sleep period of at least 5 consecutive hours. Explain:

- I received a duty-free, uninterrupted sleep period of at least 5 consecutive hours, but did not receive a duty-free, uninterrupted 8-hour sleep period. Indicate when you took your sleep period(s) and their durations. In addition, please explain any interruptions:____

- I did not receive duty-free, uninterrupted Bona Fide Meal Breaks of at least 3 hours. Explain:

- I received duty-free, uninterrupted meal periods of at 30 minutes each for breakfast, lunch and dinner, but did not receive a total of 3 hours of duty free, uninterrupted meal periods. Indicate when you took each meal period and its duration. In addition, please explain any interruptions, and if you ate with a Consumer, please indicate whether this was your preference:

I certify, under penalty of perjury, that the information contained in this Sleep and Meal Period Exception Certification Form is true, accurate, and complete.

Signature

Date

BENEFITS AND TIME OFF

WORKER'S COMPENSATION

If you are injured while on the job, you may be covered for the medical expenses you incur for the work-related injury and salary lost during the period that you are disabled from working. All Personal Assistants are required to report injuries immediately. Personal Assistants may forfeit any right to care by not promptly reporting to Community.

DISABILITY INSURANCE

You are entitled to New York State Disability benefits if you have a non-job-related illness and are unable to work for more than seven (7) days, and are receiving medical care. If you are ill or require hospitalization, notify the office immediately. New York State Disability will pay up to 50% of your average/weekly salary (but no more than the maximum benefit allowed, currently \$170 per week), after the first seven (7) days of illness, and for up to 26 weeks. Personal Assistants on disability leave are still required to notify their CDPAP Representative of their status and periodically check in with Community. Information about your condition and circumstances may be required before you are reinstated to work.

MEDICAL INSURANCE

Eligible Personal Assistants may enroll in a single, a single plus one dependent, or a family contract health insurance plan offered by Community. Eligibility will be defined by the specific insurance contract in effect. Information and enrollment forms may be obtained from Human Resources.

BENEFITS CONTINUATION (COBRA)

The federal Consolidated Omnibus Reconciliation Act (COBRA) gives Personal Assistants and their qualified beneficiaries the opportunity to continue health insurance coverage under Community's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are: resignation, termination of employment, death of an employee, a reduction in an employee's hours or a leave of absence, an employee's divorce or legal separation, and a dependent child no longer meeting eligibility requirements.

Under COBRA, the Personal Assistant or beneficiary pays the full cost of coverage of the Company's group rates plus an administration fee, unless otherwise required by applicable law.

Community provides each eligible Personal Assistant with a written notice describing rights under COBRA when the Personal Assistant becomes eligible for coverage under the Company's health insurance plan. The notice contains important information about the Personal Assistant's rights and obligations.

PTO/UNPAID TIME OFF

Personal Assistants, after one year of work, are entitled to up to three days of PTO in each calendar year, depending on average hours worked per week, and paid at their regular rate of compensation.

Note: Personal Assistants who work on cases that are reimbursed by Medicaid in whole or in part and in certain regions of the State are eligible to receive “wage parity” benefits in addition to minimum wage. The wage parity amounts vary from region to region and year to year. Information about wage parity will be distributed during orientation or can be requested from the Human Resources Representative. Any PTO provided as wage parity benefits count towards the PTO mentioned above, and are not in addition to such PTO.

Requests for time off, whether for PTO or unpaid, must be approved by the Consumer. If there are further questions PA should speak to the Case Manager for further information regarding PTO.

SICK AND SAFE LEAVE

All Personal Assistants are entitled to sick and safe leave pursuant to the New York Paid Sick Leave Law. Personal Assistants may use this leave as soon as it has accrued. Personal assistants earn one hour of sick/safe leave for every 30 hours worked and can earn a maximum of 56 hours of sick/safe time per year.

Following a verbal or written request, sick/safe leave may be taken for any of the following reasons impacting you or a member of your family for whom you are providing care or assistance with care:

Sick Leave:

- For mental or physical illness, injury, or health condition, regardless of whether it has been diagnosed or requires medical care at the time of the request for leave; or
- For the diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or need for medical diagnosis or preventive care.

Safe Leave:

- For an absence from work when you or your family member has been the victim of domestic violence as defined by the State Human Rights Law, a family offense, sexual offense, stalking, or human trafficking due to any of the following as it relates to the domestic violence, family offense, sexual offense, stalking, or human trafficking:
- To obtain services from a domestic violence shelter, rape crisis center, or other services program;

- To participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of you or your family members;
- To meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
- To file a complaint or domestic incident report with law enforcement;
- To meet with a district attorney's office;
- To enroll children in a new school; or
- To take any other actions necessary to ensure the health or safety of you or your family member or to protect those who associate or work with you.

For the purposes of NYSLL, “family member” is defined as your child, spouse, domestic partner, parent, sibling, grandchild, or grandparent; and the child or parent of your spouse or domestic partner. “Parent” is defined as your biological, foster, step, or adoptive parent, or legal guardian, or a person who stood in loco parentis when you were a minor child. “Child” is defined as your biological, adopted or foster child, a legal ward, or a child if you are standing in loco parentis.¹

Personal Assistants must provide reasonable notice of a foreseeable need to use sick and/or safe leave. When able, please provide notice to your Consumer before 9 AM that day. With respect to unforeseeable needs to use sick and/or safe leave, Personal Assistants should provide notice as soon as practicable under the circumstances. Personal Assistants can provide notice by contact the Case Manager via phone and email any important documents directly to the case manager.

Personal Assistants who use sick leave for three or more consecutive shifts may be required to provide (i) an attestation from a licensed medical provider supporting the existence of a need for sick leave, the amount of leave needed, and a date that you may return to work, or (ii) an attestation from you of your eligibility to leave.

For Personal Assistants who work in (i) Westchester County, pursuant to Westchester County's Earned Sick Leave Law and/or (ii) New York City, pursuant to the New York City Earned Safe and Sick Time Act, you are further permitted to use your paid sick leave if the Consumer directs you not to report to work due to a public health emergency or you need to care for a child whose school or childcare provider closed due to a public health emergency. Employees who work in Westchester County are, after 90 days of employment, further entitled to up to 40 hours of paid

¹ For Personal Assistants who work in New York City, pursuant to the New York City Earned Safe and Sick Time Act, “family member” is defined as your child (biological, adopted, or foster child; legal ward; child of an employee standing *in loco parentis*), spouse (current or former, and regardless of whether you reside with them), domestic partner (current or former, and regardless of whether you reside with them), parent, child or parent of your spouse or domestic partner, grandchild or grandparent, sibling (including half, adopted or step sibling), any other individual related to you by blood, and any other individual whose close association with the employee is the equivalent of a family relationship.

safe leave to attend/testify in criminal and/or civil court proceedings relating to domestic violence of human trafficking and/or to move to a safe location. For more information concerning how such safe leave interacts with the NYSLL, please contact Human Resources.

Please Note:

- Up to 56 hours of unused sick time can be carried over into the next year. However, a maximum of 56 hours of sick time can be used per year.
- Sick Time can only be taken at a minimum of 4 hours increments.
- You must use all your sick time before taking unpaid sick time.
- If a Personal Assistant uses all vacation time, they can use up to 16 hours of sick time as PTO.
- A Personal Assistant may not take off more than their total allotted time off per year. After a Personal Assistant has exhausted his/her sick days, any additional call-out will be deducted from the Personal Assistant's PTO bank.
- If a Personal Assistant exhausted his/her sick time and PTO balance, and calls out without a sufficient doctor's note due to extenuating circumstances, further discussion may take place with the Consumer.

Personal Assistants who misuse this sick and safe leave will be subject to discipline, up to and including termination of employment.

In the event a Personal Assistant is terminated or resigns, accrued but unused sick time is not paid out to the Personal Assistant.

Policies concerning (i) Family and Medical Leave Act of 1993 (FMLA) and (ii) New York Paid Family Leave (NYPFL) Law are contained later in this handbook.

NURSING MOTHERS

In consideration of working mothers who may be lactating, Community and the Consumer will provide a reasonable amount of break time to accommodate a Personal Assistant desiring to express breast milk for her child (from infancy up to three years of age). If possible, lactation breaks should be taken during the breaks already provided to the Personal Assistant. Any additional breaks taken to express milk may be unpaid.

A Personal Assistant who needs lactation breaks should speak to the CDPAP Representative and the Consumer to arrange for break time so that reasonable efforts can be made to provide a room or other location for the Personal Assistant to express milk in private. Community prohibits discrimination on the basis of the need to express breast milk.

Personal Assistants may be able to begin work before the regularly scheduled start of their shift or continue working past the regularly scheduled end of their shift to make up any time used for unpaid lactation breaks. Personal Assistants who wish to do so should speak with the CDPAP Representative and Consumer in advance to make appropriate arrangements.

JURY DUTY LEAVE

Personal Assistants are responsible for informing the CDPAP Representative of their Jury Duty assignment as soon as possible. The CDPAP Representative and Personal Assistant will work together to rearrange assignments as needed.

The Company, on behalf of the Consumer, will pay the Personal Assistant \$40 a day for the first three days of Jury Duty. The remainder of the Jury Duty will be unpaid.

TIME OFF FOR VOTING

If a Personal Assistant does not have 4 hours before or after their work shift from when the poll open or closes to vote, they are allowed to take 2 hours paid leave to vote. Personal Assistants must give notice to their CDPAP Representative no later than 2 days before the election of their need for the 2 hours paid leave.

BEREAVEMENT LEAVE

The Company, on behalf of the Consumer, allows three (3) days off with pay for a death in your immediate family. Immediate family includes parents, spouse, same-sex partner, children, brothers, sisters, mother-in-law, father-in-law, or grandchildren. These three (3) days do not come out of your vacation time.

You may request up to an additional two (2) days, which must be approved by the CDPAP Representative. If accrued vacation time is available, this benefit will be used for the additional two days; otherwise, the additional two days will be unpaid.

Bereavement leave for death of other than immediate family must be approved by the CDPAP Representative. Absence for such a death is limited to two (2) days and will be unpaid.

MILITARY RESERVE DUTY

Pursuant to federal law, any Personal Assistant (except one hired on a temporary basis) who is absent from work by reason of service in the uniformed services is entitled, under specified circumstances, to certain rights and benefits, provided that the Personal Assistant's cumulative length of the absence and of all previous absences for this purpose does not exceed five years. Advance written or verbal notice of such service is required unless it is impossible, unreasonable or precluded by military necessity. Upon re-employment, a Personal Assistant returning from military leave is entitled to seniority, and other rights and benefits determined by seniority, as the employee had on the date service began, plus the additional seniority which would have been

attained had the employee remained continuously employed. Continuous coverage under the medical plan is available to the Personal Assistant and eligible dependents for up to 24 months; provided, however, that if the absence is for more than 30 days, the Personal Assistant will be required to pay 102% of the group rate premium.

The Company, on behalf of the Consumer, shall provide Personal Assistants who have been employed for more than 2 years with one week's regular base salary for the two-week period they are away serving reserve duty. Personal Assistants may elect to use accrued vacation days for the second week that they are at training, if desired. If Personal Assistants are employed for less than 6 months, leave will be granted without pay for the time away for reserve duty.

LEAVE FOR BONE MARROW DONATION

Unless otherwise required by applicable law, upon request, eligible Personal Assistants will be given unpaid leaves of absence to undergo a medical procedure to donate bone marrow. The combined length of the leaves will be as determined by the physician conducting the procedure, but may not exceed twenty-four work hours, unless otherwise agreed by Community and the Consumer.

Personal Assistants will be required to provide documentation from the physician conducting the procedure to verify the need for and length of bone marrow donation leave. Retaliation for requesting a leave of absence for purposes of donating bone marrow is prohibited.

BLOOD DONATION LEAVE

Personal Assistants taking leave for "off-premises blood donation" shall be permitted at least one leave period per calendar year of up to three hours duration during the employee's regular work schedule and may not be carried over. "Off-premises blood donation" shall mean blood donation which is not made in connection with a blood drive at the Personal Assistant's place of employment or in connection with some other convenient time and place set by the Consumer. Such blood donation leave is not paid leave.

WORKING WHILE ON LEAVE

Personal Assistants on any leave of absence are prohibited from working elsewhere during the leave period. Violations of this policy may result in disciplinary action, up to and including termination of employment.

ANNUAL COMPLIANCE REQUIREMENTS

Below is a list of annual compliance requirements that must be met by each PA as a condition of them continuing to work a case. If the requirements expire and are not renewed, the PA is not authorized to service the Consumer. To be clear, service rendered on the first day that the Personal Assistant is out of compliance with any of the below requirements will not be paid. PA's should not report to work on the first day that they are out of compliance with these requirements.

It is the PA's obligation to make sure their credentials are updated and in compliance with the law before they render any services. Community will make every attempt to contact a PA on the phone number and email address provided to obtain updated compliance paperwork before the date that the compliance paperwork is scheduled to expire. But if a PA fails to hand in updated Compliance paperwork on time, Community will consider it as a voluntary resignation and/or the Personal Assistant will not be allowed to work the case until the paperwork is updated and in compliance with all requirements.

PHYSICALS

Each Personal Assistant must have a physical examination within the past year by a physician prior to the beginning of the Consumer contact. Physical Examinations must include evidence of freedom from condition, which may prove hazardous to you or your Consumer's health. A yearly self-assessment is required.

PPD/QUANTIFERON

PPD's are required prior to being hired as a Personal Assistant, subsequent testing may be requested. A Personal Assistant may also choose to submit a Quantiferon TB gold test instead of the PPD.

Personal Assistants who convert from a negative to a positive reading must be seen by a physician for medical evaluation. Documentation of chest x-ray showing no evidence of active tuberculosis or documentation of prophylactic treatment, and which should be sent directly to Community and maintained in the Personal Assistant's personnel file.

TB SCREEN

A yearly self-assessment is required or all Personal Assistants with a history of a positive PPD or Quantiferon TB Gold Test.

HIPAA PRIVACY

What is HIPAA?

HIPAA stands for Health Insurance Portability and Accountability Act of 1996, as amended. It is a federal law the purpose of which is to protect the privacy of individually identifiable health information (also called “Protected Health Information” or “PHI”) that is shared by an individual with doctors, nurses, hospitals, insurance companies and other health care providers.

What does the HIPAA Privacy Rule do?

The Privacy Rule assures that individuals’ health information is properly protected while allowing appropriate uses of such information to provide and promote high quality health care. The Privacy Rule applies to all forms of personal health information – written, electronic or oral.

Who must follow the HIPAA Rules?

All health care providers – doctors, nurses, aides, insurance companies, health care agencies, hospitals, laboratories and business associates of these persons must follow the HIPAA rules.

What is personal health information?

PHI is any information, including demographic data, that (1) relates to the past, present or future physical or mental health condition of an individual, (2) the provision of health care to an individual, or (3) the past, present or future payment for the provision of health care to an individual, and that identifies the individual or which there is a reasonable basis to believe it can be used to identify the individual (e.g., name, address, birth date, social security number). PHI that is created, used, stored or disclosed via electronic devices is referred to as “Electronic Protected Health Information” or “ePHI.”

What does Community have to do to comply with HIPAA?

Community must do several things in order to fulfill its legal obligations. It must provide the Consumer and Personal Assistant education about the privacy rights and how the Consumer’s PHI can be used. Policies and procedures must be developed for the Consumer and Personal Assistant to follow. All Personal Assistants must be trained about the policies and procedures. Most importantly of all, Personal Assistants must be aware of the way that they contribute to the maintenance of the confidentiality of PHI – not discussing cases with people who are not involved in the Consumer’s care or not authorized by the Consumer to receive his or her PHI, keeping written or electronic PHI secure and not creating circumstances where the PHI could be accessed by people who are not authorized by law to have access to such PHI, properly destroying patient documents that are no longer needed or pieces of paper that have PHI on them, disclosing only the minimum amount of information that is needed, and taking other measures to protect patient confidentiality. With respect to ePHI, unauthorized disclosure could relate to the means of electronic storage or disclosure being intercepted or accessed by an unauthorized user and Community must use tools to mitigate the risk of such unauthorized disclosure of ePHI – such as

the use of encryption and time-out mechanisms that automatically log the device out of a secure channel of communication after a set time of inactivity.

What information does the Consumer need to know?

Consumer will be informed of the privacy rule and their rights under this rule, through a “Notice of Privacy Rights”. Community will give this document to the Consumer at the time the Consumer engages Community and will ask the Consumer to sign a consent form to use and share the PHI for treatment, payment and health care operations. This consent form must be kept on file for six years.

How can PHI be used and disclosed legally?

In order for the Consumer to receive treatment and have the treatment paid for by their insurance company, PHI must be used and disclosed by the people involved in the care of the Consumer. PHI is used when it is shared, examined, applied, and analyzed. PHI is disclosed when it is released, transferred, or accessed in any way by outside the health care agency. PHI maybe used or disclosed in the following instances: (1) for treatment, payment and health care operations; (2) with special authorization or agreement from the Consumer or the Consumer’s Designated Representative; (3) for disclosure to the Consumer; (4) for reasons incident to another permitted use and disclosure, provided reasonable safeguards are in place; (5) as required by law or necessary for public health activities; and (6) PHI where certain identifiers of the Consumer have been removed.

What requirements are related to the special authorization form?

This form must be signed by the Consumer when information must be used or shared with a third party for a purpose other than those permitted purposes listed above. The authorization may be revoked by the patient at any time. Each authorization must give a specific description of the information to be used or shared, the name of the person who is getting the information, date of expiration of authorization and must be written in plain language. The information that is shared must be the minimum necessary.

Are there other times when PHI can be disclosed without obtaining a special authorization?

Yes, PHI may be legally disclosed without obtaining a special authorization from the Consumer in certain circumstances, including (1) when Community is responding to a compliance investigation or review or enforcement action by the U.S. Department of Health & Human Services; (2) as required by law (including court orders); (3) in the case of abuse, neglect or domestic violence; (3) in connection with public health activities, such as public health authorities collecting information for controlling disease; (4) for law enforcement purposes; (5) to funeral directors, coroners or medical examiners limited to identify a deceased person, determining the cause of death and performing other functions authorized by law; (5) if necessary to prevent or lessen a serious and imminent threat to a person or the public; and (6) for essential government functions.

Can I tell if the Consumer says I can?

Disclosure may be made to family members, friends or other people that are authorized by the Consumer to receive his or her PHI; however, the Consumer may revoke this authorization at any time. In any other situation not described previously, you need to get the patient's written authorization to disclose any PHI.

What if "they" are listening?

An incidental use or disclosure is a secondary use of disclosure that cannot reasonably be prevented, is limited in nature, and occurs as a result of an otherwise permitted use or disclose. Incidental disclosure is permitted only to the extent that reasonable safeguards have been applied and the disclosure is limited to the minimum amount of PHI that is necessary to accomplish the permitted use or disclosure – this is known as the Minimum Necessary Standard. An example might be the disclosure about a patient by a home health aide in the Consumer's home that might be overheard by the other family members not involved in the Consumer's care.

What is "minimum necessary rule"?

Use or disclosure of PHI must be limited to the smallest amount that is needed to get a job done. This means that not all Personal Assistants may have the same amount of formation about a patient. Each Personal Assistant should have only the information that is necessary for them to carry out their job.

What happens if an individual or agency fails to follow these laws?

Failure to comply may result in civil and/or criminal penalties.

Civil Penalties:

- Currently range from \$100 to \$50,000 or more per violation, with a penalty cap of \$1,500,000 per calendar year.

Criminal penalties:

- Up to \$50,000 in fines and 1 year in prison for knowingly violating patient privacy.
- Up to \$100,000 in fines and 5 years in prison for obtaining PHI under false pretenses.
- Up to \$250,000 in fines and up to 10 years in prison for obtaining or disclosing PHI with intention to sell, transfer, or use identifiable health information for commercial advantage, personal gain or malicious harm.

Unintentional privacy violations can also attract significant penalties. **"I forgot"** or **"I did not know"** is **not a legal defense**. An example of this would be the failure to remove personally identifiable information from a fax.

Does HIPAA take precedence over other existing confidentiality laws?

In cases where state laws are stricter than the HIPAA rules, the state laws take precedence. An example is the HIV confidentiality laws.

Does HIPAA have any other part beside the Privacy Rule?

Yes, there are three parts to the HIPAA regulations. You have already heard about the Privacy Rule. There is also a Security Rule which requires Community to maintain reasonable and appropriate administrative, technical, and physical safeguards for protecting ePHI. Specifically, the Security Rule (1) ensures the confidentiality, integrity, and availability of all ePHI created, received, maintained, or transmitted by Community, (2) identify and protect against reasonably anticipated threats to the security or integrity of the information; (3) protect against reasonably anticipated impermissible uses or disclosures; and (4) ensure compliance by Community's workforce. There is also a Breach Notification Rule, which requires Community and its business associates to provide notification following a breach of unsecured PHI. A breach is an impermissible use or disclosure under the Privacy Rule that compromises the security or privacy of the PHI. An impermissible use or disclosure of PHI is presumed to be a breach unless Community demonstrates that there is a low probability that the PHI has been compromised, based on certain enumerated factors. Following a breach of unsecured PHI, the covered entity must provide notification to the affected individuals, the Secretary of the U.S. Department of Health & Human Services and, in some instances, the media.

How Do We Protect a Consumer's PHI?

The following is a list of ways that you can help "protect" PHI:

- Keep your voice as low as possible in the home or anywhere you accompany a patient/Consumer and keep information to a minimum.
- Do not leave any paperwork where it can be found by anyone who does not have a right to see it. This can include anything from prescription receipts to Consumer records. When you are done writing down information about a Consumer, promptly put it away where it belongs. Keep your Consumer information with you or store it in a safe place when you don't need it.
- Do not answer any questions about the Consumer without checking to make sure it's okay. Better to be safe than sorry!
- When you are with a Consumer, always check to make sure it is okay with the Consumer before you discuss his or her PHI with, or in front of a family member or friend. Don't talk in front of anyone unless you know it is okay with the Consumer for this person to hear what is being said.
- Mistakes happen: If you slip up, make sure your Consumer is informed so that he or she may take the appropriate remedial action.

Examples of keeping disclosure of information to a minimum:

EXAMPLE: At reception desk in Doctor's office:

Right: "Mrs. Smith is here for her 10 o'clock appointment."
Wrong: "Mrs. Smith is here for her chemotherapy."

EXAMPLE: In Drug Store

Right: "I'm here to pick up Mrs. Smith's prescription."

Wrong: "I'm here to pick up Mrs. Smith's prescription for Prozac."

EXAMPLE: With neighbors of the patient: Neighbor to worker: "How is Mr. Munoz?"

Right: "Why don't you drop in and see him-he'd love the Company."

Wrong: "He's not looking so good. His doctor is worried about his heart."

FRAUD, WASTE AND ABUSE PREVENTION

COMPLIANCE PROGRAM

Community Home Health Care is dedicated to ensuring a culture of compliance, honesty and integrity. We have implemented a comprehensive Compliance Program that sets forth the standards of conduct that all individuals affiliated with Community Home Health Care are expected to follow in their employment or course of business dealings with Community and the Consumers for whom Community serves as a fiscal intermediary. The Compliance Program applies to all individuals affiliated with Community Home Health Care, including Board Members, Personal Assistants, Consumers, and other individuals or entities employed, affiliated or associated with Community (including, but not limited to, all contractors, subcontractors, agents, and other persons who perform functions or services on behalf of Community or otherwise contribute to Community's entitlement to payment under Federal health care programs).

Community Home Health Care has a longstanding practice of fair and truthful dealing with Consumers, their families, personal assistants, the government, health professionals and others. Individuals associated with Community Home Health Care are prohibited from engaging in any act of fraud, abuse or waste, such as knowingly making false statements of material fact, in the preparation or submission of any claim for reimbursement under the Medicaid program or any other payor program. Compliance with this Policy is a condition of participation in the Community Home Health Care CDPAP. Violation of this policy is grounds for immediate termination from the program.

STANDARDS OF CONDUCT

The Compliance Program establishes general standards of conduct to which all individuals affiliated with Community Home Health Care must adhere. These standards assist Community Home Health Care in preventing fraud, waste and abuse in Federal health care programs and other payor programs and ensure Community Home Health Care's compliance with all applicable Federal and State laws, regulations and rules. The Compliance Program also establishes a system for monitoring adherence to these standards, investigation of violations and for sanctioning non-compliance.

All individuals affiliated with Community Home Health Care are required to cooperate fully with the requirements of the Compliance Program, to review and be familiar with the Standards of Conduct and all specific policies and procedures applicable to their duties. Individuals affiliated with Community Home Health Care that fail to do this are subject to disciplinary action up to and including termination of employment, termination of contract or affiliation with Community Home Health Care.

A. Definitions of Fraud, Abuse and Waste

Fraud is an intentional misrepresentation that, when relied on by a payor or other person, deceives that person to his or her detriment. Abusive tactics are broader than fraud and may include submitting deceptive or misleading claims to a government program like Medicaid, or using a false statement to support a claim. Waste may include other deceptive tactics, such as over-utilization of otherwise necessary services.

Types of fraud, abuse, or waste which may lead to liability are:

1. Knowingly filing a false or fraudulent claim for payments to Medicaid or another governmentally funded health care program, such as billing for services not actually provided;
2. Knowingly making or using a false record or statement to obtain payment on a false or fraudulent claim from Medicaid or other governmental program, such as documenting clinical care not actually provided;
3. Conspiring to defraud Medicaid or any other governmentally funded health care program by attempting to have a false or fraudulent claim paid; or
4. Knowingly making or using, or causing to be made or used, a false record to statement to conceal, avoid or decrease an obligation to pay or transmit money or property to the government.

Examples of the above include but are not limited to:

1. Completing timesheets for services not actually provided;
2. Paying an invoice known to be false;
3. Accepting or soliciting kickbacks or illegal inducements from vendors of services, or offering or paying kickbacks or illegal inducements to vendors of services;
4. Paying, offering gifts, money, remuneration or free services to entice a Medicaid recipient to use Community Home Health Care services;
5. Using Medicaid reimbursement to pay a personal expense;
6. Embezzling; and
7. Ordering and charging for medical services not necessary for the participant.

B. Mandatory Reporting Requirement

If any individual subject to this policy has reason to believe that anyone associated with Community Home Health Care has engaged in any fraud, abuse or waste, the individual has a duty to report any such observations and concerns immediately to the Compliance Officer, Boruch Kaller, at (845) 205-9440. You may anonymously report your concern to the Compliance Hotline at (845) 738-1305. Community Home Health Care has a policy of non-retaliation and non-intimidation for those who report known or suspected violations or who otherwise participate in good faith in our Compliance Program.

C. False Claims Laws and Whistleblower Protections

Fraud involving a claim submitted to the Federal or State government (for example, a false claim submitted for payment to Medicare or Medicaid) is prohibited by civil, administrative, and criminal laws, including the following:

- The Federal False Claims Act
- The Federal Program Fraud Civil Remedies Act
- State Laws pertaining to civil or criminal penalties for false claims and statements

A summary of these laws, as well as associated whistleblower protections, are contained in a Compliance Program Policy and Procedure entitled *Compliance with Applicable Federal and State False Claims Acts; Overview of the Laws Regarding False Claims and Whistleblower Protections*.

A copy of Community Home Health Care's Compliance Manual, containing the Standards of Conduct, Compliance Program Structure and Guidelines and Reporting Requirements, and the above referenced policy regarding false claims laws/whistleblower protections are provided to all Personal Assistants upon hire and at annual training sessions. These documents are also available upon request from the Compliance Officer.

D. Investigations and Corrective Action

Community Home Health Care will take any necessary action to respond appropriately to any substantiated offense and to prevent any further offenses, including but not limited to terminating workers or contractors. Offenses will be evaluated for voluntary self-disclosure under applicable laws, and when warranted, they will be referred to federal and state authorities. Community Home Health Care will cooperate with government officials investigating or prosecuting any individual referred by Community Home Health Care.

All instances of retaliation, retribution or harassment against Personal Assistants reporting a compliance issue will be brought to the attention of the Compliance Officer who will, in conjunction with Legal and Human Resources, investigate and determine the appropriate corrective action, if any.



If a Personal Assistant reports a concern regarding his or her own inappropriate or inadequate actions, reporting those concerns does not exempt him or her from the consequences of those actions. Prompt and forthright disclosure of an error by a Personal Assistant, even if the error constitutes inappropriate or inadequate performance, will be considered a positive constructive action by the Personal Assistant.

Compliance with and the promotion of the Standards of Conduct will be a factor in evaluating the performance of Personal Assistants. Following the Standards of Conduct is not hard to do. Personal Assistants should not be apprehensive or frightened.

Personal Assistants may stop by in person and speak to the Compliance Officer located 49 N. Airmont Road, Montebello, NY 10901 or call Boruch Kaller, at (845) 205-9440.

ABUSE AND NEGLECT REPORTING POLICY

Community is committed to the safety and well-being of all its Consumers. The topics of observing, screening and reporting abuse and neglect are included at orientation for all new Personal Assistants. In addition, an in-service program, “Abuse and Neglect,” is presented as part of the ongoing in-service schedule.

The following operation definitions are used to assist in determining if Consumers are victims of abuse or neglect:

- **Child Abuse**
 - The physical, sexual or emotional maltreatment of a child. Such treatment may be overt or covert.
- **Child Neglect**
 - The failure by parents or guardians to provide for the basic needs of a child by physical or emotional deprivation that interferes with normal growth and development or that places the child in jeopardy (e.g., failure to provide supervision, or adequate food, clothing, shelter, health care, or access to education).
- **Elder Abuse**
 - Intentional acts of physical, sexual or mental/psychological mistreatment of an elderly or vulnerable adult. Such treatment may be overt or covert.
- **Elder Neglect**
 - A pattern of conduct or inaction by a person entrusted with caring for an elderly or vulnerable adult that results in deprivation of care necessary to maintain that person’s physical or mental health (e.g., failure to provide supervision, or adequate food, clothing, shelter or health care).

As part of the initial and ongoing Consumer assessments, the Director of Nursing observes Consumers for signs of abuse and neglect. The Consumer’s support system is identified at time of intake and encouraged to discuss concerns related to the Consumer. Identification and use of community resources is also discussed to help individuals in the Consumer’s support system in coping with caring for an ill or elderly person. Care givers are required to report observable changes in family dynamics, changes in Consumer status and any bruising or injury the Consumer sustains.

If there is a reasonable suspicion of abuse or neglect, it must be reported. An incident report is completed, and the situation is discussed with the Administrator. Mandated reporters, i.e., health

care professionals, are required to report cases of suspected child abuse or neglect by calling 1-800-635-1522 in New York State. Non-mandated reporters are to call the New York State Central Registry in Albany at 1-800-342-3720. If the Consumer is in immediate danger, call 911.

Reporting is necessary to protect the Consumer and obtain services for the Consumer(s) to assist in dealing with the actions leading to abuse or neglect. In conjunction with the physician, Adult Protective Services (APS) is contacted if there is concern for the safety and welfare of an adult Consumer. All actions taken by Community's staff regarding reporting and follow-up of suspected or actual abuse and/or neglect are documented in the Consumer record.

Community maintains a list of community resources as well as the telephone number for APS. Community is committed to the safety of all Consumers:

1. All Agency personnel who come in direct contact with Consumers receive a complete orientation and participate in on-going training to recognize potentially hazardous conditions related to the service they provide.
2. Initial and ongoing Consumer and/or care giver instruction on home safety management is appropriate to the provider's level of responsibility, as it relates to the Consumer's needs.
3. Home safety management includes the following areas:
 - Basic home and bathroom safety
 - Fire response and means of emergency exit from home
 - Storage of supplies, drugs, controlled substances, solutions and sharps/needles
 - Transfers and ambulation with assistive devices
 - Use of medical equipment and potential electrical hazards
 - Waste disposal (double boxing, bagging and use of non-penetrable containers)
4. Consumers and care givers receive written instructions whenever possible.
5. Consumer/care giver knowledge and performance of safety procedures are evaluated and documented on an ongoing basis.
6. Agency personnel use a safety checklist to document existing or potential safety hazards.
7. All personnel are required to be knowledgeable of the system for reporting abuse, neglect, accidents, injuries and safety hazards.
8. The staff's use of the safety management program is evaluated periodically, and in-service education is based on the findings of those evaluations.

FACT-FINDING AND ISSUE RESOLUTION (“FAIR”) PROGRAM AND ARBITRATION PROVISION (CDPAP)

The Fiscal Intermediary values each Personal Assistant and looks forward to good relations with and among all of its Personal Assistants. Occasionally, however, disagreements may arise between you and the Fiscal Intermediary or between Personal Assistants in a context that involves the Fiscal Intermediary. We believe that the resolution of such disagreements will be best accomplished by internal dispute resolution and, where that fails, by binding arbitration that is conducted by an arbitrator. To facilitate expeditious and impartial resolution of any such disagreements that may arise as a result of Your provision of services to the Consumer and/or Your enrollment with Community Home Health Care to process Your pay, the Fiscal Intermediary has adopted this Fact-finding and Issue Resolution Program (the “FAIR Program”).

The FAIR Program is an essential element of your provision of services to the Consumer and/or continued provision of services, and it constitutes a binding agreement between you and the Fiscal Intermediary. You indicate your agreement to be bound by the FAIR Program’s terms and conditions by signing your name at the end of this handbook and beginning or continuing your provision of services after receiving the handbook (“Effective Date”).

The FAIR Program will cover any Claim between You and the Fiscal Intermediary (as these terms are defined below) that is asserted after the Effective Date, regardless of whether any such Claim arose before or after the Effective Date, and regardless of whether such Claim was initially raised before the Effective Date. The FAIR Program also applies to Claims made after your relationship with the Fiscal Intermediary ends.

For purposes of the FAIR Program, “the Fiscal Intermediary” means Community Home Health Care, each of its subsidiaries, affiliates, and successor entities, as well each of their partners, officers, directors, owners, principals, members, agents, Personal Assistants and employees against whom a Claim is asserted in connection with their duties for or in relation to the Fiscal Intermediary.

“You” and “Your” refers to you, the Personal Assistant, and any other person who may assert your rights.

“Claim” means any claim, cause of action, controversy, or other dispute between the Fiscal Intermediary and You that arises out of, relates to, or is in connection with (1) Your enrollment with the Fiscal Intermediary for provision of CDPAP services, (2) Your disengagement from the Fiscal Intermediary, or (3) Your termination of employment with a Consumer who is enrolled with the Fiscal Intermediary, and where that Claim is based on a legally protected right that could otherwise be resolved by a court, excluding only the disputes listed under “Are any Claims not Covered by the FAIR Program” below. “Claim” includes any disputes about Your enrollment in the Fiscal Intermediary’s CDPAP, termination of enrollment in the CDPAP, wages or compensation, discipline, leaves of absence, accommodations, and workplace treatment as well as the Fiscal Intermediary’s policies and practices (including any pattern, practice, act, or omissions)

relating to such matters, including, without limitation, any Claim that may arise under the following laws: (1) Title VII of the Civil Rights Act of 1964, (2) Civil Rights Act of 1991, (3) Age Discrimination in Employment Act of 1967, (4) Americans with Disabilities Act of 1990, (5) The Fair Labor Standards Act of 1938 or any state wage and hour laws, such as the New York Labor Law, (6) New York Public Health Law Section 3614- c, also known as the Wage Parity Law, (7) Rehabilitation Act of 1973, (8) Older Workers Benefit Protection Act, (9) Family and Medical Leave Act of 1993, (10) Occupational Safety and Health Act of 1970, (11) Worker Adjustment and Retraining Notification Act of 1988, (12) any state or local anti-discrimination, anti-retaliation, or whistleblower laws (including, without limitation, the New York State Human Rights Law and the New York State Whistleblower Law), (13) any other federal, state, or local statute, regulation, or common-law doctrine regarding employment, employment discrimination, harassment, terms and conditions of employment, termination of employment, compensation, breach of contract, or defamation, and (14) disputes about the validity, enforceability, coverage or scope of the FAIR Program or any part thereof. “Claim” means not only initial claims but also counterclaims, cross-claims and third-party claims, regardless of whether such claims seek legal, equitable, or declaratory relief. A legally protected right means any right that is guaranteed to You or protected for You by statute, regulation, ordinance, constitution, contract, common law, or other law.

Are any Claims not Covered by the FAIR Program? Yes. The term “Claim” does not include any claim, controversy, or other dispute between the Fiscal Intermediary and You: (a) for injunctive or equitable relief for breach of a restrictive covenant (e.g., non-competition covenant, non-solicitation covenant, anti-raiding covenant), unauthorized use or disclosure of confidential information or trade secrets, or similar unfair competition; (b) for workers’ compensation benefits (except for claims of interference or retaliation under the workers’ compensation law); (c) for unemployment compensation benefits; (d) for employee welfare or retirement benefits governed by the Employee Retirement Income Security Act (“ERISA”) (except for claims for interference or retaliation under ERISA); (e) for unfair labor practice charges under the National Labor Relations Act (“NLRA”); or (f) any other claims for which mandatory arbitration is not permitted by applicable law.

The FAIR Program also does not prevent You from filing a charge, testifying, assisting, or otherwise participating in any investigation or proceeding conducted by the equal employment opportunity commission, or another government agency to the extent You have a protected right to do so. Notwithstanding Your rights under this subsection, You agree that, to the maximum extent permitted by law, You may recover monetary relief with respect to a Claim only through the FAIR Program.

Further, the FAIR Program does not require the Fiscal Intermediary to begin arbitration proceedings or initiate any other procedure before taking any action regarding your relationship or affiliation with the Fiscal Intermediary with which you might disagree, such as coaching, counseling, warning, reprimand, suspension, investigation, discipline, demotion, changing your days or hours of work, or termination.

Can A Claim Be Resolved in Court? No. Under the FAIR Program, You and the Fiscal Intermediary each waive your respective rights to have a Claim decided by a court, judge, jury and, where permitted by law, an administrative agency. Instead, You and the Fiscal Intermediary agree that arbitration under the FAIR Program is the sole and exclusive method for resolving Claims. If either You or the Fiscal Intermediary files an action in court or another forum not contemplated by the FAIR Program asserting one or more Claims and the other party successfully stays such action and/or compels arbitration of such Claim, the arbitrator may assess reasonable costs and expenses, including an award of reasonable attorneys' fees, incurred in seeking such stay and/or order compelling arbitration against the party that filed the action in court or such other forum.

How Should You Raise a Claim Under the FAIR Program? If You believe You have a Claim against the Fiscal Intermediary, you should first give the Fiscal Intermediary a chance to investigate and resolve the Claim before You file a demand for arbitration (the arbitration process is explained further below). You do not need to use any specific form to submit a Claim. Simply write a letter explaining Your Claim and the relief sought and submit the Claim statement to the Human Resources Manager. As part of this process, an Fiscal Intermediary representative might meet with You to discuss Your complaint. Or, depending on the nature of the Claim, the Fiscal Intermediary will investigate the Claim on its own, such as by reviewing its records. If You do not receive a response, or a satisfactory response from the Fiscal Intermediary within 30 days, you must follow the arbitration procedure set forth below if You wish to pursue the Claim.

How Much Time do You Have to File a Claim? An arbitration proceeding under the FAIR Program must be commenced within the time period prescribed by the statute of limitations applicable to the Claim being asserted. For purposes of statute of limitations, an arbitration proceeding is deemed commenced when a demand for arbitration is filed with the American Arbitration Association ("AAA"). Filing an internal Claim under the FAIR Program will not extend the time period within which You must file a demand for arbitration.

How does the arbitration process begin? To start the arbitration process, the party wishing to file a Claim must file a written demand in accordance with the rules of the AAA for starting the arbitration process. More information about the AAA may be obtained at www.adr.org or by calling 1.800.778.7879.

How is the arbitrator selected? Arbitrators will be selected by the parties in accordance with the AAA's Employment Arbitration Rules and Mediation Procedures. The arbitrator must be a licensed attorney or retired judge selected from the AAA's regional Employment Dispute Resolution Roster, or an equivalent list if such list is unavailable. Unless the parties agree otherwise, the arbitrator must be a retired or former judge or a lawyer who has at least 5 years of experience with employment-related claims. No person may serve as an arbitrator unless that person has confirmed in writing that he or she is bound by and will adhere to the requirements of the FAIR Program.

Can an attorney represent You? Yes. Any party may be represented by an attorney. But legal representation is not required, and You may represent yourself. If You need assistance finding an attorney, there may be resources available to you, such as the American Bar Association (www.americanbar.org and 800-285-2221 or 202-662-1000) or the Legal Aid Society (www.legal-aid.org or 212-577-3300 or 718-722-3100).

When and where will Arbitration take place? The arbitration will be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of evidence and arguments of the parties. The arbitrator will set the time, date, and place of the hearing, notice of which must be given to the parties at least 30 calendar days in advance, unless the parties agree otherwise. In the event the hearing cannot be reasonably completed in one day, the arbitrator will schedule the hearing to be continued on a mutually convenient date. Any arbitration hearing will take place within Rockland County, New York, but the parties may agree to schedule the arbitration at any other place that is mutually convenient for the parties. Consent to changing the place of the arbitration will not be unreasonably withheld.

What law applies to the Arbitration? Arbitration under the FAIR Program will be conducted pursuant to the AAA's Employment Arbitration Rules and Mediation Procedures. If there is any conflict between the FAIR Program and the AAA rules and procedures, the FAIR Program terms will govern unless application of such terms would cause the AAA to decline to provide its services, in which case the AAA rules and procedures will govern (except that under no circumstance will an arbitrator have the authority to hear or decide any Claim on a class, collective, or other group or representative basis). The arbitrator must apply the substantive law, including the applicable burdens of proof and persuasion that would be applied by a court hearing the Claim in the venue of the arbitration. The arbitrator may grant relief that could be granted by a court hearing the Claim but will not have any authority to grant any other relief.

Can Claims be heard or decided on a class, representative, or collective basis? No. Notwithstanding anything to the contrary: (a) no arbitrator is permitted to hear or decide any Claim on a class, collective, or other group or representative basis; (b) all Claims between You and the Fiscal Intermediary must be decided individually; and (c) the AAA's Supplementary Rules for Class Action Arbitration (and any similar rules) will not have any applicability to any Claim. This means that if You have a Claim, neither You nor the Fiscal Intermediary will have the right, with respect to that Claim, to do any of the following in court or before an arbitrator: (a) pursue or obtain any relief from a class, collective, or other group or representative action; (b) act as a private attorney general; or (c) join or consolidate a Claim with the Claim of any other person. Thus, the arbitrator shall have no authority or jurisdiction to process, conduct, or rule upon any class, collective, private attorney general, or other representative or group proceeding under any circumstances. If there is more than one Claim between You and the Fiscal Intermediary, those Claims may be heard in a single arbitration hearing.

Who pays for the arbitration? The party claiming to be aggrieved is responsible for paying the applicable filing fee in effect and established by the AAA at the time the demand for arbitration is made. If You file the demand for arbitration and cannot obtain a waiver of the filing fee, You can

ask the Fiscal Intermediary to bear such costs. The Fiscal Intermediary will review every such request in good faith and consider whether to cover all or part of such filing fee. The parties will equally share the arbitrator's fees and other costs of the arbitration. However, if sharing equally in the cost of the arbitrator's fees would cause you financial hardship, You can ask the Fiscal Intermediary to pay, in full, the arbitrator's fees and other costs. The Fiscal Intermediary will pay all of the arbitrator's costs and fees as necessary to implement this FAIR Program. Each party will be responsible for its own attorneys' fees and costs, but the arbitrator may award either party reasonable attorneys' fees and costs, to the extent a court hearing such Claim could award attorneys' fees under applicable law.

Will there be discovery or depositions? Except as modified by the FAIR Program, all discovery will be governed by the AAA rules.

Can You have witnesses testify at the arbitration? Yes. At the hearing, the parties will have the right to present proof through testimony and documentary evidence, and to cross-examine witnesses who testify at the hearing. The arbitrator will require all witnesses to testify under oath. The parties must exchange witness lists at least ten (10) calendar days prior to any hearing. A party may not present a witness at a hearing if the name of that witness was not provided to the opposing party at least 10 calendar days prior to the hearing. The arbitrator will have the authority to sequester witnesses, other than a party and the party's representative(s), from the hearing during the testimony of any other witness. The arbitrator(s) will also have the authority to decide whether any person who is not a witness may attend the hearing.

Can the arbitrator determine a Claim before the arbitration hearing? Yes. Upon a party's motion and after giving due opportunity to the parties to present their positions, the arbitrator may grant or dismiss a Claim, or a portion thereof, if the arbitrator determines, in accordance with the standards that would be applied by a court hearing the Claim, that all or part of a party's Claim fails to state a legal claim or that there is no genuine issue of material fact as to all or part of a party's Claim. The moving party must file all motions with the arbitrator at a date set by the arbitrator. Parties may file such motions before or after discovery is complete. But no such motion may be filed 20 days before the arbitration hearing is scheduled to begin.

What if someone does not show up to the hearing? The arbitrator will have the discretion to allow a hearing to proceed in the absence of any party or representative who, after due notice, fails to be present or obtain a postponement. An award, however, shall not be made solely on the default of a party; instead, the arbitrator shall require the party who is present to submit such evidence as may be required for the making of the award.

Can there be split hearings? The hearing cannot be bifurcated, which means that the same arbitrator must hear the evidence and render a judgment on the damages, if any, in one hearing.

Is arbitration confidential? Yes. You and the Fiscal Intermediary agree that all aspects of any arbitration, including any award and opinion issued, will be strictly confidential. Neither You, the Fiscal Intermediary, nor our respective attorneys in the arbitration proceeding will reveal or disclose any information regarding the arbitration proceeding to any other person, except that

disclosure may be made to Your spouse, tax advisor, or attorney (each of whom You must ensure agrees to keep such information confidential), by the Fiscal Intermediary to its agents and employees, to comply with a valid court order, subpoena, or other direction by a court, to a relevant governmental entity to the extent You have a protected right to make such disclosure, or as otherwise required by law. If disclosure is compelled, You and the Fiscal Intermediary agree to notify each other as soon as notice of such compelled disclosure is received and before disclosure takes place. This confidentiality obligation does not apply to disclosures necessitated by a later proceeding between the parties.

What will the arbitrator's award say? The arbitrator must render a written award and opinion in the form typically rendered by employment arbitrators. Unless the parties agree otherwise, the arbitrator must issue his or her award within sixty (60) days from the date the arbitration hearing concludes or post-hearing briefs (if requested) are received, whichever is later. The arbitrator's award must set forth the factual and legal basis for the award, including his or her detailed legal reasoning, and contain a summary of the facts, the issues, the governing law applied, and the relief requested and awarded. It should also identify any other issues resolved and the disposition of any statutory claims. Disposition of any request for attorneys' fees must be addressed in the award. The arbitrator's award will be final and binding on the parties. Judgment on any award may be entered and enforced in any court of competent jurisdiction.

How Long Does the FAIR Program Apply to You? The FAIR Program will remain in effect and survive the cessation of Your relationship or affiliation with the Fiscal Intermediary, regardless of the reason for such cessation.

Choice of Law. Arbitration proceedings under the FAIR Program shall comply with and be governed by the provisions of the Federal Arbitration Act ("FAA") and not by any state law concerning arbitration. The parties acknowledge and agree that the FAIR Program evidences a transaction involving interstate commerce.

Severability. If any part or provision the FAIR Program or this agreement is held to be invalid, illegal, or unenforceable, such holding will not affect the legality, validity, or enforceability of the remaining parts and each provision of the FAIR Program will be valid, legal, and enforceable to the fullest extent permitted by law. However, in the event the provision prohibiting class, collective, or representative actions is found to be unlawful or unenforceable, then the entire FAIR Program will be considered null and void.

Notices. Any notice required to be given to You will be directed to Your last known address as reflected in the records of the Fiscal Intermediary. Any notice You or your representative are required to give to the Fiscal Intermediary under this FAIR Program will be directed to 49 North Airmont Rd Montebello, NY 10901, with a copy sent by e-mail to Bryna.Pelsinger@Communityhcg.net. Any notice provided to the Fiscal Intermediary under this FAIR Program will only be deemed received when it is received by email.

Amendment. The Fiscal Intermediary reserves the right to amend or terminate the FAIR Program. Such amendments may be made by providing notice to You in writing of such amendment or



termination. Any amendments will be prospective only. Your continuation of services after receiving notice of any amendment to or termination of the FAIR Program will be deemed agreement to such amendment or termination.

Waiver. No waiver may be granted by either party, except in writing. No waiver of any provision of the FAIR Program will constitute a waiver of any other provision of the FAIR Program (whether or not similar), nor will such waiver constitute a continuing waiver unless otherwise expressly provided in such writing.

By signing the agreement at the end of this Handbook, you confirm that You have read and understand the terms and conditions of the FAIR Program, which require You to submit all Claims to binding arbitration on an individual basis. No provision of any other document You may receive from the Fiscal Intermediary will be construed as a waiver of the provision prohibiting class, collective, or representative actions.

FAMILY MEDICAL LEAVE ACT (FMLA) & NEW YORK PAID FAMILY LEAVE (NYPFL) POLICY

The Company, on behalf of the Consumer, provides leave according to the (i) Family and Medical Leave Act of 1993 (FMLA) and (ii) New York Paid Family Leave (NYPFL) Law to covered Personal Assistants in certain circumstances and as more fully described in this policy.

Eligibility

To qualify for FMLA leave, you must: (1) have worked for at least one Consumer for whom the Company serves as a fiscal intermediary for at least 12 months; (2) have worked at least 1,250 hours in the last 12 months; and (3) be employed at a work site where the Company serves as a fiscal intermediary for 50 or more Personal Assistants within 75 miles. If you have any questions about your eligibility for FMLA leave, please contact the Human Resources Department.

To qualify for NYPFL, a New York Personal Assistant whose regular schedule is 20 or more hours per week must have worked for a Consumer for whom the Company serves as a fiscal intermediary for at least 26 consecutive weeks preceding the first full day leave begins. A New York Personal Assistant whose regular schedule is less than 20 hours per week must have worked in the employment of at least one Consumer for whom the Company serves as a fiscal intermediary for 175 days to qualify for NYPFL. If you have any questions about your eligibility for NYPFL, please contact the Human Resources Department.

Leave Entitlement

FMLA. You may take **up to 12 weeks** of **unpaid** FMLA leave in a 12-month period, which is measured using a “rolling” method that is measured backward from the date you use any FMLA leave, for any of the following reasons:

- the birth of a son or daughter and in order to care for such son or daughter (leave to be completed within one year of the child’s birth);
- the placement of a son or daughter with you for adoption or foster care and in order to care for the newly placed son or daughter (leave to be completed within one year of the child’s placement);
- to care for a spouse, son, daughter, or parent with a serious health condition;
- for your own serious health condition which renders you unable to perform any of the essential functions of your position; or
- a qualifying exigency of a spouse, son, daughter, or parent who is a military member on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty).

You may take **up to 26 weeks** of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, son, daughter, or next of kin who is a Covered Service member and who has a serious injury or illness related to active-duty service, as defined by the FMLA's regulations (see Definitions section, Military Caregiver Leave subsection below).

NYPFL. You may take up to 12 weeks of NYPFL, for the reasons listed below, in a 52-consecutive week period. The 52-consecutive week period is measured using a "rolling" method that is measured backward from the date you use any NYPFL. NYPFL may be taken for the following reasons:

- To care for a spouse, domestic partner, child, stepchild, anyone for whom you have legal custody, parent (including stepparents and in-laws), grandparent, or grandchild with serious health condition;
- To bond with a child during the first 12 months after the child's birth or placement for adoption or foster care or to meet adoption or foster care obligations (leave to be completed within one year of the child's birth or placement); or
- To meet qualifying exigencies arising from the fact that your spouse, domestic partner, child, or parent is on active duty or "has been notified of an impending call to active duty" in the U.S. Armed Forces; or
- When you or your minor dependent child are under an order of quarantine or isolation due to COVID-19.

Note that NYPFL is not available for the Personal Assistant's own serious health condition.

During NYPFL, paid benefits will be provided by the Company's NYPFL insurance carrier, at the level provided by law, which is currently 67% of the Personal Assistant's Average Weekly Wage, up to 67% of the NYS Average Weekly Wage. The NYS Average Weekly Wage is the average weekly wage paid across New York State during the previous calendar year and is determined and published by the New York State Department of Labor each year.

Pay under NYPFL is available from the first day of the leave (no waiting period). The insurance carrier, not the Company, is responsible for approving and paying benefits under the NYPFL Law. To receive such benefits, you will be required to file a claim with the carrier and to follow the carrier's requirements with respect to claim filing, certification, and supporting documentation (see NYPFL Claim and Certification Procedure section below).

If you are eligible for leave under both the FMLA and the NYPFL, your leaves under both of these laws will run concurrently to the maximum extent permitted by law.

Family Members Working for the Company

FMLA. Where eligible spouses both work for Consumer(s) for whom the Company serves as a fiscal intermediary, they will be limited to a *combined* total of 12 weeks of FMLA leave in a 12-month period for the birth/placement of and bonding with a child and the care of a parent with a serious health condition. The spouses will also be limited to a *combined* total of 26 weeks of FMLA leave in a 12-month period to care for a Covered Servicemember with a serious injury or illness (see Definitions section, Military Caregiver Leave subsection below).

NYPFL. The Company will not permit more than one Personal Assistant to take NYPFL at the same time to care for the same family member (e.g., where both spouses or other qualifying relatives work for Consumer(s) for whom the Company serves as a fiscal intermediary).

Definitions

Serious Health Condition – FMLA. For FMLA purposes, “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves: (a) inpatient care; or (b) continuing treatment by a health care provider.”

- Inpatient care means an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity, as defined by the law, or any subsequent treatment in connection with such inpatient care.
- A serious health condition involving continuing treatment by a health care provider requires any one or more of the following:
 1. A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves: (a) treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, a nurse under direct supervision of a health care provider, or a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or (b) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider;
 2. Any period of incapacity due to pregnancy or for prenatal care;
 3. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
 4. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; and
 5. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or a provider of health care services under orders of, or on referral by, a health care provider.

Serious Health Condition – NYPFL. For NYPFL purposes, “serious health condition” means illness, injury, impairment, or physical or mental condition that involves: (a) inpatient care in a

hospital, hospice, or residential health care facility; or (b) continuing treatment or continuing supervision by a health care provider.

- A serious health condition involving continuing treatment or continuing supervision by a health care provider requires any one or more of the following:
 1. More than 3 consecutive full days of inability to work, attend school, perform regular activities, or other incapacity due to a condition, plus any subsequent treatment or period of incapacity that involves treatment two or more times, or treatment at least once that results in a regimen of continuing treatment under the supervision of a health care provider.
 2. Any period of inability to work, attend school, perform regular activities, or other incapacity due to a chronic serious health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time (including recurring episodes of an underlying condition), and may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy).
 3. A long-term or permanent period of inability to work, attend school, perform regular activities, or other incapacity due to a condition for which treatment may not be effective (e.g., Alzheimer's, severe stroke, or terminal disease). The family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.
 4. A period of inability to work, attend school, perform regular activities, or other incapacity due to treatment (including any period of recovery therefrom) by a health care provider for restorative surgery, or for a condition that would likely result in more than 3 consecutive full days of incapacity without treatment (e.g., cancer, severe arthritis, kidney disease).

Qualifying Exigency. For purposes of both FMLA and NYPFL, “qualifying exigency” means a situation arising out of the fact that the Personal Assistant’s spouse, child, or parent is a military member in the United States Armed Forces, Reserves, or National Guard on covered active duty or who has been notified of an impending call or order to covered active-duty status (“Military Member”).

“Covered active duty,” for members of the Regular Armed Forces, means duty during deployment of the Military Member with the Armed Forces to a foreign country. “Covered active duty,” for members of National Guard or Reserves, means duty during the deployment of the Military Member with the Armed Forces to a foreign country under a call or order to active duty in support of a “contingency operation,” as defined by law.

A “qualifying exigency” exists where one of the following events occurs:

1. *Short-notice deployment.* To address any issue that arises from the fact that the Military Member is notified of an impending call or order to covered active duty, for a period of seven (7) or less calendar days from the date of notification;

2. *Military events and related activities.* To attend any official ceremony, program, or event sponsored by the military that is related to the covered active duty or call to covered active-duty status of the Military Member, or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the covered active duty or call to covered active duty status of the Military Member;
3. *Childcare and school activities.* To attend to certain childcare and school activities that are necessitated by the Military Member's active duty or call to active-duty status, such as: (i) arranging for alternative childcare; (ii) providing childcare on an urgent, immediate need basis (but not on a routine, regular, or everyday basis); (iii) enrolling in or transferring to a new school or daycare facility; and (iv) attending meetings with staff at a school or daycare facility;
4. *Financial and legal arrangements.* To make or update financial and legal arrangements to address the Military Member's absence while on covered active duty or call to covered active duty status;
5. *Counseling.* To attend counseling provided by someone other than a health care provider, for oneself, for the Military Member, or for the biological, adopted, or foster child, a stepchild, or a legal ward of the Military Member, or a child for whom the Military Member stands in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence, provided that the need for counseling arises from the covered active duty or call to covered active duty status of the Military Member;
6. *Rest and recuperation.* To spend time with a Military Member who is on short-term, temporary, rest and recuperation leave during deployment for up to fifteen (15) calendar days;
7. *Post-deployment activities.* To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the Military Member's covered active-duty status; and to address issues that arise from the death of a Military Member while on covered active duty status;
8. *Parental care.* To provide certain care to a Military Member's parent who is incapable of self-care, and where each instance of the care provided is necessitated by the Military Member's covered active duty. Covered activities provided to the parent of a Military Member under this provision include: (1) arranging for alternative care for a parent of the Military Member; (2) providing care for a parent of the Military Member on an urgent, immediate need basis; (3) admitting or transferring the parent of a Military Member to a care facility; and (4) attending meetings with staff at a care facility where the parent of a Military Member resides or stays; or
9. *Additional activities.* To address other events which arise out of the Military Member's covered active duty or call to covered active-duty status, provided that Military Member and Personal

Assistant agree that such leave shall qualify as an exigency, and both agree to the timing and duration of such leave.

FMLA Military Caregiver Leave. For purposes of Military Caregiver Leave under the FMLA, “Covered Servicemember” means:

- A current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness (“Current Servicemember”);” or
- A veteran who: (1) is undergoing medical treatment, recuperation, or therapy for a serious injury or illness; (2) was a member of the Armed Forces (including a member of the National Guard or Reserves); (3) was discharged within the five-year period before the eligible Personal Assistant first takes FMLA leave to care for him or her; and (4) was discharged or released from the Armed Forces under conditions other than dishonorable (“Covered Veteran”). An eligible Personal Assistant must commence leave to care for a Covered Veteran within five years of the Covered Veteran’s active-duty service.

For purposes of Military Caregiver Leave under the FMLA “serious injury or illness” means:

- In the case of a Current Servicemember, an injury or illness that was incurred by him or her in the line of duty on active duty in the Armed Forces (or that existed before the beginning of his or her active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the Covered Servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating; and
- In the case of a Covered Veteran, an injury or illness that was incurred or aggravated by him or her in the line of duty, while on active duty in the Armed Forces, and which manifested itself before or after he or she became a veteran, and is:
 1. A continuation of a serious injury or illness that was incurred or aggravated when the Covered Veteran was a member of the Armed Forces and rendered him or her unable to perform the duties of his or her office, grade, rank, or rating;
 2. A physical or mental condition for which the Covered Veteran has received a VA Service-Related Disability Rating (“VASRD”) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for leave;
 3. A physical or mental condition that substantially impairs the Covered Veteran’s ability to secure or follow a substantially gainful occupation by

reason of a disability or disabilities related to military service or would do so absent treatment; or

4. An injury, including a psychological injury, on the basis of which the Covered Veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Important limitation: If a Personal Assistant does not take all of his or her 26 workweeks of leave entitlement to care for a Covered Servicemember during the 12-month period, the remaining part of his or her 26 workweeks of leave is forfeited.

Maximum duration of leave in any 12-month period: The Military Caregiver Leave is applied on a per-Covered-Servicemember, per-injury, basis such that a Personal Assistant may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different Covered Servicemembers or to care for the same

Covered Servicemember with a subsequent serious injury or illness, except that no more than 26 workweeks of leave may be taken within any single 12-month period.

“Next of kin”: A Personal Assistant is “next of kin” of a Covered Servicemember if he or she is the nearest blood relative of the Covered Servicemember (other than the Covered Servicemember’s spouse, parent, or child). Unless the Covered Servicemember has specifically designated in writing a particular blood relative as his or her nearest blood relative for the purposes of the Military Caregiver Leave, the following is the order of Community used to identify the nearest blood relatives of the Covered Servicemember: (a) blood relatives who have been granted legal custody of the Covered Servicemember; (b) siblings; (c) grandparents; (d) aunts and uncles; and (e) first cousins. When no such designation is made, and there are multiple family members with the same level of relationship to the Covered Servicemember, all such family members shall be considered the Covered Servicemember’s next of kin and may take FMLA leave to provide care to the Covered Servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the Covered Servicemember’s only next of kin.

Intermittent and Reduced Schedule Leave

FMLA. If medically necessary, FMLA leave occasioned by a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). Medically necessary means that there must be a medical need for the leave and the leave can best be accomplished through an intermittent schedule. FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

If FMLA leave taken intermittently is unpaid, the Company, on behalf of the Consumer, will reduce the Personal Assistant’s salary based on the amount of time actually worked. In addition, while a Personal Assistant is on an intermittent or reduced schedule leave, the Company may

temporarily transfer him or her to an available alternative position that better accommodates his or her leave schedule and has equivalent pay and benefits on behalf of the Consumer.

When intermittent FMLA leave is needed to care for an immediate family member or the Personal Assistant's own illness, and is for planned medical treatment, the Personal Assistant must attempt to schedule treatment so as to minimize disruption to the Company's operations. Personal Assistants should consult with the Consumer and Company prior to scheduling the treatment in order to arrange a schedule that best suits the needs of the Personal Assistant and the Consumer.

NYPFL. Eligible Personal Assistants may take NYPFL intermittently in no less than daily increments. The maximum number of days of NYPFL available to a Personal Assistant is calculated based on the average number of days the Personal Assistant works per week. For example, a worker with a schedule of 5+ days per week can take up to the then-applicable maximum weeks of leave multiplied by 5 days (the maximum is 12 weeks, so the worker would be eligible for up to 60 days of leave in a 52-week period). For a Personal Assistant who works 3 days per week (60% of the work week) can receive only 60% of the then-applicable maximum leave (this would be 60% of 60 days, so the Personal Assistant would be eligible for up to 36 days of leave in a 52-week period).

Concurrent Leave. Where FMLA and NYPFL run concurrently, intermittent leave will be immediately deducted from the Personal Assistant's FMLA entitlement. Because intermittent NYPFL is measured in daily increments, intermittent leave will be deducted from the Personal Assistant's NYPFL entitlement each time the hours taken under FMLA add up to the number of hours in a Personal Assistant's usual work day.

NYPFL Contributions and Waivers

Consistent with the NYPFL Law, the Company, on behalf of the Consumer, will fund the NYPFL insurance policy through deductions from the pay of all Personal Assistants, except those who have filed valid waivers in accordance with this policy. The Company, on behalf of the Consumer, will make the maximum deductions permitted by law.

Personal Assistants whose regular schedule is 20 or more hours per week but who will not work 26 consecutive weeks, and Personal Assistants whose regular schedule is less than 20 hours per week and who will not work 175 days in a 52-consecutive-week period, may file a waiver of NYPFL benefits. Upon filing a waiver, the Personal Assistant will be exempt from making contributions to NYPFL and thus will not be subject to payroll deductions. However, the Personal Assistant will be ineligible for NYPFL benefits.

If the work schedule of a Personal Assistant who has filed a waiver changes so that he or she will work 26 consecutive weeks, or 175 days in a 52-consecutive-week period, the waiver will be automatically revoked within 8 weeks of the change. The Personal Assistant will then be obligated to make contributions, including any retroactive amounts due from date of hire.

Application for FMLA Leave and/or NYPFL

To take FMLA leave or NYPFL, a Personal Assistant must provide the Company with advance notice of the need for leave as follows:

- **Foreseeable Leave.** Where the need for leave is foreseeable (e.g., planned medical treatment, expected birth or placement of a child, planned medical treatment for a serious injury or illness of a family member, etc.), a Personal Assistant must provide the Company with at least 30 days advance notice of the need for leave.
 - If 30 days advance notice is not possible (e.g., because of lack of knowledge of approximately when the leave will be required to begin, a change in circumstances, or a medical emergency), the Personal Assistant must at least provide notice as soon as practicable under the circumstances. Normally, it should be practicable for the Personal Assistant to provide notice of the need for leave either the same day he or she becomes aware of a qualifying event or the next business day.
 - Whether FMLA leave is to be continuous or is to be taken intermittently or on a reduced schedule basis, notice need only be given one time, but the Personal Assistant shall advise the Company as soon as practicable if dates of scheduled leave change or are extended or were initially unknown. To qualify for NYPFL, Personal Assistants must provide the Company with notice as soon as practicable before each day of intermittent leave.
 - **Unforeseeable Leave.** When the approximate timing of the qualifying event and the need for leave is not foreseeable, the Personal Assistant must provide notice as soon as practicable under the facts and circumstances of the qualifying event. Absent unusual circumstances, it generally should be practicable for the Personal Assistant to provide notice 2 hours before a scheduled shift as required by the Company's **policy. *it should generally be practicable for the Personal Assistant to provide notice within two business days after learning of the need for leave.***
 - A Personal Assistant who fails to provide advance notice in compliance with these policies must explain to the Company why he or she was unable to do so. Absent unusual circumstances, a Personal Assistant's failure to follow these policies will result in FMLA leave and/or NYPFL being denied or delayed.
 - The notice rules apply to each day of intermittent leave under the NYPFL.

If a Personal Assistant is planning a medical treatment or a series of treatments under FMLA or NYPFL or is taking Military Caregiver Leave under the FMLA, he or she must consult with the Company first regarding the dates of such treatment to work out a schedule that best suits the needs of both the Personal Assistant or the Covered Military Member, if applicable, and the Consumer.

Applications for leave under FMLA and/or NYPFL should be submitted in writing to the Benefits Administrator. Application forms are available in the Human Resources Department. In addition,

Personal Assistants seeking NYPFL will be required to file a claim with the Company's NYPFL insurance carrier (see NYPFL Claim and Certification Procedure section, below).

Failure to provide proper notice of your need for FMLA leave and/or NYPFL may result in the denial or delay of protected leave, depending on the particular facts and circumstances.

FMLA Certification Procedure

If a Personal Assistant is requesting FMLA leave because of his or her own or a covered relation's serious health condition, the Personal Assistant and the relevant health care provider must supply appropriate medical certification. Personal Assistants may obtain Medical Certification forms from the Human Resources Department. When a Personal Assistant requests leave, the Company will notify him or her of the requirement for medical certification and when it is due (at least 15 days after leave is requested). If the Personal Assistant provides at least 30 days' notice of medical leave, he or she should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

The Company, at its expense, may require an examination by a second health care provider designated by the Company. If the second health care provider's opinion conflicts with the original medical certification, the Company, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The Company may require subsequent medical recertification. Failure to provide requested certification within the required timeframe may result in delay of further leave until it is provided.

The Company also reserves the right to require certification from a covered military member's health care provider if a Personal Assistant is requesting military caregiver leave and certification in connection with military exigency leave.

NYPFL Claim and Certification Procedure

To obtain NYPFL benefits, you must file a claim with the Company's NYPFL insurance carrier on the carrier's prescribed form(s). The Personal Assistant will also be required to provide the NYPFL insurance carrier with sufficient certification of the need for leave and supporting documentation as provided by the NYPFL Law, the relevant insurance policy, and the carrier's own requirements. For example, the Personal Assistant may be required to provide:

- Certification from a health care provider regarding the serious health condition for which the Personal Assistant needs leave;
- Documentation such as a birth certificate establishing the birth of a child;
- Documentation such as court documents or placement letters establishing that the Personal Assistant is in the process of adopting or has adopted a child or is fostering a child; or
- Certification of military exigencies and supporting military orders.

When you inform the Company of the need for NYPFL, the Company will provide you with a copy of the relevant claim form(s) and complete any employer portion(s). You can also obtain and file the claim form(s) directly through our NYPFL insurance carrier, **Standard Security, via phone: 800-477-0087, website: sslicny.com**. Contact the carrier if you have any questions about the forms and documents you must submit in support of your claim for benefits.

Reporting While on Leave

While you are on NYPFL, you should notify the Company and/or the NYPFL insurance carrier as soon as practicable (within two business days, if feasible) if there is any change in your circumstances or if your dates of leave change or were initially unknown and become known or estimated.

Conditions of FMLA Leave and NYPFL

The following conditions apply to leave taken under FMLA and/or NYPFL pursuant to this policy, except where otherwise required by applicable law:

- A Personal Assistant taking an approved leave of absence may not engage in other work or employment during the leave of absence. If a Personal Assistant engages in other work or employment during the leave of absence, the Personal Assistant will be considered to have violated the terms of the leave of absence, and to have voluntarily terminated his or her employment.
- A Personal Assistant on approved leave who fails to return to work at the end of his or her leave will be required to reimburse the Company for all health insurance premium payments expended by the Company on the Personal Assistant's behalf during the leave, unless the reason the Personal Assistant does not return to work is due to: (a) the continuation, recurrence, or onset of a serious health condition of the Personal Assistant or the Personal Assistant's spouse, son, daughter, or parent; (b) the serious injury or illness of a spouse, son, daughter, or parent, or next of kin, who is a Covered Servicemember; or (c) other circumstances beyond the Personal Assistant's control.
- Personal Assistants will not receive holiday pay during leave except as required by applicable law.
- A Personal Assistant may be subject to termination during a leave for reasons including but not limited to falsification of reason for or status of the circumstances surrounding the leave of absence.
- If business conditions require a reduction in force, Personal Assistants on an approved leave of absence will be considered for lay-off and treated in the same manner as active Personal Assistants.

Personal Assistant Compensation and Benefits during FMLA and/or NYPFL

Compensation during FMLA. As noted above, FMLA leave is unpaid. However:

- Nothing in this policy prevents a Personal Assistant from applying for worker's compensation or NYS Disability benefits. Leave which is covered by workers' compensation or disability benefits will be designated as FMLA leave to the maximum extent permitted by law.
- Personal Assistants not receiving workers' compensation, disability (including NYS short term disability), or NYPFL benefits will be required to use their accrued PTO and sick hours during FMLA leave, and such leaves will run concurrently with the Personal Assistant's FMLA leave. Personal Assistants will also be required to use any accrued PTO and sick hours during any waiting periods for disability benefits or workers' compensation benefits.

Compensation during NYPFL. As noted above, NYPFL is paid by the Company's NYPFL insurance carrier in accordance with the insurance policy, the maximum benefits set forth in the law, and the carrier's own rules and procedures.

Where leave is taken under NYPFL, the Personal Assistant may but is not required to use accrued PTO or sick hours during the leave. Use of accrued PTO or sick hours will allow the Personal Assistant to receive full pay during the leave until paid time off is exhausted.

Where a Personal Assistant is paid for accrued PTO or sick hours during NYPFL (whether concurrent with FMLA or not), the Company will be entitled to receive the NYPFL payment from the NYPFL carrier as reimbursement for the NYPFL portion of the amount paid to the Personal Assistant. In no event shall a Personal Assistant's use of accrued PTO or sick hours during NYPFL result in the Personal Assistant's receipt of more than 100% his or her average weekly wage.

Health Insurance during FMLA and/or NYPFL. To the extent required by law, the Company will maintain group health insurance benefits for Personal Assistants on FMLA leave and/or NYPFL on the same basis as coverage would have been provided if the Personal Assistant had been actively working during the leave period. Any share of group health plan premiums which had been paid by the Personal Assistant prior to leave must continue to be paid by the Personal Assistant during the leave period. Where the Personal Assistant is receiving pay directly from the Company on behalf of the Consumer (i.e., using sick, personal, or vacation time), deductions for group health insurance will continue to be made on the same basis as if the Personal Assistant was actively working. Where the Personal Assistant is not receiving pay from the Company on behalf of the Consumer, arrangements will be made for Personal Assistants to pay their share of the group health insurance premiums while on leave. If the Company pays the Personal Assistant's share of any premium payments, the Company reserves the right to recover the full value of those payments made in any manner permitted by law.

A Personal Assistant whose health insurance coverage is maintained pursuant to this policy during an approved FMLA and/or NYPFL leave will be subject to any changes in the Company's group

health plan that occur while he or she is on leave (e.g., changes in coverage, premiums, deductibles).

If a Personal Assistant's premium payment is more than thirty (30) days late while the Personal Assistant is on FMLA leave and/or NYPFL, his or her group health insurance benefits may be terminated, and the Personal Assistant will be extended continuing coverage opportunities in accordance with COBRA. However, if coverage is terminated for this reason and the Personal Assistant returns to work from FMLA leave, the Personal Assistant's group health insurance benefits will be reinstated, to the same extent the Personal Assistant would have been entitled to those benefits had he or she not taken leave.

If a Personal Assistant gives unequivocal notice of his or her intent not to return to work, the Company's obligation to continue group health insurance benefits will cease, subject to COBRA.

Other Benefits. An approved FMLA leave and/or NYPFL pursuant to this policy will not result in the loss of any employment benefit that may have accrued before the date the leave of absence started. For all periods when a Personal Assistant uses accrued PTO or sick hours concurrently with FMLA or NYPFL, benefits that are accumulated on an accrual basis will continue to accrue to the extent they would have otherwise, and deductions for group health insurance will continue to be made on the same basis as if the Personal Assistant was not on leave. Personal Assistants will not accrue or receive any benefits (other than group health insurance benefits as noted above) for periods where FMLA and/or NYPFL is not run concurrently with use of the Personal Assistant's accrued PTO or sick hours.

Return from an Approved FMLA Leave and/or NYPFL

Unless the Personal Assistant's employment was or would have been terminated for reasons unrelated to the leave (e.g., reorganization, lay off, reduction in force, etc.), the Company, on behalf of the Consumer, will restore a Personal Assistant who returns from approved FMLA and/or NYPFL leave to the same position that the Personal Assistant held prior to the leave or to an equivalent position with substantially similar duties, conditions, responsibilities, privileges, and status as the original position, subject to the terms, limitations, and exceptions provided by law.

Before returning from an approved FMLA leave granted as a result of a Personal Assistant's own serious health condition, a Personal Assistant must present a written fitness-for-duty certification from his or her medical care provider. A Personal Assistant's failure to provide such certification at the time the Personal Assistant attempts to return to work may result in a delay or denial of job restoration.

Personal Assistants are expected to return to work when the FMLA leave and/or NYPFL ends, unless a Personal Assistant requests and is granted an extension of leave as an accommodation or pursuant to another Company policy. If a Personal Assistant does not return to work on the agreed upon date after expiration of FMLA leave and/or NYPFL, and an extension of leave was not granted to the Personal Assistant, the Personal Assistant will be considered to have voluntarily terminated his or her employment.

With respect to certain “highly paid” or “key” Personal Assistants, there may be specified and limited circumstances under which the Company may refuse to reinstate such individuals following FMLA leave. This determination will be made in accordance with applicable law.

Further Information

Personal Assistants wanting further information regarding this policy should consult with the Human Resources Department.

The Company will not interfere with, restrain, or deny a Personal Assistant the exercise of any right provided under the FMLA or discriminate against any person for opposing any practice made unlawful by the FMLA or for being involved in any proceeding under or relating to the FMLA. If a prohibited act has occurred, or the FMLA was not followed, a complaint may be filed with the United States department of labor, or a private action instituted.

The Company will not discriminate or retaliate against a Personal Assistant because he or she claimed NYPFL benefits, attempted to claim NYPFL benefits, or testified or is about to testify in a proceeding under the NYPFL Law.

This policy is intended to implement the FMLA or NYPFL and their accompanying regulations and local laws. To the extent this policy is inconsistent therewith, the law and regulations will govern. Further, to the extent any state or local law provides for additional leave benefits, the Company will comply with any such requirements.

MEDICAL LEAVE OF ABSENCE (NOT FMLA)

Personal Assistants who are not eligible for Family and Medical Leave Act (FMLA) leave or who have exhausted their FMLA leave, but who nonetheless require a leave of absence from work due to a medical condition, including pregnancy-related conditions, may be eligible for unpaid leave, provided that (a) there is not an effective alternative accommodation that allows the employee to remain at work, (b) such leave does not pose an undue hardship, and (c) the Personal Assistant would be entitled to such leave under applicable law.

Personal Assistants must notify the Director of Operations and Human Resources of their need for a medical leave of absence, preferably in writing. Whenever feasible, this notice should be provided as far in advance of the leave as practicable. The Company, on behalf of the Consumer, may request appropriate medical information to verify the employee’s medical condition, need for leave, and other relevant information. Failure to provide the information requested may result in the delay or denial of the requested leave. Consistent with applicable law, the Company, on behalf of the Consumer, reserves the right to require employees to submit to an examination by a medical professional it selects where appropriate.

A leave of absence granted pursuant to this policy will be unpaid, but a Personal Assistant may be required to also use any or all of his or her accrued paid time off during such leave. While on a leave of absence under this policy, Personal Assistants may be eligible for short-term disability and/or long-term disability insurance benefits, subject to and in accordance with the plan

documents governing such benefits. Group health benefits (e.g., medical insurance), when applicable, will be available to Personal Assistants at their own expense, subject to and in accordance with COBRA. All benefits that operate on an accrual basis (e.g., paid time off) will cease to accrue during any portion of leave that is unpaid.

Where a Personal Assistant's request for leave does not specify an exact or fairly specific return date (e.g., October 4 or around the second week of November), or where the Personal Assistant requires additional leave beyond what was originally granted, the Company, on behalf of the Consumer, may require the Personal Assistant to provide periodic updates on his or her condition and possible date of return.

The Company, on behalf of the Consumer, may require Personal Assistants seeking to return to work following a leave to provide appropriate medical information and/or require the employee to submit to a medical examination, consistent with applicable law.

If a Personal Assistant is unable to return to work following a leave provided under this policy, the Personal Assistant will be deemed to have abandoned his or her job, unless the Personal Assistant requests and is granted additional leave as an accommodation for their circumstances. Each request for such an additional leave under this policy will be evaluated on a case-by-case basis, and the Company may request appropriate medical information to verify the Personal Assistant's medical condition, need for additional leave, and other relevant information. Failure to provide the information requested may result in the delay or denial of the requested leave.

NEW YORK CITY TEMPORARY SCHEDULE CHANGE LAW

Personal Assistants who have been employed for at least 120 days and worked at least 80 hours in NYC in a calendar year have the right to request two temporary schedule changes per calendar year for "personal events" pursuant to New York City's Temporary Schedule Change Law.

A temporary schedule change is permitted if the change relates to (a) the need for a caregiver to provide care to a minor child or care recipient; (b) the Personal Assistant's need to attend a legal proceeding or hearing for subsistence benefits to which the Personal Assistant, a family member or the Personal Assistant's care recipient is a party; or (c) any circumstance that would constitute a basis for permissible use of safe time or sick time. Personal Assistants are not required to use accrued sick/safe before requesting a temporary schedule change.

The types of schedule changes that Personal Assistant can request include: (a) a limited alteration in scheduled hours; (b) a temporary alteration to the location of work; (c) using paid time off; (d) permission to swap shifts with another Personal Assistant; and (e) permission to use short-term unpaid leave.

Eligible employees seeking a temporary schedule change must notify their Consumer as soon they become aware of the need for the change, must propose what temporary change they are seeking and set forth the basis for the need. If the request is consistent with what the Temporary Schedule



Change Law requires, the Consumer will grant the request for up to one business day per request. Community, in its discretion, may permit the use of two business days for one request, in which case the Personal Assistant would not be entitled to another request in the same calendar year. If the initial request is oral, the Personal Assistant must follow up with a written request.

COMMUNITY HOME HEALTH CARE CDPAP CONTACT INFORMATION

We are proud of our incredible customer service, and we want you to be able to reach us immediately. Should you have any issues, questions or concerns, please do not hesitate to call us. We will do anything we can to make sure you receive the proper assistance in a timely manner and upstanding fashion.

1. As soon as the Consumer or Designated Representative informs Community Home Health Care that you will be working for them, you will be assigned to an Admissions Coordinator who will guide you through the application process.
2. As soon as all your paperwork is received by Community and your application is fully processed, you will receive a call from the Admissions Coordinator with the go-ahead to start working; you may NOT start working before you get this call. This will avoid a lot of complications and ensure a smooth beginning.
3. On your first day of work, you will be assigned a CDPAP payroll representative who will handle all your payroll and compliance needs.
4. If you have any payroll related issues, please contact your representative. We will make sure all issues regarding payroll are handled the right way.



COMPLAINT FORM

Name: _____ Today’s Date: _____

Complaint:



HANDBOOK ACKNOWLEDGEMENT

I acknowledge that I have received the **CDPAP PROGRAM INFORMATION GUIDE & PERSONAL ASSISTANT HANDBOOK** (“Handbook”) and have read and understand the terms and conditions discussed in the Handbook. I have had the opportunity to ask questions about the policies contained in the Handbook. As a condition of my employment, I agree to comply with all these rules and procedures, as stated in this Handbook, and any other policy that may be issued to me. I understand that the Company, and Consumer (as applicable), has the maximum discretion permitted by law to interpret, administer, change, modify or delete the rules, policies, and procedures contained in the Handbook at any time. I will be notified of any changes to the Handbook by the Company and my continued employment after receiving notice of any changes to the Handbook policies will be deemed consent and agreement to comply with the new or revised Handbook policies.

I expressly acknowledge that I have read the Fact-finding and Issue Resolution (“FAIR”) Program terms and conditions, which requires me to submit any employment-related Claims to binding arbitration, and that I must pursue such arbitration on an individual basis. I understand that the FAIR Program constitutes a binding agreement between the Company and me to individually arbitrate any claim. Any changes to the FAIR Program will be issued to me in writing and, before being bound to any such changes in the FAIR Program, I will execute a written agreement evidencing my consent to the changes in the FAIR Program.

I understand that nothing in this Handbook alters the at-will nature of my employment, as stated in this Handbook.

I understand and acknowledge that I may be terminated by the Consumer for violating any rules or procedures in this Handbook.

Employee Name (Printed)

Employee Name (Signature)

Date



RECEIPT OF POLICY PROHIBITING WORKPLACE HARASSMENT

I have read and I understand the Policy Prohibiting Workplace Harassment.

Employee Name (Printed)

Employee Name (Signature)

Date



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WELCOME TO COMMUNITY HOME HEALTH CARE!
FEEL FREE TO CALL US FOR ANY QUESTIONS YOU HAVE
845-425-6555